

**McElwain School Apartments  
Community Preservation Committee Application**

September 17, 2018  
Bridgewater, MA

*Presented by:  
CC MPZ Main Street LLC*



## TABLE OF CONTENTS

Cover Letter

### A. Application

1. Cover Page with Signed Attestation
2. Project Narrative
3. Budget Narrative
4. Design Drawings and Renderings
5. Map of Project Site
6. Letters of Support

### B. Attachments

1. Team Qualifications/Collateral



950 BOYLSTON STREET, SUITE 102  
NEWTON HIGHLANDS, MA 02461  
617.513.6320  
[WWW.CAPSTONECOMMUNITIES.COM](http://WWW.CAPSTONECOMMUNITIES.COM)



313 Eliot Street  
Milton, MA 02186  
617-645-3534  
[WWW.MPZDEVELOPMENT.COM](http://WWW.MPZDEVELOPMENT.COM)

September 17, 2018

Community Preservation Committee  
Town of Bridgewater  
Municipal Office Building  
66 Central Square  
Bridgewater, MA 02324

Re: Application for Community Preservation Act Funding  
McElwain School Redevelopment, 250 & 242 Main Street, Bridgewater, MA

Members of the Committee:

CC MPZ Main Street LLC, an affiliate of Capstone Communities LLC and MPZ Development LLC, is pleased to submit our application for \$1,345,000 in the Town of Bridgewater Community Preservation Act (CPA) funding to support the redevelopment of the former McElwain School property and the adjacent 242 Main Street. Our mission is to rehabilitate the school building, while preserving the existing architecture and façade, to create residences that are both functional and characteristically unique. This project will include rehabilitation of the existing McElwain structure into 16 mixed income housing units, the construction of a new, detached rear building that will include an additional 36 mixed-income housing units and the rehabilitation of the 3-family home and barn at 242 Main Street. Included herein is one printed copy as well as a digital copy of the application for distribution to the committee.

The storied past of the McElwain school, dating back to the late 20<sup>th</sup> century, encapsulates the rich history that helped shape Bridgewater. Situated only a half mile to the center of Bridgewater and under a mile and a half to the nearest MBTA station, the location will attract families and individuals, seniors on a fixed income and young professionals. Conveniences will include on-site parking for residents and the community, on-site building related amenities for residents, a public park and access to nearby restaurants and services. The rehabilitation of the historic building will result in the completion of 16 mixed-income apartments and over \$7.4 million dollars of invested improvements. The new structure, which will contain an additional 36 apartments and over \$13 million of investment will be made. In addition, the rehabilitation of 242 Main Street, its barn and associated site improvements will result in a total investment of over \$21.7 million.

Capstone and MPZ were the successful bidders in a 30B disposition process of the McElwain site that began in September 2017. A purchase and sale agreement for the McElwain was executed in June 2018 and in July 2018 Capstone and MPZ purchased 242 Main Street. The two properties will be combined into one site upon the closing of construction financing which is currently projected for December of 2019.

This redevelopment is unique in that it meets all three of the CPA goals by creating Affordable Community Housing, preserves a historic building and the creation of public recreation/open space. It is our understanding that the CPC has not yet funded a project that meets all three of the CPC goals and the McElwain redevelopment would be the first project to achieve this milestone.



In order to construct a high-quality development that properly preserves the school building and creates additional units of housing, we will be requesting various local, state and federal housing and historic rehabilitation subsidies. Our proposal assumes \$8,250,000 in a combination of tax credits and subsidies from DHCD and \$1.7 million in State and Federal Historic Tax Credit Equity. The Historic renovation will be rehabilitated in accordance with the Secretary of the Interior's Standards for Rehabilitation. The requested CPA funding from the Town will leverage 15 times or \$20 million its amount of resources into the project.

Our foremost goal is to bring value to communities by rehabilitating structures of historical significance to create housing and amenities for area residents. We not only desire to create properties that will maximize value for area taxpayers, but that will also impact the community by improving living conditions and raising the bar for expectations of future area developments. Our past successes with similar projects, such as Station Lofts in Brockton and Port Landing in Cambridge, prove our ability to develop and manage properties with efficiency and expertise to produce excellent results. Our proposal will provide reasonably priced, high-quality housing opportunities for which 59% of Bridgewater's households may qualify and will provide new housing in a community where over 50% of its units were constructed prior to 1979. We are devoted to working with the Town of Bridgewater to invest our time and financial resources to ensure the McElwain School rehabilitation is successful.

Please contact either of us if you have any questions regarding this application.

Jason Korb (617) 513-6320 or [jkorb@capstonecommunities.com](mailto:jkorb@capstonecommunities.com)  
Mathieu Zahler (617) 645-3534 or [mzahler@mpzdevelopment.com](mailto:mzahler@mpzdevelopment.com)

We look forward to working with you and your team on this exciting proposal.

Sincerely,



Jason Korb  
managing member



Mathieu Zahler  
managing member

Enclosures



# A. Application

**1. COVER PAGE WITH SIGNED ATTESTATION**

Attached herein please find the cover page with attestation signed by the applicant in the name of the legal entity that currently owns 242 Main Street in Bridgewater and is conducting the due diligence at the McElwain Site. Additionally, attached is the Purchase and Sale agreement for 250 Main Street, the assignment of that agreement to CC MPZ Main Street LLC and the deed for 242 Main Street.

## Full Application – FY'17

### Cover Page

One original of this application and all attachments should be returned to the Bridgewater CPC, Town Hall, Central Square, Bridgewater, MA 02324 and a copy should be e-mailed to [bridgewatercpc@gmail.com](mailto:bridgewatercpc@gmail.com).

**ASSURANCE:**

We Mathieu P. Zahler and Jason Korb hereby certify under the penalties of perjury that  
 (Print the name of the fiduciary agent)  
 following application information is true and correct to the best of our knowledge and that we are legally able to

enter into a contract on behalf of CC MPZ Main Street LLC with  
 (Print the name of the contracting agency)  
 the Town of Bridgewater for Community Preservation Funds.

Signatures  Date September 17, 2018

Title Managing Members

**Circle one or more project categories:**

- Community Housing       Historic Preservation       Open Space       Recreation

Project Name The McElwain School Apartments

**Project Location**

Street Address 242 & 250 Main Street, Bridgewater, MA

Assessor's Map & Lot # 250 Main (Map 20, Lot 40 & 41) and 242 Main (Map 21, Lot 16)

**Legal Property Owner of Record:** 250 Main Street owned by the Town of Bridgewater; 242 Main Street owned by CC MPZ Main Street LLC

**Contact Person:**

Name Mathieu P. Zahler

Telephone 617-645-3534 Email mzahler@mpzdevelopment.com

Mailing Address: 499 Adams Street #527, Milton, MA, 02186

	FY2017	FY2018	FY2019	Total
CPA Funds Requested	CPA funds of \$1,345,000 million would be committed and allocated to the project upon a construction loan closing fiscal year is to be determined - see budget in Section 3			
Amount of Other Funding				
Other Sources of Funding				
Total				

**Note 1:** Prior to final award, the project proponent may be required to submit supplemental/supporting documentation, such as attested copies of recorded deeds or restrictions or corporate papers.

**Note 2:** Once a project proposal has been submitted, the applicant and his/her agent(s) may not speak with any CPC member about that proposal. After the submission of a proposal, any questions must be addressed in writing to the Committee Chair



\*\*\*\*\*  
MASSACHUSETTS EXCISE TAX  
Plymouth District ROD #11 001  
Date: 07/18/2018 12:39 PM  
Ctrl# 115547 30888 Doc# Plymouth County Registry  
Fee: \$2,473.80 Cons: \$542,500.00  
\*\*\*\*\*

### Quitclaim Deed

I, Craig E. Carchidi, *married*, of Falmouth, Massachusetts, for consideration paid, and in full consideration of **Five Hundred and Forty Two Thousand Five Hundred Dollars and 00/100 DOLLARS (\$542,500.00)**, hereby grant to CC MPZ Main Street LLC, a Massachusetts limited liability company of 950 Boylston Street, Suite 201, Newton Highlands, Massachusetts 02461, with *quitclaim covenants* the following property known as **242 Main Street, Bridgewater**, in Plymouth County, Massachusetts, bounded and described as follows:

See Exhibit "A" attached hereto.


I, Craig E. Carchidi, hereby release any and all rights of homestead to Grantee and swear, under oath and under the pains and penalties of perjury, no other person is entitled to claim any homestead interests whether by operation of law or otherwise and that this property has never been my principal residence and is not homestead property.

PROPERTY ADDRESS:

242 Main Street  
Bridgewater, Plymouth County, Massachusetts 02324

242 Main Street, Bridgewater

Witness my hand and seal this 12<sup>th</sup> day of July, 2018.

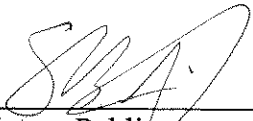
  
Craig E. Carchidi

**Commonwealth of Massachusetts**

Plymouth, ss.

On this 12<sup>th</sup> day of July, 2018, personally appeared before me Craig E. Carchidi, who proved to me through satisfactory evidence of identification, to wit, MA Driver's License and known to me personally, to be the signer of the foregoing document, and acknowledged to me that he signed same voluntarily for its stated purpose.

[SEAL]

  
Notary Public Scott B. Rubin  
My Commission expires: 8/28/2020

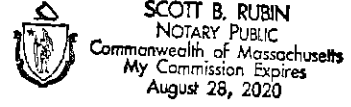


EXHIBIT "A"

A certain parcel of land with a dwelling house and other buildings thereon standing, situate in said Bridgewater, containing one (1) acre, be the same more or less, and bounded as follows:

Beginning at a stake on the Southerly side of Main Street, thence in a line of said Main Street,

North 33° West,        ten (10) rods, twenty-one (21) links to land formerly of John H. Winslow;  
thence,

South 40¼ ° West,    twenty-five (25) rods, two (2) links to a stake; thence,

South 19¾° East,     two (2) rods, twelve (12) links to a stake; thence,

North 63° East,        twenty-three (23) rods, twenty-three (23) links to the first bound.

Excepting from the above described parcel as much thereof as was conveyed by Henry Perkins to Nathan H. Dunphe by deed dated September 1, 1880 and recorded with Plymouth County Registry of Deeds, Book 466, Page 260.

Said premises are now conveyed subject to a Taking for Highway purposes by the County Commissioners as set forth in an instrument of taking recorded with said Plymouth County Deeds on September 12, 1934 in Book 1677, Page 17.

For my title see deed dated January 3, 1997, recorded with Plymouth County Deeds in Book 14892, Page 93.



PURCHASE AND SALE AGREEMENT

FOR

McELWAIN SCHOOL  
BRIDGEWATER, MASSACHUSETTS

1A. PARTIES:

This AGREEMENT is made as of the 1<sup>st</sup> day of June, 2018, by and among The Town of Bridgewater, a municipal corporation (“Seller”), MPZ Development LLC, a Massachusetts limited liability company (“MPZ Buyer”) and Capstone Communities Development LLC, a Massachusetts limited liability company (“Capstone Buyer”, which together with MPZ Buyer, the “Buyer”).

1B. RECITALS:

**WHEREAS**, Seller issued a Request for Proposals 2017-002 Sale or Lease of former McElwain School 250 Main Street, Bridgewater, MA (“RFP”) for the sale of the Premises (as hereinafter defined);

**WHEREAS**, on September 27, 2017, Buyer submitted a response to the RFP (“RFP Response”) and therein proposed to develop, rehabilitate, design and construct at the Premises (as hereinafter defined) a 52-unit residential facility, in multiple buildings, with grade level parking and associated site improvements (“the “Proposed Project”);

**WHEREAS**, Buyer intends to develop the Proposed Project in one or two phases, and if in two phases, with approximately 16 units being constructed during phase 1, and 36 units being constructed during phase 2, and Buyer will make that decision prior to the Closing;

**WHEREAS**, Seller and Buyer intend to form a Public Private Partnership (“PPP”) to collaborate as a means to securing the necessary Local, State and Federal resources required to develop the Proposed Project;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Premises (as hereinafter defined) upon the terms and conditions hereinafter set forth.

2. PREMISES:

As used herein, the term “Premises” shall mean and include the following:

A. Real Property. That certain parcel of land together with the buildings, structures and improvements thereon located at 250 Main Street, Bridgewater, Plymouth County, Massachusetts, containing approximately 1.926 acres more or less, known as the McElwain School, and any easements or other rights appurtenant thereto (the “Real Estate”).

B. Fixtures. All fixtures that are presently located on the Premises and owned by Seller (the "Fixtures").

C. Personal Property. The items of tangible personal property listed on the Description of Personal Property attached hereto as Exhibit A (the "Personal Property").

D. Intangible Property. All of the interests and rights of the Seller under all contracts, agreements, warranties and guarantees, if any, related to all or any portion of the Premises, and including, subject to the provisions of any applicable governmental laws, statutes, ordinances, bylaws, codes, rules and regulations, all of the rights and interest of the Seller in any licenses, permits and approvals, if any, for the ownership, use, occupancy, maintenance and operation of the Premises.

3. DEED AND TITLE:

A. The Premises are to be conveyed by a good and sufficient quitclaim deed (accompanied by a certificate of title if title is registered) running to Buyer, or to the nominee(s) designated by Buyer, and said deed shall convey a good and clear record and marketable title to the Premises, free from all encumbrances except:

(i) Provisions of existing building, zoning and all other laws, provided they do not render title unmarketable or prevent or materially interfere with the use of the Premises for the Proposed Project;

(ii) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed; and

(iii) Any liens or installments of liens for municipal betterments which are not due and payable on the Closing Date;

B. It is understood and agreed by the parties that Seller's title to the Premises shall not be considered marketable unless:

(i) All buildings, structures and improvements including, but not limited to, any driveways and garages, and all means of access to the Premises, shall be located completely within the boundary lines of the Premises and shall not encroach upon or under the property of any other person or entity, except pursuant to a validly recorded, indefeasible easement;

(ii) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the Premises;

(iii) The Premises shall have sufficient legal access to and abut a public way, duly laid out or accepted as such by the city or town in which the Premises are located, or have indefeasible legal access to same;

(iv) There are no easements across land of others that are required to permit surface water runoff to discharge from the existing surface water drainage system or to permit

the installation, maintenance and use of the utility lines presently serving the Premises including, without limitation, sewer lines, electrical, gas, water or telephone lines which are not validly recorded indefeasible easements; and

(v) Buyer shall be able to obtain an ALTA owner's title insurance policy insuring Buyer's fee interest in the Real Estate, at standard rates, subject only to those encumbrances specifically permitted by this Agreement and those standard exceptions customarily included in an owner's title insurance policy, from a company reasonably acceptable to Buyer.

4. PURCHASE PRICE AND PAYMENT:

Subject to the adjustments and prorations described herein, the agreed purchase price for the Premises (the "Purchase Price") is Six Hundred Forty-Five Thousand Dollars (\$645,000).

A. Pursuant to the terms of the RFP, Buyer paid to Seller on submission of the RFP Response, Five Thousand Dollars (\$5,000) (the "Deposit") which Deposit shall be held in accordance with paragraph 14 below, and except as otherwise provided herein, will be applied against the Purchase Price at the Closing; and

B. The balance of the Purchase Price shall be paid at the Closing in the form of cash or by bank or certified check(s) or by wire transfer of funds, as elected by Seller.

5. CLOSING:

A. The deed of the Premises is to be delivered and the consideration paid at the offices of Buyer's attorney, or such other location as may be required by Buyer's mortgage lender, at 10:00 A.M. on June 2, 2021 or such earlier date as may reasonably be requested by Buyer. It is agreed that time is of the essence of all provisions of this Agreement. The date and time of delivery of the deed is sometimes referred to herein as the "Closing" or the "Closing Date." Notwithstanding the foregoing, Seller agrees that the purchase funds may be held in escrow following the Closing for a reasonable period of time until the deed can be recorded in the appropriate land registration office.

6. CONDITION OF PREMISES AT CLOSING:

A. At the time of the Closing, the Premises: (i) shall be delivered free of all tenants and occupants (ii) shall be in the same condition as they now are, reasonable use and wear thereof excepted; (iii) shall be in compliance with all applicable federal, state and local statutes, ordinances, bylaws, codes, rules and regulations; and (iv) not in violation of any restrictive covenant, agreement or other instrument of record affecting the Premises.

B. If prior to the Closing Date, the Premises shall be (i) damaged by fire or other casualty, (ii) be subject to an eminent domain taking, or (iii) there shall be discovered a defect in title which cannot reasonably be expected to be cured by the Closing Date, then, subject to the Seller's extension of time set forth in Paragraph 7, herein, at the Buyer's option, the Deposit,



shall be forthwith refunded to the Buyer, and all the obligations of the parties hereto shall cease, and this Agreement shall be void and without recourse to the parties hereto.

C. Buyer shall be entitled to an inspection of the Premises within the ten-day period prior to the Closing Date to determine whether the condition thereof reasonably complies with the terms of this Agreement.

7. EXTENSION OF TIME:

If Seller shall be unable on the Closing Date to deliver title or to make conveyance or to deliver possession of the Premises, all as herein stipulated, or if on the Closing Date the Premises do not conform with the provisions hereof, or if any representation or warranty herein set forth is not true and correct as of the Closing Date, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform, or to correct any untrue representation or warranty, as the case may be, in which event the time for performance shall be extended for a period to be designated by Buyer in writing, but not to exceed sixty (60) days; provided, however, Seller shall not be required to spend in excess of Fifty Thousand Dollars (\$50,000) in using such reasonable efforts as required by this Section 7 with respect to the Premises.

8. FAILURE OF TITLE OR CONDITION:

If at the expiration of the extended time provided in Section 7 above 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 at Buyer's election, exercisable by written notice to Seller, this Agreement shall be canceled and void and the Deposit returned to Buyer, and neither party shall have any further liability hereunder.

9. BUYER'S RIGHT TO CLOSE NOTWITHSTANDING DEFECTS:

Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the Premises in their then condition and to pay therefor the Purchase Price without deduction, in which case Seller shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Premises shall have been damaged by fire or casualty insured against or be the subject of a partial eminent domain taking, then Seller shall, unless Seller has previously restored the Premises to their former condition, either:

- (a) pay over or assign to Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or eminent domain taking (together with any claims on account thereof or relating thereto), less any amounts reasonably expended by Seller for any partial restoration, or
- (b) if a holder of a mortgage on the Premises shall not permit the insurance or eminent domain proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give

to 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 reasonable expended by Seller for any partial restoration.

10. USE OF PURCHASE PRICE TO CLEAR TITLE:

To enable Seller to make conveyance as herein provided, Seller shall (if not paid prior to the Closing Date), at the time of delivery of the deed, use the Purchase Price, or any part thereof, to obtain the instruments necessary to clear title of any or all encumbrances or interests which are to be discharged, removed or eliminated by Seller in accordance with the terms hereof, and all required instruments are to be recorded by and at the expense of Seller simultaneously with the deed.

11. INSURANCE:

A. Seller agrees to maintain or cause to be maintained its (i) commercial property insurance and (ii) commercial general liability insurance, with respect to the Premises through the Closing Date, including any extensions thereof, and to bear the risk of loss or damage to the Premises through the Closing Date. In addition, Seller shall cause its insurer to name the Buyer as an additional insured on each such policy provided for in this Section 11.A.

B. Buyer, at Buyer's sole expense, shall maintain or cause to be maintained through the Closing Date, the following insurance coverage: (1) employer's liability insurance in the amount of \$500,000 per accident/\$500,000 per policy/\$500,000 per employee (if applicable), and (2) commercial general liability insurance with minimum limits of liability of \$1,000,000 per occurrence and a \$2,000,000 general policy aggregate. With respect to any activities relating to Buyer's permitted access and inspection with respect to the Premises, Buyer shall cause any such sub consultant to carry Pollution Liability coverage with limits of \$1,000,000 per project. The Buyer shall cause all subcontractors performing any such inspections at the Premises to maintain at least the same minimum policy limits as Buyer. Buyer shall cause all Buyer's sub consultants to name the Seller as an additional insured on its policies. Buyer shall indemnify Seller against and hold Seller harmless from any loss, damage, cost (including, without limitation, attorneys' fees) or liability which Seller may incur in connection with Buyer conducting its physical inspections of the Premises pursuant to Section 16A of this Agreement.

12. CLOSING COSTS:

The following items shall be adjusted at Closing and the net amount thereof shall be added to, or deducted from, the Purchase Price as the case may be:

A. Real estate taxes shall be adjusted on a per diem basis, calculated by dividing the yearly tax payment by 365 (or 366 if applicable). If the amount of taxes assessed against the Premises is not known at the Closing, then the taxes shall be apportioned on the basis of the taxes (as abated, if applicable) assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; provided that if the parties can estimate an

amount which is likely to be more accurate than the preceding year's taxes, then such estimated amount shall be used as the basis for the tentative apportionment (subject to reapportionment as aforesaid). If taxes apportioned at the Closing shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable costs of obtaining the same (including reasonable attorneys' fees) 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. The provisions of this paragraph shall survive delivery of the deed.

B. Real estate transfer taxes shall be paid by Seller. Any gains taxes, income taxes or other taxes incident upon the conveyance of the Premises shall be paid by Seller in accordance with applicable law.

C. Any recording fees as to the release of existing encumbrances shall be paid for by Seller. All recording costs as to the deed, mortgages and related encumbrances granted by Buyer at Closing and the title insurance premium shall be paid by Buyer. Each party shall pay its own attorney's fees.

13. BROKERS; COMMISSIONS:

A. Buyer represents and warrants to Seller that Buyer has not contacted any real estate broker in connection with this transaction and was not directed to Seller as a result of any services or facilities of any real estate broker except Quinn Associates, 130 Liberty Street, Brockton, MA (the "Broker"). Buyer agrees to defend, hold harmless and indemnify Seller against and to hold Seller harmless from any cost (including, without limitation, attorneys' fees) or liability which Seller may incur as a consequence of any breach of the foregoing representation and warranty. Buyer shall negotiate the amount of the brokerage fee with the Broker and shall be solely and fully responsible for the payment of such fee to the Broker. The provisions of this paragraph shall survive delivery of the deed.

B. Seller represents and warrants to Buyer that Seller has not listed the Premises, entered into a brokerage agreement or otherwise dealt with any real estate broker except the Broker. Further, Seller agrees to defend, hold harmless and indemnify Buyer against and to hold Buyer harmless from any cost (including, without limitation, attorneys' fees) or liability which Buyer may incur as a consequence of Seller's having listed the property, entered into a brokerage agreement or otherwise dealt with any broker other than the Broker. The provisions of this paragraph shall survive delivery of the deed.

14. DEPOSIT; ESCROW AGENT; LIQUIDATED DAMAGES:

A. All Deposits paid pursuant to the RFP prior to the Closing shall be held in escrow by Seller (the "Escrow Agent"), subject to the terms of the Agreement and shall be duly accounted for at the Closing.

B. The Escrow Agent shall be subject to the following terms and conditions and no others:

(i) The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Further, the Escrow Agent shall be under no obligation to refer to any other documents between or among Buyer and Seller related in any way to this Agreement.

(ii) The Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the actual and intentional misconduct of the Escrow Agent or any act of the Escrow Agent in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

(iii) The Escrow Agent shall be entitled to rely, and shall not be subject to any liability in acting in reliance, upon any writing furnished to the Escrow Agent by either Buyer or Seller and shall be entitled to treat as genuine and as the document it purports to be, any letter, paper or other document furnished to the Escrow Agent in connection with this Agreement. The Escrow Agent may rely on any affidavit of either Buyer or Seller or any other person as to the existence of any facts stated therein to be known by the affiant.

(iv) In the event of any disagreement between Buyer and Seller resulting in adverse claims and demands being made in connection with or against the funds held in escrow, the Escrow Agent shall be entitled, at the Escrow Agent's option, to refuse to comply with the claims or demands of either party until such disagreement is finally resolved (i) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by Buyer and Seller that the Escrow Agent has authority (but no obligation) to initiate such proceedings), or (ii) by a mediator selected by mutual agreement of the parties in the event that Buyer and Seller determine to submit the dispute to an alternative means of resolution, and in such event the Escrow Agent shall abide by the decision of such mediator and shall not be or become liable to any party herein for reason of abiding by the same.

(v) Buyer and Seller each agree to indemnify the Escrow Agent against any and all losses, liabilities, costs (including reasonable legal fees) and other expenses in any way paid or incurred by the Escrow Agent in connection with or as a result of any disagreement between Buyer and Seller under this Agreement or otherwise incurred by the Escrow Agent in any way on account of its role as escrow agent, Buyer and Seller share and pay equally any fee of Escrow Agent for escrow services hereunder.

C. If Buyer shall fail to perform Buyer's obligations hereunder, the Deposit shall be retained by the Seller as liquidated damages, which shall be Seller's sole remedy against Buyer either at law or in equity. In the event that the Closing does not occur and a dispute arises as to who is entitled to receive the Deposit, the Escrow Agent shall not release the funds held in escrow until such dispute has been resolved by mutual agreement of Buyer and Seller or in a final judgment of a court of competent jurisdiction.



15. CLOSING DOCUMENTS:

At the Closing, Seller shall deliver to Buyer the following duly executed (and notarized) documents or instruments (the "Closing Documents"):

- (a) Deed to the Premises in accordance with the provisions of Section 3 of this Agreement.
- (b) Bill of Sale transferring the Personal Property to the Buyer.
- (c) An affidavit in the form customarily required by Buyer's title insurer for the purposes of deleting from the owner's and lender's title policies the standard exceptions for parties in possession and mechanics' liens.
- (d) An affidavit establishing that Seller is not a foreign person as defined in I.R.S. Code Section 1445 (and the regulations promulgated thereunder) in the form recommended by the Internal Revenue Service for the purpose of establishing that the withholding requirements of said Section 1445 do not apply to this transaction.
- (e) Any forms required to comply with Internal Revenue Service reporting requirements.
- (f) Originals of all plans, permits, licenses and guarantees pertaining to the Premises, to the extent the same are within Seller's possession or control.
- (g) An assignment, assigning, transferring and setting over to Buyer any rights against, or guaranties or warranties by, third parties with respect to the buildings or improvements on the Premises or the furnishing or installation of equipment or machinery therein, including but not limited to heating plants, air conditioning units, hot water heaters, sprinkler systems, alarm systems, windows, doors, roofs or other items of the same or different nature.
- (h) All other instruments which may be reasonably necessary to evidence Buyer has become the record owner of title to the Premises, in accordance with the requirements of Section 3.
- (i) Any other documents reasonably required by Buyer's lenders, equity investors, and/or or its counsel.
- (j) Authority documents, as required by the applicable Registry of Deeds/Land Court, Buyer's title insurer, Buyer's lender, equity investors, and its counsel evidencing Seller's authority to convey the Premises to Buyer.
- (k) Ten Year Ownership Certificate.



- (l) Any other documents reasonably required to be delivered at Closing pursuant to this Agreement.

16. CONDITIONS TO BUYER'S OBLIGATIONS:

A. Inspection. Buyer and Buyer's agents, employees, representatives, contractors, architects, engineers, consultants, appraisers, lenders and designers shall have access to the Premises for the purpose of inspections, investigations, appraisals, title, surveys, environmental inspections, architectural inspections and tests as Buyer, in its sole discretion, elects to conduct until the Closing (the "Inspection Period"). Buyer shall notify Seller at least twenty-four (24) hours in advance of its entry onto the Premises to conduct any such inspections, studies or tests. Any such inspections, studies or tests shall be carried out by Buyer at its sole cost and expense. In the event that results of any such inspections, investigations, appraisals, surveys and tests are unsatisfactory to Buyer, in Buyer's sole discretion, Buyer shall have the right, at Buyer's election, to terminate this Agreement effective upon notice to Seller of the exercise of said option. In the event the Buyer elects to terminate this Agreement or Buyer defaults hereunder, then Buyer shall, to the extent permitted by applicable contract, assign to Seller, within thirty (30) days of any such termination notice and without cost to Seller, any non-confidential diligence materials obtained by Buyer during the Inspection Period.

B. Financing. Buyer shall use commercially reasonable efforts to obtain financing and/or subsidies from (i) the Massachusetts Housing Finance Agency ("MassHousing"), (ii) the Department of Housing and Community Development ("DHCD"), (iii) the Seller in a combination of HOME, Community Preservation Act ("CPA") funds, Affordable Housing Trust funding, the Massachusetts Historical Commission in Massachusetts Rehabilitation Tax Credits ("MRTC"), the National Park Service Federal Rehabilitation Tax Credits ("FRTC") (the "Financing"). If the Buyer shall not have obtained such Financing on or before the Closing Date, or the extended Closing Date as referred to in Section 22.B below, then Buyer shall have the right, at Buyer's election, to terminate this Agreement effective upon notice to Seller of the exercise of such election.

C. Hazardous Waste. Buyer's obligations hereunder are contingent upon Buyer's obtaining, at Buyer's sole cost and expense, an oil and hazardous materials site assessment report from a qualified engineer. In the event that the report obtained by Buyer indicates that there has been such a release or threat of release of oil or other hazardous materials or presence of asbestos or asbestos containing material, that shall deem the Proposed Project financially, or otherwise infeasible, then Buyer, in its sole discretion, shall have the right, at Buyer's election, to terminate this Agreement effective upon notice to Seller of the exercise of said election.

D. Permits and Approvals. Buyer's obligations hereunder are contingent upon Buyer satisfying itself at or before the end of the Inspection Period, that all licenses, permits, consents, authorizations, and approvals (including, without limitation, environmental permits and approvals, and zoning variances, exceptions and special permits) (collectively, the "Approvals") which Buyer reasonably deems necessary or desirable in order to use the Premises as a workforce and affordable multi-unit housing development have been issued or granted. In addition, Buyer's obligations are contingent upon Buyer receiving all necessary consents and

approvals from HUD, MassHousing and any other local, state or federal agency or authority having jurisdiction over the Premises of the Seller for the transfer of the Premises to Buyer. It is understood that any reference to the Approvals in this Agreement shall refer to Approvals for which all applicable periods of appeal have expired with no appeals having been filed. If Buyer is unable to determine that all such Approvals have been granted and the above referenced consents are granted, which are satisfactory to Buyer in all respects, by such date, then Buyer shall have the right, at Buyer's election, to terminate this Agreement effective upon notice to Seller of the exercise of said election, without liability to either party hereto.

E. Survey. Buyer's obligations shall be contingent upon Buyer obtaining, an ALTA/ACSM survey of the Premises, the results of which shall be satisfactory to Buyer in its sole discretion. In the event that such survey is unsatisfactory to Buyer, in Buyer's sole discretion, Buyer shall have the right, at Buyer's election, to terminate this Agreement effective upon notice to Seller of the exercise of said option, without liability to either party.

F. Further Conditions to Closing. Buyer's obligations hereunder are further conditioned upon the following:

- (a) As a good faith offer to the Seller, Buyer shall reduce its allowable DHCD development fee by Twenty-Five Thousand Dollars (\$25,000) with respect to phase 1 of the Proposed Project and by Seventy-Five Thousand Dollars (\$75,000) with respect to phase 2 of the Proposed Project. If the Proposed Project is done in one phase, Buyer will reduce its allowable development fee by One Hundred Thousand Dollars (\$100,000).

G. Buyer's Option to Terminate Agreement. In the event that Buyer elects to terminate this Agreement in accordance with the provisions of this Section 16, then the Deposit shall be forthwith refunded to Buyer and the parties hereto shall have no further recourse or obligations to the other.

## 17. CONDITIONS TO SELLER'S OBLIGATIONS

A. Seller Financing Contribution. Buyer and Seller's obligations are contingent upon Seller providing a loan at Closing to the Buyer in the minimum sum of One Million Three Hundred Forty-Five Thousand Dollars (\$1,345,000) in CPA funds (the "CPA Funds Loan"). Seller and Buyer acknowledge that the CPA Funds Loan shall be allocated and made available subject to the approval of the Bridgewater Community Preservation Committee and Town Council; provided, however, that the Seller's obligations may be reduced in the event that unanticipated financing becomes available to the Buyer from other governmental sources such that there are excess development sources. Seller's obligations pursuant to this Section 17.A shall survive Closing.

## 18. REPRESENTATIONS AND WARRANTIES:

Seller makes the following representations and warranties as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

A. There are no contracts, agreements or licenses, written or oral, affecting the ownership or operation of the Premises that will survive the Closing.

B. No work shall have been done on the Premises as of the Closing which could give rise to any liens under applicable law.

C. Seller has not received any notice claiming or asserting that the Premises are in violation of any law, ordinance, rule, regulation or requirement including without limitation those pertaining to zoning, building, rent control, historic preservation, health, safety or environmental matters, of the municipal, county, state or federal government having jurisdiction over the Premises and, to the best of Seller's knowledge, there are not such violations.

D. To the best of Seller's actual knowledge, there is no threatened or pending litigation, administrative proceedings, or claim involving the Premises or any adjoining property that would have a material adverse effect on the value of the Premises, and, to the best of Seller's knowledge, there are no facts or circumstances which could give rise to such litigation, administrative proceeding or claim.

E. Seller has received no written notice of eminent domain taking, condemnation, betterment or assessment, actual or proposed, with respect to the Premises, none has occurred, and Seller has no reason to believe that any such eminent domain taking, condemnation, betterment or assessment has been proposed or is under consideration.

F. To the best of Seller's knowledge, there is no oil or hazardous waste, hazardous materials or substances hazardous to human health (such as asbestos and urea formaldehyde insulation) on the Premises.

G. All documents and information delivered by Seller to Buyer, are true, correct and complete as of the date delivered and will continue to be true and correct as of the Closing Date.

H. The Premises are subject to no leases or rights of occupancy.

I. Seller has good title to the Premises and no other parties are required to execute this Agreement in order to bind all presently held fee interests in the Premises. The Premises are subject only to those encumbrances permitted by Section 3 of this Agreement as well as monetary encumbrances which will be discharged in accordance with Section 10. No party holds a right of first refusal, first offer or similar right with respect to the Premises.

J. Seller has taken all steps required by law to sell and convey the Premises to Buyer, including, without limitation, votes of the appropriate boards determining the Premises to be surplus and not needed for educational purposes, and votes of the Town Council authorizing the Town Manager, on behalf of the Seller, to sell and convey the Premises on the terms contained in this Agreement and that said votes are valid and now in full force and effect.

K. Seller is not and will not be in default in the payment of any bills or other obligations respecting the Premises, including without limitation any public utility bills.



L. Seller is a duly organized validly existing municipal corporation in good standing under the laws of the Commonwealth of Massachusetts and has all requisite power and authority to enter into and perform the Seller's obligations under this Agreement.

M. Seller represents that a period of at least ten (10) years will have elapsed between the date of the Closing and the latest date that Seller acquired legal and beneficial ownership to the Premises and placed in service the last building to be placed in service (as defined by Section 42 of the Code, as amended).

With respect to the foregoing representations and warranties, it shall be a condition of Buyer's obligation to consummate the transaction herein provided for that all of the representations and warranties of Seller herein contained shall be true at the time the same are made and upon the Closing Date. Seller shall promptly notify Buyer if Seller becomes aware of any facts that would render any of the foregoing representations and warranties materially inaccurate in any respect.

19. HAZARDOUS MATERIALS.

- (a) Seller represents and warrants, to the best of its knowledge, that: (i) the Premises and any improvements thereon or any part thereof have never been used as a sanitary landfill, waste dump site or for the treatment, storage or disposal of Hazardous Materials; (ii) no underground tanks (or piping) are or have been present on the Premises or adjacent property during or prior to Seller's ownership of the Premises; (iii) no Release of Hazardous Materials has occurred from or upon the Premises; (iv) the Premises and the improvements thereon do not contain any Hazardous Materials; and (v) Seller has delivered to Buyer all reports, assessments and studies in Seller's possession which relate to the environmental condition of the Premises. The term "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration on or from the Premises or adjacent property, or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA. "CERCLA" and "Hazardous Materials" are defined in paragraph (c) below.
- (b) In addition to the rights granted to Buyer under Section 6(c) above, Seller hereby authorizes Buyer, and Buyer's agents, servants and employees to go upon the Premises at any time and from time to time after the date hereof for the purposes of testing the Premises for the presence of Hazardous Materials and making soil boring tests, compacting tests, water table tests and soil porosity tests, and other various chemical and engineering tests to determine whether the Premises are suitable (without the incurring of unusual expense) for the construction of the Proposed Project and such other topographical and engineering surveys, and other tests, surveys and studies as Buyer may deem necessary or desirable in

connection with any of the matters contemplated by this Agreement. All tests performed pursuant to the provisions of this Section 19(b) shall be at Buyer's sole cost and expense. Buyer shall enter onto the Premises only after reasonable advance notice to Seller. After completing such tests, Buyer shall restore the Premises to such condition as it was in prior to the commencement of such tests, reasonable and ordinary wear and tear and damage by unavoidable casualty excepted. Further, Buyer agrees to keep the Premises free of mechanics' liens in connection with such tests. If Buyer is not satisfied with the results of any of such tests, in Buyer's sole, subjective discretion, then, Buyer may elect by notice to Seller to terminate this Agreement, in which event this Agreement shall become null and void without recourse to the parties hereto and the Deposit shall be returned to the Buyer.

- (c) "Hazardous Material" means hazardous substance, pollutant, or contaminant regulated under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq. ("CERCLA"); oil and petroleum products and by-products and natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel, urea formaldehyde foam insulation, and chlorofluorocarbons; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. § 136 et seq.; asbestos, polychlorinated biphenyl, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq.; chemicals subject to the Occupational Safety and Health Standards, Hazard Communication, 29 C.F.R. § 1910.1200, as amended; source material, special nuclear, by-product materials, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2011 et seq.; or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. § 10101 et seq.; industrial process and pollution control wastes whether or not hazardous within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq.; and any other federal, state, regional, county, municipal, and other local laws, regulations, and ordinances, including without limitation Massachusetts General Laws Chapters 21C and 21E.
- (d) To the extent permissible under applicable law, Seller agrees to, and does hereby, indemnify, defend, save and hold harmless Buyer, its successors and assigns, of, from and against any and all claims, demands, losses, expenses, actions and causes of action, damages and liabilities of whatsoever kind or nature that Buyer may occur or suffer, which arise, result from or relate to the subject matter of Seller's representations and warranties in Section 19(a) existing as of the Closing Date. This indemnification shall survive delivery of the Deed. Notwithstanding anything in this Agreement to the contrary, Buyer shall in no event be deemed to have assumed any responsibility or liability for any



environmental condition for which Seller is legally responsible under any local, state or federal law, rule or regulation.

20. NOTICES:

All notices permitted or required to be given hereunder (other than notices indicating a request for access to the Premises, which may be sent via e-mail) shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested, or hand delivered, or by Federal Express or other reputable overnight mail service, addressed as follows:

If to Seller:                   Town of Bridgewater  
Municipal Office Building  
66 Central Square  
Bridgewater, MA 02324  
Attention: Michael Dutton, Town Manager

with a copy in  
like manner to:               Town of Bridgewater  
Municipal Office Building  
66 Central Square  
Bridgewater, MA 02324  
Attention: Jason Rawlins, Town Solicitor

If to Buyer:                   MPZ Development LLC  
313 Eliot Street  
Milton, MA 02186  
Attention: Matt Zahler

and

Capstone Communities Development LLC  
1155 Walnut Street #31  
Newton Highlands, MA 02461  
Attention: Jason Korb

with a copy in  
like manner to:               Nixon Peabody, LLP  
100 Summer Street  
Boston, Massachusetts 02110  
Attention: Paul E. Bouton, P.C.

or to such other address or addresses as the parties may designate from time to time by notice given in accordance with this section. Any such notice shall be deemed given on the date of such mailing, hand delivery, or delivery to the overnight mail service, as the case may be.

21. SUBMISSION OF DRAFT:

The submission of a draft of this Agreement or a summary of some or all of its provisions does not constitute an offer to buy or to sell the Premises, it being understood and agreed that neither Buyer nor Seller shall be legally obligated with respect to a purchase or sale of the Premises unless and until this Agreement has been executed by both Buyer and Seller and a fully executed copy has been delivered to each.

22. MISCELLANEOUS AGREEMENTS.

A. The parties shall cooperate with each other and furnish each other with all necessary information needed to apply for and obtain the financing, tax credits and Approvals, and Seller shall execute whatever instruments are necessary and take whatever action is necessary to enable Buyer to obtain such financing, tax credits and Approvals.

B. Buyer will be incurring significant fees and expenses, in connection with the transaction contemplated by this Agreement. In consideration of the foregoing, and as an inducement to Buyer to do so, Seller hereby agrees to use its best efforts to obtain any consents and approvals referred to herein, and to satisfy and cause other parties to satisfy the terms and conditions of this Agreement on the others part to be performed. Buyer shall work with Seller in good faith to further develop and amend the Proposed Project based on reasonable feedback from the Seller, its boards and committees, community organizations, and its citizens, so long as such feedback does not cause the Proposed Project to become financially infeasible. The undersigned agree to cooperate fully with each other in connection with fulfilling the terms and conditions of this Agreement. In the event that any of the terms and conditions of this Agreement are not satisfied by the Closing Date or any such earlier date as is set forth in this Agreement, then, Buyer shall have the right, so long as Buyer is diligently seeking financing and Approvals, to extend the Closing Date for three additional one year (1) periods.

C. Buyer may assign its rights under this Agreement to a single purpose entity or entities controlled by, controlling, or under common control with Buyer, provided that Buyer notifies Seller of such assignment, and provided further that, in such event, Buyer shall continue to be primarily liable for all obligations of Buyer under this Agreement notwithstanding such assignment until the Closing is consummated. Any such assignee shall assume in writing all the obligations and liabilities of Buyer hereunder.

D. When applying for all required Approvals and all necessary consents and approvals from HUD, MassHousing and any other local, state or federal agency or authority having jurisdiction over the Premises, Buyer, or its heirs, successors, and assigns, shall submit plans that are substantially consistent with its "30B RFP Response – September 27, 2017, Bridgewater, MA, Presented by: Capstone Communities Development LLC and MPZ Development LLC." This provision shall survive the Closing.

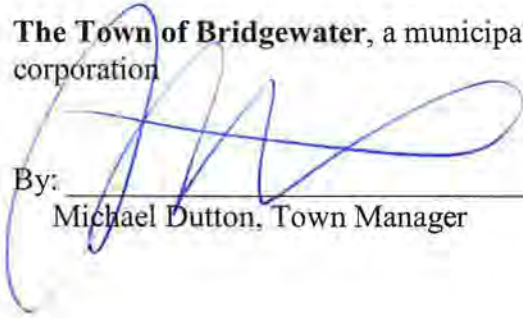
23. ENTIRE AGREEMENT; RULES OF CONSTRUCTION:

This instrument, executed in multiple counterparts, shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts; it sets forth the entire contract between the parties; merges all prior and contemporaneous agreements, understandings, warranties, or representations; shall be binding upon and inure 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 as set forth herein or by a written instrument executed by both Seller and Buyer. The captions and index notes are used only as a matter of convenience and are not be considered a part of this Agreement or to be used in determining the intent of the parties to it. This Agreement is the result of negotiations between the parties and shall not be deemed or construed as having been drafted by any one party.

EXECUTED as an instrument under seal as of the day and year first above written.

SELLER:

**The Town of Bridgewater**, a municipal corporation

By:   
Michael Dutton, Town Manager

BUYER:

**MPZ Development LLC**, a Massachusetts limited liability company

By:   
Mathieu Pierce Zahler  
Managing Member

BUYER:

**Capstone Communities Development LLC**, a Massachusetts limited liability company

By:   
Jason Korb  
Managing Member

LIST OF EXHIBITS

Exhibit A - Description of Personal Property

**EXHIBIT A**

Description of Personal Property

None



## ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

This Assignment and Assumption of Purchase and Sale Agreement (this “Assignment”) is made as of the 6th day of July, 2018, by and between MPZ Development LLC, a Massachusetts limited liability company, and Capstone Communities Development LLC, a Massachusetts limited liability company (together, the “Assignor”), and CC MPZ Main Street LLC, a Massachusetts limited liability company (“Assignee”).

WHEREAS, Assignor and The Town of Bridgewater, a municipal corporation (“Seller”), entered into that certain Purchase and Sale Agreement dated as of June 1, 2018 (the “Purchase Agreement”), with respect to the purchase and sale of buildings, structures and improvements thereon located at 250 Main Street, Bridgewater, Massachusetts, known as the McElwain School, (the “Property”).

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest under the Purchase Agreement and Assignee has agreed to accept such assignment and to assume all of the obligations of Assignor under the Purchase Agreement effective on and after the date hereof.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:


1. Pursuant to Section 22C. of the Purchase Agreement, Assignor hereby assigns and conveys to Assignee all right, title and interest of Assignor in and to the Purchase Agreement.
2. Pursuant to Section 22C. of the Purchase Agreement, Assignee hereby accepts such assignment and agrees to assume and perform, in accordance with the terms thereof, all the obligations related to the Purchase Agreement from and after the date hereof.

< signature pages to follow >


IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

**MPZ Development LLC**, a Massachusetts limited liability company

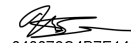
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Mathieu Pierce Zahler  
Managing Member


**Capstone Communities Development LLC**, a Massachusetts limited liability company

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Jason Korb  
Managing Member

**ASSIGNEE:**

**CC MPZ Main Street LLC**, a Massachusetts Limited liability company

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Mathieu Pierce Zahler  
Managing Member

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Jason Korb  
Managing Member

## 2. PROJECT NARRATIVE

In this section please find a detailed response to the 15 project narrative questions listed in the application.

1. What is the purpose and scope of the project:

Once an educational institution frequented by many Bridgewater residents, the McElwain school has been vacant since 1996. CC MPZ Main Street LLC plans to historically restore the schoolhouse, once again reconnecting it to the neighborhood and the Town of Bridgewater. Combined with a new construction building that will sit behind the school and the three-family house adjacent to the site, the developers plan to create 57 high quality, mixed income apartments that will serve the community as a place where individuals and families can live, grow and learn. The buildings will contain a mix of 1-, 2- and 3-bedrooms rental apartments and will be affordable to the Bridgewater community including tax-credit units, workforce units and market units. The site will also contain a landscaped park and a community room that will be available for public use.

2. How does the project preserve or enhance Bridgewater's community character:

The site presents a unique opportunity for the Town of Bridgewater to preserve and enhance Bridgewater's historic character. The redevelopment of the parcel will allow the McElwain School to once again be an asset to the community and will preserve the history of the existing building. The addition of the new building at the rear of the lot will add modern conveniences and provide additional housing opportunities, and the mature trees and landscaped public park will help to enhance Bridgewater's community centered values.

3. What is the community need for this project:

242 and 250 Main Street, being well-served by transit and within walking distance to Bridgewater State University and other community-serving businesses, is primed for residential development. Given the high ongoing demand for housing that is affordable to Bridgewater's employees and residents, the development will provide 57 households with access to high quality and desirable housing. Affordable, workforce and market rental housing is in short supply and demand for such housing is projected to increase in the coming years. The proposal to create 57 new apartments near downtown Bridgewater will help to provide new housing to many who live in Bridgewater but are significantly housing cost burdened or to those who work in Bridgewater but currently cannot afford Bridgewater's increasing rents.

## 2. PROJECT NARRATIVE (cont.)

4. How does the project achieve Town goals and objectives as laid out in the Community Preservation Plan, Comprehensive Master Plan, Housing Production Plan, Open Space and Recreation Plan, and any other relevant Town planning documents? Please be specific, citing document and page of each goal/objective:

The project achieves Town goals as laid out in multiple Town planning documents, including the Comprehensive Master Plan, the Housing Production Plan, the Open Space and Recreation Plan and the Community Preservation Plan as detailed below:

The McElwain School project relates to the Comprehensive Master Plan by accomplishing goals laid out in the Section IV, Chapter 2: Housing, Section V. As stated on page 4, the population in Bridgewater is projected to increase by almost 2,500 by 2030, which will create a demand for housing of all types. The creation of affordable housing will satisfy this demand. The McElwain Development satisfies goals A through I as laid out on pages 22 through 24 of the Plan.

The proposed project achieves goals #1, #4 and #5 as stated on page 7 of the Housing Production Plan. The creation of the McElwain School Apartments will maintain and preserve affordable housing to help the town reach its 10% threshold of affordable units as stated in goal #1. Goal #4 which states that the town aims to prioritize affordable housing or infill development on abandoned or vacant properties, is met with the reuse of the McElwain School. Goal #5, to ensure existing affordable housing units are preserved for long-term affordability, is satisfied in that the development will be deeded as affordable in perpetuity.

The development of the McElwain School parcel and 242 Main Street achieves the Open Space and Recreation Plan's goal to create open space as stated in section VI, number 2 as the site will include a park/recreation area which will be open to the public and will include mature trees, landscaping and a learning/exploration area. This concept also relates to Number 6 in that it is recreation related and will provide space for nature-oriented activities for town residents.

Finally, the project fulfills many of the goals laid out in the Community Preservation Plan including Chapter 3: Community Housing, goals 1-5 and Chapter 4: Historic Preservation, goals 1 and 3. This project will not only create new affordable housing units that will be affordable in perpetuity, it will adaptively reuse an existing building which will be historically rehabilitated following the Secretary of Interior's Standards for Rehabilitation.

## 2. PROJECT NARRATIVE (cont.)

5. What is the nature and level of community support for this project? Please describe support in narrative and attach letters of support from public and private sources effected by or relevant to the project:

The developers understand how important it is to involve the community in this process and have begun to garner local support through public meetings and targeted outreach. It is essential that the community and surrounding abutters stay informed as it relates to the rehabilitation plan for the McElwain site. It is Capstone/MPZ's intention to hold community information sessions – which are anticipated to start in early October 2018 – to receive input and to ensure the neighborhood is informed about the redevelopment plan for the site. Additionally, the project has received support from local residents and representatives. Attached are letters from the Town Manager, State Senator, the Conservation Commission, the Historical Commission and the Housing Authority as well as multiple direct abutters. This support represents the common goal of rehabilitating the site to make it a community asset once again while also providing quality, affordable housing to the residents of Bridgewater.

6. If the project relates to a parcel of land, describe the current zoning, present property use, and potential use if project is not funded. Question 7: Will your project need any permits? Please describe nature of permits and inspections required and schedule of reviews, if possible. Question 13: Are there any special issues related to the timing of this project? For instance, is the property at risk for development or otherwise threatened? (*answers to these three questions have been combined*)

After careful review of the Town's zoning code and specifically that of the McElwain site, which is understood to be located in a single family (R-D) zoning district, Capstone/MPZ recognizes the larger multifamily use would not be permitted as-of right. It is envisioned that the permitting of the McElwain site will be accomplished using a friendly comprehensive permit application (LIP is not applicable due to the use of subsidized agency funding). The school, which has been vacant for over 20 years, continues to deteriorate due to natural factors and lack of upkeep. If not developed, the site will certainly continue to decline. The McElwain development will bring renewed activity to the site and will be a significant source of income for the town. This development will also create the opportunity to spur additional investments along the Route 28/Main Street corridor as the introduction of new households will generate additional economic activity. Without this development, the site faces being exposed to additional deterioration from the elements and the benefits the revitalization will go unseen.



## 2. PROJECT NARRATIVE (cont.)

8. Are there any existing use or deed restrictions on the subject property? Will there be any deed restrictions after project completion (e.g., conservation, preservation, and/or affordability restrictions). Question 10: Does the project include public access? Please describe. *(answers to these two questions have been combined)*:

The developers are committed to developing market, affordable and workforce housing, and the affordable and workforce units located on the site will be affordable in perpetuity as codified by a recorded regulatory agreement and affordable housing restriction (note the final unit income mix is subject to DHCD's approval). The Town of Bridgewater will undoubtedly see economic growth over the years, and to set this affordability restriction in place will ensure that individuals and families earning various incomes can stay in Bridgewater. The school, which is listed on the National Register as a historic property, will be an adaptive reuse development designed in accordance with the Secretary of the Interior's Standards for Rehabilitation. The development team anticipates utilizing federal and state historic tax credits that will enable it to preserve and restore the building's historical integrity. The application process has begun, and the Federal Historic Part 2 application was submitted on September 17, 2018. Through this process, the building's historic features will be maintained and restored in a historically appropriate way. Additionally, the site will include a community room and a park which will both be available for public use. There will be adequate parking to service both public amenities provided as a result of the redevelopment.

9. Will current property owner maintain ownership? If not, what is proposed ownership after project completion? Question 11: What maintenance responsibilities will be required to sufficiently maintain the resource? How much will annual and long-term maintenance cost? What entity will be responsible for these responsibilities and costs? How will this revenue be generated? *(answers to these two questions have been combined)*

Because the CC MPZ Main Street LLC are using federal and state low income housing tax credits and federal and state historic tax credits, they are required to maintain ownership of the project for a minimum of 15 years beginning with the first year the building is placed in service (typically co-terminus with construction completion). However, this is the minimum requirement for ownership and CC MPZ Main Street LLC will likely own the building for years far surpassing that requirement. The McElwain school will be meticulously maintained by ownership and management to ensure that the building and landscape remain in exceptional condition. The entity will be solely responsible for the maintenance costs which will be generated by rental income. The building will have a capitalized operating reserve as well as an ongoing replacement reserve to ensure its long-term operational success.

## 2. PROJECT NARRATIVE (cont.)

12. Provide a project schedule showing all major project milestones and supporting information/explanation for the project's estimated timeline. Include estimated date for project start and completion. (Note: CPA projects are expected to begin within 6 months of funding allocation and funds may be revoked if there is no evidence of project activity within that time).

In September of 2017 Capstone and MPZ submitted a 30B proposal to redevelop the McElwain site, after several months of conversations with the Town Manager, Community Preservation Committee, Town Council and larger community the Town of Bridgewater entered into a Purchase and Sale Agreement (PSA) on June 1, 2018 with Capstone/MPZ. The agreement allows for the acquisition of the property and notes the contribution of CPC funds in the amount of \$1.375 million. MPZ/Capstone has committed to close on the PSA after completion of due diligence, permitting and the raising of capital to build the project. In July of 2018 Capstone/MPZ acquired 242 Main Street and will operate the property as a 3-family rental property with the larger goal of redeveloping it and combining it with the McElwain property. Pending CPC funding, comprehensive permit approval, and a DHCD funding award, construction is slated to begin in January of 2020 and will be complete by May of 2021. The building is expected to be fully leased and occupied by July of 2021. The developers have already begun the detailed design, environmental and community process to permit the project. The following is a high-level schedule of past and upcoming milestones:

Task	Date
McElwain 30B RFP Submission	09/27/2017
Execution of McElwain Purchase and Sale Agreement	06/01/2018
National Parks Service(NPS) and Massachusetts Historic Commission (MHC) Part 1 Filed	07/16/2018
Close on 242 Main	07/18/2018
Apply for Bridgewater CPC Funding	09/17/2018
NPS Part 2 Filed	09/17/2018
MHC PNF Filed	09/17/2018
Neighborhood Introductions and Informational Meeting - Meeting #1	10/04/2018
Site Eligibility Letter Filed with Department of Housing and Community Development (DHCD)	10/26/2018
DHCD Pre-Application	10/31/2018
Site Eligibility Letter Received and Comprehensive Permit Application Filed	11/25/2018
NPS Part 1 & Part 2 Approved	12/06/2018
MHC Part 2 Filed	01/15/2019
MHC Part 2 Approved	02/14/2019
Comprehensive Permit Approved / Issued	03/05/2019
DHCD Funding Application	03/15/2019
DHCD Funding Awarded	07/13/2019
Financial and Land Closing - Building Permit Released	12/10/2019
Construction Start	01/09/2020
Construction Complete	05/08/2021
Leasing Complete	07/07/2021

## 2. PROJECT NARRATIVE (cont.)

14. Has this project or a closely related project previously received CPA funding? If yes, explain.

This project has not previously received CPA funding and is not closely related to a project that has previously received CPA funding.

15. What are the qualifications/experience of the project's sponsoring organization? Provide mission statement, experience of the project manager, track record with summary of similar projects completed by the project manager and by the sponsoring organization.

Capstone Communities Development LLC ("Capstone") is a Newton-based developer of mixed income, affordable, and historic apartment communities, and MPZ Development LLC ("MPZ") is a Milton based development firm with significant expertise developing, market, mixed-income, affordable and historic type projects. Both companies have undertaken many site acquisitions, permitting exercises, construction of buildings and overseen leasing and marketing for many similar properties. Together, Capstone and MPZ have one central goal, which is to create quality, affordable housing that will serve the needs of the residents of the community.

*Capstone Communities Development LLC, an affiliate of Capstone Communities LLC, is a Newton, Massachusetts based real estate development firm experienced in structuring complex financing involving multiple federal and state subsidies. Jason Korb is the principal of Capstone Communities LLC, where he has developed market rate, mixed income, and 100% affordable housing. Since founding Capstone in October 2010, Jason has successfully completed a total of \$36,000,000 of development transactions in Cambridge, Somerville, Arlington, Newton and Brockton Massachusetts. These include converting Brockton's first brick shoe factory into 25 mixed-income apartments, co-developing 20 100% affordable family apartments on a vacant lot in Cambridge's Port neighborhood, and currently working with the community to redevelop three parcels in Porter Square, Cambridge into 40 100% affordable family apartments. Prior to forming Capstone, Jason was the Vice President of Acquisitions at Beacon Communities LLC, a developer, owner, and manager of over 9,000 apartment homes in the Northeast. At Beacon, Jason was responsible for sourcing new acquisitions and overseeing mixed income, affordable and market rate development and financing opportunities. Jason specializes in complex affordable housing transactions that involve multiple government subsidies. In his seven years at Beacon, Jason was responsible for developing over 600 apartment homes totaling over \$100M. Prior to joining Beacon in 2004, Jason was a Housing Project Manager at the Fenway Community Development Corporation in Boston. Jason is a former Director of Caritas Communities and a former Vice-Chair of Preservation Massachusetts. Jason received an MS from the Massachusetts Institute of Technology's Center for Real Estate and a BA from the University of Michigan, Ann*

## 2. PROJECT NARRATIVE (cont.)

Arbor. Jason's MIT thesis, *The Low-Income Housing Tax Credit: HERA, ARRA, and Beyond* has been cited by Harvard University's Joint Center for Housing Studies and the US Senate Budget Committee.

*MPZ Development LLC* ([www.mpzdevelopment.com](http://www.mpzdevelopment.com)) Mathieu P. Zahler is the owner and manager of the Milton, MA based MPZ Development LLC. The firm was recently started by Matt coming with over 17 years of Marketing, Design/Construction and Housing Development experience. This is a new venture where the Matt's experience developing over 859 units for Trinity Financial Inc., can be leveraged into his own projects. Prior to starting MPZ Development LLC Matt was a senior project manager at Trinity Financial and over saw approximately \$423 million in development. Prior to joining Trinity

Financial, Mr. Zahler was the Director of Policy and Development for A Better City (ABC) and oversaw the organization's policy activity and ABC's legislative agenda. He also managed the abutters groups and private partnering process for the City of Boston's Crossroads Initiative, the Silver Line Phase III Business and Institutional Committee, South Boston Stakeholders and ABC's foundation and government relations. Additionally, Matt worked in the design and construction industry at Kallmann, McKinnell and Wood Architects, HNTB Inc. (Boston) and as Director of Marketing at Copley Wolff Design Group. He has had significant experience in the real estate industry having worked for JJ Gumberg Inc. (Pittsburgh) and The Boston Garden Development Corp. (Boston). In these positions, Matt was involved in the development and operation of over 17 Million square feet looking at both operational and financial needs for various projects.

The developers plan to work with a skilled team of contractors that will support a wide range of functions throughout the duration of the project. Capstone and MPZ will make an effort to include WMBE business certified through the Commonwealth's SOMWBA program part of the development team. The current development team includes:

- Keith Construction, General Contractor. Keith specializes in multifamily residential construction and completed work on The Cordovan at Haverhill Station in Haverhill, Whaler's Place in New Bedford, Wilber School Apartments in Sharon, and the Ames Shovel Works, in Easton.
- Nixon Peabody LLP, Legal (Financing and Development). Nixon Peabody's Affordable Housing practice is highly skilled in federally assisted housing or accessing capital markets for housing development. Its attorneys—many of whom formerly worked at HUD in several legal and policy positions—have been involved with every major federal affordable housing initiative in the last 40 years.

## 2. PROJECT NARRATIVE (cont.)

- Prellwitz Chillinski Associates (PCA), Architect. PCA is a Cambridge based architecture firm that has completed a number of award-winning residential developments specializing in historic restoration. These include the Wilber School Apartments in Sharon, the Parkside on Adams in Roslindale, Jackson Commons in Roxbury and Station Lofts in Brockton.
- VHB, Historic Consultant. VHB offers a full range of historic preservation consulting expertise relating to certified rehabilitations, environmental review, cultural resource surveys, historical documentation, and preservation planning. Consultants at VHB offers services to private property owners, real estate developers, municipalities, and government agencies looking to preserve significant historic resources.



### 3. BUDGET NARRATIVE

In this section please find a detailed source and uses of funds in an excel spreadsheet format. In addition, the requested five CPC questions from the application are addressed below:

1. Identify all sources and uses of funds; clearly distinguish among costs to be paid from CPA funds versus other sources of funding:
  - a. Projected Sources:
    - i. Construction loan of **\$11.3 Million** used to bridge tax credit equity during the construction of the building. This loan is repaid upon construction completion.
    - ii. Taxable Permanent Mortgage of **\$1,946,235** used to pay off the construction loan and is supported by rents from the apartments.
    - iii. Town of Bridgewater CPC funds of **\$1,345,000** used to pay for direct construction costs for the McElwain rehabilitation which will include restoration of the historic building elements as well as all new building systems and the creation of the residential units. The resources will also be utilized for associated site improvements include building infrastructure but also the public park and open space. This will be a long-term loan (50+ years), parri passu with the other subordinate debt, and an investment in the property.
    - iv. Federal Low-Income Housing Tax Credit Equity of **\$8,811,919** used to pay for acquisition, direct construction costs, soft costs, developer fees, reserves and/or to pay down the construction loan.
    - v. Department of Housing and Community Development (DHCD) soft financing resources totaling **\$5,250,000** used to pay for acquisition, direct construction costs, soft costs, developer fees, reserves and/or to pay down the construction loan. This will be a long-term loan (50+ years) and will require that a portion of the units remain affordable in perpetuity.
    - vi. State Low-Income Housing Tax Credit Equity of **\$2,625,000** used to pay for acquisition, direct construction costs, soft costs, developer fees, reserves and/or to pay down the construction loan.
    - vii. State and Federal Historic Tax Credit Equity of **\$1,810,212** used to pay for direct construction costs associated with the rehabilitation of the McElwain School.
    - viii. Total permanent sources of **\$21,788,366** net of the construction loan.
  - b. Uses:
    - i. See the attached detailed hard and soft cost budget for a summary of the uses of funds totaling **\$21,788,366**. Please note the largest line item in the budget is the construction cost of \$15,338,918 million which has been estimated by the project's general

### 3. BUDGET NARRATIVE (cont.)

contractor Keith Construction out of Canton. Keith specializes in building affordable housing and historic preservation.

2. Identify hard and soft costs, contingencies, legal fees, and project management:
  - a. Hard costs are project by Keith Construction to be **\$14,381,843**
  - b. Hard cost contingencies are 10% on the McElwain Rehabilitation or **\$475,964**, 5% on the work on 242 Main or **\$30,000** and 5% on the new construction or **\$451,110**.
  - c. Soft costs total **\$3,038,396** and include Architecture, Engineering and other project related costs detailed on the attached budget.
  - d. Soft cost contingency is 5% of soft costs or **\$144,686**.
  - e. Legal fees are projected to be **\$305,000** and have been included in the soft cost budget. The project will have a clerk of the works and the cost associated with it will be **\$100,000** and is also included in the soft cost budget.
  
3. What are your project costs based on? Obtain written estimates for project costs whenever possible, include financial estimates, comparative analysis with similar project, etc.
  - a. Keith Construction has provided the hard cost estimate using their internal estimators. Once the project has advanced construction drawings Keith Construction will go out for a hard-bid number to include in the final construction contract.
  - b. The soft cost and fees number are a combination of proposal budget numbers offered by consultants, prescribed developer overhead and fee calculations required by funding agencies and estimates used from past projects. The development team of MPZ Development LLC and Capstone Communities Development LLC have almost 40 years of combined experience doing these types of projects.
  
4. Do you anticipate that your project will require the Town to bond against CPA funds?
  - a. We do not anticipate the project will require the town to bond against CPA funds.
  
5. How will this project leverage funds from other sources? Will there be in-kind contributions, donations, or volunteer labor? Are there fundraising plans?
  - a. This project is a true public private partnership in that the Town would be a lending partner in the transaction. By committing CPA funding resources to create affordable housing, preserve an historic building, and provide public open space, as defined by the CPA regulations, the project will be able to leverage significant federal and state resources through the Department of

### 3. BUDGET NARRATIVE (cont.)

Housing and Community Development (affordable housing resources) and the Massachusetts Historical Commission (state historic tax credits) and possibly other quasi-state agencies, including MassHousing and MassDevelopment. The project will submit applications into a competitive funding rounds at these agencies to generate the additional sources contemplated in question #1. Local funding, such as the CPA funding requested in this application, is a crucial requirement to be eligible to apply to DHCD for affordable housing funding. With the commitment of the CPC resources the project will be able to leverage all funds referenced in #1 above 15 times.

McElwain School Apartments  
Sources Uses  
September 17, 2018

		McElwain		McElwain	
		Rehab	242 Main	New Construction	Total
Unit Rental Count		16	3	38	57
Building Gross Square Footage		20,162	6,053	45,111	71,326
% of GSF		28%	8%	63%	100%
Surface Parking Spaces		24	5	54	83
Sources		McElwain Rehab	242 Main	McElwain New Construction	Total
Taxable Construction Loan		\$ 4,700,000	\$ 400,000	\$ 6,200,000	\$ 11,300,000
Taxable Repayment		\$ (4,700,000)	\$ (400,000)	\$ (6,200,000)	\$ (11,300,000)
Taxable Permanent Mortgage		\$ 402,109		\$ 1,544,126	\$ 1,946,235
Town of Bridgewater - (CPA)		\$ 1,345,000		\$ -	\$ 1,345,000
Federal LIHTC	9% - 918K	\$ 2,901,319	\$ 1,028,436	\$ 4,882,164	\$ 8,811,919
AHT		\$ 1,000,000		\$ 1,500,000	\$ 2,500,000
HSF				\$ 1,000,000	\$ 1,000,000
State HOME				\$ 750,000	\$ 750,000
CATNHP				\$ 1,000,000	\$ 1,000,000
State Tax Credit Equity	\$700K	\$ -		\$ 2,625,000	\$ 2,625,000
HTC Equity		\$ 1,034,407		\$ -	\$ 1,034,407
SHTC Equity		\$ 775,805		\$ -	\$ 775,805
<b>Total Sources</b>		<b>\$ 7,458,640</b>	<b>\$ 1,028,436</b>	<b>\$ 13,301,290</b>	<b>\$ 21,788,366</b>
Uses					
Land/Building Acquisition McElwain	105%	\$ 645,000		\$ -	\$ 645,000
Land/Building Acquisition 242 Main				\$ 542,500	\$ 542,500
Broker Fee					
<b>Total Acquisition Costs</b>		<b>\$ 645,000</b>	<b>\$ -</b>	<b>\$ 542,500</b>	<b>\$ 1,187,500</b>
Rehab Construction - Includes Environmental	\$236	\$ 4,759,643			\$ 4,759,643
Housing Construction New Building	\$200	\$ -		\$ 9,022,200	\$ 9,022,200
Housing Construction 242 Main	\$200,000 Per Unit		\$ 600,000	\$ -	\$ 600,000
Bonds	0.0%	\$ -	\$ -	\$ -	\$ -
Contingency	10%/5%	\$ 475,964	\$ 30,000	\$ 451,110	\$ 957,074
<b>Total Hard Costs</b>		<b>\$ 5,235,608</b>	<b>\$ 630,000</b>	<b>\$ 9,473,310</b>	<b>\$ 15,338,918</b>
Architecture/Engineering		\$ 267,127	\$ 80,196	\$ 597,677	\$ 945,000
Geo Tech		\$ 15,547	\$ 4,668	\$ 34,785	\$ 55,000
Environmental		\$ 28,267	\$ 8,486	\$ 63,246	\$ 100,000
Clerk of the Works		\$ 28,267	\$ 8,486	\$ 63,246	\$ 100,000
Appraisal / Market Study		\$ 5,653	\$ 1,697	\$ 12,649	\$ 20,000
Building Permit	1.2%	\$ 57,116	\$ 7,200	\$ 108,266	\$ 172,582
Water & Sewer Connection		\$ 18,876	\$ 10,371	\$ 27,381	\$ 56,629
Electric & Gas Backcharges		\$ 22,614	\$ 6,789	\$ 50,597	\$ 80,000
Survey		\$ 8,480	\$ 2,546	\$ 18,974	\$ 30,000
Consultants		\$ 8,480	\$ 2,546	\$ 18,974	\$ 30,000
Historic Consultant		\$ 28,000		\$ -	\$ 28,000
Legal / Title & Recording		\$ 86,216	\$ 25,883	\$ 192,901	\$ 305,000
Accounting and Cost Certification		\$ 18,374	\$ 5,516	\$ 41,110	\$ 65,000
Tax Credit/Application Fees	8.5%/3.5%/Historic	\$ 11,500		\$ 100,000	\$ 111,500
Permanent Financing Fees		\$ -		\$ -	\$ -
Financing Fees	1.00%	\$ 69,614	\$ 10,789	\$ 112,597	\$ 193,000
Insurance & Real Estate Taxes		\$ 28,267	\$ 8,486	\$ 63,246	\$ 100,000
Marketing		\$ 14,134	\$ 4,243	\$ 31,623	\$ 50,000
Construction Loan Interest @50% ALOS	4%	\$ 188,000	\$ 16,000	\$ 248,000	\$ 452,000
Soft Cost Contingency	5.0%	\$ 45,227	\$ 10,195	\$ 89,264	\$ 144,686
<b>Total Soft Costs</b>		<b>\$ 949,759</b>	<b>\$ 214,100</b>	<b>\$ 1,874,537</b>	<b>\$ 3,038,396</b>
Concessions / Lease Up Reserve		\$ 14,134	\$ 4,243	\$ 31,623	\$ 50,000
Operating Reserve / Debt Service	9,500	\$ 38,000	\$ 7,125	\$ 90,250	\$ 135,375
<b>Total Reserves</b>		<b>\$ 52,134</b>	<b>\$ 11,368</b>	<b>\$ 121,873</b>	<b>\$ 185,375</b>
Developer Fee		\$ 604,407	\$ 181,454	\$ 1,352,316	\$ 2,138,177
Fee Reduction		\$ (28,267)	\$ (8,486)	\$ (63,246)	\$ (100,000)
<b>Total Fees</b>		<b>\$ 576,140</b>	<b>\$ 172,968</b>	<b>\$ 1,289,070</b>	<b>\$ 2,038,177</b>
<b>Total Development Costs</b>		<b>\$ 7,458,640</b>	<b>\$ 1,028,436</b>	<b>\$ 13,301,290</b>	<b>\$ 21,788,366</b>
<b>Over/Under</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0</b>
<b>TDC Per Unit (less reserves)</b>		<b>\$ 462,907</b>	<b>\$ 339,022</b>	<b>\$ 346,827</b>	<b>\$ 379,000</b>
<b>Per Square Foot</b>		<b>\$ 370</b>	<b>\$ 170</b>	<b>\$ 295</b>	<b>\$ 305</b>

#### **4. DESIGN DRAWINGS AND RENDERINGS**

Attached here please find a design package illustrating the intended redevelopment plan and associated drawings for each build.





PCA

CAPSTONE COMMUNITIES +  
MPZ DEVELOPMENT

MCELWAIN SCHOOL  
APARTMENTS

CPC SUBMISSION  
9/17/2018

**FLOOR AREA**

NEW BUILDING: 45,111 SF  
 EXISTING BUILDING: 18,150 SF  
 EXISTING BUILDING ADDITION: 1,863 SF  
 242 MAIN STREET: 4,677 SF  
 MAINTENANCE BLDG: 1,376 SF

**UNIT COUNT**

**NEW BUILDING**

3BR	2BR	1BR	TOTAL
6	20	12	38

**EXISTING BUILDING**

2BR	1BR	TOTAL
9	7	16

**242 MAIN STREET**

3BR	2BR	TOTAL
1	2	3

**TOTAL**

3BR	2BR	1BR	TOTAL
7	31	19	57

**PARKING**

80 APARTMENT SPACES  
 1.4 SPACES PER DWELLING UNIT  
 5 PUBLIC SPACES







# EXISTING SITE PLAN



THESE TOPS IN THIS AREA RANGE IN ELEVATION FROM 147.2' TO 165.4'  
GROUND ELEVATION RANGES FROM 100.2' TO 105.4'







LOOKING SOUTH FROM MAIN STREET





LOOKING SOUTH APPROACHING NEW BUILDING





# LOOKING NORTH AT BUILDING ADDITION



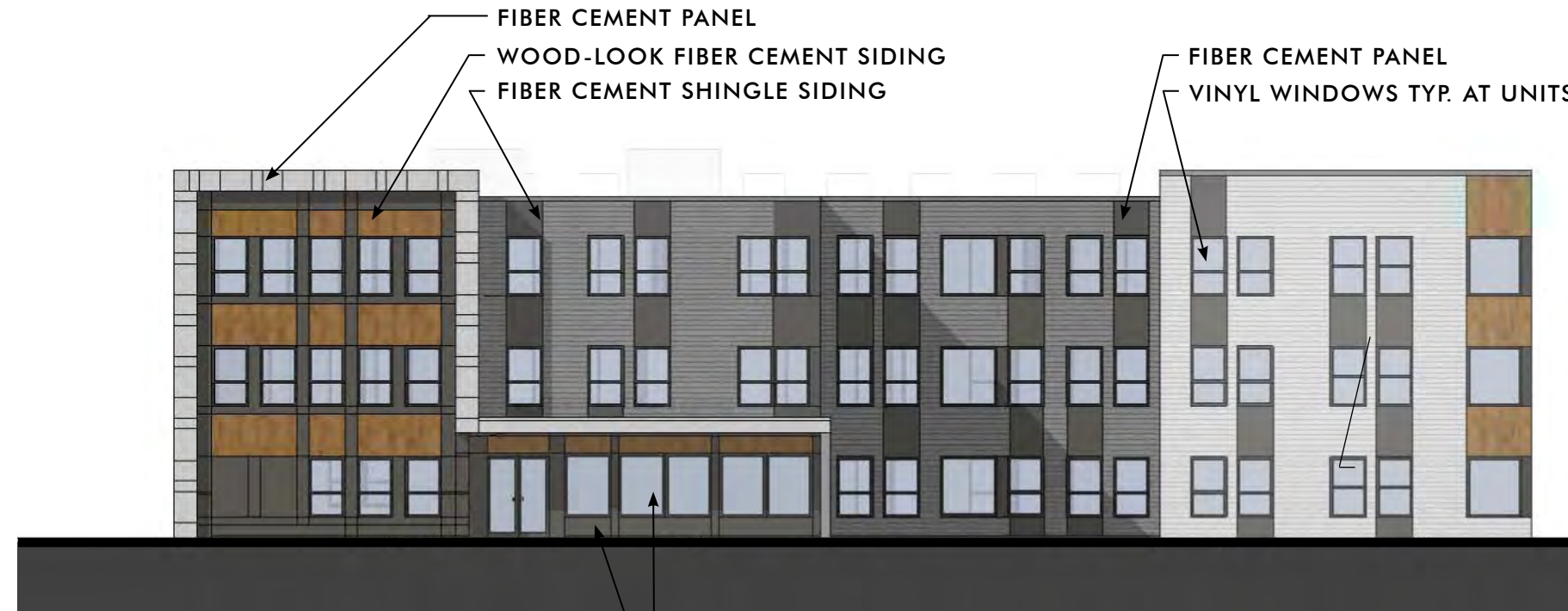






# NEW BUILDING ELEVATIONS

1/16" = 1'-0"



FIBER CEMENT PANEL  
WOOD-LOOK FIBER CEMENT SIDING  
FIBER CEMENT SHINGLE SIDING

FIBER CEMENT PANEL  
VINYL WINDOWS TYP. AT UNITS

ALUMINUM WINDOWS AT GROUND  
FLOOR COMMON AREA  
GROUND FACE CMU BASE AT GROUND  
FLOOR COMMON AREA

## EAST ELEVATION



FIBER CEMENT SHINGLE SIDING  
FIBER CEMENT PANEL  
VINYL WINDOWS TYP. AT UNITS

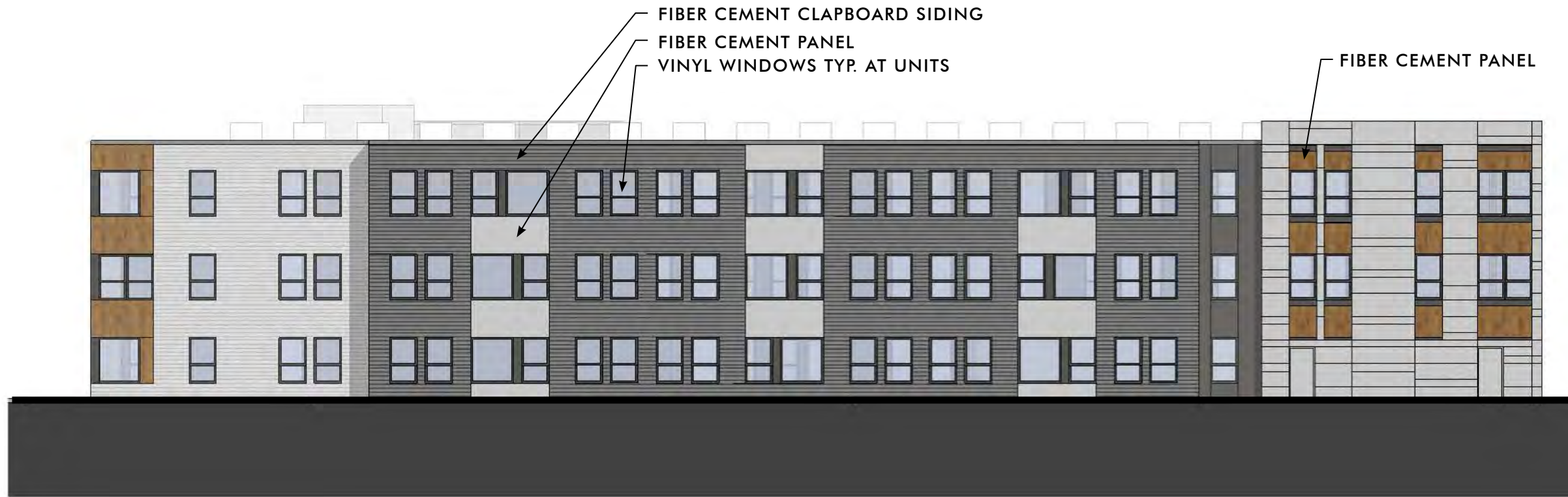
ALUMINUM WINDOWS AT GROUND  
FLOOR COMMON AREA  
GROUND FACE CMU BASE AT GROUND  
FLOOR COMMON AREA

## NORTH ELEVATION



# NEW BUILDING ELEVATIONS

1/16" = 1'-0"



## SOUTH ELEVATION



## WEST ELEVATION

# EXISTING BUILDING ELEVATIONS

1/16" = 1'-0"



EAST ELEVATION

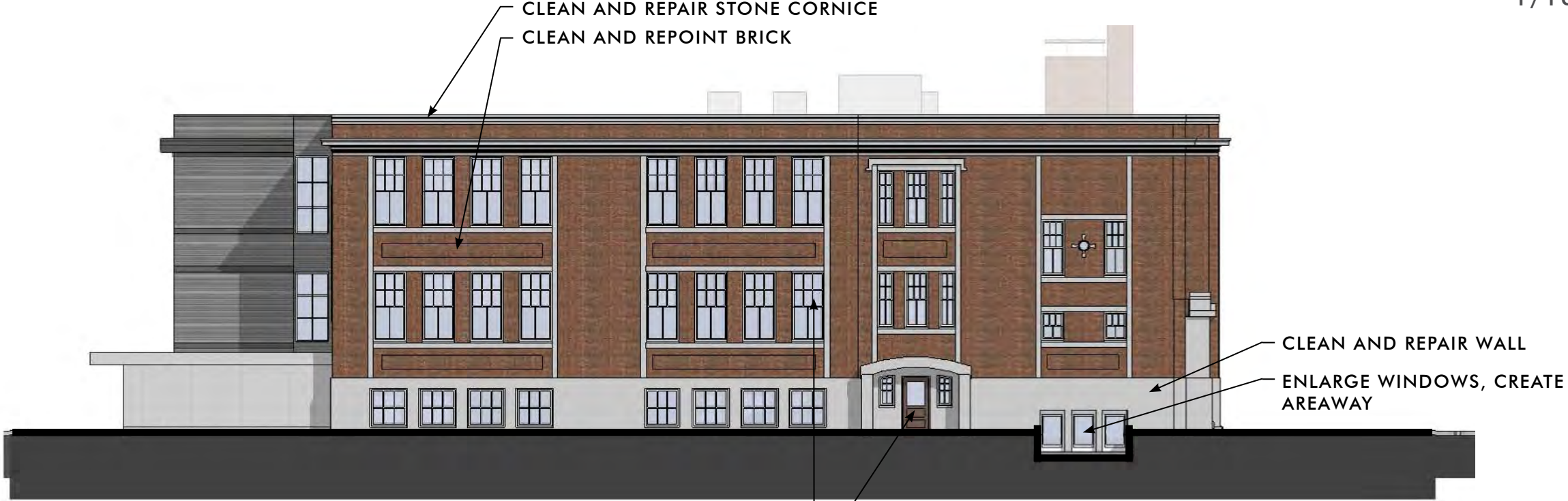


NORTH ELEVATION



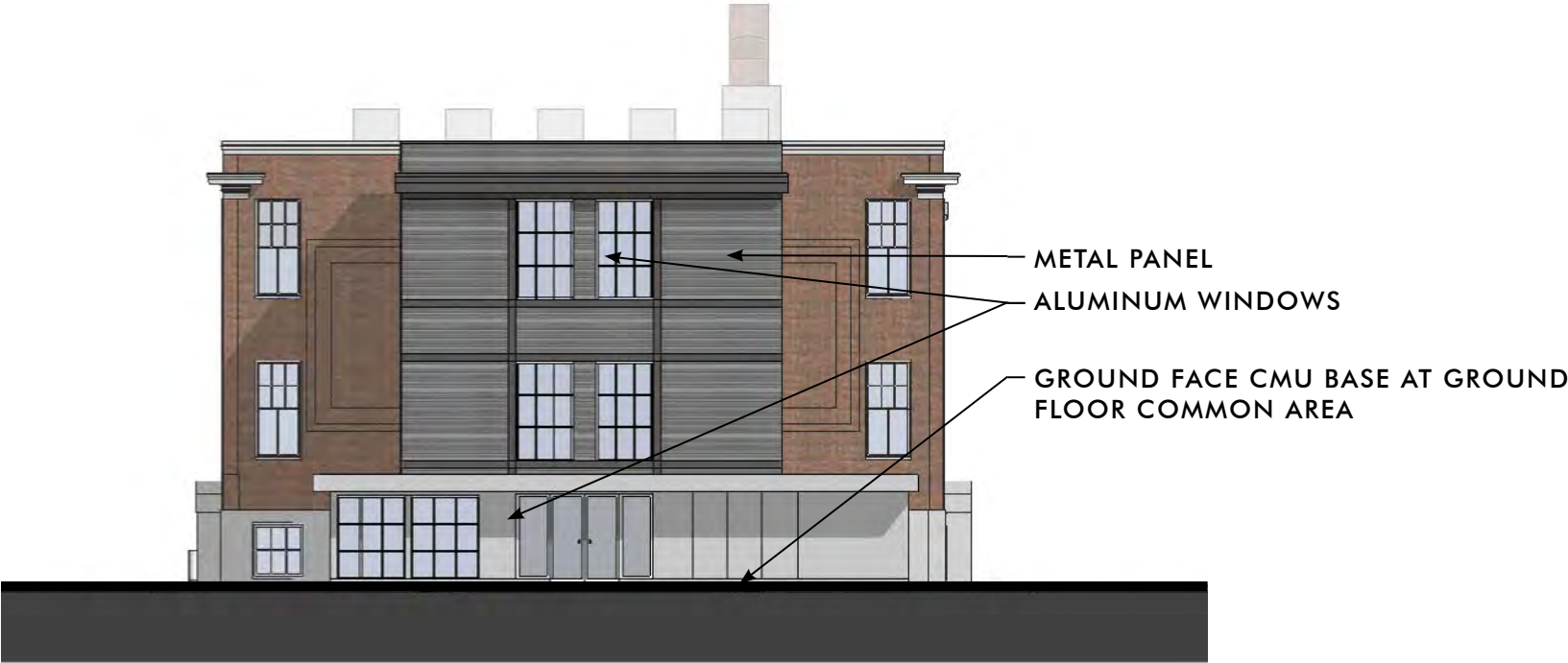
# EXISTING BUILDING ELEVATIONS

1/16" = 1'-0"



HISTORIC REPLACEMENT ALUMINUM WINDOWS  
HISTORIC REPLACEMENT ALUMINUM DOORS AND FRAMES

## SOUTH ELEVATION

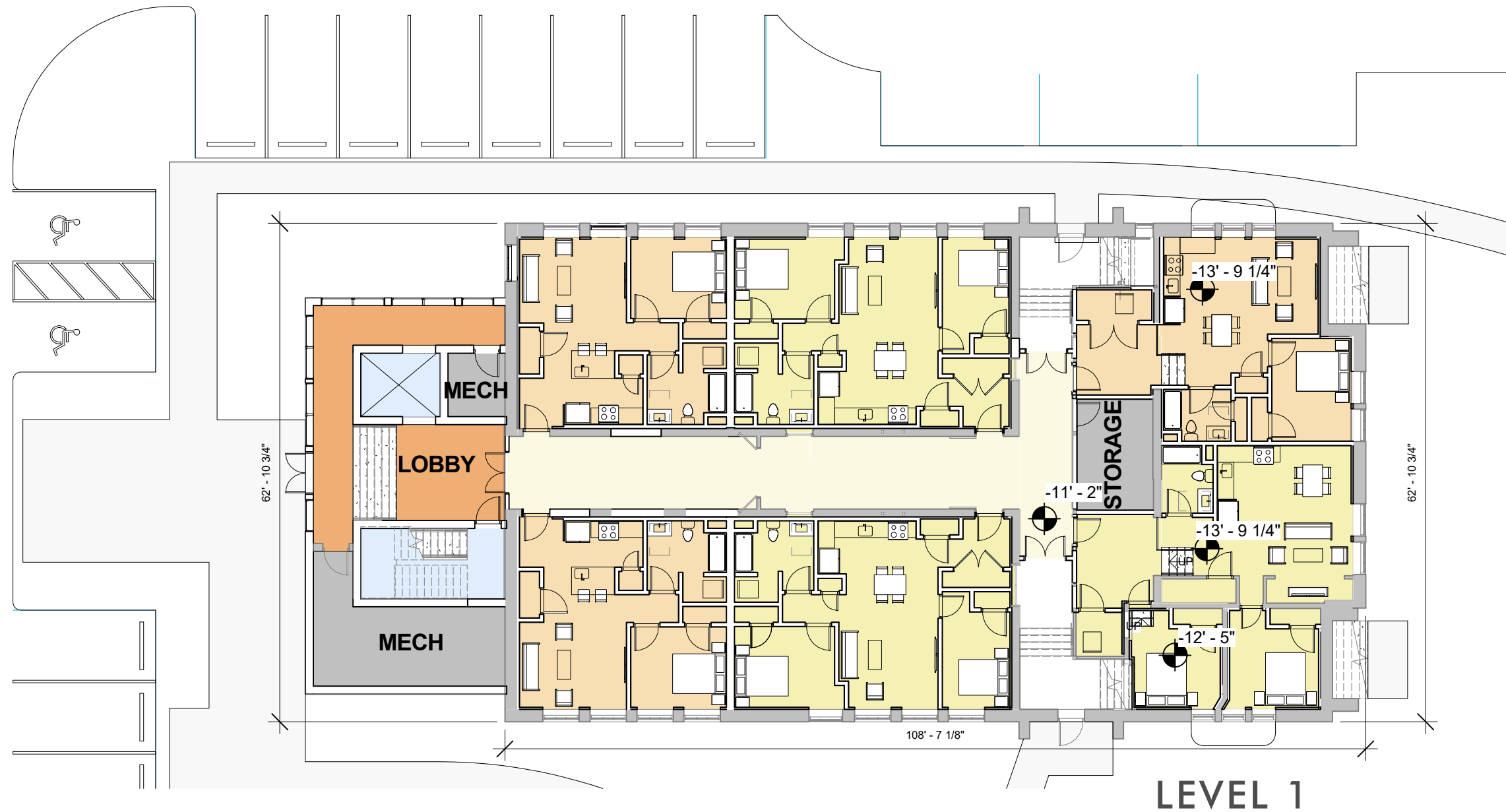


METAL PANEL  
ALUMINUM WINDOWS  
GROUND FACE CMU BASE AT GROUND FLOOR COMMON AREA

## WEST ELEVATION

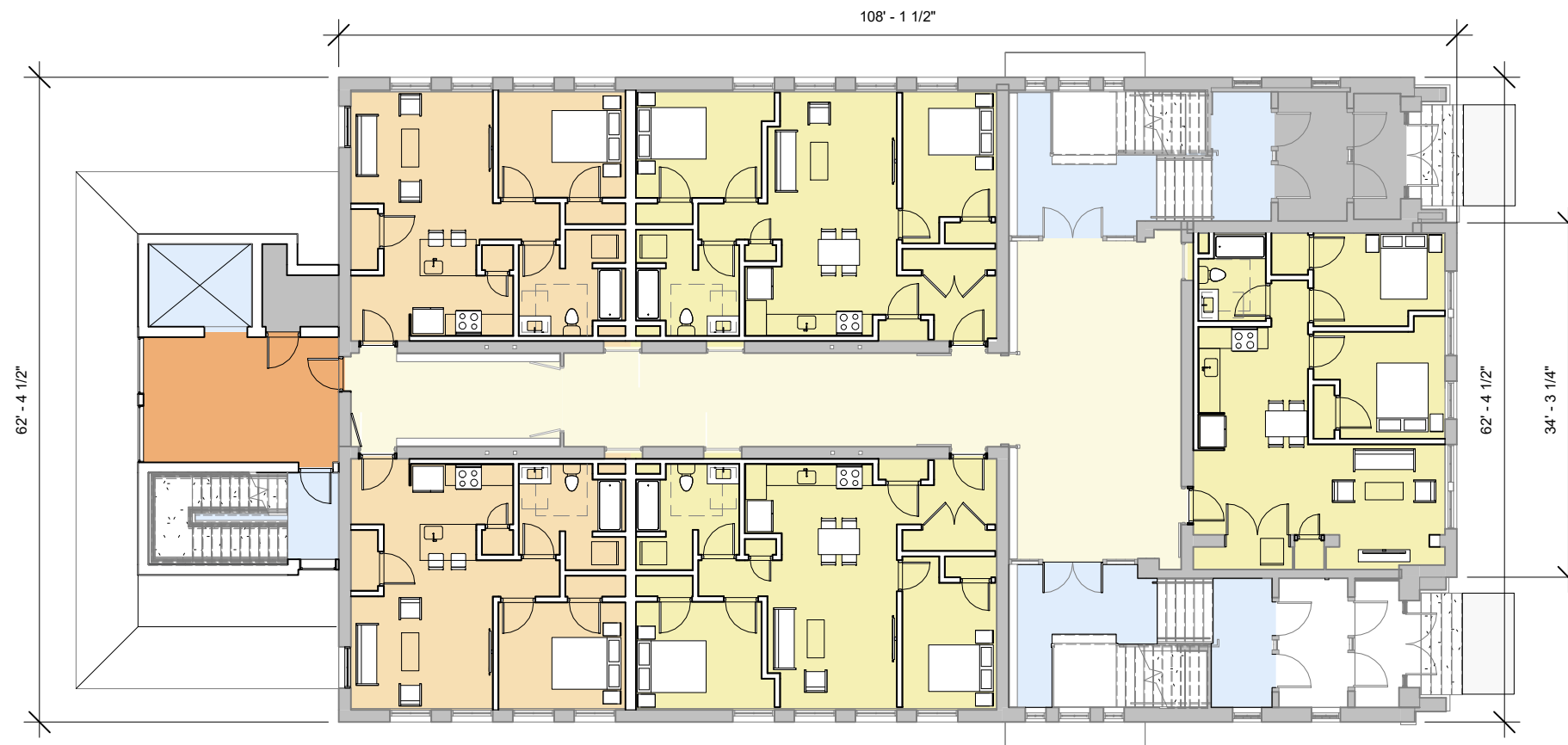
# EXISTING BUILDING FLOOR PLAN

1/16" = 1'-0"



# EXISTING BUILDING FLOOR PLAN

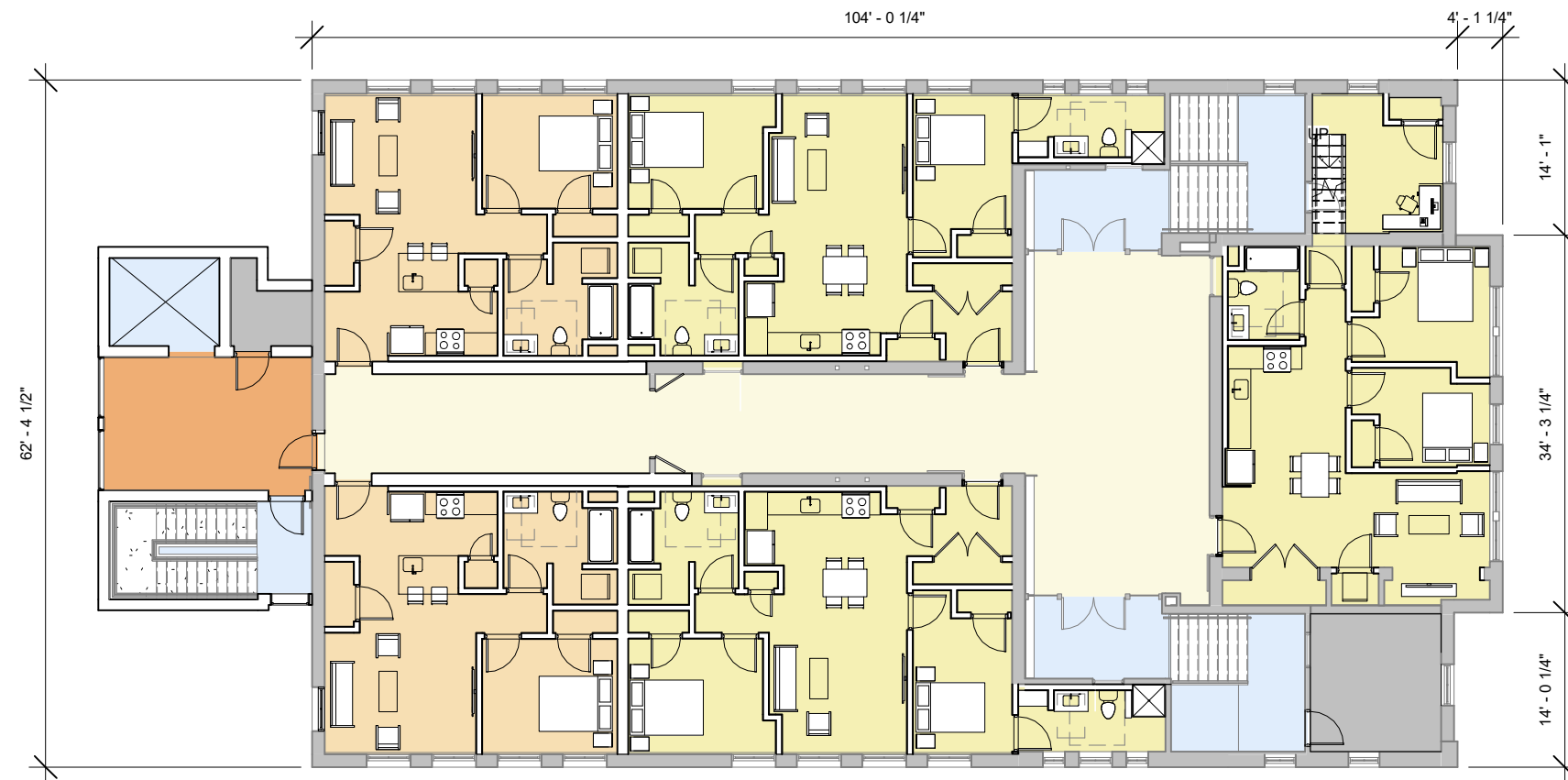
1/16" = 1'-0"



## LEVEL 2

# EXISTING BUILDING FLOOR PLAN

1/16" = 1'-0"

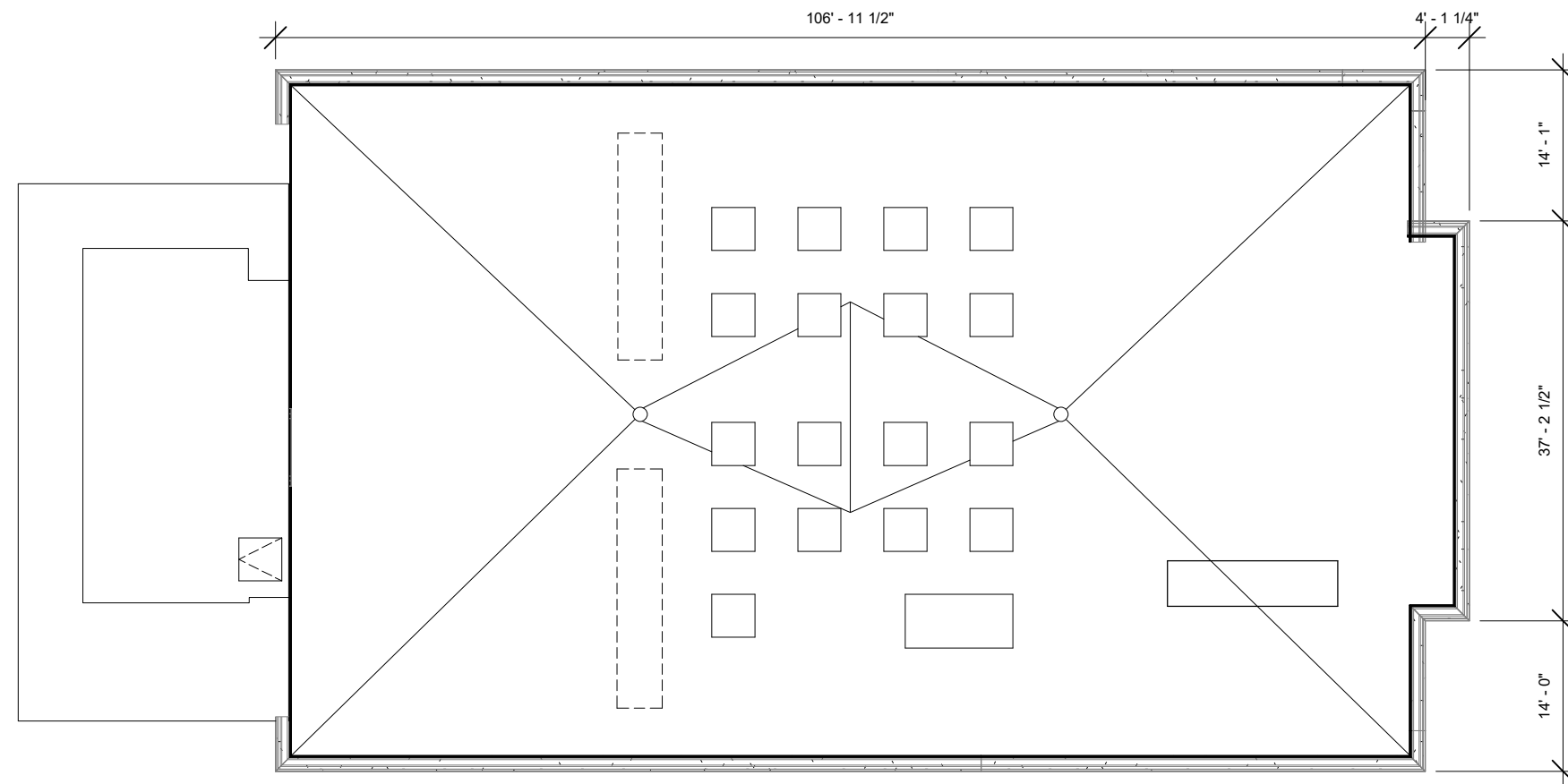


## LEVEL 3



# EXISTING BUILDING PLAN

1/16" = 1'-0"



## ROOF PLAN

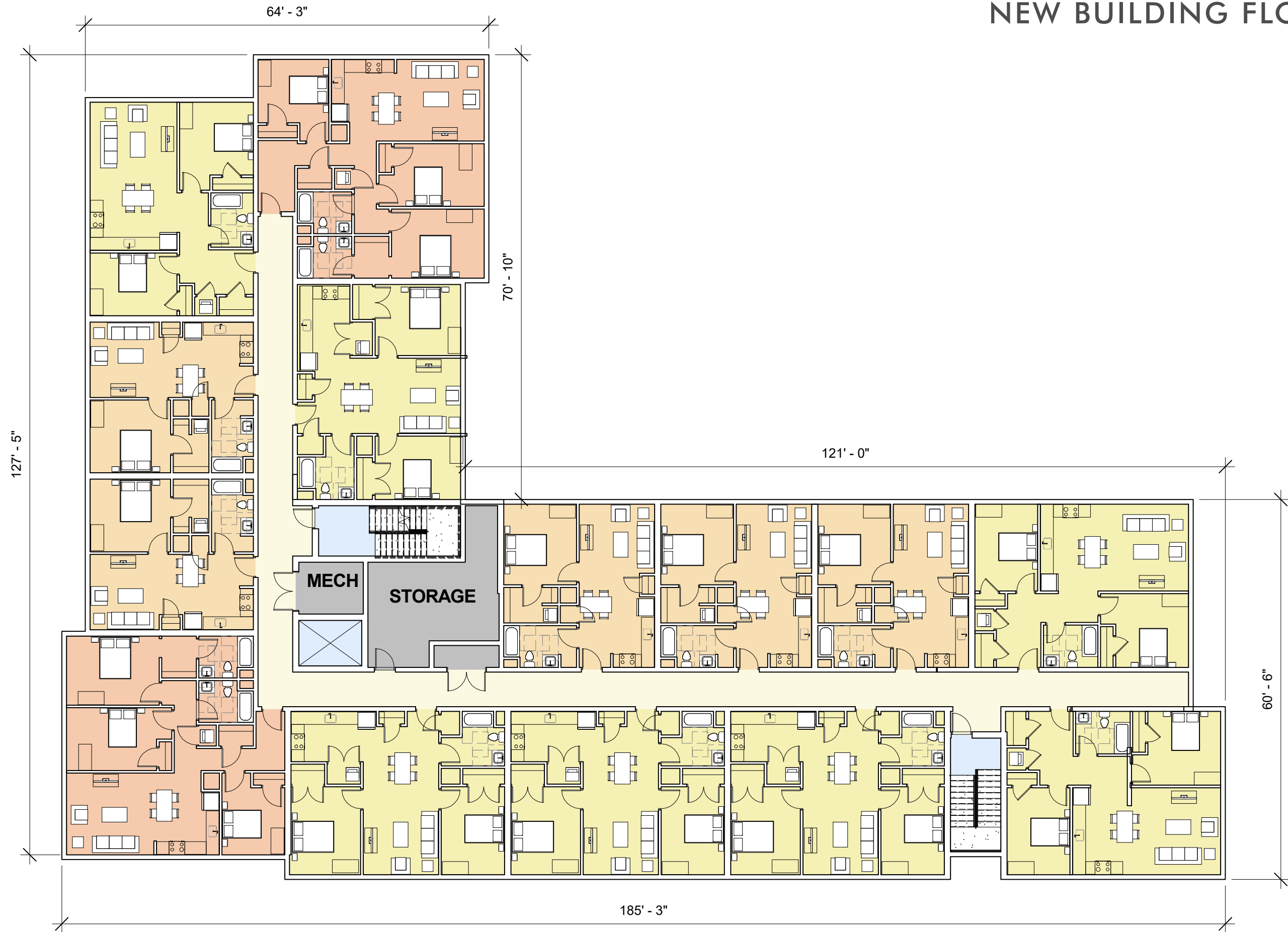
# NEW BUILDING FLOOR PLAN

1/16" = 1'-0"



# NEW BUILDING FLOOR PLAN

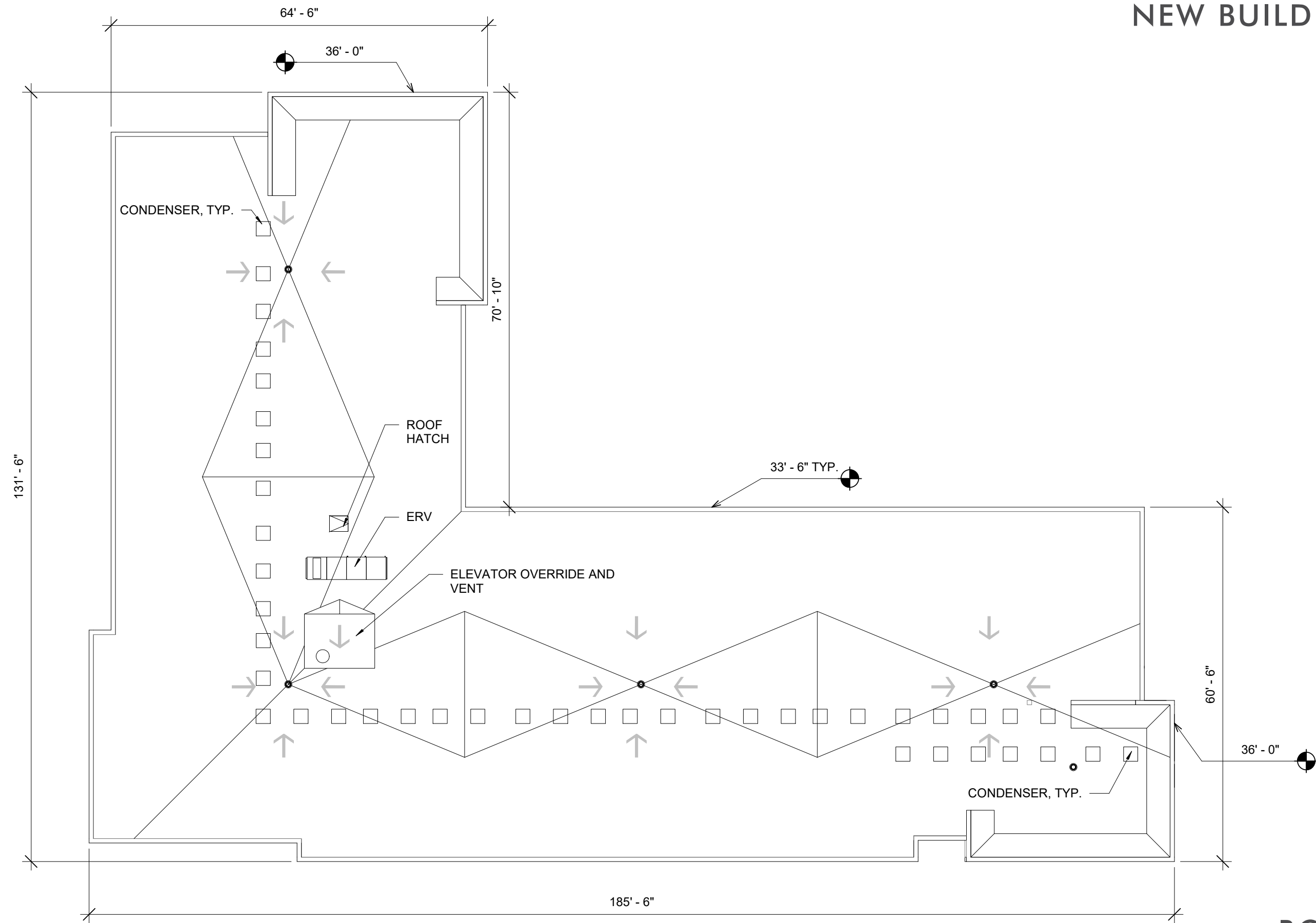
1/16" = 1'-0"



## LEVEL 2 AND 3

# NEW BUILDING PLAN

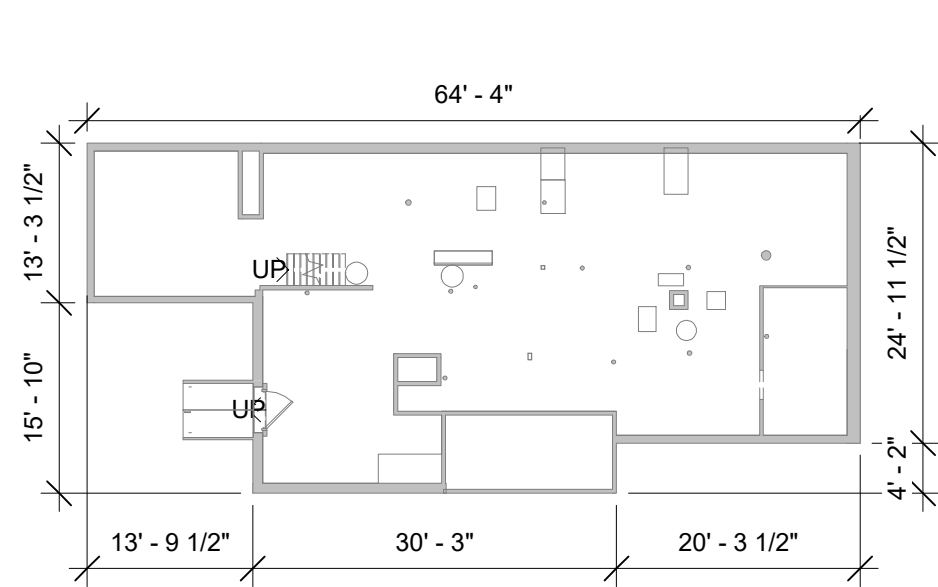
1/16" = 1'-0"



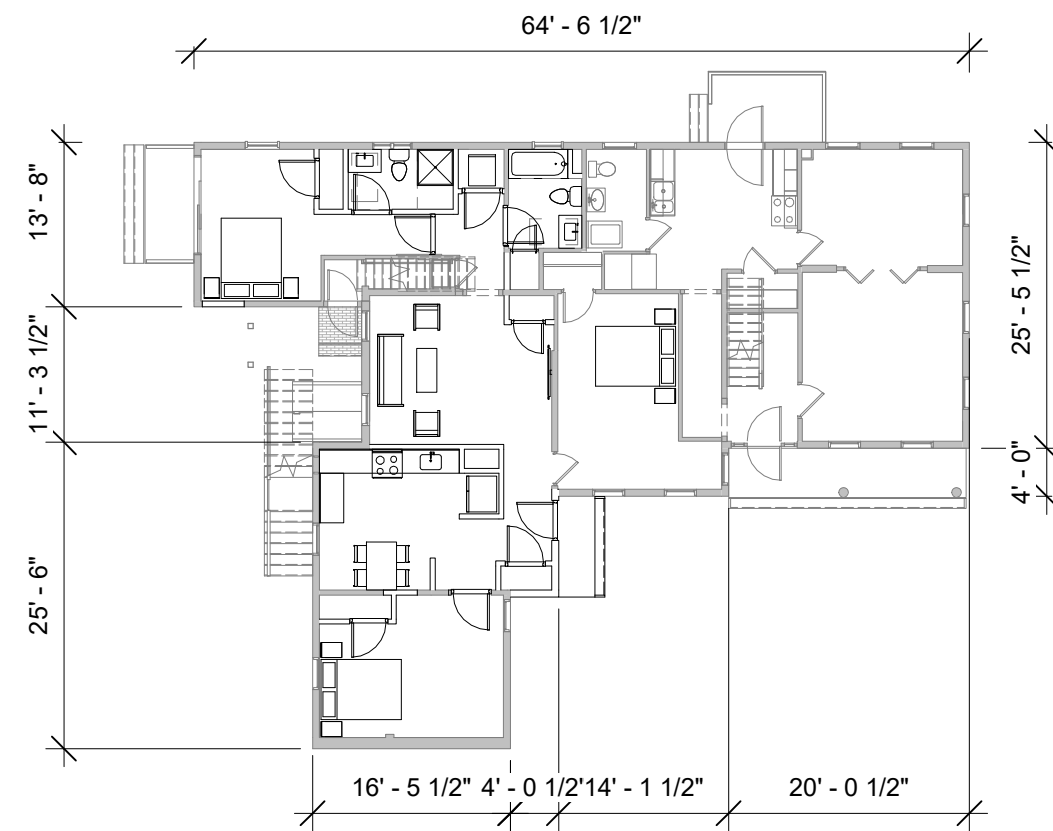
## ROOF

# 242 BUILDING PLAN

1/16" = 1'-0"



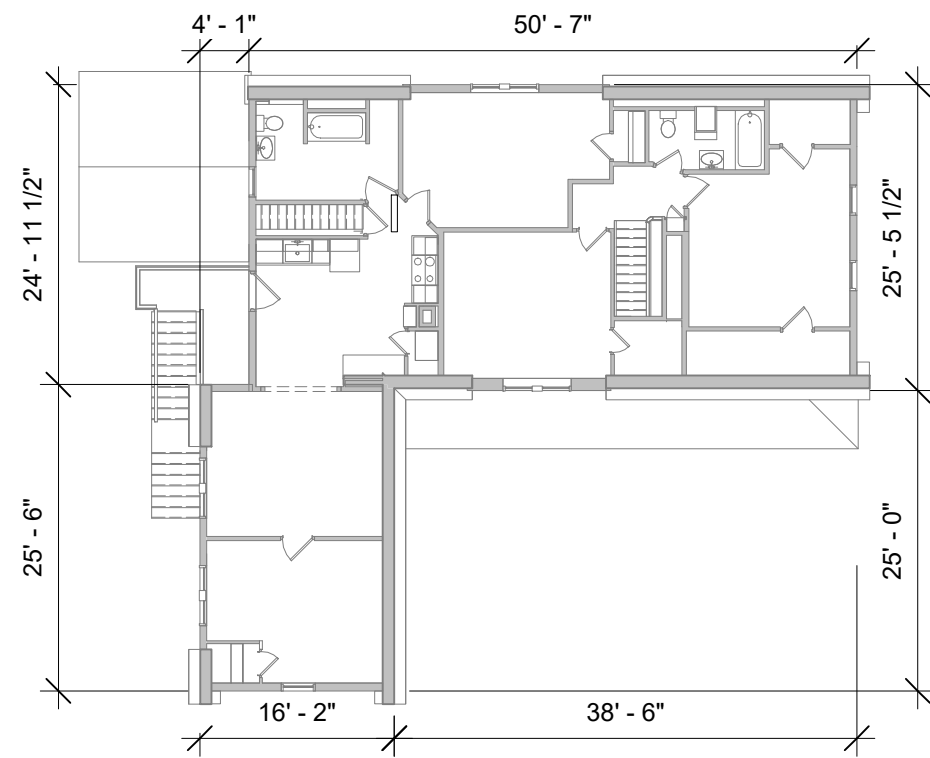
**BASEMENT**



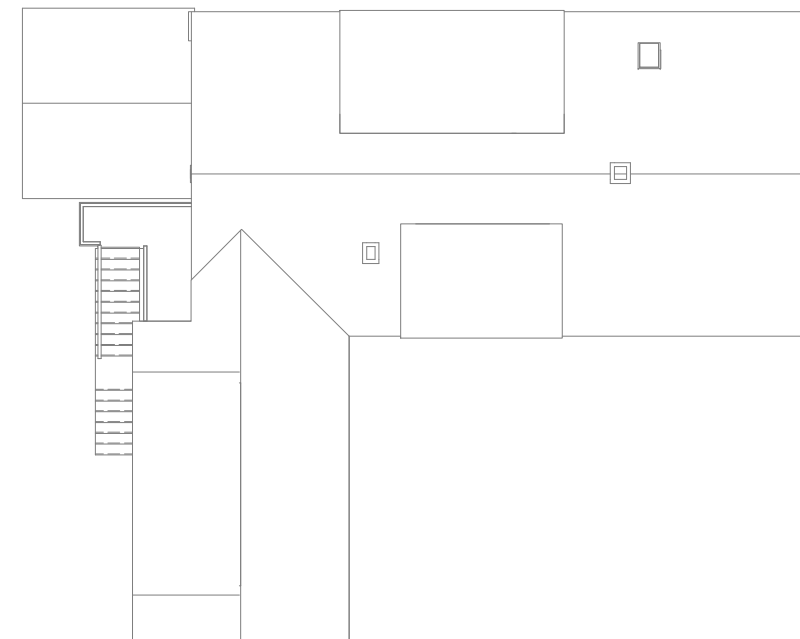
**LEVEL 1**

# 242 BUILDING PLAN

1/16" = 1'-0"



**LEVEL 2**



**ROOF**



PUBLIC PARK & NATURAL PLAYGROUND





## 5. MAP OF PROJECT SITE

Attached here please find an aerial map, existing conditions survey and a proposed site plan.















## **6. LETTERS OF SUPPORT & AUDIT CERTIFICATION**

Attached here please find the letters of support cover page as well as the Audit Certification.



### List of Letters of Support

Name of Sending Entity (e.g., committee, department, official, organization, etc.)	Date Submitted	Date Requested
Senator Marc Pacheco	September 17, 2018	September 2, 2018
Brockton Area Multi-Services, Inc. - Direct Abutter	September 17, 2018	August 20, 2018
Bridgewater Housing Authority - Direct Abutter	September 17, 2018	August 15, 2018
Bridgewater Historic Commission	September 17, 2018	July 23, 2018
Bridgewater Town Manager	September 17, 2018	August 30, 2018
Bridgewater Conservation Agent	September 17, 2018	August 15, 2018

### Audit Certification - Federal Funds

Please circle the appropriate choice as applicable to your applicant agency:

**Option 1:** The applicant certifies that the applicant agency currently expends combined federal funding of \$500,000 or more and, therefore, is required to submit an annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.

**Option 2:** The applicant certifies that the applicant agency currently expends combined federal funding of less than \$500,000 and, therefore, is exempt from the Single Audit Act and cannot charge audit costs to a Community Preservation Act grant. I understand, however, that the Bridgewater Community Preservation Committee may require a limited scope audit as defined in OMB Circular A-133.

b) Enter agency fiscal year: \_\_\_\_\_



The Commonwealth of Massachusetts

MASSACHUSETTS SENATE

OFFICE OF THE PRESIDENT PRO TEMPORE

**SENATOR MARC R. PACHECO**  
PRESIDENT PRO TEMPORE  
*First Plymouth and Bristol District*

STATE HOUSE, ROOM 312B  
BOSTON, MA 02133-1053  
TEL. (617) 722-1551

MARC.PACHECO@MASENATE.GOV  
WWW.MASENATE.GOV

*Chairman*  
SENATE COMMITTEE ON  
GLOBAL WARMING AND CLIMATE CHANGE

JOINT COMMITTEES:  
ECONOMIC DEVELOPMENT AND  
EMERGING TECHNOLOGIES  
EXPORT DEVELOPMENT  
TELECOMMUNICATIONS, UTILITIES AND ENERGY

SENATE COMMITTEE ON  
PERSONNEL AND ADMINISTRATION

September 10, 2018

Melissa Desjardins  
Chairwoman, Bridgewater Community Preservation Committee  
Town Hall, 66 Central Square  
Bridgewater, MA 02324

Dear Ms. Desjardins and Members of the Bridgewater Community Preservation Committee:

I am writing in support of Capstone Communities Development LLC and MPZ Development LLC's application for Community Preservation Committee (CPC) funding for the redevelopment of the McElwain School, a proposed 57 unit mixed-income housing community located at 250 Main Street in Bridgewater, MA.

The Capstone/MPZ team has worked with the community and local municipal leaders to create a development program reflective of the goals of the town and its residents. The current application for CPC financing will go toward the rehabilitation of the McElwain Building, associated open space improvements and the creation of 57 units of mixed-income and affordable housing. In addition to the housing, there will also be community space which will be available for public use, additional green space and resident/visitor parking.

The proposed development will create an opportunity to bring new residents into the town and/or give those already living in Bridgewater an opportunity to relocate or downsize. The development will revitalize a currently underutilized town asset. The development will allow residents to live in close proximity to the MBTA Commuter Rail, Bridgewater State University, and local businesses, providing new opportunities to participate in the local economy.

Again, I am writing in support of Capstone Communities Development LLC and MPZ Development LLC's application for Community Preservation Committee (CPC) funding for the

redevelopment of the McElwain School. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc R. Pacheco". The signature is fluid and cursive, with the first name "Marc" being the most prominent.

Marc R. Pacheco  
President Pro Tempore  
Massachusetts State Senate



August 22, 2018

Bridgewater CPC  
Town Hall, Central Square  
Bridgewater, MA 02324

Re: McElwain School Application for Town of Bridgewater CPC Funds 242 & 250 Main Street

Dear CPC Committee,

I am writing to express my support for the proposed project located at 242 and 250 Main Street as a direct abutter located at 276 Main Street which is to the north west of the development site. As members of the of the Town of Bridgewater's community for the past seventeen years, Brockton Area Multi-Services, Inc., (BAMSI) has made a lasting commitment to the Town. The services we provide at our Bridgewater location (s) are extremely important to the individuals that live there and to the community at large. We are thrilled to support the developers plans to historically rehabilitate the McElwain School and develop the remainder of the currently vacant, overgrown lot in to affordable and market rate apartments.

Capstone Communities Development LLC and MPZ Development LLC have a proven trackrecord of creating high quality, affordable housing communities that are both architecturally attractive and beneficial to the area. This project will ultimately serve as an asset to the neighborhood by allowing our hard-working families to stay in the town while preserving a historic landmark that is significant to many of its residents. The developers also plan to create landscaped outdoor space that will be available for public use as well as a community room that will be available to the public to reserve for meetings and parties which is greatly needed in the Town of Bridgewater.

The use of CPC funds is vital to this high-impact project, which will aide in alleviating some of the pressure on the tight rental housing market while also reviving the streetscape and preserving the natural greenery that already exists on the site. On behalf of 276 Main Street I strongly encourage you to award the Developers their requested CPC funding which will help to ensure that Bridgewater remains a wonderful place to live and work.

Sincerely,

*Lucas Carvalho*

Lucas Carvalho  
Executive Vice President  
Brockton Area Multi-Services, Inc.

# ***Bridgewater Housing Authority***

*10 Heritage Circle, Bridgewater, MA 02324*

*508.697.7405 508.697.9534 (Fax)*

August 16, 2018

Bridgewater CPC  
Town Hall, Central Square  
Bridgewater, MA 02324

Re: McElwain School Application for Town of Bridgewater CPC Funds  
242 & 250 Main Street

Dear CPC Committee,

I am writing to you regarding Capstone Communities Development LLC and MPZ Development LLC's application for Community Preservation Committee (CPC) funds for the redevelopment of the McElwain School. As advocates for affordable housing and being a direct abutter (property located at 96 Hemlock Drive) the Executive Director and the Commissioners of the Bridgewater Housing Authority enthusiastically voted, by a vote of 4-0, to support the developers CPC application to historically renovate the McElwain School, develop the parcel of land behind it, and rehabilitate the three-family house on the adjacent lot to create a total of 57 affordable housing units. The Bridgewater Housing Authority has served the community for over 60 years and understands the critical need for affordable and workforce housing in the Town of Bridgewater. This development would complement our mission to provide safe, quality affordable housing to those in need.

Well served by transit and situated close to Downtown Bridgewater, The McElwain School site is primed for redevelopment but has been damaged and/or concealed by the effects of age, deferred maintenance, and the elements. The development team plans to historically rehabilitate the school to preserve some of its original design elements which pays tribute to the significant role the McElwain school played in the lives of many Bridgewater residents. In addition, the developers also plan to retain many of the mature trees, create a public park and a community room. Not only will these apartment homes serve their residents, they will also become an asset to the neighborhood.

The addition of high quality mixed-income housing will complement the direct neighborhood, which is mostly residential, by renewing the streetscape and alleviating some of the pressure on the tight rental housing market in Bridgewater. After sitting vacant for over 20 years, the McElwain and 242 Main Street sites have the opportunity to fulfill their potential by creating a community serving development that will aid in the growth of Bridgewater. We strongly encourage you to award the developers their requested allocation of CPC funds. This funding is crucial to creating much needed affordable housing in the Town of Bridgewater.

Sincerely,



Nicholas Bagas, Chairperson



Karen A. Rudd, Executive Director

Bridgewater Historical Commission

66 Central Square  
Bridgewater, Mass. 02324  
508-697-0904

August 7, 2018

Bridgewater CPC  
Town Hall, Central Square  
Bridgewater, MA 02324

Re: McElwain School Application for Town of Bridgewater CPC Funds  
242 & 250 Main Street

Dear CPC Committee,

I am writing to you regarding Capstone Communities Development LLC and MPZ Development LLC's application for Community Preservation Committee (CPC) funds for the redevelopment of the McElwain School. As advocates for Historic Preservation, the Commission enthusiastically supports the application to historically renovate the McElwain School, develop the parcel of land beside it, and rehabilitate the three-family house on the adjacent lot to create a total of 57 mixed-income housing units. The Bridgewater Historic Commission's purpose of protecting and preserving historic assets is exemplified by a project such as the McElwain School redevelopment and would allow the Commission to further its mission of historic preservation within the Town of Bridgewater. This development would save a historic building in horrible disrepair and grow the preserved historic building inventory of the Town.

The addition of high quality historically rehabilitated housing will complement the direct neighborhood, which is mostly residential, by renewing the streetscape and alleviating some of the pressure on the tight rental housing market in Bridgewater. After sitting vacant for over 20 years, the McElwain and 242 Main Street sites can fulfill their potential by creating a community serving development that will aid in the growth of Bridgewater. The Commission strongly encourages the CPC to award the developers their requested allocation of CPC funds. This funding is crucial to furthering historic preservation in the Town of Bridgewater.

Sincerely,



David R. Moore, Chair  
Bridgewater Historical Commission





Town Manager's Office  
Town Manager

Municipal Office Building  
66 Central Square  
Bridgewater, MA 02324  
508-697-0919

August 30, 2018

Bridgewater CPC  
Town Hall, Central Square  
Bridgewater, MA 02324

Re: McElwain School Application for Town of Bridgewater CPC Funds  
242 & 250 Main Street

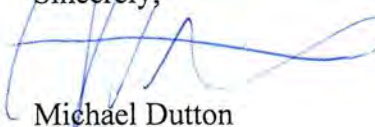
Dear CPC Committee,

Please accept this letter in support of the historic rehabilitation and development of the McElwain School, located at 250 Main Street, and the adjacent three-family house which occupies 242 Main Street. As our town continues to grow, it has become evident that there is a desperate need for centrally located, well-built mixed-income and affordable housing. The developers, Capstone Communities Development LLC and MPZ Development LLC, plan to provide an in-demand product and that will serve the community and ultimately contribute to the greater economic success of this neighborhood and our town.

As the Town Manager, it is my duty to ensure proper operation of town affairs. In this regard, I enthusiastically support the use of CPC funds to leverage a wide variety of other state and federal funding that will allow this site to be developed into its best and highest use. The way in which the developers plan to rehabilitate the McElwain School and develop the remainder of the land speaks volumes about their dedication to providing quality mixed-income and affordable housing. The carefully thought out design of the buildings will ensure that the site becomes an asset to the community. The 1, 2 and 3-bedroom unit mix, range of acceptable incomes, and access to a community room and park for the public will attract a diverse mix of tenants, further stimulating this neighborhood's growth. Their efforts to protect the wetlands that sit towards the back of the property and maintain the mature trees that amass the site will safeguard the natural resources that serve our town.

CPC funding is pivotal to the rehabilitation and development of the McElwain School and 242 Main Street and will bring much needed housing to a growing neighborhood. I encourage you to support this project by awarding it its requested funding.

Sincerely,



Michael Dutton  
Town Manager





**Community & Economic Development Division**  
Conservation/Zoning Board of Appeals

**Municipal Office Building**  
66 Central Square  
Bridgewater, MA 02324  
508-697-0907

September 13, 2018

Bridgewater CPC  
Town Hall, Central Square  
Bridgewater, MA 02324

Re: McElwain School Application for Town of Bridgewater CPC Funds  
242 & 250 Main Street

Dear CPC Committee,

On behalf of the Town of Bridgewater Conservation commission, I am writing to extend my support for the historic rehabilitation and development of the McElwain School site and the rehabilitation of the three-family home located at 242 Main Street. The award of CPC funds to the project would create 57 high quality, affordable housing units that the town largely needs. The developers, Capstone Community Development LLC and MPZ Development LLC, also plan to conserve a small wetland that occupies the rear section of the property in accordance with MGL Chapter 131, § 40 The Wetlands Protection Act, and maintain the mature trees and landscaping, which is essential to our mission of preserving and protecting natural resources within the town. I have visited the site and agree with their approach to site related conservation – a Conservation Commission hearing will not be required for this project.

The Conservation Commission serves the community by protecting, promoting and enhancing the wetlands, wildlife and water resources in the town through various means of outreach, land management and education. The developer's goals align with ours in that they are also working to preserve a historic and significant site that will become an asset to the community. The McElwain School building has been neglected for years, and we are thrilled with the developers plans to historically rehabilitate the building, returning it to its original integrity, and create additional new construction affordable housing on the site all while preserving the natural resources that surround it. The addition of a community room, new landscaping throughout and a public park will allow both the residents and the community to take advantage of these resources.

The creation of high quality, mixed-income housing on the McElwain School site and the adjacent parcel would be an excellent use of CPC funds and we fully support the developer's efforts to provide a high-impact product and service to the neighborhood. The Conservation Commission urges you to award the development its requested CPC funding.

Sincerely,

Town of Bridgewater Conservation Commission

Azu O. C. Etoniru, P.E., P.L.S.  
Town Engineer/Conservation Commission Agent

# B. Attachments



ARCHITECTURAL FIRM QUALIFICATIONS

*McElwain School  
Apartments*

MPZ Development LLC

June 26, 2018

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PRELLWITZ CHILINSKI ASSOCIATES

*we design  
places for people*

# ABOUT US



PCA Office in  
Inman Square

## PCA VISION

Based in Cambridge, we are committed to putting design into practical action on behalf of our clients. Working collaboratively, we bring an uncommon combination of business insight and creative problem-solving power to each project. Our size, along with our collaborative culture and cutting-edge technology, allows us to commit extensive resources to our projects while retaining the accessibility and focused personal service of a smaller organization.

PCA has enjoyed steady growth over its three-decade history and has become greater Boston's 14th largest design firm (Source: 2017 Boston Business Journal Book of Lists) with an annual sales volume in 2016 of \$12.7 million.

Since 1982 PCA's thoughtful, award-winning design has generated one success after another for our clients - projects which thrive and bring lasting value to the community.

## FIRM PHILOSOPHY

Our mission statement captures a lot about what we believe and how we work.

*We believe in creating great **places for people** by combining business insight with creative problem-solving for our clients.*

Creating places for people is the heart and soul of our practice. As architects designing poetic and practical places, we aim to make places that shine with identity and character, and that function and delight in equal measure.

We walk in your shoes—working to understand your goals and bringing our creativity to the table to find unexpected opportunities, unlock unseen potential, and transform challenges into celebrated spaces. We think beyond architecture—from asset management to planning, strategy to schematics, interior finishes to brand graphics—to find targeted solutions that support your overall mission, even when the best solution isn't necessarily architectural.







# RELEVANT EXPERIENCE

PHOTO CREDIT - GUSTAV HOLLAND



Above: Parkside on Adams  
Left: Allston Green District

## EXPERIENCE IN MULTI-FAMILY HOUSING DEVELOPMENTS

PCA's portfolio of multifamily housing continues to grow exponentially, with many additional projects currently in permitting, review or construction. Each development is tailored to the site and the client's goals, providing consistently high returns on investment with units renting and selling well before opening day.

PCA works with developers on a range of projects from fully affordable housing developments to mixed income housing. In our experience, it is clear that even a tight budget can be enhanced with good design. PCA's value added approach keeps budgets in line, while also giving our developer clients and ultimately, the residents, a sense of a unique, well designed space they can call home.

## CREATING GREAT PLACES TO LIVE

Our goal is to create the next great place to live – combining site planning, architecture and interior design to make residents feel at home and get the community excited and on board to welcome a good new neighbor. PCA's design approach can be contemporary or contextual, suburban or urban, attracting a different demographic or fulfilling community wish lists as needed, without compromising budget or program. Our success is demonstrated in the high level of repeat clients - developers and owners who return to PCA again and again to find solutions for their most complex challenges.

# DAVID CHILINSKI FAIA

PRINCIPAL



David is a leading force in realizing PCA's mission of building "places" that enlighten and enrich people's lives. A passionate advocate of the "24 hour city," David has spearheaded many urban planning and design projects with complex approvals processes and high levels of community involvement.

## EDUCATION

Rensselaer Polytechnic Institute  
*Bachelor of Architecture, 1977*

## REGISTRATION

Massachusetts  
Connecticut  
New Hampshire  
Maine  
CO, FL, GA, MD, MO, NJ, NY, NC, PA,  
RI, TN, VA, Washington DC

## AFFILIATIONS

Boston Society of Architects  
American Institute of Architects  
American Planning Association  
Urban Land Institute  
Boston Preservation Alliance  
National Trust for Historic Preservation  
Preservation Massachusetts  
Society College & University Planners

## PROFESSIONAL EXPERIENCE

As President and Co-Founder, David Chilinski has been guiding the firm for over 35 years with an infectious entrepreneurial spirit and unwavering commitment to creating vibrant, sustainable community places.

His experience includes planning, branding, programming, architectural and interior design for mixed-use urban villages and town centers, commercial and retail developments, multifamily housing, restaurants, hotels and academic facilities.

## COMMUNITY SERVICE

Member, Harvard Square Business Association, *1985 - Present*  
Agassiz Baldwin Community Advisory Committee, *1985 - Present*  
Member/Supporter, Maud Morgan Arts Center, *1985 - Present*  
Participant, Project Bread / Walk for Hunger, *1985 - Present*  
Advisor, Massachusetts College of Art Advisory Group, *2014 - 2016*  
Consultant, Trust for City Hall Plaza, *1990 - 1992*  
Guest Lecturer, Boston University School of Management, *2008 - 2014*  
Presenter, MIT Sustainability Summit, *2008*

## SELECTED PROJECTS

Washington Village, South Boston, MA - Core Investments  
*1 million sf, 6 block mixed-use retail, residential neighborhood*

The Parkside on Adams, Roslindale, MA - Peregrine Group  
*Adaptive reuse of historic substation & addition of 43-unit apt development*

ECO Apartments, Allston, MA - The Mount Vernon Company  
*93,280SF, 104-unit residential building*

Jackson Square Master Plan - Jamaica Plain, MA - JPNDC  
*Mixed-income community with 400-residential units, 80,000 SF of retail*

Tuscan Village, Portsmouth, NH - Tuscan Brands  
*50-acre mixed use development, portsmouth, NH*

Wilber School Apartments, Sharon, MA - Beacon Communities  
*LEED Gold 75-unit historic rehab. & new addition*

Port Landing, Cambridge, MA - Capstone Development  
*20 affordable apartment homes including with parking for 16 cars.*

Ames Shovel Works, North Easton, MA - Beacon Communities  
*113-unit residential historic re-use*

Treehouse, Easthampton, MA Beacon Communities/Treehouse Foundation,  
*Intergenerational community for foster/adoptive families with 48 attached senior housing unit*

Jackson Commons, Roxbury, MA - Urban Edge  
*Historic renovation / new construction of mixed use residential/office/retail*

Walker Park, Roxbury, MA - Urban Edge  
*LEAN Construction Affordable Housing*



# MARK ECLIPSE

AIA, LEED AP  
PRINCIPAL



Mark brings high level design skills to projects ranging from higher-education and multi-family residential to retail. He believes that every client has a message to convey, and is focused on helping them communicate their stories through design.

## EDUCATION

University of Pennsylvania  
Graduate School of Fine Arts  
*Master of Architecture, 1995*

Washington State University  
*Bachelor of Architecture, 1990*

## REGISTRATION

Massachusetts  
LEED Accredited Professional

## PROFESSIONAL EXPERIENCE

Prellwitz Chilinski Associates, Inc.  
*2005 - Present*

Sasaki Associates, *1995 - 2005*

Blackney Hayes Architects, *1994 - 1995*

William Polk Associates, *1990 - 1993*

NBBJ Architects, *1989*

## SELECTED PROJECTS

Jackson Commons, Roxbury, MA - Urban Edge  
*Historic renovation / new construction of mixed use residential/office/retail*

Heath Terrace Affordable Housing, Jamaica Plain, MA - JPNDC  
*56,290 SF, 4-story affordable multifamily building and community space*

Washington Village, South Boston, MA - Core Investments  
*1 million sf, 6 block mixed-use retail, residential neighborhood*

Hingham Moorings, Hingham, MA - Samuels Associates  
*Planning of multifamily buildings*

Arsenal Yards, Watertown, MA - Boylston Properties / The Wilder Co.  
*Mixed-use development including 350,000 SF of retail, 500 units of housing*

Jackson Square Master Plan - Jamaica Plain, MA - JPNDC  
*Mixed-income community with 400-residential units, 80,000 SF of retail*

Maud Morgan Arts Center, Cambridge, MA - Agassiz Baldwin Community  
*A 3,200 sf city-wide art center featuring four studios*

100 Federal Street Retail, Boston, MA - Boston Properties  
*Study of retail positioning in downtown Boston*

198 Hanover Street, Boston, MA - Charter Realty  
*Mixed Use Development in the historic north end*

MarketStreet, Lynnfield, MA - National Development / WS Development  
*Mixed use lifestyle center*

Legacy Place, Dedham, MA - WS Development  
*500,000 SF Mixed-Use Retail and Office Complex*

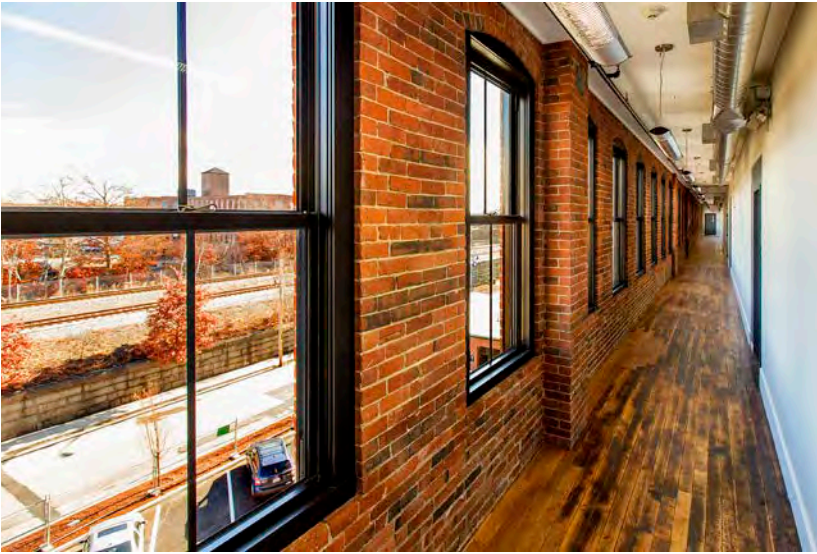
The Street, Chestnut Hill, MA - WS Development  
*Mixed-Use Retail and Offices*

Worcester State College Chandler Apartments, Worcester, MA  
*420-bed Apartment Renovations*

Settler's Green, North Conway, MA - OVP Management  
*100,000 SF shopping center Completed in 2000*

# STATION LOFTS

PATRICK ROGERS



## LOCATION

Brockton, Massachusetts

## PROGRAM

Adaptive reuse of 100 year old, 4-story manufacturing building to create 25 mixed income rental units with parking.

Completed 2014.

## CLIENT

Capstone Communities







### PCA SOLUTION

Capstone Communities, a Cambridge based developer of mixed income, workforce and historic apartment communities, engaged PCA to design the complete historic rehabilitation of the former Stall & Dean Building, located in the heart of Brockton’s Smart Growth Overlay District near Brockton’s City Hall.

The design capitalizes on the original building character to create the type of environment sought after by young professionals and empty nesters.

Station Lofts offers 25 apartment homes including 5 lofts, 16 two-bedroom and 4 one-bedroom units, with parking for 26 cars on site. The lofts are designed as live-work units marketed to artists, bringing a more eclectic mix to Brockton’s downtown. The one-story addition from the mid-20th century has been converted into an open-air parking garage.

Exposed brick and ceiling beams, original wood floors, bead board ceilings, sliding fire doors and an original stairway are integrated into the design. The installation of historically accurate windows, re-pointing of the original brick exterior, new landscaping, sidewalk and lighting improvements transform this abandoned building, infusing life into the downtown and helping to spur future housing and economic development.



Top: Overview of building from back  
 Middle: Model Unit  
 Below: Detail



# JACKSON COMMONS

JOHN HORNER



## LOCATION

Roxbury, Massachusetts

## PROGRAM

Adaptive re-use and gut renovation of existing 100-year old building and 4-story addition to include 37 mixed-income rental apartments, community learning center, and retail/office space. LEED Gold for Homes certified

Completed 2015.

## CLIENT

Urban Edge



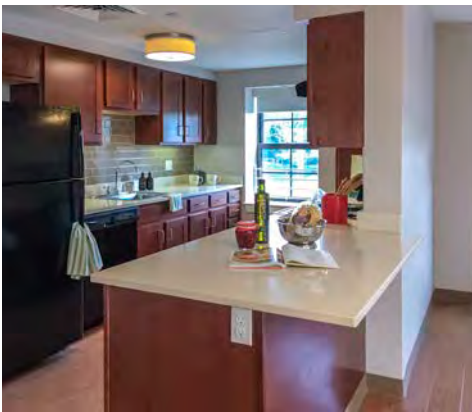




Historic Webb Building.



Above: Office and conference spaces.  
Below: rental unit open floor layout



**AWARDS**

Best in American Living Award  
National Association of Home Builders, 2017

**CLIENT CHALLENGE**

In conjunction with Stull&Lee/Tise Architects; PCA played a key role in the development of the Jackson Square Master Plan serving as the liaison to the BRA during the Article 80 review and approval. A key component was the coordination of the efforts of 3 different architectural firms in the development of a coordinated neighborhood vision.

**SOLUTION:**

Jackson Commons is the second building to be completed under the Jackson Square Redevelopment Master Plan which includes 360 units of housing, 80,000 square feet of retail, office space, and community recreation facilities. At Jackson Commons, 8 units are dedicated for homeless households, who will benefit from an on-site resource coordinator who will provide case management services to all of the residents living in the building, with a focus on those who were formerly homeless. 21 units are dedicated for households below 60% of Area Median Income (AMI), 3 below 80% AMI, and 5 below 110% AMI.

The design highlights the historic F.W. Webb Building including the recreation of the door and window patterns from its original façade and the conservation of a historic painted sign and cornice. The 4-story brick, metal and glass addition extends the new street wall established in the Jackson Square master plan and frames the entry to the new Jackson Square from the north. The first floor of the building houses community uses and educational programming that operate during the day and into the early evening hours, activating the street. A south-facing open space/play area for the residents is sheltered from Columbus Avenue noise and traffic. The project received a LEED Gold rating.



# WILBER SCHOOL APARTMENTS

PHOTO CREDIT - BRUCE T. MARTIN



## LOCATION

Sharon, Massachusetts

## PROGRAM

Renovation and expansion of historic school into 75-unit, 105,500 SF mixed-income apartment complex. LEED Gold Certified.

Completed 2010.

## CLIENT

Beacon Communities LLC







**CLIENT CHALLENGE:  
REVITALIZE A LONG-DORMANT LANDMARK**

The Wilber School, a nationally-registered landmark built in 1922, stood empty since 1981. Following several failed renovation concepts, developer Beacon Communities won approval for a mixed-income apartment renovation in 2006. The team tapped PCA to overcome a tough design challenge: combine historic elegance with modern amenities, sustainability, and functionality--all while satisfying local regulations and the stringent preservation requirements of the National Parks Service.

**PCA SOLUTION:  
PARTNERSHIP FOR HISTORIC, SUSTAINABLE DESIGN**

PCA visited the National Parks Service and actively engaged both client and community in designing a renovation and addition that compliments the existing school in height, materials, scale, and aesthetic character while adhering to LEED-level sustainable design standards. Wide hallways, tall ceilings, large windows, high-quality materials, and close interior design partnership with Beacon Concepts LLC lent modern luxury to 75 new homes without exceeding the client’s original budget.

**RESULT**

Wilber School Apartments opened successfully in Fall 2010, protecting an iconic building’s historic legacy while reconnecting it to the community through mixed-income housing. Its design simultaneously galvanized community support, adhered to national park service preservation guidelines, and met the LEED threshold for sustainable design.

The result succeeds for the town and developer: innovative, versatile homes integrated seamlessly into the fabric of the local community.

*“We’re very proud of this project. After 30 years vacant, Sharon has its centerpiece back. PCA’s design helped set a new bar for sustainability and affordable luxury.”*

*— Howard Cohen, CEO,  
Beacon Communities*

**AWARDS**

Paul E. Tsongas Preservation Award  
National Housing & Rehabilitation  
Association, 2012  
Preservation Massachusetts

Preservation Award, 2012  
Massachusetts Historical Commission

Specialty Housing -  
Best Affordable Community  
(NAA) Paragon Award,  
2012 National Apartment Association

J. Timothy Anderson Award  
Excellence in Historic Rehabilitation,  
2010, National Housing  
& Rehabilitation Association

Annual Historic  
Preservation Award, 2010  
Sharon Historical Commission

**PUBLISHED ARTICLES**

Multi-Housing News  
“Long-Shuttered School Transformed into  
Apartments,” September, 2010



# THE PARKSIDE ON ADAMS

PHOTO CREDIT - GUSTAV HOILAND



## LOCATION

Roslindale, Massachusetts

## PROGRAM

Adaptive reuse of historic substation for restaurant/retail use and development of 43-unit residential building.

Completed 2015, 2017

## CLIENT

Peregrine Development







## CLIENT CHALLENGE

The community of Roslindale had long sought a financially viable way to preserve and retain Roslindale’s historic substation, situated at the heart of the town’s business district across from busy Adams Park. After several attempts at development by the Town of Roslindale, PCA was selected by Peregrine Urban Initiative to find a solution, working with Roslindale Main Streets and Historic Boston to knit together old and new.

## SOLUTION

PCA’s solution completes this last edge of the town “square”, reinventing the substation as a restaurant and introducing new 43-unit residential building that wraps around the station. The new residences both create 24/7 activity and help to subsidize the costs of renovations to the older building.

The Parkside on Adams residences offer studio, one- and two-bedroom units, bike storage, a fourth floor garden roof terrace and on grade parking for 38 cars. A small office space—the future home for Roslindale Village Main Street—activates the building along Washington Street, reinforcing this façade’s commercial character. At the back of the site, a residential treatment conceals on-grade parking for the residences. Six of the units are designated as affordable and available by lottery.

PCA is working with renowned chef Chris Douglass (of the popular Ashmont Grill and Tavolo) to create a new destination restaurant in the substation’s soaring interior space. The design showcases the industrial character of the historic structure, particularly the restored brick, tile, and massive windows. The restaurant features outdoor seating, local, creative cuisine, and the casual neighborhood atmosphere found at Douglass’ other restaurants.

## HISTORY

Vacant since 1971, the Roslindale Substation is a former power supply and switching station that was part of Boston’s network of electric trolley cars. The 1911 building, designed in a Classical Revival style by Robert S. Peabody, was formally designated as a National Historic Landmark in 2013.

Prior attempts for redevelopment were stalled by the prohibitive cost of restoration. In 2011, the Boston Redevelopment Authority designated two non-profits, HBI and Roslindale Village Main Street, to examine re-use options. In 2012, the timely sale of an adjacent lot provided the opportunity for the current development and design team. An inventive restoration and planning effort led to the substation’s listing on the National Register of Historic Places, with access to historic tax credits, and capitalized on newly available square footage to develop rental housing.





# PORT LANDING

PATRICK ROGERS



## LOCATION

Cambridge, Massachusetts

## PROGRAM

20 affordable apartment homes with 4 one-BR, 14 two-BR and 2 three-BR units with parking for 16 cars.

Completed 2016.

LEED for Homes Gold Certified

## CLIENT

Capstone Properties

Hope Real Estate Enterprises LLC







Entry with historical map of neighborhood



Two bedroom unit



Location map

## SOLUTION

Located in a walkable and transit-served neighborhood near large job centers, Port Landing brings high-quality affordable housing to the tight Cambridge housing market.

At 3 stories, Port Landing consists of 20 apartments including 4 one bedroom units, 14 two bedroom units, and 2 three-bedroom units ranging in size from 550 sf to 1,050 SF, with the high proportion of two- and three-bedroom units intended to house families.

The design of Port Landing takes cues from adjacent brick structures and the classic wood-framed homes throughout the neighborhood. The street-facing facades include a combination of red brick and siding, with large windows to allow for ample natural light into the units. The building is south-facing to facilitate passive heating in the winter months. Port Landing provides 16 below grade parking spaces and ample covered and uncovered bike parking exceeding ordinance requirements.

To the extent permitted by DHCD, 70% of the units will give preference to current Cambridge residents, municipal and school department employees, and employees of local businesses, including a family that had been displaced by a major fire in the neighborhood in 2016. 12 units are set aside for households that earn at or below 60% of the Area Median Income (AMI), 6 units are set aside at or below 50% of AMI, and 2 units are set aside for households that earn at or below 30% of AMI.

## HISTORY

The site has a unique history, having been deeded to a local neighborhood group in 1998 with restrictions that have required that the property only be used for specific community-serving uses: affordable housing, a gymnasium, community center, or a park. However, the neighborhood group no longer owns the property, and the lot has remained undeveloped for the past fourteen years. The development of Port Landing by Capstone Communities allows the parcel to at last fulfill its original obligation to be an asset to the community.

## AWARDS

PRISM Award - Best Affordable Community 2017  
 Builders & Remodelers Association of Greater Boston

# RESIDENTIAL

WARREN JAGGER



The Edge and  
ECO Apartments  
in Allston's  
Green District

## IN PROCESS

### WASHINGTON VILLAGE

656 rental units and first time homes  
Boston, Massachusetts  
DJ Properties

### NORTH SQUARE @ THE MILL DISTRICT

130 units, 20% for residents under 50% AMI in  
2 buildings w/ retail and public common  
Amherst, Massachusetts  
Beacon Communities

### FRANKLIN HIGHLANDS

Renovation of 270 unit in 23 buildings  
Jamaica Plain, Massachusetts  
Maloney Properties

### 384 HARVARD STREET

58 of 62 affordable housing units for elderly  
Brookline, Massachusetts  
Jewish Council for Housing for the Elderly

### WASHINGTON PLACE

160 residential rental units, 53,700 SF retail  
Newtonville, Massachusetts  
Mark Investments

### 839 BEACON STREET

Mixed-use 45 unit residential and retail  
Boston, Massachusetts  
Michael Yu

### ARSENAL YARDS

Mixed-Use Retail/Residential  
Watertown, Massachusetts  
The Wilder Companies/Boylston Properties

### TUSCAN VILLAGE

100 townhouses + 350 apartments as part of  
170 acre mixed use development  
Salem, NH  
Tuscan Brands

### WALKER PARK

49 Affordable units, LEAN project  
Boston, Massachusetts  
Urban Edge

### 530 WESTERN AVENUE

132 apartments, Retail  
Allston, Massachusetts  
The Mount Vernon Company

### ARTHAUS

Boston, Massachusetts  
74 apartments, 9 condominiums  
The Mount Vernon Company

### HEATH TERRACE

47 Affordable units  
Boston, Massachusetts  
Jamaica Plain Neighborhood Development  
Corporation

### 89 BRIGHTON AVENUE

Mixed-use residential and retail  
Boston, Massachusetts  
Edens Properties

### BRYNX APARTMENTS

Adaptive reuse for 149 Residential units  
Boston, Massachusetts  
Edens Properties

## MULTI-FAMILY

### SERENITY

195 rental units highrise  
Boston, Massachusetts  
Longwood Development

### VERIDIAN APARTMENTS

94 units with mixed use retail / entertainment  
Portsmouth, New Hampshire  
The Mount Vernon Company

### 900 BEACON STREET

Mixed-use residential and retail  
Boston, Massachusetts  
Michael Yu

### PORT LANDING

20 affordable apartment development  
Cambridge, Massachusetts  
Capstone Communities



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# RESIDENTIAL

## **THE PARKSIDE ON ADAMS**

43 new residential units and adaptive reuse of historic substation as restaurant  
Roslindale, Massachusetts  
Peregrine Development

## **JACKSON COMMONS**

Mixed-use addition/renovation of 37 affordable units  
Jamaica Plain, Massachusetts  
Urban Edge

## **AMES SHOVEL WORKS**

Adaptive reuse of historic manufacturing buildings 113 units (30 afford., 4 workforce)  
Easton, Massachusetts  
Beacon Communities

## **ECO APARTMENTS**

108 rental units  
Allston, Massachusetts  
The Mount Vernon Company

## **INMAN LOFTS**

5 townhouses  
Somerville/Cambridge, Massachusetts  
GFC/Boston Investments

## **EDGE APARTMENTS**

79 rental units  
Allston, Massachusetts  
The Mount Vernon Company

## **THE RAND AT PORTER**

20 residential units & 4,000 SF commercial space, modular construction  
Cambridge, Massachusetts  
Urban Spaces

## **STATION LOFTS**

25 rental units, adaptive reuse  
Brockton, Massachusetts  
Capstone Communities

## **EASTHAMPTON MEADOW**

12 attached homes, 48 attached units, and 48 for-sale homes  
Easthampton, Massachusetts  
Beacon Communities  
Treehouse Foundation

## **2022 COMMONWEALTH AVE**

16 rental units  
Boston, Massachusetts  
GLC Development

## **FARMER BROWN'S**

35 new home sites  
Kingston, Rhode Island  
Historic Renovation  
Wakefield Mill Properties

## **JAMAICAWAY TOWER**

Renovation of 30-story tower  
Jamaica Plain, Massachusetts  
Jamaicaway Tower Cooperative

## **MANDELA HOUSING PROJECT**

273 affordable units  
Boston, Massachusetts  
Beacon Residential Properties

## **COURTHOUSE SQUARE**

180 loft condominiums  
Cambridge, Massachusetts  
Beacon Community Partners

## **GODDARD CROSSING**

24 units  
Worcester, Massachusetts  
Barkan Properties

## **1010 MEMORIAL DRIVE**

Renovations at 15 story tower  
Cambridge, Massachusetts  
1010 Memorial Dr. Assoc.

## **BELMONT SCHOOL COOLIDGE SCHOOL**

Conversions to condominiums  
Malden and Watertown, Massachusetts  
Mitchell Properties

## **RUMFORD MILL ADAPTIVE REUSE**

Mixed-use renovation including 85 rental units and 11 for-sale condos  
East Providence, Rhode Island  
Peregrine Development Corp.

## **STONE HARBOUR**

90 condominium units  
Bristol, Rhode Island  
Stonestreet Development

## **TEEN MOTHER'S HOUSING**

16 units  
Yarmouth, Massachusetts  
Yarmouth Housing Authority

## **WALKOVER COMMONS**

80 rental units  
Brockton, Massachusetts  
Beacon Residential Properties

## **WILBER SCHOOL APARTMENTS**

75-unit mixed-income  
Sharon, Massachusetts  
Beacon Communities, LLC

## TOWNHOMES

### **32 CUSHING STREET**

2 townhouses  
Cambridge, Massachusetts  
Turnkey Development

### **132 FAYERWEATHER STREET**

2 units  
Cambridge, Massachusetts  
Turnkey Development

### **HIGHLAND AVENUE CONDOMINIUMS**

9 duplex lofts  
Somerville, Massachusetts  
Turnkey Development

### **31 HUBBARD AVENUE**

2 units  
Cambridge, Massachusetts  
Turnkey Development

### **255 LAKEVIEW AVENUE**

2 units  
Cambridge, Massachusetts  
Turnkey Development

### **OXFORD STREET**

5 condominium units  
Cambridge, Massachusetts  
Turnkey Development

### **RESIDENCES AT 89 OXBOW**

16 sustainable, affordable homes  
Wayland, Massachusetts



**KEITH  
CONSTRUCTION**

**Table of Contents**

1. Keith Construction Today
2. Relevant Experience
3. References
4. Meet the Team
5. Current Company Information

**Information Package**

**2017**



Re: Introduction of Keith Construction

We are pleased to provide you with this introduction to Keith Construction, Inc. Enclosed you will find Keith Construction Today which includes a brief company history, general data, and financial information. Additionally we have included information on our on-going and completed projects, references and letters, introduction to the Keith team, and company brochures.

Keith is a general contractor and construction manager specializing in multifamily residential construction for clients throughout the United States. We take great pride in strong, repeat relationships developed with owners and architects. For over three decades, we have steadily grown and expanded our geographic range and scope of services to become a leader in residential rehabilitation, adaptive reuse, historic renovations, and new construction. We have done this by:

- Bringing a sense of urgency and attention to detail to all facets of the project
- Professionally managing, estimating and purchasing to give our clients the best value
- Ensuring our clients are treated fairly and that we did what we promised.

We make sure your building program and needs are understood to guarantee construction is fully integrated with accomplishing your goals. We urge you to contact our many satisfied clients as proof of this commitment. There are a few reference letters attached to this introductory package for your review.

In addition to construction services, we offer a wide range of evaluation and preconstruction services, including green and energy efficient consultation, LEED support, budgeting, scheduling, and value design analysis. Many of our clients choose to take advantage of these services by getting us involved early in the design process.

I welcome the opportunity to further talk about how we could be of service to your company.

Sincerely,

*John W. Keith & Timothy E. Forde*

John W. Keith, President  
Timothy E. Forde, Vice President



# KEITH CONSTRUCTION TODAY

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## **Firm Organization**

Keith Construction is a general contractor and construction manager specializing in multifamily residential construction for clients throughout the Northeast and Mid-Atlantic United States. Based in Canton, Massachusetts Keith Construction incorporated in 1993. Keith Construction is registered to do business in Massachusetts, New Hampshire, Connecticut, Rhode Island, New York, Pennsylvania, Delaware, Virginia, and Florida.

## **Our History**

Mr. Keith has been actively involved in the residential housing business for more than 40 years. He started in the 1960's as a single-family homebuilder and moved on to conventionally financed apartments and condominiums in the 1970's. In 1979 with his partner, William Duggan, he formed Central Street Construction Company, which specialized in developing and building government financed apartment complexes. The company reached a peak volume of \$42 million in 1989, and reorganized in 1992.



In 1993, Mr. Keith teamed up with Mr. Forde, one of the key members of Central Street Construction, and founded Keith Construction, Inc. maintaining the same values, standards of excellence, and goals. Working together and with other apartment owners, the company developed a niche in renovating occupied apartment complexes that needed modernization after nearly twenty years of use.



Keith Construction enjoys an affiliation with Keith Properties, Inc. Keith Construction's close association with the property management company affords our team of specialists the opportunity to look at construction and development from both the owner's and general contractor's vantage point. The learned knowledge from this relationship assists in the planning, design, and construction stages of projects. This is most noticeable in Keith Construction's depth of knowledge in market and housing trends. Clients are often pleasantly surprised at our ability to foresee opportunities often overlooked that help create value.

## **Business Strategy – Understanding Your Goals and Needs**

Keith Construction understands that construction is a service business, and focuses our expertise in housing reconstruction and new development, through a collaborative building effort. These projects fall inside four market segments we define as historic preservation, sustainable building, rental housing, and new development. It is within this collaborative and niche focused framework that we create value for our clients. Our strategic steps include first setting out to understand the clients' goals, and then implementing our building knowledge to help develop the construction program with the owner and design teams.



While not all our projects require the same advanced level of construction expertise, each is treated the same. This commitment and caring have established Keith the industry-wide reputation for quality and professionalism.

Under Mr. Keith's and Mr. Forde's vision and leadership, the company continues to meet new challenges and take advantage of new opportunities.



KEITH CONSTRUCTION

**Keith Construction has completed over 30,000 housing units in the last twenty three years**



# KEITH CONSTRUCTION TODAY

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## Keith Statistics

Its officers are listed below:

**John W. Keith**  
**Timothy E. Forde**  
**Kelley Carroll**

**President and Partner**  
**Vice President and Partner**  
**Treasurer and CFO**

Keith currently employees over 40 full-time employees, including carpenters and laborers

## Construction Volume The Last Ten Years

- More than 11,000,000 square feet of residential construction
- Over 18,000 housing units reconstructed and built
- 80% of our work has been on active and occupied sites
- Over 100,000 square feet of community space
- Most of our work is negotiated bid, a testament to our quality and integrity

## Minority and Women's Business Execution

Keith Construction takes great pride in our successful minority and women's business outreach policy. Keith maintains an updated database of MBE/WBE subcontractors and actively seeks competitive bids from these firms. We have great success in achieving outreach project goals as noted in the below statistics.

- In the last three years we have awarded over **20** MWBE contracts
- MWBE Contracts awarded in the last three years exceeds **\$18,000,000**
- In the last \$210,000,000 in volume our Minority Staffing exceeds 20%

## Safety

Our dedication to the highest levels of safety is demonstrated in our **0.85** Safety Modification Rating. Our aggressive and proactive program means a better working environment, safer sites, and peace of mind for our clients. Our safety program is monitored by safety industry specialist Contractors Risk Management, Inc.

## Insurance Reference

Eastern States Insurance  
50 Prospect Street  
Waltham, MA 02453

Christopher Clark  
Account Executive  
781-642-9000

## Bonding Reference

Alliant Insurance Services, Inc.  
131 Oliver Street, 4th Floor  
Boston, MA 02110

Michael Cusack  
Managing Director  
617-217-2324

**We are bondable to a \$50,000,000 single project limit and \$150,000,000 aggregate**

## Bank Reference

Citizens Bank  
20 North Park Ave  
Plymouth, MA 02360

Christopher Hallee  
Sr. Vice President  
508-732-5443



KEITH CONSTRUCTION

3000 Davenport Ave., Suite 300 • Canton, Massachusetts 02021  
T 781 828 8474 • F 781 828 0010 • [www.keithconstruction.net](http://www.keithconstruction.net)



# KEITH CONSTRUCTION TODAY



## Continuity of Construction – Benefits of a Negotiated Bid General Contractor

As a general contractor engaged early in the process we understand that the information we provide during the design phase becomes the foundation for a successful project. Keith Construction takes great pride in ensuring that the budgets we help create are accurate and buildable.

We achieve continuity of construction through the product of understanding your needs, and the use of project control tools and ideas generated throughout the construction process. We focus on schedule, budget, procurement, field and project management to ensure projects finish on time and on budget.

Keith Construction provides numerous pre-construction services that include conceptual estimating, value design, green and energy efficient consultation, site plan review, scheduling, and final budget estimating.



### Value Design

A primary focus is on Value Design, a collaborative effort between owner, architect, and contractor focuses on maximizing value of design within budget constraints. The process is a pure cost-benefit analysis based on a series of qualitative and quantitative options rather than an “options pricing exercise” typical of value engineering. In options pricing you will always get less than you want at more than you want to spend.



### Scheduling

During construction, you can expect thorough review and updates to the master building schedule. This helps keep the entire team on the same page with regard to work progress and material availability.

### Sustainability – Built to Last

At Keith, we endeavor to understand the interrelationships different building components and systems have on the whole building. This is more than building green or using the most environmentally friendly products but helping to create the most value from construction through design collaboration, product availability and cost, and understanding owner needs. We can provide LEED documentation and support.



### Project Management

Experienced full-time superintendents and assistants manage all field activities, as work progress requires. This staffing ensures that daily operations, safety, and communication are maintained for a smooth construction process. Ultimately, the project manager is responsible for ensuring the timely delivery of the completed project on budget. The project manager understands that managing the client’s money responsibly is key to the success of the project.

Keith has the expertise and experience to help guide product selection through a whole building approach that includes value design and budgeting. This results in a more efficient, cost-effective building, with lower operating costs and significantly less impact on our surrounding environment. This understanding combined with responsibility for the workflow and schedule round out our project continuity process.



KEITH CONSTRUCTION



# Ames Shovel Works Apartments, North Easton, MA

Beacon Communities



Historic renovation of 7+ existing mill buildings into 113 modern market and affordable apartments

## The Scope of Work

With buildings dating back to the 19<sup>th</sup> century, Ames Shovel Works is one of the more complex projects Keith Construction has undertaken. Each structure differed in size and building materials, making construction challenging and accurate scheduling imperative. Roofs varied from slate to asphalt shingle and standing seam metal, and the framing, from wood timber to structural steel. The smallest building has 3 units and the largest, 42. After nearly 2 years, 113 unique units ranging from 600 SF to 2647 SF were constructed. Consisting of townhomes, lofts and flats, Ames Shovel offers a wide array of residential options for the suburban town of Easton.

## Completed

### Project Summary

#### Duration

22 months

#### Size

113 Units

#### Contract Value

\$ 27,929,675

#### Architect

Prellwitz/Chilinski Associates, Inc.

David Chilinski, AIA

617 547 8120

[www.prellwitzchilinski.com](http://www.prellwitzchilinski.com)

#### Owner

Beacon Communities LLC

Pamela Goodman

617 574 1100

[www.beaconcommunitiesllc.com](http://www.beaconcommunitiesllc.com)



KEITH CONSTRUCTION

## Canal Lofts, Worcester, MA

Winn Development



**Completed**

**Project Summary**

**Duration**

13 months

**Size**

64 Units and  
Community Center

**Contract Value**

\$ 13,700,000

**Architect**

The Architectural Team  
Robert J. Verrier, AIA  
617 889 4402  
[www.architecturalteam.com](http://www.architecturalteam.com)

**Owner**

Winn Development  
Lawrence Curtis  
Managing Partner  
617 742 4500  
[www.winndevelopment.com](http://www.winndevelopment.com)

**Historical renovation creates unique and desirable apartments**

### The Scope of Work

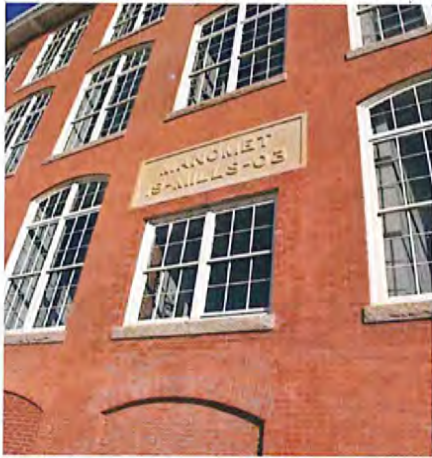
Canal Lofts involved a 64 unit historic conversion in Worcester, MA. Built in 1890, the building was used for many years by the Chevalier Furniture Company. Noted for their duplex style lofts on the top floor, this building offers a unique style for both the resident and the community. Completed on a 13 month project schedule challenges included replicating historical finishes while modifying the structure to meet the current needs. This project also received LEED certification for the energy efficient mechanical system and well-insulated core. Provided with a state of the art community and fitness area, Canal Lofts has become a desirable place to live in the surrounding community.



KEITH CONSTRUCTION



## Cliftex Lofts – Manomet Mill, New Bedford, MA Winn Development



Historical renovation of existing mill building into 76 apartments for 55+ Residents.

### The Scope of Work

Manomet Mills was the first phase of a two phase project to convert a vacant mill building into apartments for the 55+ market. Significant structural deficiencies were corrected while maintaining many unique historic features. The project was completed two months ahead of schedule and on budget. Unique features include 11 foot high double windows with a center clearstory and the building abuts the Acushnet River. The project was completed as a LEED's certifiable for energy efficiency.

### Completed

#### Project Summary

##### Duration

12 months

##### Size

76 Units

##### Contract Value

\$ 20,000,000

##### Architect

The Architectural Team

Robert J. Verrier, AIA

Partner

617 889 4402

[www.architecturalteam.com](http://www.architecturalteam.com)

##### Owner

Winn Development

Lawrence Curtis

Managing Partner

617 742 4500

[www.winndevelopment.com](http://www.winndevelopment.com)



KEITH CONSTRUCTION



# Island Creek, Duxbury, MA

## Beacon Communities



### Phase I & II

#### Project Summary

#### Duration

17 months

#### Size

214 Units

#### Contract Value

\$ 45,921,973

#### Architect

The Architectural Team

Robert J. Verrier,

617 889 4402

[www.architecturalteam.com](http://www.architecturalteam.com)



#### Owner

ICVN Age Restricted LLC

c/o Beacon Communities LLC

Two Center Plaza- Suite 700

Boston, MA 02108

### New Construction in Affordable Housing Opportunity

#### The Scope of Work

A new construction project consisting of 10 buildings located in a secluded part of Duxbury, MA. One building of the community is 55+ age affordable housing consisting of 94 units. These units vary between 1 bedroom 1 bath and 4 bedroom 2 bath. The other buildings of the community are at market rate and vary between townhouses and mainly 2 bedroom 2 bath units. Besides the residency buildings, the community also has a maintenance building along with a waste water treatment facility. Residents also have access to a gym, community room, wellness center, and hair salon. The buildings also include a rented office space.



KEITH CONSTRUCTION



## Livingston School Apartments, Albany, NY

Winn Development



Historical renovation of a former middle school redesigned to offer affordable senior housing

### The Scope of Work

The project consisted of a historically sensitive renovation of the 230,000-square-foot, former Philip Livingston Magnet Academy. This vacant and underutilized landmark structure was transformed into a mixed-income senior living community with 103 rental units, including studio, one and two-bedroom apartments. The historic fabric of the original building has been maintained through the renovation process. Classrooms were converted into apartment homes, and large open areas that once housed the administrative offices, auditorium and two-story school library were converted into amenity areas for the residents. Additionally, the proposed development provides quality affordable housing to residents, creating a true mix of incomes within the community.

### Project Summary

#### Duration

18 months

#### Size

103 Units

#### Contract Value

\$ 19,087,140

#### Architect

The Architectural Team

Robert J. Verrier, Partner

617 889 4402

[www.architecturalteam.com](http://www.architecturalteam.com)

#### Owner

Winn Development

Lawrence Curtis

Managing Partner

617 742 4500

[www.winndevelopment.com](http://www.winndevelopment.com)



KEITH CONSTRUCTION



## Loft 550 at Malden Mills, Lawrence, MA Winn Development



Historical renovation of existing mill building into attractive affordable housing.

### The Scope of Work

Historic renovation of an existing mill building into 75 apartments of affordable housing. Required structural repairs using engineered lumber for beam replacement. Southern yellow pine decking, and cementitious underlayment was used to stabilize the floor system. The building envelop renovation included new historic windows, masonry repairs, new roof, and the rebuilding of the historic clock. The interior renovation was highlighted by 18ft ceilings on the top floor units. The lower level includes a fitness room, theater, children's playroom, large community room with granite kitchen and pool table. The courtyard is landscaped with modular seating walls and stamped concrete.

### Completed

#### Project Summary

#### Duration

14 months

#### Size

75 Units

#### Contract Value

\$ 21,000,000

#### Architect

The Architectural Team

Robert J. Verrier, AIA

Partner

617 889 4402

[www.architecturalteam.com](http://www.architecturalteam.com)

#### Owner

Winn Development

Lawrence Curtis

Managing Partner

617 742 4500

[www.winndevelopment.com](http://www.winndevelopment.com)



KEITH CONSTRUCTION



## Oliver Lofts, Boston, MA

Winn Development



### Completed

#### Project Summary

#### Duration

18 months

#### Size

64 Units and  
Community Center

#### Contract Value

\$ 14,000,000

#### Architect

The Architectural Team  
Robert J. Verrier, AIA  
Partner  
617 889 4402  
[www.architecturalteam.com](http://www.architecturalteam.com)

#### Owner

Winn Development  
Lawrence Curtis  
Managing Partner  
617 742 4500  
[www.winndevelopment.com](http://www.winndevelopment.com)

### Historical renovation creating unique and desirable apartments

#### The Scope of Work

Oliver Lofts involved a 64 unit historic conversion in Boston, MA. Vacant for 25 years, the building was originally used as a brewery then a pickle factory. Noted for its duplex-style lofts and roof terrace, this building offers a unique style for both the residents and the community. Completed on an 18 month schedule, our challenge was to replicate historical finishes while modifying the structure to meet the current needs. This project also received LEED certification for the energy efficient mechanical system and well-insulated building envelope. Provided with a state of the art community center and underground parking, Oliver Lofts has become a desirable place to live in the surrounding community.



KEITH CONSTRUCTION

## Olympia Oaks, Amherst, MA

### HAP Housing



Newly Constructed, Affordable, Energy Efficient Neighborhood

#### The Scope of Work

Located next to the University of Massachusetts, these newly constructed townhouses are made up of two and three bedroom units. They offer a common green along with a gardening area and playground. The neighborhood was designed to include energy efficiency, affordability, accessibility, and create a sense of community connection. The community is surrounded by beautiful town conservation woodlands and nature trails.

#### Completed

#### Project Summary

##### Duration

12 months

##### Size

42 Units

##### Contract Value

\$ 8,745,971.00

##### Architect

Kuhn Riddle Architects  
28 Amity Street, Suite 2B  
Amherst, MA

##### Owner

HAP, Inc.  
322 Main Street Springfield, MA  
413 233 1700  
[www.HAPHousing.org](http://www.HAPHousing.org)



KEITH CONSTRUCTION



## Ocean Shores, Marshfield, MA

Beacon Communities, LLC



### Certified LEED Platinum

#### The Scope of Work

Ocean Shores was a new construction project of 97 housing units located in Marshfield, MA. Completed on a twelve month schedule, project challenges included working in an environmentally sensitive area and current site conditions. This project also was certified LEED Platinum, the highest certifiable ranking. As a former drive-in movie theatre, Ocean Shores is now the new home of a 55 and older affordable housing development. This attractive new development has successfully created new investment value to the owner and the community.

### Completed

#### Project Summary

#### Duration

12 months

#### Size

97 Units and  
Community Center

#### Contract Value

\$ 14, 200,000

#### Architect

Bechtel, Frank & Erickson  
Gerry Frank, AIA  
Principal  
781 862 7733  
[www.bfearc.com](http://www.bfearc.com)

#### Owner

Beacon Communities LLC  
Pamela Goodman  
President  
617 574 1142  
[www.beaconcommunitiesllc.com](http://www.beaconcommunitiesllc.com)



KEITH CONSTRUCTION

## Port Landing, Cambridge, MA

Capstone Communities/Hope Real Estate Enterprises LLC



### New Construction of Affordable Housing in Cambridge near Kendall Square

#### The Scope of Work

Port Landing is a new combination steel and wood frame 3 story structure in Cambridge, MA housing 20 affordable apartment homes. The project included the construction of 20 below grade parking spaces. Given the limits of the site area along with the high water table, the project required perimeter sheet piling along with an extensive waterproofing system.

### Completed

#### Project Summary

##### Duration

14 months

##### Size

20 Units

##### Contract Value

\$ 9,000,000

##### Architect

Prellwitz/Chilinski Associates, Inc.

David Chilinski, AIA

617 547 8120

[www.prellwitzchilinski.com](http://www.prellwitzchilinski.com)

##### Owner

Capstone Communities/Hope Real Estate Enterprises LLC

Jason Korb

617.539.6492

[jkorb@capstonecommunities.com](mailto:jkorb@capstonecommunities.com)



KEITH CONSTRUCTION



## Rice Silk Mill Apartments, Pittsfield, MA

### Rees-Larkin Development

**Completed**

#### Project Summary

##### Duration

13 months

##### Size

46 Units

##### Contract Value

\$ 10,385,130

##### Architect

The Architectural Team

Robert J. Verrier, AIA

617 889 4402

[www.architecturalteam.com](http://www.architecturalteam.com)

##### Owner

Rees-Larkin Development

Jon Rudzinski

617 838 9388



### Historical renovation creates residential housing for working families

#### The Scope of Work

Rice Silk Mill involved a 45 unit historic conversion of the mill complex known as the A.H. Rice Company. Originally built in 1874, the complex played a major role in Pittsfield's rise as a textile manufacturing center during the nineteenth century and into the twentieth century. The historically sensitive renovation resulted in various unit types, including one-, two-, and three-bedroom apartments, featuring modern amenities (exercise facility, community room, and wireless internet access) in a loft-type setting. Completed on a 13 month project schedule, challenges included re-use of existing physical resources, preservation of historic buildings, use of existing infrastructure and energy-efficient design, in a dense urban setting. The effort has been well worth it, as the new community has contributed to the ongoing revitalization of Morningside neighborhood.



**KEITH CONSTRUCTION**

# Sacred Heart Apartments, Lawrence, MA

Beacon Communities



## Renovation of 3 Historic School Buildings in Lawrence

### The Scope of Work

Sacred Heart Apartments is a historic, adaptive reuse of 3 school buildings in Lawrence, MA. Construction included site improvements, select demolition, abatement, sand blasting, structural repairs, masonry restoration, new historic aluminum windows, all new apartment interior finishes, and MEP's.

## Completed

### Project Summary

#### Duration

16 months

#### Size

44 Units

#### Contract Value

\$7,813,925.00

#### Architect

Khalsa Design Inc.  
17 Ivaloo Street  
Suite 400  
Somerville, MA  
[www.tkgeast.com](http://www.tkgeast.com)

#### Owner

Beacon Communities  
Pamela Goodman  
617-574-1100  
[pgoodman@beaconcommunitiesllc.com](mailto:pgoodman@beaconcommunitiesllc.com)



KEITH CONSTRUCTION



## Station Lofts, Brockton, MA

Capstone Communities LLC



**Completed**

**Project Summary**

**Duration**

12 months

**Size**

25 Units

**Contract Value**

\$ 5,012,283

**Architect**

Prellwitz/ Chilinski Assoc.  
617 547 8120  
[www.prellwitechilinski.com](http://www.prellwitechilinski.com)

**Owner**

Capstone Communities LLC  
Jason Korb  
Principal  
617 539 6492  
[capstonecommunities.com](http://capstonecommunities.com)

### Historical renovation creates unique and desirable apartments

#### The Scope of Work

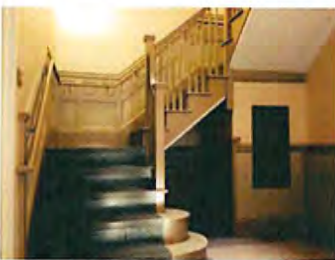
The Station Lofts structure was originally occupied by Stall & Dean Company in 1898. They were the manufacturers of uniforms and equipment for a wide range of sports teams in the county. Station Lofts was a historic renovation of 25 units of multifamily housing including site improvements. Station lofts renovations included a restored garage structure adjacent to the building which holds 26 cars. Due to the historic background of the building, it was designed in compliance with Massachusetts Historic Commission and National Park Service Standards. The project was completed utilizing federal and state historic tax credits preserve the building's historical integrity and details.



**KEITH CONSTRUCTION**

## Washington Park, Roxbury, MA

### Beacon Communities



### Classic Revival Renovation Results in Affordable Housing Opportunity

#### The Scope of Work

A substantial rehabilitation of 3 buildings located in three areas of Dorchester MA. Two of the buildings are Classic Revival Styles, dating back to 1900 and are part of Massachusetts's Historic Rehabilitation. It is therefore required that all aspects of the building renovation, including but not limited to cast stone, brick, granite, windows and roofing is historically appropriate, while also meeting current energy efficiency standards. The 1-, 2-, 3- and 4 bedroom apartments will be rented as Affordable Housing units, with preferences for handicapped and homeless households.

**In Progress**  
**Expected Completion 7/2014**

#### Project Summary

##### Duration

16 months

##### Size

96 Units

##### Contract Value

\$ 11,772,780

##### Architect

The Architectural Team  
Robert J. Verrier,  
617 889 4402  
[www.architecturalteam.com](http://www.architecturalteam.com)

##### Owner

Nuestra Comunidad Development  
56 Warren Street #200  
Roxbury MA 02119



**KEITH CONSTRUCTION**



## Temple Landing, New Bedford, MA

### Preservation of Affordable Housing



Reviving a community through affordable housing.

#### The Scope of Work

This project involved the complete new construction of 173 units and a new community center located in New Bedford, MA. Encompassing the better part of 2 ½ years, thorough planning was imperative for working on an occupied site and coordinating work with the city. As Massachusetts Governor Deval Patrick said,

*"This project is the result of an excellent public-private partnership that transforms this property into a safe, attractive and affordable housing location that will be a boom to the region."*

#### Completed

##### Project Summary

##### Duration

32 months

##### Size

173 Units and  
Community Center

##### Contract Value

\$ 22,500,000

##### Architect

Icon Architecture  
Nancy Ludwig  
President  
617 451 3333  
Iconarch.com

##### Owner

Preservation of Affordable Housing  
Amy S. Anthony  
President  
617 261 9898  
www.poah.org



KEITH CONSTRUCTION

## Watertown Crossing, Waterbury, CT

Winn Development



### A joint venture addresses affordable housing needs in Waterbury, CT

#### The Scope of Work

Watertown Crossing is a 108-unit affordable housing community comprised of 18 residential townhome buildings. The community underwent renovations including in-unit upgrades to kitchens and baths; repaired siding; new windows, doors and roofing; as well as energy-efficient upgrades to the property's HVAC systems and site improvements. The project included construction of a brand new 2,500-square-foot community clubhouse, which includes a community kitchen, laundry facilities, fitness center and management office.

#### Project Summary

##### Duration

12 months

##### Size

108 Units

##### Contract Value

\$ 6,366,535

##### Architect

The Architectural Team

Robert J. Verrier, Partner

617 889 4402

[www.architecturalteam.com](http://www.architecturalteam.com)

##### Owner

Winn Development

Lawrence Curtis

Managing Partner

617 742 4500

[www.winndevelopment.com](http://www.winndevelopment.com)



KEITH CONSTRUCTION



# Wilber School Apartments, Sharon, MA

Beacon Communities



## Renovation of Historic School in Sharon

### The Scope of Work

Wilber School Apartments is a Historic, adaptive reuse and renovation of an existing school in Sharon, MA. The project included the construction of a new wood frame four story addition. Overall the project consists of 75 apartments. This project included a new on-site waste water treatment facility.

## Completed

### Project Summary

#### Duration

16 months

#### Size

75 Units

#### Contract Value

\$16,526,267.00

#### Architect

Prellwitz Chilinski Associates, Inc.

David Chilinski

617-547-8120

[www.prellwitzchilinski.com](http://www.prellwitzchilinski.com)

#### Owner

Beacon Communities

Pamela Goodman

617-574-1100

[pgoodman@beaconcommunitiesllc.com](mailto:pgoodman@beaconcommunitiesllc.com)



KEITH CONSTRUCTION

**Keith Construction, Inc.**

**CURRENT  
PROJECTS**



## KEITH REFERENCES

---

Most of our work is negotiated with repeat clients and by word of mouth. This is a testament to our ability to consistently deliver a quality project.

### Client References

Beacon Communities, LLC  
Pam Goodman  
2 Center Plaza Suite 700  
Boston, MA 02108  
617 574 1100  
[www.beaconcommunitiesllc.com](http://www.beaconcommunitiesllc.com)

The Caleb Foundation  
Warren Sawyer  
491 Humphrey Street  
Swampscott, MA 01907  
781 595 4665  
[www.thecalebfoundation.org](http://www.thecalebfoundation.org)

Rees-Larkin Development  
Jon Rudzinski  
179 Boylston Street  
Jamaica Plain, MA 02130  
617 838 9388

Schochet Associates  
Richard Henken  
175 Federal Street, Suite 700  
Boston, MA 02110  
617 398 5195  
[www.schochet.com](http://www.schochet.com)

Preservation of Affordable Housing  
Amy S. Anthony  
40 Court Street, Suite 650  
Boston, MA 02108  
617 261 9898  
[www.poah.org](http://www.poah.org)

Weston Associates  
Mark J. Donahue  
170 Newbury Street  
Boston, MA 02116  
617 266 0044  
[www.weston-associates.com](http://www.weston-associates.com)

WinnDevelopment Company  
Larry Curtis  
Six Faneuil Hall Marketplace  
Boston, MA 02109  
617 742 4500  
[www.winnco.com](http://www.winnco.com)

### Architect References

The Architectural Team  
Robert J. Verrier  
50 Commandants Way  
Chelsea, MA  
617 889 4420  
[www.architecturalteam.com](http://www.architecturalteam.com)

Dietz & Company Architects, Inc.  
Kerry Dietz  
17 Hampden Street  
Springfield, MA 01103  
413 733 6798  
[www.dietzarch.com](http://www.dietzarch.com)

Eisenberg Haven Architects  
Richard Brimley  
123 North Washington Street  
Boston, MA 02114  
617 227 1100  
[www.ehadesign.com](http://www.ehadesign.com)

MZO Group  
Andrew Zalewski  
92 Montvale Avenue, Suite 2400  
Stoneham, MA 02180  
617 279 4446  
[www.mzogroup.com](http://www.mzogroup.com)

Davis Square Architects  
Brooks Mostue  
240 Elm Street  
Somerville, MA 02144  
617 628 5700  
[www.mostue.com](http://www.mostue.com)

Bechtel Frank Erickson Architects  
Jerry Frank  
1840 Massachusetts Avenue  
Lexington, MA 02421  
781 862 3313  
[www.bfearc.com](http://www.bfearc.com)



November 4, 2016

RE: Keith Construction, Inc.  
Contractor Prequalification

To Whom It May Concern:

This letter confirms that Keith Construction, Inc. is a highly regarded and valued client of Alliant Insurance Services, Inc. ("Alliant") and Travelers Casualty and Surety Company of America ("Travelers"). As Keith Construction, Inc.'s bonding agent and surety, we have always been impressed by our client's diverse capabilities, past project experience, track record of performance and depth of the company's professional staff.

Throughout their relationship, Travelers has provided all of the surety bonds that Keith Construction, Inc.'s clients have requested. With respect to Keith Construction, Inc.'s current bonding requirements, please be advised that Travelers is willing to support individual projects with contract values approaching \$50,000,000 with corresponding backlogs approaching \$150,000,000.

As is customary within the surety industry, the execution of any bonds would be subject to, but not necessarily limited to receipt and favorable review of all contract terms and conditions, bond forms, confirmation of project financing and all current underwriting information needed at the time of the request for bonds is made by Keith Construction, Inc. to its surety. Please understand that any arrangement for surety bonds is a matter strictly between Keith Construction, Inc. and its surety. As such, we assume no liability to you or any third party by the issuance of this letter.

Travelers Casualty and Surety Company of America is fully licensed and authorized to conduct surety business in all fifty States, is listed in the US Department of Treasury's listing of Approved Sureties (Department Circular 570) and has a policyholder rating of "A++" by A.M. Best Company with Financial Size Category "XV."

Alliant and Travelers strongly recommend Keith Construction, Inc. to you. Please feel free to contact this office should you have any questions regarding the bonding capacity or technical ability of Keith Construction, Inc.

Sincerely,

  
Nicole Rby  
Surety Account Manager  
Construction Services Group





Two Center Plaza, Suite 700  
Boston, MA 02108  
P: 617.574.1100  
BeaconCommunitiesLLC.com

To Whom It May Concern:

We have worked with Keith Construction for over 16 years. During this period, Keith has served as the General Contractor on approximately 25 developments, with a construction value of approximately \$190,000,000. The type of construction projects range from moderate/occupied unit rehab to historic rehab to new construction. Many of the developments were designed and built to meet LEED standards. We have continued to use Keith Construction because of their commitment to quality, their demonstrated ability to complete projects on time and on budget and their responsiveness, even after construction is completed.

If you have any questions or need additional information, please do not hesitate to contact me at 617-574-1142 or [pgoodman@beaconcommunitiesllc.com](mailto:pgoodman@beaconcommunitiesllc.com).

Sincerely,

A handwritten signature in black ink that reads "Pamela Goodman". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Pamela Goodman  
President, Beacon Communities Development LLC

## Rees-Larkin Development

RE: Keith Construction, Inc.

To Whom It May Concern:

Please accept this letter as my strong endorsement of Keith Construction, Inc. as a general contractor.

My firm, Rees-Larkin Development, selected Keith Construction as the general contractor on the firm's first two projects: the Rice Silk Mill (a \$10.4 million project involving the adaptive re-use of a historic mill to create 45 affordable rental apartments), and Boott Mill West (a \$21.3 million project involving the adaptive re-use of a historic mill to create 78 mixed-income rental apartments and 40,000 SF of commercial space). Keith Construction successfully completed these two complicated projects in September 2012 and December 2013, respectively.

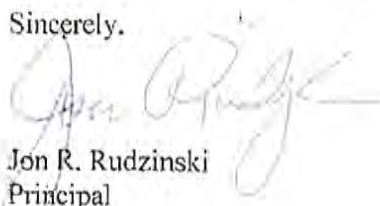
Previously, while a senior executive at WinnDevelopment, I worked with Keith Construction on 27 construction contracts, with cumulative values of over \$170 million. These projects ranged from the rehabilitation of occupied apartments to award-winning historic mill conversions.

In my experience, the hallmarks of Keith Construction are, on the one hand, a quality product, and on the other hand, a willingness to collaborate with the owner/developer and the design team to ensure an efficient design and construction process. I have also always been impressed with the quality of the staff at Keith Construction, as evidenced by the pride that staff members take in their projects.

For these reasons, I highly recommend Keith Construction, Inc.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Jon R. Rudzinski  
Principal





# WinnDevelopment

**Re: Keith Construction, Inc.**

To Whom it May Concern:

WinnDevelopment has developed over 74 multifamily residential communities throughout New England and along the eastern seaboard. For the last 20 years, we have consistently partnered with Keith Construction as our General Contractor for our development projects, totaling more than 12,000 units. These properties are market leaders in their communities and the recipients of state and national awards for excellence.

Keith Construction has undertaken a variety of our redevelopment efforts, including sensitive historic rehabilitations, in-place rehabilitations, and new construction projects. Their expansive knowledge and proven ability to handle jobs ranging in size and nature, including their ability to sensitively handle tenant concerns and adhere to minority and women hiring practices, is a true testament to their position as an industry leader in general contracting.

Most recently, Keith Construction completed our 222-unit moderate rehabilitation of Fairhills Apartments in Richmond, Virginia. The large undertaking included new siding, new roofs, window replacements, and complete renovation of all kitchens and baths in all **26 buildings** of the Property. High efficiency heating systems were installed and a state-of-the-art security system was fitted for added safety to the residents. This successful Project also received achieved Earthcraft Multifamily rating upon completion.

Keith Construction also recently oversaw the completion of Oliver Lofts in Roxbury, Massachusetts. Ideally located just minutes from downtown Boston, this adaptive reuse of a former Pickle Factory resulted in the **unique creation** of 62 units set in historic architecture with ultra-modern design. The development's interiors feature chef-quality kitchens with high-end appliances, sleek fixtures, and expansive original windows with breathtaking views of the City. The project has achieved LEED Certification. Keith Construction understood the goals for redevelopment, and executed our desired balance of historic preservation and modern restoration.

We value the relationship we have established with Keith Construction and continue to rely on their expertise in our ongoing development ventures. We look forward to future years of successful collaboration. I am pleased to offer this letter of recommendation on their behalf and would be happy to offer any further information about our experience in this regard.

Sincerely,

Gilbert J. Winn  
Managing Principal



# schochet companies

development ▪ property management ▪ investments

175 Federal Street  
Suite 700  
Boston, MA 02110

P. 617.482.8925  
F. 617.338.8505

RE: Keith Construction

To Whom It May Concern,

Over the past three years we have awarded projects to Keith Construction with a cumulative value of approximately \$10,000,000. These projects have included major rehabilitation of six apartment communities totaling over 1200 units.

All the work has been completed on time and on budget. Moreover, the firm's dedication to quality and their sensitivity to the demands of having to work in and around full occupied units has been nothing short of amazing. Finally, their predevelopment work has helped us to save incredible amounts of money as a result of their ability to value engineer the scope of work without sacrificing quality.

We continue to work with Keith Construction for both the quality of work and the incredible strength of their staff at all levels.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Richard J. Henken  
President

*building communities ▪ building value*

[www.schochet.com](http://www.schochet.com)





# **THE KEITH TEAM**

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## **Executive Team**

From the top down, we recognize what it takes to build out a project successfully. With over 100 years of construction leadership experience, this executive team helps drive a building program integrated with the client's goals and strategy.

### **John W. Keith                      President and Partner**

John W. Keith has over 45 years' experience in the development and general contracting fields of construction. He has vast knowledge in dealing with state funding organizations and programs, Tax Credits, HUD, and other related organizations. This knowledge and his experience in not only being a successful developer but in dealing with some of the most successful developers in the region makes Mr. Keith a valuable and competent professional in any development or construction team. John W. Keith is also the founder of Keith Properties Inc., a property management company with over 1500 units under management.

### **Timothy E. Forde                      Vice President and Partner**

Tim Forde is Vice President of all construction operations and Partner. Tim has over 35 years' experience in the construction industry. Tim was one of the key team members in Mr. Keith's Central Street Construction prior to partnering to create Keith Construction. Tim is the executive leader in charge of both project management and field operations for Keith Construction. He has the uncanny ability to quickly understand and help deal with any situation, whether simple or complex.

### **Kelley Carroll                      Treasurer and CFO**

As Treasurer and CFO Kelley is responsible for all financial aspects of the company. Kelley holds a BS in Accounting and has over 15 years' experience in construction accounting in both the commercial and residential industries. Her skills and experience also include management of human resources, contract administration and overseeing accounting processes. Kelley is your primary contact for all financial matters.

# THE KEITH TEAM

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## **Project Management Team**

The project manager is engaged from the beginning with estimating and value design to ensure the project is successful every step of the way. Once assigned to a project, that project manager becomes your main point of contact from conceptual estimating to delivery of maintenance manuals. This helps ensure continuity of construction.

### **Robert Bradley, AIA**

Bob is a graduate from Wentworth Institute of Technology and has been with Keith Construction since 1997, after having worked for 10 years as a registered architect. As an architect, he brings a unique perspective and insight to the role of project manager.

### **Daniel Carleton**

Dan has over 20 years experience and has worked on new construction, renovation, and re-use projects. Beyond construction knowledge, Dan's experience includes acting as owner's representative and working within the property management community. He also has extensive experience in interacting with numerous governmental agencies including HUD, MHFA, and MHIC. He has been with Keith Construction since 2006.

### **Christopher Chiurri**

Christopher is a new addition to the Project Management Team. Chris graduated from Wentworth Institute of Technology with a Bachelor's degree in architecture. With 10 years of experience as an Architect and previous experience as a Construction Project Manager and Site Supervisor, Chris has the diverse experience and skills needed for successful project management.

### **David Denaro**

Dave has been with Keith Construction since 1998, and in that time has worked on a variety of different projects. Dave has over 25 years of knowledge in the construction industry having built numerous new communities, and completed countless occupied housing unit rehabilitations. This practical experience and knowledge makes him an invaluable addition to any construction team.

### **Timothy Forde, Jr.**

While earning a Business Management degree from Quinnipiac University and taking additional course work at Wentworth Institute of Technology in Construction Management program, Tim spent years gaining on-site construction field experience. Tim's expertise has grown to include budgeting, scheduling, estimating, and project management. He joined the Keith Project Management team in 2011.

### **Alex Mahegan, LEED AP**

Alex has over 18 years of construction experience ranging from highway and industrial infrastructure to multi-family and assisted living. He holds a B.S. in Environmental Engineering and has worked on numerous successful large-scale projects for many of Boston's affordable housing organizations.

### **Stanley Miller**

Stan has 25 years experience in the industry and has been with Keith Construction since 1998. He is a graduate of Wentworth Institute of Technology with a degree in Architectural Engineering. He is a member of the American Society of Professional Estimators and is a Certified Professional Estimator. Stan's primary role is estimator and is the key to our program of developing accurate conceptual and working budgets.

### **Wendell F. Orton II**

Having been with Keith Construction since the Company's founding in 1993, Wendell has played many critical roles for the construction team over the years. Wendell started as a superintendent and is currently a project manager. He handles many of the out of New England projects Keith manages and constructs. He has a degree in Construction Management from Wentworth Institute of Technology.



# THE KEITH TEAM

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## Superintendents

Like the project managers, Keith Construction superintendents are assigned for the duration of the project. Our superintendents are appointed based on their construction expertise to our projects. Each superintendent is supplemented with assistants who help complement the ongoing work, whether that is required expertise in site construction, general construction, or project closeout.

Superintendents are charged with the day-to-day operations of the site, construction activities, and are on-site 100% of the time. They become the main point of contact to your facilities team and clerk during the construction period. Keith superintendents have an average construction experience of over twenty years, with nearly half having tenure at Keith Construction of ten years. This career longevity and experience with the same company ensures that knowledge gained in doing our work is institutionalized while opportunities to advance the project are capitalized upon.

### Chris Buckley

Chris has 5 years of multi-residential superintendent experience and 12 years of construction experience. He holds a Massachusetts Unrestricted Construction Supervisor license. Chris has a strong structural and framing background.

### Robert Dufour

Robbie has been with Keith since 2002. He has 18 years of construction experience, with specialties in site work, wood framing, and technical finishes. Robbie holds a construction supervisors license, and as an added safety competence, he is also certified in CPR.

### Timothy Dumont

Tim has been with Keith since 2001 and is licensed in Massachusetts. He has thirty years construction sitework and framing experience and over twenty years as a licensed construction supervisor.

### George Fourtzialas

George has twelve years commercial superintendent experience, with twenty years in the construction trades specializing in finish carpentry. George is licensed in Massachusetts and has been with Keith since 2003.

### Charles Kourafas

Chuck has been with Keith Construction since the Central Street Construction days beginning in 1984. He is a licensed superintendent whose specialty is site work.

### David Lazaro

Dave has been with Keith since 1998 and holds a Massachusetts Unrestricted Construction Supervisor license. David graduated sixth in his class at New Bedford Vocational and started his construction career as a carpenter in 1992.

### Darren Mayer

Darren started working for Keith in 2014. As the latest addition to the Keith team, Darren has 28 years of construction experience and specializes in concrete and carpentry. Darren holds a Massachusetts Construction Supervisor license.

### Don Mayer

Don has been with Keith Construction since 2010. Don brings extensive construction knowledge and experience to Keith Construction, and holds an Unrestricted Construction Supervisor license in the state of Massachusetts.

## **THE KEITH TEAM**

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### **Bill Plante**

Bill has over 20 years of experience in the construction industry and has held an Unrestricted Construction Supervisor's License for 8 of those years. He has experience in multiple areas including drafting, site work, and framing and occupied rehab in both commercial and residential spaces. Bill has been with Keith since June 2014.

### **Matt Shanahan**

Matt started working for Keith Construction in 2010. He has 18 years of experience in the construction industry. Matt specializes in framing and site work and holds an Unrestricted Construction Supervisor license in Massachusetts.



# NP QUALIFICATIONS



Real Estate + Affordable Housing qualifications for MPZ Development LLC:  
Town of Bridgewater's RFP for Sale or Lease of Former McElwain School

September 2017



## PROPOSAL CONTENTS

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Firm Qualifications.....	2
<b>About Nixon Peabody</b> .....	2
<b>Real estate</b> .....	2
Acquisition/disposition.....	2
Leasing.....	2
Real estate tax (including payment in lieu of taxation) .....	2
Representative real estate experience.....	3
<b>Land use and zoning</b> .....	4
Representative land use and zoning experience.....	4
<b>Affordable housing</b> .....	5
Representative affordable housing experience .....	6
<b>Proposed client service team</b> .....	6
Attachment A: Team Biographies.....	8



## **FIRM QUALIFICATIONS**

### **About Nixon Peabody**

Nixon Peabody is a full-service law firm. Our clients range from nonprofit institutions and governmental entities to FORTUNE 100 companies. The firm is recognized for its diversity and pro bono initiatives, and recently has been awarded top-tier honors in “Best Law Firms” rankings by *U.S. News & World Report/Best Lawyers*.

### **Real estate**

#### **ACQUISITION/DISPOSITION**

We represent our clients in all aspects of commercial real estate acquisitions and dispositions, including:

- Structuring and documenting of sale, purchase, and lease transactions
- Due diligence review of all documents, including title, leases, and environmental site assessments
- Coordination of closings
- Tax-deferred property exchanges
- Portfolio transactions relating to structuring, financing, acquisition, disposition, ground leasing, mezzanine financing, and a full range of due diligence on behalf of purchasers and investors. Portfolios include commercial and multifamily properties, mixed-use properties, unimproved land, and loan portfolios

#### **LEASING**

Nixon Peabody handles all of the various forms of leasing, such as gross leases and net leases, space leases and whole property leases, sale-leasebacks, retail leases, ground leases, master leases, and build-to-suit leases. We perform due diligence and counsel clients in zoning, environmental, and permitting matters that arise in leasing transactions. We also address questions, problems, and disputes concerning issues such as rent escalations, common area maintenance charges, and the presence of asbestos, lead paint, mold, and other environmental hazards.

#### **REAL ESTATE TAX (INCLUDING PAYMENT IN LIEU OF TAXATION)**

We represent owners and tenants of commercial properties seeking to obtain appropriate tax treatment for real estate holdings, helping to structure transactions that qualify for tax exemptions and abatements and negotiating assessment reductions and payments in lieu of tax agreements (PILOTs) designed to reduce property tax burdens.

If litigation arises, we’re experienced in bringing and prosecuting actions for administrative and judicial relief of real estate tax assessments. We also handle eminent domain proceedings—from initial planning through final valuation—for governmental as well as private parties.

**REPRESENTATIVE REAL ESTATE EXPERIENCE**

- Represented the special servicer as the seller in connection with the sale of Hanover Mall located in Hanover and Norwell, Massachusetts.
- Represented the grantor in the granting of easement rights and the assignment of wireless communication leases with respect to the property located at 54 Whitman Street in Weymouth, Massachusetts.
- Represented the developer in a \$30 million sale of 109 units of multifamily housing in Wilmington, Massachusetts. In addition, the project was benefited by a comprehensive permit under Massachusetts Chapter 40B.
- Represented client in the sale of a 119-unit multifamily housing building in Chelsea, Massachusetts. NP also represented the client with respect to M.G.L. 40T and compliance with affordability restrictions.
- Represented the developer of a seniors-oriented condominium development on land in Amherst, Massachusetts, being ground leased from Hampshire College. The development will maintain a close affiliation with Hampshire College.
- Represented company on a sale leaseback that was a triple net lease of an entire office building in Andover, Massachusetts.
- Assisted the Fitchburg Housing Authority in its revitalization of its 90-unit Groop Townview public housing project after the authority ran into serious difficulties with HUD on its plan for partial demolition and rehabilitation of the project. We worked with the authority to develop a new disposition proposal and for the selection of a new developer to assist the authority in completing the disposition of the project to a partnership in which the authority participated as a partner.
- Represented the largest provider of elder care in the Boston metropolitan area in connection with acquisitions of 300 affordable housing units in Brookline, Massachusetts.
- Represented the seller in the \$13.5 million sale of two multifamily properties in the Fort Point Channel area of Boston. The properties were sold to an Oregon-based developer for the development and construction of approximately 200 residential, market-rate multifamily units.
- Represented the developer on phases one and two of the Old Colony redevelopment. Old Colony is one of Boston's oldest affordable housing developments. Our team's work on the transaction has involved entering into a 121A and ground leasing property from the Boston Housing Authority. Utilized 121A process to streamline and simplify zoning relief for project.
- Represented client in site assembly and acquisition, as well as construction financing, for a large scale independent living project. We negotiated the purchase with the owner, handled all aspects of development and affordable housing matters, and created an ownership and operating structure, and site ground lease, to preserve flexibility for changes in the project.
- Represented a real estate management and development company in the refinancing of a luxury apartment building, Church Park, in Boston, Massachusetts. NP's work included



negotiating a first mortgage loan and mezzanine loan, and the defeasance of one of the existing loans.

### **Land use and zoning**

The NP team works closely with clients on a range of development projects involving land use, zoning, and permitting, and is regularly brought into transactions to review site plans and perform zoning analysis for complex developments.

Through this work, we have developed a comprehensive understanding of the local zoning and permitting processes and the multiple administrative steps that developers face during the course of development, which can include navigating the zoning approval process, negotiating 121A agreements, or establishing zoning overlay districts areas and zoning map amendments.

Our team represents clients in:

- Analyzing local zoning bylaws and other municipal bylaws
- Obtaining zoning approvals, permits, variances, and site plan approvals
- Making presentations to local zoning, planning, and conservation boards
- Proposing amendments to zoning bylaws and zoning maps
- Securing federal, state, and local land use permits; appealing denials; and litigating against appeals

### **REPRESENTATIVE LAND USE AND ZONING EXPERIENCE**

- Represented a developer in connection with its residential and mixed-use projects throughout Massachusetts, most recently in Amherst, Boston's Chinatown Neighborhood, Duxbury, South Boston, Easton, Sharon, Randolph, Marshfield, and Haverhill. These projects have variously required zoning relief, Chapter 40B Comprehensive Permits, wetlands approvals, Massachusetts Environmental Policy Act (MEPA) review, historic approvals, and other complex permitting challenges.
- Represented a developer in its workforce development housing project in Brockton, Massachusetts. Representation included Chapter 40R permit approval. The project involved the adaptive reuse of the Knight building, a former shoe, heat press, and sports equipment factory, into 25 units of mixed-income housing.
- Represented the developer on phases one and two of the Old Colony redevelopment. Old Colony is one of Boston's oldest affordable housing developments. Our team's work on the transaction has involved entering into a 121A and ground leasing property from the Boston Housing Authority. Utilized 121A process to streamline and simplify zoning relief for project.
- Representing a developer in its rehabilitation of a campus in Brookline to enable upgrades and infill to certain improvements requiring zoning relief and to coordinate an overall parking scheme that benefitted the residential development and the Town.
- Represented a joint venture in acquiring and developing the historic Waterworks Site in Chestnut Hill from the Department of Capital Asset Management. Also handled the redevelopment of the site as a mixed-use condominium/office complex. Representation included complex permitting issues, including Large Project Review, historic issues, and site-specific zoning limitations.

- Represented the developer in the construction of 50 units of subsidized housing pursuant to HUD's Section 202 Program in Brighton, Massachusetts; representation included obtaining approvals pursuant to Article 80 Large Project Review and Chapter 121A.
- Provided comprehensive permit analysis and zoning/environmental opinion on behalf of the developer of a 99-unit cooperative housing development; obtained Article 80 Certificate of Compliance and MEPA waiver through a joint PNF/ENF process.
- Represented a collaboration of nonprofit developers regarding a Chapter 121A redevelopment in Mattapan (Boston) for affordable housing and community uses.
- Represented the developer in connection with the development of a parcel of land for elderly affordable housing that will connect to the client's existing campus. The property is currently owned by the Boston Redevelopment Authority. Our work included responding to the City's RFP, working through the community process, and obtaining all zoning approvals and permits.
- Represented a developer in obtaining approvals for a residential development in Cambridge including workforce housing units.
- Represented a nonprofit developer of affordable housing in the redevelopment of a church parcel in Salem, which required extensive Section 106 and historic approvals at the federal, state, and local level.
- Represented a nonprofit affordable housing developer regarding a Section 106 historic preservation clearance challenge by the local historic commission that ultimately culminated in a Memorandum of Understanding that enabled the project to proceed.
- Determined the applicability of, and obtained all requisite approvals for, the expansion of the Boston campus of an institutional client, including examining zoning relief and processes under Large Project Review, Institutional Master Plan Requirements, Impact Advisory Group requirements, and MEPA.
- Represented the developer in the development of housing on vacant parcels in Boston's South End, including loft units for artists. Permitting included City of Boston Article 80 Large Project Review and zoning relief from the Board of Appeals.

### **Affordable housing**

For more than 45 years, NP's Affordable Housing attorneys have been involved in the financing, preservation, and development of affordable housing. With approximately 25 attorneys and paralegals possessing significant experience working with federal, state, and local governmental agencies, we have one of the largest affordable housing legal teams in the country. We represent:

- Public housing authorities
- State housing finance agencies and other public bodies
- Developers of government-financed and -assisted multifamily projects
- Financiers and equity syndicators of these projects
- Management agents



## REPRESENTATIVE AFFORDABLE HOUSING EXPERIENCE

- Represented the developers in a joint venture in connection with the redevelopment of Mission Main, a public housing development in Boston, Massachusetts.
- Served as part of the legal team for the redevelopment of a portion of the High Rock Homes State Public Housing Project undertaken by the Needham Housing Authority. This was the first project successfully closed under the Massachusetts Department of Housing and Community Development's (DHCD) mixed-finance regulations.
- Represented the developer as part of a joint venture to navigate the complex process of acquiring a historic building in Beverly, Massachusetts, which was developed into 32 housing units for homeless veterans. The project involved a historic rehabilitation and conversion of a commercial building into low-income housing. The deal involved multiple funding sources, including: 9% LIHTC awarded by the Department of Housing and Community Development, Veterans Affairs Supportive Housing fund (VASH), state and federal HTCs, federal and local HOME funds, funding from various state agencies under the MassDocs program, and a conventional construction loan from Eastern Bank.
- Represented the developer in a first-of-its-kind transaction to acquire Wood Ridge Homes, a 230-unit affordable housing community in North Andover, Massachusetts. This transaction is unique in the sense that it was the first to combine the use of LIHTCs with MassHousing financing using risk sharing and the U.S. Department of the Treasury FFB program.
- Represented the developer in its acquisition of multiple parcels, including an existing historic manufacturing building, and in its financing to redevelop the property into affordable housing. The project involved HTCs and LIHTCs.
- Represented the developer in its acquisition and financing of Baker Chocolate Factory Apartments, an existing 133-unit apartment complex with affordable covenants.
- Represented the developer in its construction financing for a new affordable housing project in Sharon, Massachusetts, the "Wilber School" building.
- Represented the developer in an affordable housing transaction to preserve the historic Ames Shovel Works Complex, a once-thriving industrial village in North Easton, Massachusetts. The deal leveraged a combination of HTCs and LIHTCs, as well as financing from a variety of public and private sources. The mixed-income community of 113 apartments will preserve the granite building exteriors and rooflines.
- Represented the developer in the rehabilitation and preservation of Georgetowne Homes, a 967-unit affordable housing development in Boston's Hyde Park neighborhood. The project was financed with tax-exempt bonds and federal LIHTCs, Massachusetts LIHTCs, and loans from MassHousing, Massachusetts Department of Housing and Urban Development, the city of Boston, and the Boston Community Loan Fund.

## Proposed client service team

The proposed team is deeply experienced with converting public housing units under the RAD program, as well as layering multiple sources of public and private funding to rehabilitate and preserve affordable housing. Please see **Attachment A: Team Biographies** for full résumés on each proposed team member.

**Primary contact**

**Paul E. Bouton**

Partner  
Nixon Peabody LLP  
100 Summer Street  
Boston, MA 02110  
T: 617-345-1240  
E: [pbouton@nixonpeabody.com](mailto:pbouton@nixonpeabody.com)

**Proposed team**



**Paul E. Bouton**

**Partner**  
**Boston**  
T: 617-345-1240  
E: [pbouton@nixonpeabody.com](mailto:pbouton@nixonpeabody.com)

- Tax-exempt bond and LIHTC financing
- VASH
- Partnership arrangements
- Helped write and implement MA state low-income housing tax credit program and MA affordable housing preservation law (40T)



**Christopher R. Froeb**

**Partner**  
**Boston**  
T: 617-345-1137  
E: [cfroeb@nixonpeabody.com](mailto:cfroeb@nixonpeabody.com)

- Multifamily housing development including both market-rate and affordable
- Restructurings and workouts
- Member of Seniors Housing & Care team



**Ruth H. Silman**

**Partner, Boston Office Managing Partner**  
**Boston**  
T: 617-345-6062  
E: [rsilman@nixonpeabody.com](mailto:rsilman@nixonpeabody.com)

- Siting and permitting
- 40R, 121A agreements
- Environmental due diligence
- Energy and environmental regulatory compliance



**Julie Hancock Stände**

**Associate**  
**Boston**  
T: 617-345-6045  
E: [jstande@nixonpeabody.com](mailto:jstande@nixonpeabody.com)

- Acquisition and development
- Land use and permitting particularly in the city of Boston and other Massachusetts cities and towns
- Member of Seniors Housing & Care team



## **ATTACHMENT A: TEAM BIOGRAPHIES**



## CONTACT

Paul E. Bouton  
Partner

**Boston**  
100 Summer Street  
Boston, MA 02110-2131  
Phone: 617-345-1240

Fax: 866-947-1841  
pbouton@nixonpeabody.com

## SERVICES

Real Estate  
Real Estate & Community  
Development  
Affordable Housing  
Tax Credit Finance & Syndication

## EDUCATION

Boston College Law School, J.D.  
University of Connecticut, M.B.A.  
University of Massachusetts, B.B.A.

## ADMISSIONS

Massachusetts

## PAUL E. BOUTON

Paul Bouton is a partner in Nixon Peabody's Affordable Housing group. He represents affordable housing developers in the development and preservation of affordable housing, primarily in Massachusetts.

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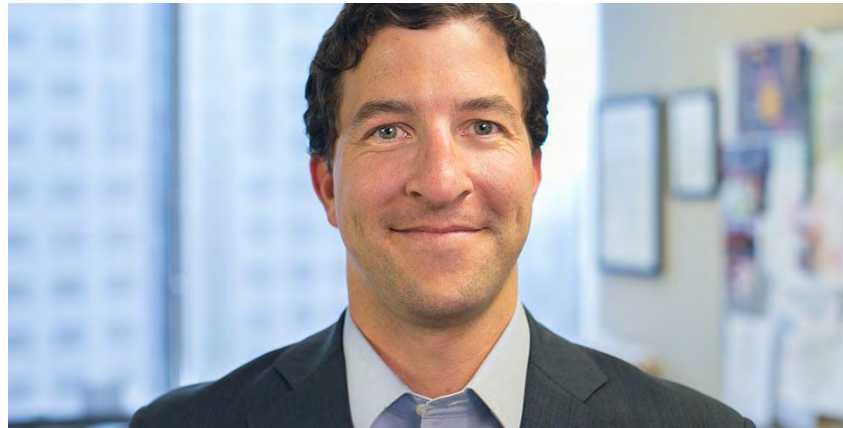
### What do you focus on?

I focus my practice on all aspects of affordable housing finance and development. I have represented owners and developers in the production and preservation of tens of thousands of affordable housing apartment units.

As part of my work in affordable housing finance, I have gained significant experience in structuring and documenting partnership arrangements between developers, owners, investors and others involved in affordable housing development.

I have developed legislative experience as well, as I helped write and implement two Massachusetts state laws relating to affordable housing preservation and development, specifically the Massachusetts state low-income housing tax credit program and the Massachusetts affordable housing preservation law (40T).





## CONTACT

Christopher R. Froeb  
Partner

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cfroeb@nixonpeabody.com

## SERVICES

Real Estate & Community  
Development  
Health Care  
Real Estate  
Real Estate Finance  
Real Estate Transactions &  
Development  
Distressed Debt & Real Estate  
Workouts  
Affordable Housing  
Seniors Housing & Care

## EDUCATION

Suffolk University Law School, J.D.,  
*cum laude*  
Boston College, B.A.

## ADMISSIONS

Massachusetts  
New York

## CHRISTOPHER R. FROEB

Chris Froeb focuses his practice on representing owners, developers and investors in all aspects of commercial real estate transactions, including acquisitions, sales, financings, joint venture formation and development.

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### What do you focus on?

#### Real estate transactions

When my clients' commercial real estate or real estate investments change hands, I draft and negotiate purchase and sale agreements, leases, joint venture and equity documents and loan documents. I also manage and perform the due diligence and other site acquisition services needed to ensure my clients are protected and transactions close efficiently.

#### Multifamily housing

Over the last few years we've seen a significant spike in multifamily housing development. Over that time, I've represented developers of these market-rate and affordable multifamily housing projects as well as institutional investors in multifamily housing assets.

#### Senior housing and care

The senior housing industry has also experienced consistent growth over the last few years. I've assisted institutional investors with their investments in assisted living and skilled nursing properties and portfolios. I've also represented privately held and publicly traded developers and owners in acquiring, selling, master leasing and financing assisted living and skilled nursing developments.

#### Restructuring and workouts

My restructuring and workout experience has included representing institutional lenders in workouts of commercial and securitized loans, distressed property sales, foreclosures and deed-in-lieu transactions.



## CONTACT

Ruth H. Silman  
Partner  
Office Managing Partner, Boston

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rsilman@nixonpeabody.com

## SERVICES

Environmental  
Energy  
Land Use & Zoning  
Real Estate  
Real Estate & Community  
Development  
Environmental Permitting &  
Compliance  
Siting & Permitting  
Energy Project Permitting  
Renewable Energy  
Brownfields Redevelopment  
Energy Regulation  
Food, Beverage & Agriculture

## EDUCATION

Boston University School of Law,  
J.D.

## ADMISSIONS

Massachusetts  
Rhode Island  
U.S. District Court, District of  
Massachusetts

## RUTH H. SILMAN

Ruth Silman concentrates her practice on complex environmental, energy and land use matters. Ruth serves as the managing partner of the firm's Boston office, and leads Nixon Peabody's Climate Change team, an interdisciplinary group of lawyers and environmental specialists focused on meeting the challenges and seizing the opportunities emerging from legislative, regulatory and judicial actions related to climate change.

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### What do you focus on?

I love the depth and breadth of my practice because there is always a new issue or development.

#### Siting and Permitting

I work with clients to obtain environmental, zoning and land use permits and approvals for their projects. My clients include renewable energy developers, manufacturers, business owners, real estate developers, investors, private landowners and municipalities.

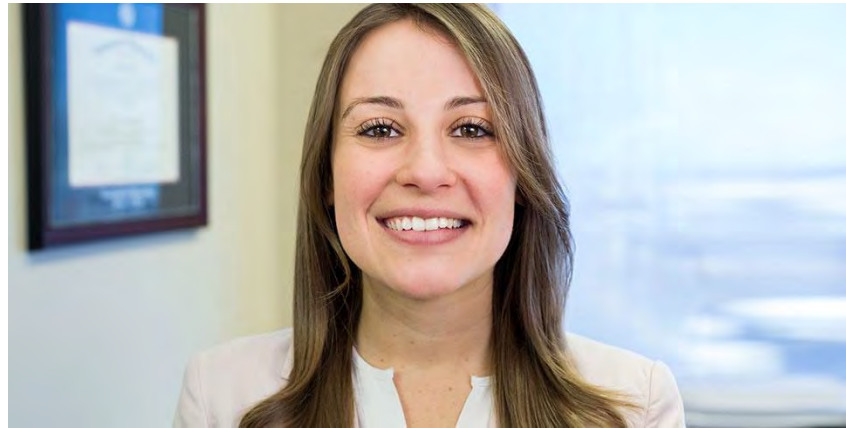
#### Regulatory Compliance

I help clients navigate through environmental and energy regulations to comply with existing rules, prepare for future provisions and understand evolving issues. One of my specialties is the Clean Air Act; currently, I am working with a number of manufacturing clients facing permitting and enforcement matters.

#### Climate Change and Sustainability

I represent companies who are impacted by climate change and climate change policy. We collaborate on how to face the new realities posed by climate change, as well as how to implement sustainable practices to prevent further impacts to the environment. I am working with a large beverage client on reducing water impacts and water conservation measures.





## CONTACT

Julie Hancock Stande  
Associate

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100 Summer Street  
Boston, MA 02110-2131  
Phone: 617-345-6045  
Fax: 855-464-5390  
jhancock@nixonpeabody.com

## SERVICES

Real Estate Transactions &  
Development  
Health Care  
Real Estate  
Seniors Housing & Care  
Real Estate & Community  
Development  
Affordable Housing

## EDUCATION

Northeastern University School of  
Law, J.D.  
University of Connecticut, B.A., *cum  
laude*

## ADMISSIONS

Massachusetts

## JULIE HANCOCK STANDE

Julie Hancock Stande represents developers, landowners and investors in all aspects of commercial real estate transactions.

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### What do you focus on?

#### **Multifamily Housing**

I assist owners and developers on several aspects of the acquisition and disposition of multifamily properties, including developments financed with low-income housing tax credits and historic tax credits. I recently assisted a client in acquiring and financing a 120-unit affordable housing development in Pittsfield, Massachusetts. Additionally in the multi-family sector, I work on dispositions for a top asset manager for institutional investors, selling its investments in affordable housing communities financed with low-income housing tax credits, and negotiate purchase and sale agreements for the sale of the limited partner interests.

#### **Senior Housing and Care**

I have assisted institutional investors with their investments in assisted living and skilled nursing properties and portfolios and have also represented developers and owners in acquiring, selling, and master leasing assisted living and skilled nursing developments. I recently worked on a transaction representing an institutional owner in a large multi-state workout of a master-leased portfolio of skilled nursing facilities.

#### **General Real Estate**

I work with clients on various other general real estate matters, including purchase and sale agreements, real estate joint ventures, title and survey review and zoning matters.



**VHB's passionate professionals include engineers, scientists, planners, and designers who partner with public and private clients in the transportation, real estate, institutional, and energy industries, as well as federal, state, and local governments.**

We're a team—1,350 strong—eager to deliver value by embracing our clients' goals, anticipating challenges, building lasting partnerships, and always providing an exceptional experience.

VHB's Cultural Resources team works collaboratively with clients, project teams, and state and federal agencies on a wide variety of redevelopment and adaptive reuse project types to secure project approvals. Our expertise in guiding clients through the certification application process has resulted in the preparation of over 150 state and federal historic tax credit projects in Massachusetts and the Northeast, representing over \$2 billion in investments, \$200 million in anticipated or awarded federal historic tax credits, and \$100 million in allocated state credits.

## Project Experience



### **Fitchburg Yarn Building, Fitchburg, MA**

VHB prepared state and federal historic tax credit applications for this former mill, which created affordable housing near downtown Fitchburg. The scope of work included masonry restoration, historically-appropriate window replacements, upgrading of the mechanical systems, and the sensitive conversion of the open floor plate into residential units. The project received a 2018 Massachusetts Historical Commission Preservation Award.



### **Worcester County Courthouse, Worcester, MA**

VHB is preparing the state and federal historic tax credit applications for the Worcester Courthouse. The proposed scope of work calls for restoration of the granite block masonry and the use of historically-appropriate replacement windows. The primary interior spaces, including most of the courtrooms, hallways, and lobby spaces will be retained and incorporated into the proposed residential design.



### **Sibley Redevelopment Project, Rochester, NY**

VHB is assisting Winn Development in seeking state and federal historic tax credits for the rehabilitation of the former Sibley Lindsay & Curr building. VHB prepared the state and federal tax credit applications and is consulting with the National Park Service and New York State Historic Preservation Office during construction to ensure the rehabilitation meets the Secretary of the Interior's Standards for Rehabilitation.