

## THE COOLIDGE AT SUDBURY – PHASE 2

### APPLICATION FOR COMPREHENSIVE PERMIT



**Sponsor:**

B'nai B'rith Housing New England, Inc.  
34 Washington Street  
Brighton, MA 02135

**Developer/Applicant:**

Covenant Commonwealth Corporation  
c/o B'nai B'rith Housing New England, Inc.  
34 Washington Street  
Brighton, MA 02135

June 2016

2016 JUN 29 PM 3:30

TOWN CLERK  
TOWN OF SUDBURY



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June 29, 2016

Zoning Board of Appeals  
Mr. Jonathan F.X. O'Brien, Chair  
Town of Sudbury  
Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776

**RE: The Coolidge at Sudbury – Boston Post Road  
Phase 2 Comprehensive Permit Application  
and Request for Modification of Phase 1**

Dear Chairman O'Brien and Members of the Zoning Board of Appeals:

B'nai B'rith Housing New England, Inc. ("BBH") as project sponsor, on behalf its development entity Covenant Commonwealth Corporation is pleased to submit the following applications for zoning relief from the Zoning Board of Appeals (ZBA):

1. Approval of a Comprehensive Permit for The Coolidge at Sudbury Phase 2 (including subdivision approval to create separate parcels for Phase 1 and Phase 2); and
2. Approval of a Substantial Modification for The Coolidge at Sudbury Phase 1

Our proposal for Phase 2 of The Coolidge at Sudbury is a 100% affordable rental housing development of 56 units that is restricted to seniors and older adults aged 55 and older.

In addition to seeking approval pursuant to Chapter 40B, Sections 20-23 for Phase 2 of The Coolidge at Sudbury, the developer also seeks to modify the Comprehensive Permit issued on August 8, 2011 for Phase 1 of The Coolidge at Sudbury (the "Phase 1 Comprehensive Permit"). The Phase 1 Comprehensive Permit needs to be modified because Phase 1 currently occupies approximately six (6) acres of land. The developer proposes to subdivide the Phase 1 land into two parcels, each of approximately three (3) acres. Phase 1 will remain on one of the three-acre parcels and Phase 2 will be constructed on the other three-acre parcel. The reduction of the Phase 1 parcel will exceed ten percent (10%); therefore, this request constitutes a Substantial Modification pursuant to the Chapter 40B regulations (760 CMR 56.07(4)(c)(3) and 760 CMR 56.05(11)).

As part of the Phase 2 Comprehensive Permit Application, the developer requests subdivision approval by the Zoning Board of Appeals, which has the same power as the Planning Board to issue subdivision approval pursuant to Chapter 40B, Section 21. Included with the Phase 2 Comprehensive Permit Application is a plan entitled "Preliminary Subdivision Plan" prepared by Hancock Associates dated June 2016. Pursuant to G.L. c. 41, Section 81P and the ZBA's role thereunder as per Chapter 40B, Section 21, the ZBA has the authority to endorse the referenced plan "approval not required under the Subdivision Control Law" as part of the Comprehensive Permit approval.





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B'nai B'rith Housing 34 Washington Street | Brighton, MA 02135  
Phone 617-731-5290 Fax 617-739-0124  
www.bbhousing.org

We have met informally with numerous Town staff and department heads who provided preliminary feedback that we have incorporated into the plans submitted with this application. We look forward to continuing the spirit of collaboration with the Town during the course of the permitting process.

Please see the enclosed Waiver List and Application Filing Fee. In addition, we can provide the consultant fee deposit upon request of the ZBA.

We welcome the opportunity to meet with you to review our plan at an upcoming Zoning Board of Appeals meeting. Please feel free to contact Holly Grace of my staff, at (617) 731-5293 or by email at [holly@bbhousing.org](mailto:holly@bbhousing.org) if you require additional information. Thank you for your consideration.

Sincerely,

COVENANT COMMONWEALTH CORPORATION

By: \_\_\_\_\_

By: Susan L. Gittelman, its Executive Director

### Enclosures:

- Twenty-five (25) counterparts of Application, Full-size plans and supporting materials, including one original
- One (1) loose copy of 11"x17" plans

Town of Sudbury, Massachusetts  
ZONING BOARD OF APPEALS

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Premises affected: A certain parcel of land situated in the Town of Sudbury, Massachusetts and numbered as 189 Boston Post Road and shown on the Town of Sudbury Assessor's Map as K10-0012. The premises are more particularly described in the documents, plans, exhibits and other materials included in this application.

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APPLICATION FOR A COMPREHENSIVE PERMIT  
UNDER GENERAL LAWS CHAPTER 40B, Section 20-23

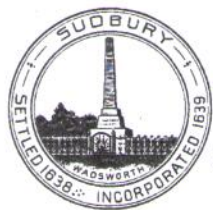
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Covenant Commonwealth Corporation hereby applies to the Zoning Board of Appeals of the Town of Sudbury, Massachusetts, pursuant to Massachusetts General Laws, Chapter 40B, Sections 20 through 23, as amended ("*Chapter 40B*"), for the issuance of a Comprehensive Permit authorizing the applicant to construct on the above-referenced premises a 56-unit rental housing community for seniors and older adults to be called "***The Coolidge at Sudbury Phase 2***". This application and the documents, plans, exhibits and other materials submitted simultaneously herewith, all of which are incorporated herein by reference, contain a complete description of the applicant and the proposed development and constitute the complete application package required to be submitted to the Zoning Board of Appeals pursuant to : (a) Chapter 40B; (b) the rules, regulations and guidelines adopted by the Commonwealth of Massachusetts Department of Housing and Community Development with respect to Comprehensive Permits under Chapter 40B, including but not limited to the regulations set forth at 760 C.M.R. 56.00; and (c) the Town of Sudbury Board of Appeals Supplemental Rules for Comprehensive Permits adopted January 23, 2007.



**The Coolidge at Sudbury – Phase 2**  
**Comprehensive Permit Application Package**  
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# Town of Sudbury

Zoning Board of Appeals

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776

<http://www.sudbury.ma.us>  
email: [appeals@sudbury.ma.us](mailto:appeals@sudbury.ma.us)

## APPLICATION FOR COMPREHENSIVE PERMIT (Ch. 40B)

Date Filed: JUNE 29, 2016

### PART I APPLICANT INFORMATION

Applicant's Name: COVENANT COMMONWEALTH CORPORATION\*  
Applicant's Address: 34 WASHINGTON STREET, BRIGHTON, MA 02135  
Applicant's Phone Number: 617-731-5291 Email Address: SUSAN@BBHOUSING.ORG

### PART II OWNER INFORMATION

Owner's Name: CCC POST ROAD LIMITED PARTNERSHIP  
Owner's Address: 189 BOSTON POST ROAD  
Owner's Phone Number: 617-731-5291 Email Address: SUSAN@BBHOUSING.ORG

### PART III PROPERTY INFORMATION

Address: 187 BOSTON POST ROAD, SUDBURY, MA 01776\*\*  
Assessors Map No: K10-0012, Size: 131,949 SF\*\*, Frontage: 180 FEET\*\*  
Zoning District: RES-A

\*COVENANT COMMONWEALTH CORPORATION will assign permit to a related yet-to-be designated limited partnership that it will control.

\*\*AS PROPOSED FOLLOWING SUBDIVISION AS A PART OF THIS APPLICATION.  
COVENANT COMMONWEALTH CORPORATION

Applicant's Signature: [Signature]  
BY: SUSAN GITTELMAN, EXECUTIVE DIRECTOR

**Materials to be submitted with the application are described in detail in the  
SUPPLEMENTAL RULES FOR COMPREHENSIVE PERMITS**

**<http://sudbury.ma.us/documents/dl/4081/Supplemental40BRules070123.doc>**

**and include:**

*Preliminary site development plans, Report on existing conditions, Preliminary, scaled, architectural drawings, Tabulation of proposed buildings, Preliminary subdivision and utilities plan, Jurisdictional documentation, Waivers and exceptions requested, Certified List of Abutters, Filing Fee or waiver request*



ITEM 2  
THE COOLIDGE AT SUDBURY PHASE 2  
**PRELIMINARY PLANS, DRAWINGS, ETC.**

In accordance with the Town of Sudbury Zoning Board of Appeals Supplemental Rules for Comprehensive Permits Pursuant to MGL CH. 40B, Sections 20-23 adopted January 23, 2007 and the regulations adopted by the Massachusetts Department of Housing and Community Development under MGL Chapter 40B require an application for Comprehensive Permit to include various preliminary plans, preliminary architectural drawings, and a tabulation of proposed buildings, all as further described therein.

Accordingly, the following materials prepared by The Architectural Team (architect) and Hancock Associates (civil engineer) are being submitted with this application submission:

- Tabulation of proposed buildings
- Existing Conditions Plan with Topographical and Wetland Information
- Preliminary Layout Plan
- Preliminary Grading & Drainage Plan
- Preliminary Utility Plan
- Preliminary Landscape Plan
- Preliminary Architectural Drawings with Preliminary Floor Plans, Elevations & Sections

**Twenty-five (25) full sized plan sets, including one original full size set, and one separate 11"x17" set have been provided to the Town. By this reference, these plans are incorporated into and made a part of the application.**

ITEM 3  
THE COOLIDGE AT SUDBURY PHASE 2  
**REPORT ON EXISTING CONDITIONS**

Please see the report that follows as well as the Existing Conditions plan prepared by Hancock Associates dated June 2016 that is a part of this application.



# Report on Existing Conditions and Development Impact

*THE COOLIDGE AT SUDBURY PHASE 2*  
SUDBURY, MA

PROPOSED RESIDENTIAL DEVELOPMENT

June 29, 2016

Sponsor

**B'nai B'rith Housing New England, Inc.**  
**34 Washington Street**  
**Brighton, MA 02135**

Developer

**Covenant Commonwealth Corporation**  
**c/o B'nai B'rith Housing New England, Inc.**  
**34 Washington Street**  
**Brighton, MA 02135**

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**SUDBURY, MA**

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3. Natural Heritage and Endangered Species Program (N.H.E.S.P) Habitat Plan

**Report on Existing Conditions and  
Development Impact  
THE COOLIDGE AT SUDBURY  
SUDBURY, MA**

**I. INTRODUCTION**

This report has been prepared for submittal to the Sudbury Zoning Board of Appeals as part of an application by Covenant Commonwealth Corporation for a Comprehensive Permit pursuant to Massachusetts General Law Chapter 40B, Sections 20-23, for The Coolidge at Sudbury Phase 2, an affordable housing development in Sudbury, Massachusetts ("*Application*"). The following sections will describe the existing site conditions, discuss the proposed site development, and address development impacts.

**II. EXISTING SITE CONDITIONS**

**a. Location**

The site for the proposed development is an approximately 3 acre parcel of land to be created through subdivision to be located at 187 Boston Post Road in Sudbury, MA, as shown in the plans provided with the Application ("*Plans*"). The property is a portion of the parcels identified on the Sudbury Assessor Map as K10-0012. The current address of the site is 189 Boston Post Road, although the new building will have a new address of 187 Boston Post Road. The site is located near the intersection of Landham and Boston Post Roads. A locus map is attached hereto as **Exhibit 1**.

The site is ideal for a Chapter 40B affordable housing development for a number of reasons. First, it is located on a primary roadway, Route 20 (Boston Post Road). It is located on a commercial corridor in Sudbury with easy access to services and shopping. The development of the site will have no direct traffic impact on any existing residential neighborhoods as the site's access is from Boston Post Road. It is proposed as the second phase to The Coolidge at Sudbury, an existing senior apartment community for seniors and older adults. The site has utilities immediately adjacent to the site and requires no new road construction.

The redevelopment of the site will include reorganization of parking and stormwater systems that currently serve The Coolidge at Sudbury Phase 1. The development will result in the creation of well designed multi-family housing for seniors and older adults consistent with the high quality of nearby residential and commercial properties.

**b. Zoning**

The site is zoned Single Residence "A" (A-Res).

**c. Topography**

The existing topography of the development site slopes from the Boston Post Road frontage downward toward the abandoned rail bed. There is a change in grade between Boston Post Road and the property boundary which borders MBTA owned land. Elevations at Boston Post Road are approximately one story higher than that portion of the development site along the MBTA's former rail line. The grade change can be favorably incorporated in the building planning because it facilitates a visual buffer from both Boston Post Road. Among other benefits, as a result of these contours, we can depress the basement level parking level so that it is not directly visible from Boston Post Road. The Applicant proposes to alter the topography as shown in the Plans.

The site primarily drains southward towards the MBTA owned land.

**d. Vegetation**

The site contains upland areas that include a paved parking lot, drainage area, forested uplands in the southern half and transitional scrub/shrub. There is a Wetland Resource Area comprised of a Bordering Vegetative Wetland in the southeast corner of the site. The new building and parking will be sited outside of the 50 foot buffer zone from the wetlands. The development will require modification between the 50 - 100 foot buffer zone area, and will include grading changes in that area.

**e. Soils**

A review of the Soil Survey for Middlesex County, Massachusetts published by the Natural Resources Conservation Service (NRCS) indicates that the primary onsite soils are categorized as "Udorthents-Urban land complex".

Subsurface conditions consist of a layer of fill and/or topsoil/subsoil over natural sandy soils and/or silt. The topsoil is typically 1 to 2 feet thick. The natural sandy soils typically consisted of fine to medium sand with a trace to a little silt and a trace to some gravel, and was encountered directly below the fill or topsoil/subsoil. Silt was encountered directly below the topsoil or fill in some areas located in the southwestern portion of the site and below a layer of the natural sandy soils elsewhere. In some areas, the silt contains clayey silt.

**f. Flood Plain**



According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) for the Town of Sudbury (*Community Panel Number 25017C0507E*), dated June 4, 2010, the entire site is located in Zone X (unshaded): Areas of minimal flooding. A copy of the FEMA Flood Insurance Rate Map is attached hereto as **Exhibit 3**.

**g. Wetlands**

There is a Wetland Resource Area comprised of a Bordering Vegetative Wetland (BVW), in the southeast corner of the site. The new building and parking areas will be sited outside of the 50 foot buffer zone. The development will require modification between the 50 - 100 foot buffer zone area, and will include minor grading changes and disturbance in that area. An Order of Resource Area Delineation approving the BVW boundary was finalized on July 30, 2010 (DEP File 301-1038).

*Bordering Vegetated Wetlands (BVW) are freshwater wetlands which border on creeks, rivers, streams, ponds, and lakes where the soils are saturated and/or inundated such that they support a predominance of wetland indicator plants. [310 CMR 10.55(2)(a)].*

The wetland located within the south east corner of the site contains an open canopy of red maple (*Acer rubrum*), with a dense understory of European buckthorn and highbush blueberry (*Vaccinium corymbosum*). The groundcover contains scattered patches of sensitive fern, cinnamon fern (*Osmunda cinnamomea*), royal fern (*Osmunda regalis*), and interrupted fern (*Osmunda claytonia*). Patches of jewelweed and poison ivy were also observed. The central portion of the BVW is more open, comprised of wet meadow vegetation, including patches of cattail (*Typha* sp.).

**h. Natural Resources and Wildlife Habitat**

According to the 13<sup>th</sup> Edition of the *Massachusetts Natural Heritage Atlas* published by the Division of Fisheries and Wildlife, (effective October 1, 2008), a portion of the site is located within Priority Habitat of Rare Species. The Natural Heritage and Endangered Species Program issued a letter dated April 20, 2010 stating that blue spotted salamander (*Ambystoma laterale*) habitat is within the vicinity of the site. Considering that a small portion of work occur in the area of Priority Habitat, the development will include additional review under the *Massachusetts Endangered Species Act* (MESA, M.G.L. c.131A) and its implementing *Regulations* (121 CMR 10.00).

**i. Surrounding Land Uses**

The parcels directly abutting the site are an unused MBTA rail bed, an Eversource electrical substation, and The Coolidge at Sudbury Phase 1.

The area immediately surrounding the development site contains a mix of uses including commercial, residential and utility-related uses. Uses immediately adjacent to the site include the following: an Eversource power generation facility and a former rail bed owned by the Massachusetts Bay Transportation Authority (MBTA). A gas station is located across Landham Road.

Parcels across the street from the site include single-family residential houses and a town house condominium development.

In addition, commercial and institutional uses are located in the immediate vicinity on the same side of Boston Post Road, including the Buddy Dog Humane Society, the Bosse Sports and Health Club and the Congregation B'nai Torah synagogue building.

**III. POTENTIAL ALTERNATIVE USES**

Potential alternative uses for this site are those uses permitted in the Town of Sudbury's Zoning By-Laws for the Single Residence "A" (A-Res.) District.

**IV. PROPOSED DEVELOPMENT**

**a. General Description**

The proposed development consists of a 56-unit apartment building restricted to seniors and older adults aged 55 and older. All of the proposed units will contain one-bedroom and one bathroom. The building will include common space and amenities, which include a community meeting room with "warming kitchen", a library, and fitness center. The applicant intends to create a service enriched housing program at The Coolidge Phase 2, with an on-site coordinator to link residents with services that they may require as they age and to organize community and wellness activities. Two offices for property management staff are included for use, for a resident service coordinator and a property manager.

The development will be supported with 56 parking spaces. Ten of the parking spaces will be in the surface parking lot and 46 of the spaces will be in a basement level garage. Utilities to service the development will include municipal water, onsite drainage and bio-retention basins for the purpose of mitigating stormwater

runoff quantity and quality, site lighting, electrical, gas, telephone, cable TV and other similar utility services. Sanitary sewer will be provided by an on-site septic system.

**b. Buildings**

The proposed building will be of wood frame construction on concrete foundations. The residential building will be set into the grade, utilizing the natural topography of the site. This results in a building that steps with the grade, to depress the basement level parking from the street view and provide the visual appearance of no more than three stories along the front façade. This configuration also minimizes re-grading of the site.

The building will be fully equipped with automatic fire sprinkler systems, state-of-the-art fire alarm systems, smoke detectors, and carbon monoxide detectors. All buildings will meet or exceed all requirements of the Massachusetts State Building Code and the Stretch Energy Code. The building will contain community space and property management staff offices.

**c. Water Supply**

The project site is proposed to be served by the Sudbury Water District public water supply for both domestic and fire protection from the existing water main.

**d. Sewer Services**

The project site is to be served by a septic system with onsite leaching facility designed in full compliance with 310 CMR 15.000.

**e. Stormwater Management**

Under existing conditions, the development site includes a portion of the stormwater management system to collect, store and infiltrate site-generated runoff for The Coolidge Phase 1. In order to mitigate potential stormwater impacts resulting from the proposed Phase 2 development, it is necessary to design a new stormwater management system to collect, store and infiltrate site-generated runoff into the underlying soils. The project team will phase the site construction to make sure that there are adequate stormwater management systems in place.

To the extent possible, the proposed stormwater management system will incorporate Best Management Practices (BMPs) and Low Impact Design (LID), featuring a combination of roof runoff infiltration, permeable pavement, and treatment swales to provide the requisite quantity and quality mitigation of

stormwater runoff from the project site as well as the required recharge to groundwater.

**f. Electricity and Telephone**

Electricity and telephone services are available along the Boston Post Road frontage to serve the site.

**V. PROPOSED GROUND COVERAGE DATA**

**a. Landscaping/Buffers**

A perimeter buffer of landscaping will border the areas of the development visible from the road, consisting of either natural vegetative buffers that currently exist or new attractively-designed landscaped areas. To the greatest extent possible, some of the existing mature evergreen trees will be retained at the northeastern boundary of the site along Boston Post Road.

Vegetation will be planted along Boston Post Road to screen the building including additional vegetation beneath the mature trees along Boston Post Road.

Additional landscaping will be provided throughout the site to complement the buildings and enhance the overall aesthetics. Plantings will be provided to screen the parking area and building from the street and from neighboring single family homes.

**b. Development Density**

Tables showing density, ground coverage data etc. are presented in the Plans.

**VI. DEVELOPMENT IMPACTS**

**a. Significant Wildlife Habitat Resources**

According to the 13<sup>th</sup> Edition of the *Massachusetts Natural Heritage Atlas* published by the Division of Fisheries and Wildlife, (effective October 1, 2008), a portion of the site is located within Priority Habitat of Rare Species.

During the review process for The Coolidge Phase 1, The Natural Heritage and Endangered Species Program (NHESP) was contacted regarding mapping of this site as Priority and Estimated Habitat. Based on the information contained in the NHESP database and the context of the project site, NHESP determined that the



Phase 1 development would not result in a prohibited "take" of state-listed species. Our team is in the process of reviewing the Phase 2 development area with NHESP.

**b. Open Space**

As described above, the resulting open space will as shown on the Plans.

**c. Recreational resources**

As part of the proposed development, amenities such as a fitness center, community room, and library in the residential building will be provided for the residents. Currently there are no public recreational resources on the site.

**d. Traffic**

Traffic impacts associated with the project will be addressed in a Traffic Impact Analysis to be prepared for the Board during the proceedings.

**VII. CONSTRUCTION IMPACTS**

**a. Noise**

Typical temporary noise impacts from a development of this type will exist during construction. Normal construction noise will be generated by construction vehicles and equipment, material deliveries, excavation, etc., during normal construction working hours. Given the distance to any residential areas and the extent of natural vegetative buffer between the development and the abutting properties, these impacts are not expected to be significant.

Based on the subsurface investigation performed to date and experience with Phase 1 construction, the Applicant anticipates that no blasting of rock will be required.

**b. Dust**

Temporary generation of dust from the construction of the development is expected to be minor due to the granular nature of the existing soils. Any excessive dust produced during construction will be controlled by standard methodologies such as watering. The site will be stabilized once initial disturbance is complete.

**c. Erosion/Siltation**

Hay bales and siltation fence will be installed to prevent erosion or siltation into the wetland area buffer, and elsewhere as required by conditions during construction. After earthwork is completed, exposed soils not otherwise treated are to be loamed and seeded, hydroseeded, sodded, or mulched as appropriate.

## **VIII. MUNICIPAL SERVICE IMPACT**

### **a. Public Safety**

The Sudbury Police Department is located approximately two miles away from the site at 75 Hudson Road. Sudbury Fire Station #2 is an on-call station located at 550 Boston Post Road, approximately 1.6 miles away.

### **b. Sewer/Wastewater Disposal**

Based on standard design flows for residential use from the 314 CMR 15.00 (known as Title V), at a rate of 110 gallons per day per bedroom (gpd/bed), the development's fifty-six (56) one bedroom units would be projected to generate 6,160 gpd and an additional 16 gpd from the on-site management offices. The total design flow for the proposed development calculates to 6,176 gpd. However, based on historical data from The Coolidge Phase 1, the actual flows at the proposed development will be approximately less than half of the Title V flow, in part due to the use of low-flow fixtures and appliances.

Sanitary sewage will be collected and disposed of onsite in accordance with 310CMR 15.000.

### **c. Water Supply**

Water consumption for a residential development is generally anticipated to be about 10% more than that of the sewage generation. As a result, based on Title V criteria above, the estimated water usage for the proposed development is approximately 6,800 gpd. Actual usage is expected to be approximately half of that. Water will be provided to the site from the existing 12-inch municipal main, located in Landham Road.

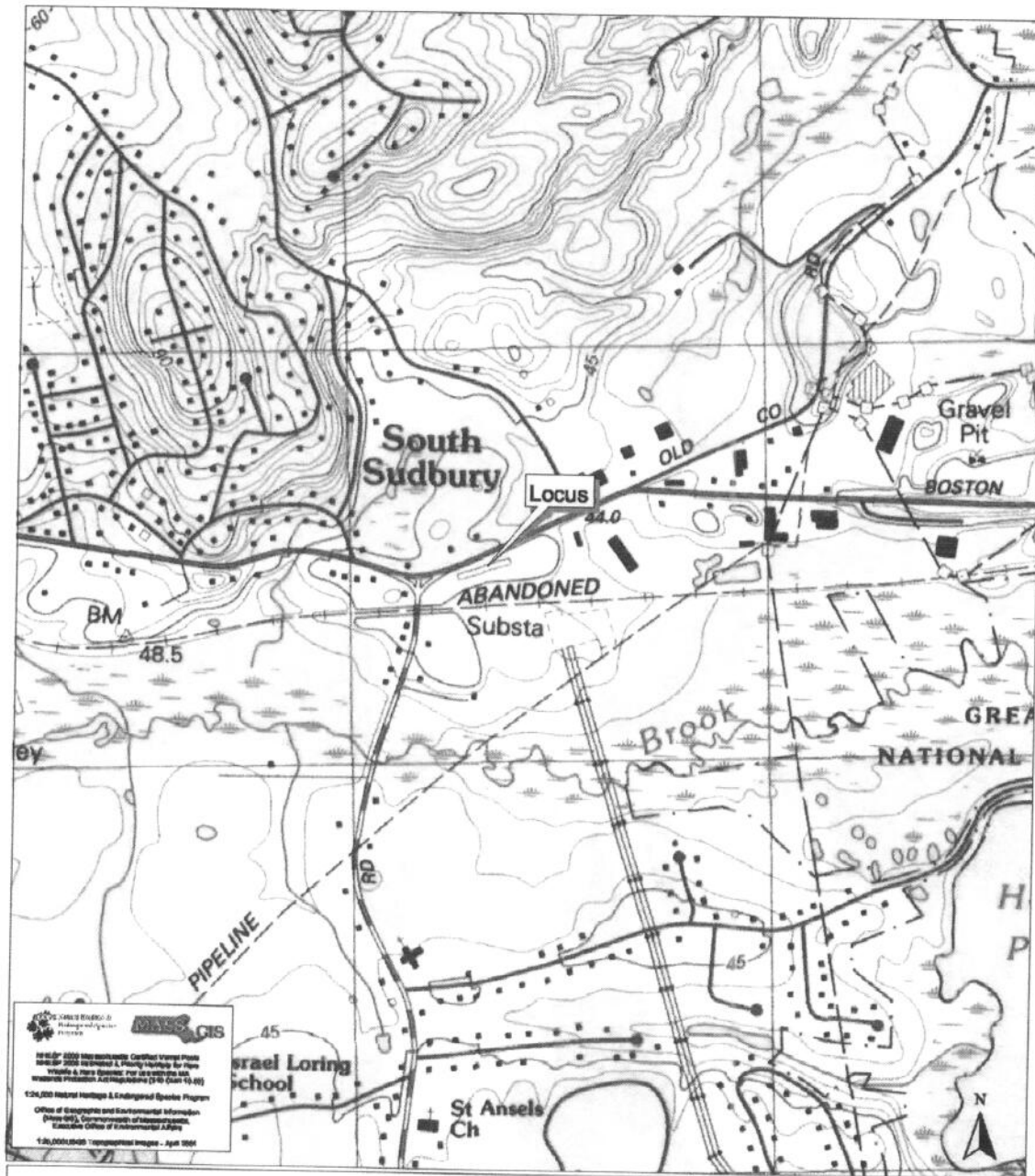
### **d. Refuse Removal**

The Coolidge at Sudbury Phase 2 is proposed to have interior trash rooms for the use of all residents which will include provisions for recycling. Trash disposal services will be provided by a private disposal company, at no cost to the Town.

### **e. Green Design Features**

The new building will be built using "green" features. Appliances will be Energy Star rated and mechanical systems will be efficient and sustainable. The building will employ low flow plumbing fixtures and hardware to encourage water conservation by residents. Efforts will be made to utilize sustainable building materials with long lifecycles.

## USGS LOCUS PLAN

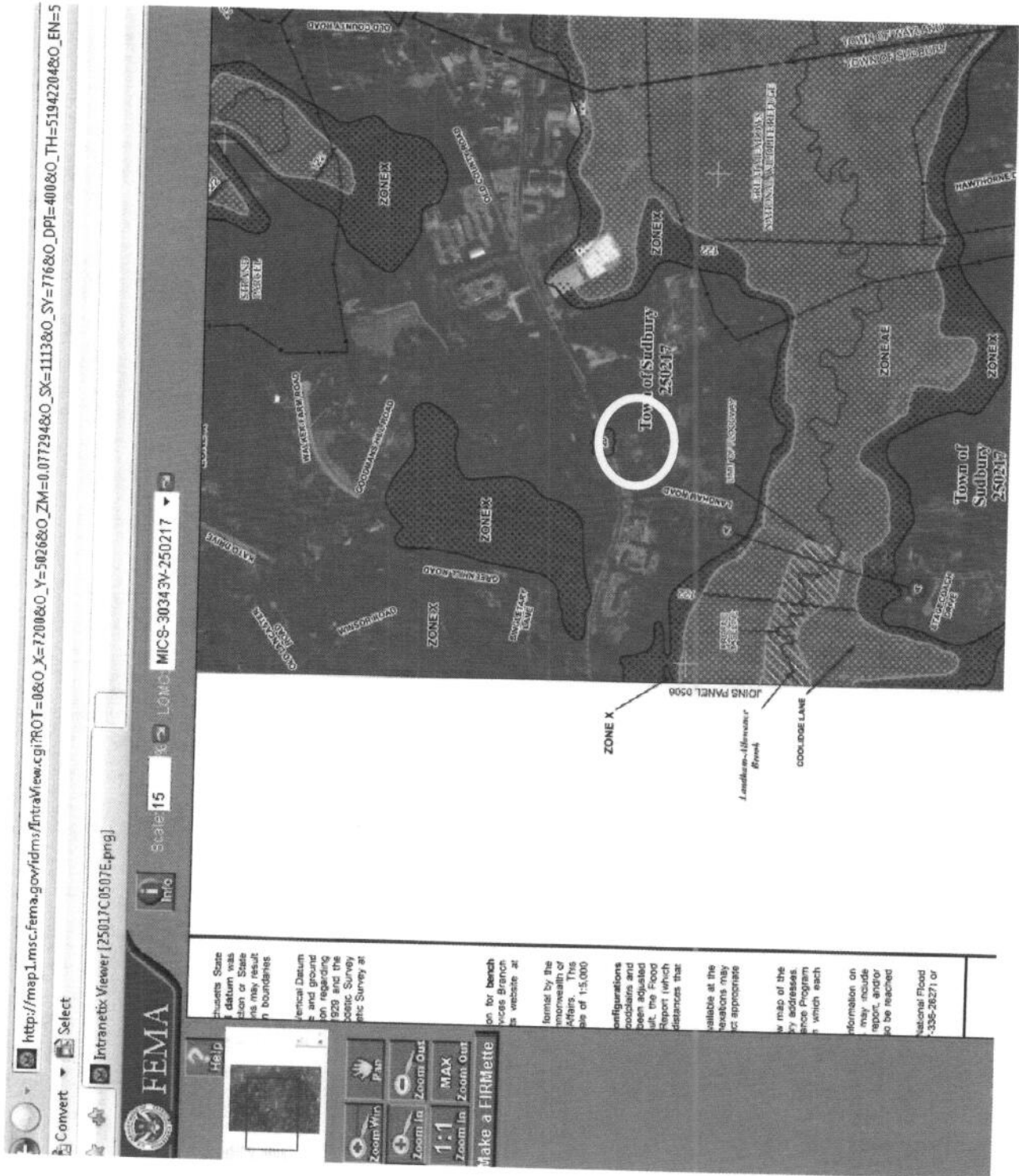


187 Boston Post Road  
 Sudbury, MA

Approximate Scale: 1" = 1,000'



## F.E.M.A FLOOD INSURANCE RATE MAP



# NATURAL HERITAGE AND ENDANGERED SPECIES PROGRAM

## N.H.E.S.P HABITAT PLAN

[http://maps.mass.gov/state.ma.us/PRI\\_EST\\_HAB\\_TEST/Viewer.htm](http://maps.mass.gov/state.ma.us/PRI_EST_HAB_TEST/Viewer.htm)

**Natural Heritage & Endangered Species Program**

**2008**  
**Priority Habitat & Estimated Habitat**

- [NHESP Review](#)
- [Dept. of Fish and Game Home Page](#)
- [Priority Habitat Info](#)
- [Estimated Habitat Info](#)

**Legend**

**EOT-OTP Roads Names**

**EOT-OTP Roads**

- ~ Limited Access Highway
- ~ Multi-lane Hwy, Not Limited Access
- ~ Other Numbered Hwy

**NHESP 2008 Priority Habitats of Rare Species and also Estimated Habitats of Rare Wildlife**

**NHESP 2008 MA Priority Habitats of Rare Species**

Color Orthos 2005

Produced by the NHESP GIS Program with funding provided by the CHARLES GDS Program

Choose a Town

GO

**Tools to Use with the Map**

Click on an icon below, then perform action with mouse on map. Red square indicates active tool.

- Click the map or draw a box to zoom in
- Click the map or draw a box to zoom out
- Drag the map to move it
- Get an ID value for Priority Habitat
- Next 4 icons: action happens when icon is clicked.
- Zooms all the way out
- Hide/show the overview map
- Zooms to previous extent
- Find an address. Enter into the form either a street address and a 5 digit ZIP

ITEM 4  
THE COOLIDGE AT SUDBURY PHASE 2

**PROOF OF LIMITED DIVIDEND ORGANIZATION STATUS**

The development sponsor is B'nai B'rith Housing New England, Inc. ("BBH"), a Massachusetts not-for-profit corporation whose mission is to produce non-sectarian housing, both affordable and mixed income, and to ease the housing crisis, particularly in the communities of Greater Boston. BBH has a demonstrated track record of working in partnership with communities to craft local solutions in its effort to create new housing and has a rare capacity to tackle the challenges of affordable housing development in high-cost housing markets.

The applicant for the development is Covenant Commonwealth Corporation ("CCC"), which is a limited dividend entity that is a direct affiliate of BBH. Attached in this tab are the corporate documents for CCC that demonstrate its limited dividend status. CCC was originally established to complete a development located in Chestnut Hill (Newton) that was sponsored by BBH. As shown in the enclosed documentation, the name was changed (in 2011) and the purpose of the entity was broadened (in August 2008) to produce affordable housing throughout New England.

FEDERAL IDENTIFICATION

no 20-4158996

Fee: \$15.00

Examiner

**The Commonwealth of Massachusetts****William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

Name  
Approved**ARTICLES OF AMENDMENT**  
(General Laws, Chapter 180, Section 7)We, Marvin Siflinger \_\_\_\_\_, \*President / ~~XXXXXX~~and Richard Bluestein \_\_\_\_\_, \*Clerk / ~~XXXXXXXXXX~~of Covenant Commonwealth Newton, Inc. \_\_\_\_\_  
(Exact name of corporation)located at 34 Washington Street, Brighton, MA 02135 \_\_\_\_\_  
(Address of corporation in Massachusetts)

do hereby certify that these Articles of Amendment affecting articles numbered:

Article 1 \_\_\_\_\_  
(Number those articles 1, 2, 3, and/or 4 being amended)of the Articles of Organization were duly adopted at a meeting held on June 20 \_\_\_\_\_, 20 11 \_\_\_\_\_, by vote of:\_\_\_\_\_ members, 6 \_\_\_\_\_ directors, or \_\_\_\_\_ shareholders\*\*.

- ☐ Being at least two-thirds of its members legally qualified to vote in meetings of the corporation; OR
- ☒ Being at least two-thirds of its directors where there are no members pursuant to General Laws, Chapter 180, Section 3; OR
- ☐ In the case of a corporation having capital stock, by the holders of at least two-thirds of the capital stock having the right to vote therein.

The name of the corporation is being changed to Covenant Commonwealth Corporation.C ☐  
P ☐  
M ☐  
R.A. ☐\*Delete the inapplicable words.  
\*\*Check only one box that applies

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

P.C.



The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than *thirty* days after such filing, in which event the amendment will become effective on such later date.

Later effective date: \_\_\_\_\_

SIGNED UNDER THE PENALTIES OF PERJURY, this 14<sup>th</sup> day of September, 20 12

Mam Dufrenoy \_\_\_\_\_ \*President / ~~XXXXXX~~

Richard M. Blumenthal \_\_\_\_\_ \*Clerk / ~~XXXXXX~~

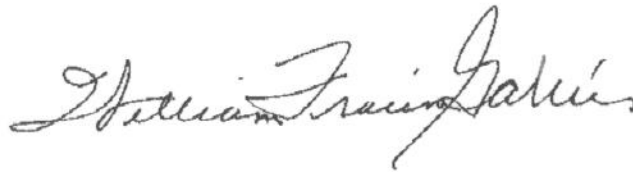
\*Delete the inapplicable words.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

September 20, 2012 10:35 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

MA SOC Filing Number: 200833961620 Date: 08/26/2008 2:54 PM

FEDERAL IDENTIFICATION

NO. \_\_\_\_\_

Fee: \$15.00

Examiner

# The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

Name  
Approved

## ARTICLES OF AMENDMENT (General Laws, Chapter 180, Section 7)

We Marvin Siflinger, \*President / \*Vice President,

and Richard Bluestein, \*Clerk / \*Assistant Clerk

of Covenant Commonwealth Newton, Inc.  
(Exact name of corporation)

located at 34 Washington Street, Brighton, MA 02135  
(Address of corporation in Massachusetts)

do hereby certify that these Articles of Amendment affecting articles numbered:

Article II and Article IV of the Restated Articles of Organization dated March 26, 2006

(Number those articles 1, 2, 3, and/or 4 being amended)

of the Articles of Organization were duly adopted at a meeting held on August 2008, by vote of:

6 members, 6 of 9 directors, or          shareholders\*\*

☐ Being at least two-thirds of its members legally qualified to vote in meetings of the corporation; OR

☒ Being at least two-thirds of its directors where there are no members pursuant to General Laws, Chapter 180, Section 3; OR

☐ In the case of a corporation having capital stock, by the holders of at least two-thirds of the capital stock having the right to vote therein.

C ☐  
P ☐  
M ☐  
RA ☐

\*Delete the inapplicable words.

\*\*Check only one box that applies.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

PC.

Covenant Commonwealth Newton, Inc. ("the Corporation")  
Amendments to the Restated Articles of Organization

Amended Article II

Covenant Commonwealth Newton, Inc. ("CCN"), a Massachusetts non-profit corporation, acquires, develops, manages and owns real property on behalf of itself and other B'nai B'rith charitable organizations as well as other organizations that are exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including but not limited to B'nai B'rith Senior Citizens Housing Corporation, B'nai B'rith I, Inc., B'nai B'rith II, Inc., and B'nai B'rith Housing New England, Inc. (the "B'nai B'rith Entities"), in furtherance of the B'nai B'rith Entities' mission to ease the housing crisis in New England, by doing any activity permitted to a corporation under Massachusetts General Laws c. 180, subject to certain limitations provided therein for the purpose of producing (either directly or indirectly through the sponsoring of affiliated entities in the production of) housing for the elderly and the handicapped, as well as low and moderate income housing throughout New England.

The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes as the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

The Corporation is a "Limited Dividend Organization" pursuant to M.G.L. c. 40B Sec. 21 and 760 C.M.R. 30.02, and agrees to limit the dividend on the invested equity to no more than that allowed by the applicable statute or regulations governing any pertinent housing program undertaken by the Corporation.

See Attached Amended Article IV



The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

Later effective date: \_\_\_\_\_

SIGNED UNDER THE PENALTIES OF PERJURY, this 21<sup>st</sup> day of August, 20 08

Mary DeFinger \_\_\_\_\_, \*President / \*Vice President,

Paul M. Tschirch \_\_\_\_\_, \*Clerk / \*Assistant Clerk.

*\*Delete the inapplicable words.*

Attachment  
to  
Amended Restated Articles of Organization  
of  
COVENANT COMMONWEALTH NEWTON, INC.

Article IV

1. The corporation shall have and be authorized to exercise any and all powers now or hereafter vested in or conferred upon corporations created under Massachusetts General Laws, Chapter 180. In addition, the corporation shall have and be authorized to exercise the following powers:

- (a) The corporation may solicit and receive contributions and grants from any and all sources and may receive and hold, in trust or otherwise, funds received by gift or bequest.
- (b) The corporation may make donations in such amounts as the directors shall determine, irrespective of corporate benefit, for the public welfare or for community fund, charitable, educational or civic purposes.
- (c) The corporation may be a partner in any business enterprise which it would have power to conduct by itself.
- (d) The corporation may make contracts of guarantee and suretyship to the fullest extent as permitted by Massachusetts General Laws, Chapter 180.
- (e) The corporation may do business, carry on its operations, have offices and exercise the powers granted by Massachusetts General Laws, Chapter 180, in any jurisdiction within or without the United States.

2. The corporation shall not exercise any power granted in these Articles of Organization in a manner inconsistent with Massachusetts General Laws, Chapter 180, or any of the other General Laws of the Commonwealth of Massachusetts. It is intended that the corporation shall be entitled to exemption from taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, the corporation shall not exercise any such power in a manner inconsistent with, or which would deprive it of, its exemption from taxes thereunder.

3. The following shall be further limitations on the powers of the corporation notwithstanding any other provision of these Articles of Organization:

- (a) Upon liquidation or dissolution of the corporation after payment of all of the liabilities of the corporation or due provision therefor, all of the assets of the

corporation shall be distributed for one or more exempt purposes specified in Section 501(c)(3) of the Internal Revenue Code, and shall not inure to the benefit of or be distributed to any private shareholder or individual (including, without limitation, any individual, director or officer of the corporation);

- (b) The corporation shall use and/or distribute all property from time to time held by the corporation solely in the furtherance of the exempt purposes of the corporation in such manner as the board of directors shall determine;
- (c) No part of the assets or net earnings, if any, of the corporation shall inure to the benefit of, or be distributable to, its members, its directors, its officers or any private shareholder or individual, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes set forth in Article II of these Articles of Organization; and
- (d) The corporation shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office, and no substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except to the extent the corporation makes expenditures for purposes of influencing legislation in conformity with the requirements of Section 501(h) of the Internal Revenue Code).

4. In the event the corporation is a "private foundation" as defined in Section 509 of the Internal Revenue Code, then notwithstanding any other provisions in these Articles of Organization or the by-laws of the corporation, the following provisions shall apply:

- (a) The income of the corporation for each taxable year shall be distributed at such time and in such manner as not to subject the corporation to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code;
- (b) The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code;
- (c) The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code;
- (d) The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code; and
- (e) The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

Without limiting the generality of, and notwithstanding the foregoing provisions of, this Section 4, during such periods as the corporation shall constitute an operating foundation within the meaning of Section 4942(j) of the Internal Revenue Code, the corporation shall not be required to distribute income pursuant to Section 4942 of the Internal Revenue Code.

5. No officer or director shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as an officer or director notwithstanding any provision of law imposing such liability; provided, however, that this provision shall not eliminate or limit the liability of an officer or director (i) for any breach of the officer's or director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or (iii) for any transaction from which the officer or director derived an improper personal benefit. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any officer or director for or with respect to any acts or omissions of such officer or director occurring prior to such amendment or repeal.

6. All references in these Articles of Organization (i) to the Internal Revenue Code, or any section or other provision thereof, shall be deemed to refer to the Internal Revenue Code of 1986 as now in force or hereafter amended; (ii) to the General Laws of the Commonwealth of Massachusetts, or any chapter, section or other provision thereof, shall be deemed to refer to such General Laws, chapter, section or provision as now in force or hereafter amended; and (iii) to particular provisions of the Internal Revenue Code or the General Laws of the Commonwealth of Massachusetts shall be deemed to refer to similar or successor provisions hereafter adopted.

THE COMMONWEALTH OF MASSACHUSETTS

**ARTICLES OF AMENDMENT**  
(General Laws, Chapter 180, Section 7)

I hereby approve the within Articles of Amendment and, the filing fee in  
the amount of \$ \_\_\_\_\_ having been paid, said articles are deemed  
to have been filed with me this \_\_\_\_\_ day of \_\_\_\_\_  
20 08 .

Effective date: \_\_\_\_\_

**WILLIAM FRANCIS GALVIN**  
*Secretary of the Commonwealth*

**TO BE FILLED IN BY CORPORATION**  
Contact information:

Joyce K. Mahoney

Goulston & Storrs

400 Atlantic Ave., Boston, MA 02110

Telephone: 617-574-6441

Email: \_\_\_\_\_

A copy this filing will be available on-line at [www.state.ma.us/sec/cor](http://www.state.ma.us/sec/cor) once  
the document is filed.

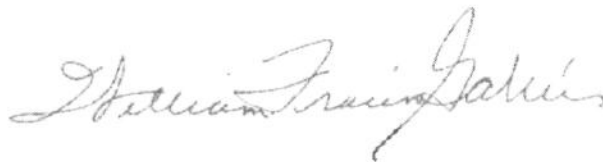


THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

August 26, 2008 2:54 PM


A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

FEDERAL IDENTIFICATION  
NO. 20-4158996

Examiner

  
Name \_\_\_\_\_  
Approved \_\_\_\_\_

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

**RESTATED ARTICLES OF ORGANIZATION**  
(General Laws, Chapter 180, Section 7)

C ☐  
P ☐  
M ☐  
LA ☐

*Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet as long as each article requiring each addition is clearly indicated.*

**P.C.**

7.5.2005

180res 1/28/04

#### ARTICLE I

The name of the corporation is:

Covenant Commonwealth Newton, Inc.

#### ARTICLE II

The purpose of the corporation is to engage in the following activities:

The purpose of this Corporation is to own, develop and invest in real property located in Newton, Massachusetts and to provide low-income, moderate-income, and market-rate income housing through the rehabilitation, construction, renovation, operation (including conversion to cooperative or condominium form of ownership and the sale of apartment units) in accordance with the requirements of M.G.L. c. 40B, and in connection therewith, to make and perform contracts and other undertakings and to engage in any and all activities and transactions as may be necessary or advisable in connection therewith, including, but not limited to, the purchase, acquisition by gift, transfer, mortgage, pledge and exercise of all other rights, powers, privileges and other incidences of ownership with respect to the above described property and to borrow or raise money without limitation as to amount or manner and to carry on any and all activities related to any of the foregoing.

Said Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes as the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

Said Corporation is a "Limited Dividend Organization" pursuant to M.G.L. c. 40B § 21 and 760 C.M.R. 30.02, and agrees to limit the dividend on the invested equity to no more than that allowed by the applicable statute or regulations governing any pertinent housing program undertaken by the Corporation.

#### ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

N/A

#### ARTICLE IV

"Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

The Corporation is empowered to:

- (a) To acquire by gift or purchase, own, sell, convey, assign, or lease any interest in real estate and personal property and to construct, maintain, and operate improvements thereon necessary or incident to the accomplishment of the purposes set forth in Article II hereof.
- (b) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, and to secure the same by mortgage, pledge, or other lien on the Corporation's property.
- (c) To do and perform all acts necessary to accomplish the purposes of the Corporation, including the negotiation and execution of agreements and/or contracts with federal or state agencies for direct loans or other financial aid.
- (d) Upon the dissolution of the Corporation, all of the remaining assets of the Corporation shall be distributed only to one or more organizations created and operated for one or more exempt purposes within the meaning of Article II(a) hereof, other than for religious purposes, all of the foregoing within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

*Note: The preceding four (4) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.*

**ARTICLE V**  
The effective date of the Restated Articles of Organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding financial or recording officers, whose names are set out on the following page, have been duly elected.

**ARTICLE VI**  
The information contained in Article VI is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:  
B'nai B'rith Housing New England  
34 Washington Street  
Brighton, MA 02135

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:		-SEE EXHIBIT A-	
Treasurer:			
Clerk:			
Directors: (or officers having the powers of directors)			

c. The fiscal year of the corporation shall end on the last day of the month of: August

d. The name and business address of the resident agent, if any, of the corporation is: None

"We further certify that the foregoing Restated Articles of Organization affect no amendments to the Articles of Organization of the corporation as heretofore amended, except amendments to the following articles. Briefly describe amendments below:

- Change to purpose language in Article II.
- Correction of typographical error in address of corporation. Address formerly listed as 30 Washington Street rather than 34 Washington Street.

SIGNED UNDER THE PENALTIES OF PERJURY, this 27 day of March, 2006.

Mammy [Signature]  
Richard M. [Signature]  
\_\_\_\_\_, \*President ~~XXXXXXXXXX~~  
\_\_\_\_\_, \*Clerk ~~XXXXXXXXXX~~

\*Delete the inapplicable words.

\*\*If there are no such amendments, state "None".

**EXHIBIT A**

<u>Name</u>	<u>Office</u>	<u>Residence</u>	<u>Post Office Address</u>
Richard Bluestein	Clerk and Director	19 Monmouth Court Brookline, MA 02446	30 Washington Street, Brighton, MA
Andrew Chaban	Director	5 Skyview Terrace North Andover, MA 01845	30 Washington Street, Brighton, MA
Robert Golden	First Vice President and Director	16 Nod Hill Road Newton, MA 02161	30 Washington Street, Brighton, MA
Burt Gesserman	Treasurer and Director	41 Aspen Road Sharon, MA 02067	30 Washington Street, Brighton, MA
Hindell Grossman	Vice President and Director	983 Dedham Street Newton, MA 02459	30 Washington Street, Brighton, MA
Alan Suvalle	Vice President and Director	984 High Street Westwood, MA 02090	30 Washington Street, Brighton, MA
Ric Phillips	Vice President and Director	32 Ridge Avenue, Newton Center, MA 02159	30 Washington Street, Brighton, MA
Marvin Siflinger	President and Director	4 Duggan Drive Framingham, MA 01702	30 Washington Street, Brighton, MA
Eleanor White	Vice President and Director	106 Sumner Street Newton, MA 02459	30 Washington Street, Brighton, MA
Edward Zuker	Director	1223 Beacon Street Brookline, MA 02446	30 Washington Street, Brighton, MA



23893

THE COMMONWEALTH OF MASSACHUSETTS  
RESTATED ARTICLES OF ORGANIZATION  
(General Laws, Chapter 180, Section 7)

I hereby approve the within Restated Articles of Organization and,  
the filing fee in the amount of \$ 35 having been paid, said  
articles are deemed to have been filed with me this 9<sup>th</sup> day of  
April, 20 06.

976147

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



WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION  
Contact Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

A copy this filing will be available on-line at [www.state.ma.us/sec/cor](http://www.state.ma.us/sec/cor) once  
the document is filed.

2006 APR -7 PM 12:25  
CORPORATION DIVISION

ITEM 5  
THE COOLIDGE AT SUDBURY PHASE 2

**PROJECT ELIGIBILTY LETTER FROM DHCD**



Commonwealth of Massachusetts  
**DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Komegay, Undersecretary

June 27, 2016

Ms. Susan Gittelman  
B'Nai B'Rith Housing  
34 Washington Street  
Brighton, MA 02135

RE: The Coolidge at Sudbury- Phase 2- Sudbury, MA – Site Approval Letter

Dear Ms. Gittelman:

I am pleased to inform you that your application for project eligibility determination for the proposed Coolidge at Sudbury- Phase 2 project located in Sudbury, Massachusetts, has been approved under the Low Income Housing Tax Credit (LIHTC) program. The property is located at 187 Boston Post Road in Sudbury, Massachusetts. This approval indicates that the proposed plan is for 56 units, all of which are affordable (100%) at no more than 60% of area median income. The proposed development will consist of 56 one-bedroom units, and the rental structure as described in the application is generally consistent with the standards for affordable housing to be included in the community's Chapter 40B affordable housing stock. This approval does not constitute a guarantee that LIHTC funds will be allocated to the Coolidge at Sudbury- Phase 2 project. It does create a presumption of fundability under 760CMR 56.04, and permits B'Nai B'Rith Housing to apply to the Sudbury Zoning Board of Appeals for a comprehensive permit. The sponsor should note that a One Stop submission for funding for this project must conform to all Department of Housing and Community Development (DHCD) program limits and requirements in effect at the time of submission.

As part of the review process, DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Low Income Housing Tax Credit program.
2. DHCD has performed an on-site inspection of the proposed Coolidge at Sudbury- Phase 2 project and has determined that the proposed site is an appropriate location for the project.
3. The proposed housing design is appropriate for the site.
4. The proposed project appears financially feasible in the context of the Sudbury housing market.
5. The initial proforma for the project appears financially feasible and consistent with the requirements for cost examination and limitations on profits on the basis of estimated development

and operating costs. Please note again that a One Stop submission for funding for this project must conform to all DHCD program limits and requirements in effect at the time of submission.

6. The ownership entity will be a single-purpose entity controlled by the Applicant (B'Nai B'Rith Housing) subject to limited dividend requirements, and meets the general eligibility standards of the Low Income Housing Tax Credit program.
7. The Applicant controls the site.
8. In addition, during the review period, DHCD received the attached comments from the Town of Sudbury. We anticipate that all issues will be thoroughly reviewed by the appropriate town boards and resolved to the satisfaction of all parties and the project sponsor.

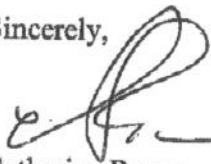
The proposed Coolidge at Sudbury- Phase 2 project will have to comply with all state and local codes not specifically exempted by a comprehensive permit. In applying for a comprehensive permit, the project sponsor should identify all aspects of the proposal that will not comply with local requirements.

If a comprehensive permit is granted, construction of this project may not commence without DHCD's issuance of Final Approval pursuant to 760 CMR 56.04 (7) and an award of LIHTC funds. This project eligibility determination letter is not transferable to any other project sponsor or housing program without the express written consent of DHCD.

This letter shall expire two years from this date, or on June 27, 2018, unless a comprehensive permit has been issued.

We congratulate you on your efforts to work with the Town of Sudbury to increase its supply of affordable housing.

Sincerely,



Catherine Racer  
Associate Director

Cc: Melissa Murphy-Rodrigues, Esq, Town Manager  
Jody Kablack, Director of Planning and Community Development  
Sudbury Board of Appeals



# Town of Sudbury

Office of Selectmen  
[www.sudbury.ma.us](http://www.sudbury.ma.us)

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

June 8, 2016

Catherine Racer, Associate Director  
DHCD  
100 Cambridge Street, 3<sup>rd</sup> Floor  
Boston, MA 02114

RE: The Coolidge at Sudbury Phase 2, 187 Boston Post Road, Sudbury, MA

Dear Ms. Racer:

Thank you for your letter of May 9, 2016 and the opportunity to provide comments relative to the above project application. The Sudbury Board of Selectmen met with the Developer on June 7, 2016, and received an overview of the preliminary plan to construct 56 units of age restricted affordable housing on a parcel of land located on Boston Post Road.

Following the Board's meeting, the Board directed me to respond to your letter with the following comments and recommendations:

1. The Selectmen believe the location of this property is appropriate for a comprehensive permit. There are relatively few abutters who will be significantly impacted by the density of this development. It is close to commercial services and the downtown business area. It will provide 56 units of housing, all of which will be affordable. B'nai B'rith is a taxable entity and the development will not drain constrained Town resources.
2. The Board requests that MassHousing require a market study be submitted during the Comprehensive Permit process to determine the demand for this type and price of housing in the region. It is in Sudbury's best interest to make sure the development is successful and addresses a documented need.
3. The Town and the State are in the process of designing a traffic signal at the corner of Landham Road and Boston Post Road. Easements and/or property takings may be necessary along the frontage of this property to construct the signal. The Developer should be expected to work with the Town and MassDOT on designing the intersection and abutting driveways, as these eventual improvements will benefit the residents of this development.
4. The Board requests that MassHousing require a traffic impact study be submitted during the Comprehensive Permit process in order to ascertain that the highest level of public safety for both vehicular and pedestrian traffic are met.
5. The Developer is requested to facilitate transportation for its residents by working with the Sudbury Council on Aging and the Metrowest Regional Transit Authority. If phase 2 is approved, the property in total will contribute 120 senior households to an already strained service budget.



# Town of Sudbury

Office of Selectmen  
[www.sudbury.ma.us](http://www.sudbury.ma.us)

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756

Email: [selectmen@sudbury.ma.us](mailto:selectmen@sudbury.ma.us)

This could be in the form of a dedicated van service for residents of Coolidge, or a contribution towards the Town's current services.

6. The Developer is encouraged to apply for the project under both the State Wetlands Protection Act and the local Wetlands Administration Bylaw. We encourage the Developer to reach out to the Commission during these planning stages. This development site contains a wetland area in the southeast corner of the site. The Developer should work with the Conservation Commission to create a plan that addresses and improves the resource area.
7. The Town will carefully review the appearance of the development from Boston Post Road. Massing should be minimized to avoid the appearance of high density development. Appropriate screening and landscaping to make the front of the development attractive is also recommended. Preservation of existing large trees is encouraged.
8. Local preference for the affordable units will be requested to the maximum extent allowed by law.
9. The Town of Sudbury Housing Trust requests to be the initial Lottery Agent for the project.
10. The Developer is urged to contact abutting property owners immediately to ascertain their concerns with development of the property as proposed.
11. The Town of Sudbury has shared with the Developer its concerns regarding the extraordinarily high number of public safety calls to the Phase 1 Development. In 2015, the police responded to the development 125 times and the fire also responded to 57 of those calls. There is a high number of medical calls to the development, but the calls also include suspicious behavior calls that can often be unfounded. The Town is asking the Developer for a plan to mitigate or address the high call volume.

Thank you for your consideration of these comments.

On behalf of the Board of Selectmen,

Melissa Murphy-Rodrigues, Esq, Town Manager

cc: Holly Grace, B'nai B'rith  
Jody Kablack, Director of Planning and Community Development  
Board of Appeals



ITEM 6  
THE COOLIDGE AT SUDBURY PHASE 2

**EVIDENCE OF SITE CONTROL**

# PURCHASE AND SALE AGREEMENT

## FOR

### PHASE TWO THE COOLIDGE

### SUDBURY, MASSACHUSETTS

#### 1. PARTIES:

This PURCHASE AND SALE AGREEMENT is made as of the 15<sup>th</sup> day of April, 2016 (this "Agreement"), by and between CCC Post Road Limited Partnership, a Massachusetts limited partnership ("Seller"), and B'NAI B'RITH HOUSING NEW ENGLAND, INC., a Massachusetts non-profit corporation, having an address of 34 Washington Street, Brighton, Massachusetts 02135, or its designee (hereinafter "Buyer").

("Buyer"). 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. The portion of land located at 189 Boston Post Road, Sudbury Massachusetts, as more particularly described as Lot 2, a 2.52 acre site, on the drawing attached hereto as Exhibit A, known as Phase Two, The Coolidge at Sudbury, and any easements or other rights appurtenant thereto (the "Real Estate").

B. Intangible Property. All of the rights of Seller under all contracts, agreements, warranties and guarantees related to 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 Seller in any licenses, permits and approvals for the construction, ownership, use, occupancy, maintenance and operation of the Premises.

#### 3. DEED AND TITLE:

A. The Premises are to be conveyed by a Quitclaim Deed running to Buyer, or to the nominee 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 and zoning laws;
- (ii) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (iii) Any liens for municipal betterments assessed after the date of this Agreement; and

(iv) Matters that do not materially interfere with the use of the Premises for its current uses.

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

(i) All driveways, garages, and cesspools, 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) 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; provided, however, Seller's title shall be conclusively deemed to comply with the provisions of this Section 3B with respect to any such matter existing as of the date of this Agreement.

#### 4. PURCHASE PRICE AND PAYMENT:

A. Subject to the adjustments and prorations described herein, the agreed purchase price for the Premises (the "Purchase Price") is Five Hundred Thousand Dollars (\$500,000.00), payable as follows:

B. One Hundred Dollars (\$100.00) shall be paid upon execution of this Agreement as a deposit (the "Deposit") which will be held in accordance with Section 14 below, and shall be credited in full against the Purchase Price at the Closing;

C. The balance of the Purchase Price shall be payable at Closing by wire transfer of funds.

#### 5. CLOSING:

The deed of the Premises is to be delivered and the consideration paid at the offices of Nixon Peabody LLP, 100 Summer Street, Boston, MA 02110, or such other location as may be required by Buyer's mortgage lender, at 10:00 A.M. on the earlier of (i) April 1, 2018, or (ii) a date designated by Buyer in a written notice to Seller, subject to Buyer's right to extend as set forth in Section 7. 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 at the Registry. As used herein, "reasonable time" shall be understood to extend until

the close of business on the next day after the closing on which said Registry is open for the recording of documents.

Buyer shall have the right to extend the Closing Date until no later than April 1, 2019 (the "Outside Closing Date"), provided that Buyer gives Seller written notice of such extension prior to the expiration of the then current Closing Date. Notwithstanding the foregoing, the Closing Date may occur at any time prior to the Outside Closing Date with thirty (30) days advanced written notice from the Buyer to the Seller.

6. CONDITION OF PREMISES AT CLOSING:

A. At the time of the Closing, the Premises: (i) 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; provided, however, that the Premises shall be deemed to be in compliance with such statutes, ordinances, by-laws, codes, rules and regulations, restrictive covenant, agreement, or other instrument of record as to any non-compliance or violation existing as of the date of this Agreement.

B. If prior to the Closing Date, (i) the Premises shall be damaged by fire or other casualty, and the Premises are not restored by Seller to the materially same condition as it was in prior to such casualty, (ii) the Premises shall 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 (subject to the provisions of Section 6A), then, at Buyer's option, the Deposit, together with any interest thereon, shall be forthwith refunded to 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 prior to the Closing Date to determine whether the condition thereof 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 warranty or representation herein set forth is not true and correct in all material respects 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 warranty or representation, 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, that Seller shall not be obligated to spend more than \$50,000 in using such reasonable efforts, except that such limit shall not apply to encumbrances voluntarily created by Seller or to liens to secure the payment of money arising out of any action or inaction of Seller.

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 (together with all interest thereon) returned to Buyer.

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, pay over or assign to Buyer, on delivery of the deed, all amounts recovered or to which Seller has the right to recover 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.

10. USE OF PURCHASE PRICE TO CLEAR TITLE:

To enable Seller to make the 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 the 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; except liens held by institutional parties, which may be discharged subsequent to the delivery of the deed in accordance with current custom and practice.

11. INSURANCE:

Seller agrees to maintain its existing fire and casualty insurance on the Premises through the Closing Date, including any extensions thereof.

12. ADJUSTMENTS:

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. Water and sewer use charges shall be adjusted on the basis of meter readings taken within seven (7) business days prior to the Closing, plus a pro rata adjustment for the number of days elapsed between such reading and the Closing Date. Seller shall make necessary arrangements to have meter readings taken by municipal or other appropriate authorities.

B. Buyer and Seller acknowledge that as of the Closing Date the Premises will not be a separately assessed tax parcel. Buyer and Seller agree to an appropriate proration of all real estate

taxes affecting the Premises at Closing. All real estate taxes with respect to the Premises only 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 is not known at the Closing, then the taxes shall be apportioned on the basis of the tax payment for the preceding year, with a reapportionment as soon as the new tax amount 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 amount 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.

C. Any expenses for contracts relating to the Premises that may survive the Closing.

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. Buyer agrees to indemnify Seller against and to hold Seller harmless from any loss, damage, cost (including, without limitation, attorneys' fees) or liability that Seller may incur as a consequence of any breach of the foregoing warranty and representation. 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 or otherwise entered into a brokerage agreement with any real estate broker. Further, Seller agrees to indemnify Buyer against and to hold Buyer harmless from any loss, damage, cost (including, without limitation, attorneys' fees) or liability which Buyer may incur as a consequence of Seller's having listed the property or otherwise entered into a brokerage agreement with any broker. Seller shall be solely and fully responsible for the payment of all fees and commissions of the Broker and shall provide Buyer at the Closing with a written acknowledgment from the Broker of such payment. The provisions of this paragraph shall survive delivery of the deed.

14. DEPOSIT; LIQUIDATED DAMAGES:

A. All Deposits paid pursuant to this Agreement prior to the Closing shall be paid to Seller and held by Seller subject to the terms of the Agreement and shall be duly accounted for at the Closing.

B. In the event that Seller is ready, willing and able to perform but Buyer shall fail to perform Buyer's obligations hereunder, the Deposit shall be retained by 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 funds held in escrow shall not be released 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:

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

- (i) Deed to the Premises in accordance with the provisions of Section 3 of this Agreement.
- (ii) An affidavit and indemnity 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 and any liens for sums owed to municipal lighting plants and water companies.
- (iii) 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.
- (iv) Any forms required to comply with Internal Revenue Service reporting requirements.
- (v) 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.
- (vi) Any other documents required to be delivered at Closing pursuant to this Agreement.

16. BUYER'S ACCESS:

Buyer and Buyer's agents and representatives shall have a right of access to the Premises at all reasonable times and upon at least 24 hours' notice to Seller, which notice need not be in writing, to inspect the condition of the Premises generally, to carry out inspections contemplated by this Agreement, to review Seller's books and records with respect to the operation of the Premises, and to show the Premises to prospective contractors, lenders, investors and appraisers, provided such access shall not materially interfere with Seller's operation of the Premises. During the course of this transaction, there shall be made available to Buyer such financial statements relating to the Premises and such other information as Buyer may reasonably request from Seller with respect to the transactions contemplated hereby. Such inspection may include test borings, surveys, percolation tests, water table tests, soil porosity tests, and such other topographical and engineering surveys, and other tests, surveys, and studies as Buyer may require. After any such alteration, Buyer shall promptly restore the Premises to its prior condition. Buyer agrees to indemnify and hold Seller harmless from and against any cost, claim, charge, or liability asserted or occasioned by the activity on or about the Property by Buyer or any of its agents or representatives, excluding any injury or damages to Buyer or its agents occasioned by conditions existing on the Premises which are covered by Seller's existing general liability insurance.

17. NOTICES:

All notices permitted or required to be given hereunder (other than notices indicating a request for access to the Premises) 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:

CCC Post Road Limited Partnership  
34 Washington Street  
Brighton (Boston), MA 02135  
Attention: Susan Gittelman, Executive Director

With a copy to:

Nixon Peabody LLP  
100 Summer Street  
Boston, MA 02110  
Attention: Paul E. Bouton, Esq.

If to Buyer:

B'NAI B'RITH HOUSING NEW ENGLAND, INC.  
34 Washington Street  
Brighton (Boston), MA 02135  
Attention: Susan Gittelman, Executive Director

With a copy to:

Nixon Peabody LLP  
100 Summer Street  
Boston, MA 02110  
Attention: Paul E. Bouton, Esq.

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 receipt thereof or the date of refusal to accept delivery, as the case may be.

18. NO PERSONAL LIABILITY:

Seller and Buyer each recognizes, agrees and acknowledges that no partner, member, manager, officer, trustee, stockholder, beneficiary or agent of or investor in or with either Buyer or Seller shall have any direct or indirect personal liability hereunder.

19. 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.

20. MISCELLANEOUS AGREEMENTS:

A. Seller, at no out of pocket cost to Seller, shall cooperate with Buyer and furnish Buyer within a reasonable time after request therefor, with all information reasonably requested by Buyer in connection with Buyer's efforts to obtain 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 and Seller's obligations are contingent upon obtaining all required consents of Seller's partners and lenders to this transaction. If such consent is not obtained by the Closing Date, then either Seller or Buyer shall have the right, at either party's election, to terminate this Agreement effective upon notice to the other of the exercise of said election.

21. ENTIRE AGREEMENT; RULES OF CONSTRUCTION:

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; 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 to 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.

22. ACCEPTANCE OF DEED:

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

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

SELLER:

CCC POST ROAD LIMITED  
PARTNERSHIP, a Massachusetts limited  
partnership

By: CCC Post Road LLC, a Massachusetts  
limited liability company,  
its sole general partner

By: Covenant Commonwealth Corporation,  
its sole manager

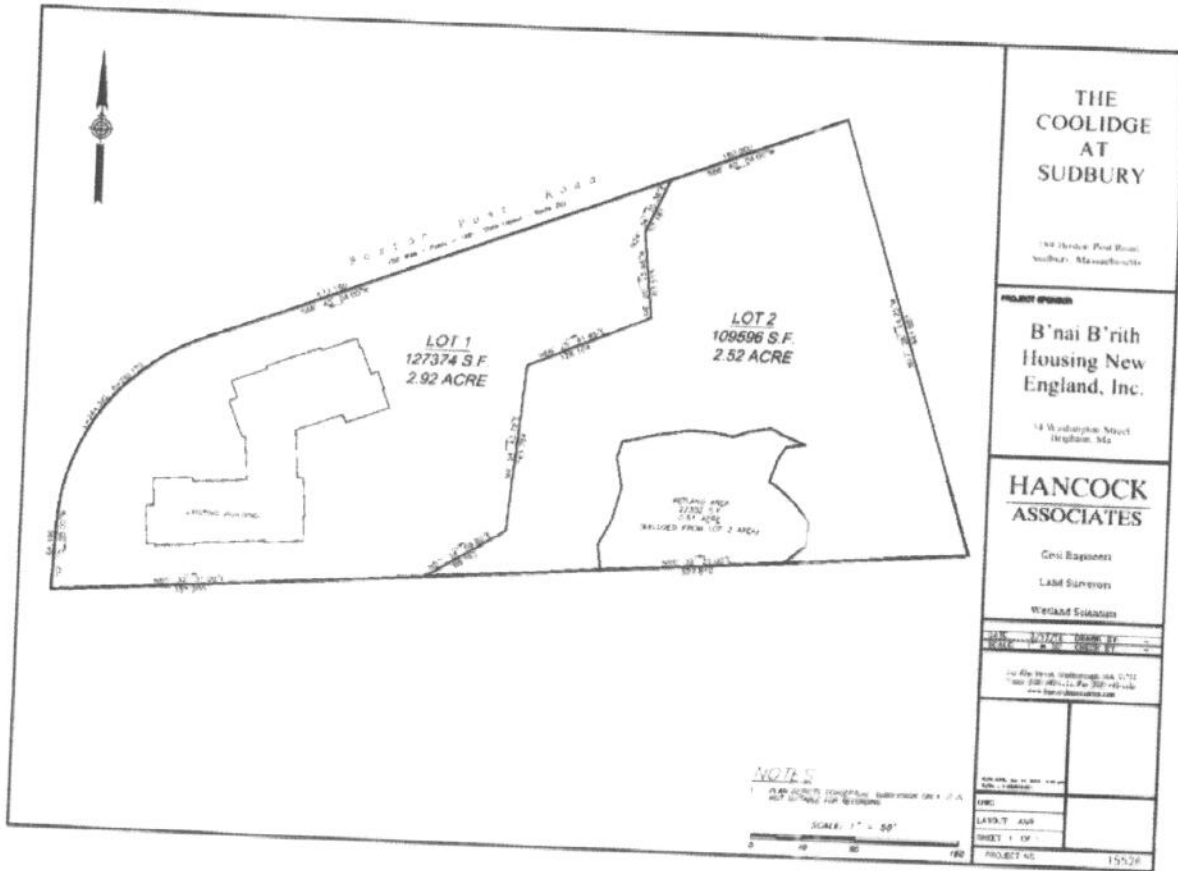
By: \_\_\_\_\_  
Name: Susan Gittelman  
Title: Executive Director

BUYER:

B'NAI B'RITH HOUSING NEW  
ENGLAND, INC.

By: \_\_\_\_\_  
Name: Susan Gittelman  
Title: Executive Director

**EXHIBIT A**  
Description of Real Estate



ITEM 7  
THE COOLIDGE AT SUDBURY PHASE 2

**LIST OF REQUESTED WAIVERS**



## THE COOLIDGE AT SUDBURY PHASE 2

### REQUESTED WAIVERS TO LOCAL BYLAWS AND REGULATIONS

The list below identifies the required waivers necessary from applicable local bylaws and regulations, based on the Preliminary Site Plans, in order to construct the project (the "Project") which is the subject of this application. This list is subject to modification based on the advancement of project design and permitting and shall be deemed to include all other waivers from local bylaws and regulations required to construct the Project in accordance with the final plans.

<b>I. TOWN BYLAWS</b>			
<b>Section</b>	<b>Subject</b>	<b>Requirement</b>	<b>Requested Waiver / Project Applicability</b>
<b>A. Article V</b>			
Section 30	Driveway Location	Under Article V, Section 30 and the associated Driveway Location Rules and Regulations, no new driveway or other new access to a way shall be constructed at the point of intersection with such way, unless a written permit is first obtained from the Town Engineer	Comprehensive Permit shall provide all local permits per MGL Ch. 40B. Driveway location to be approved by the Zoning Board of Appeal ("ZBA") as part of the Comprehensive Permit.
(A)	Removal of Earth	Removal Permit required from Earth Removal Board.	Comprehensive Permit shall provide all local permits per M.G.L. Chapter 40B. Allow earth removal as may be required by grading for the Project.

<b>B. Stormwater Management and Accompanying Regulation</b>			
All Sections	Stormwater Management	The Project will comply with the requirements of the Massachusetts Stormwater Standards (MSS) as designed. Applicant requests waiver from the requirements of the Town of Sudbury Stormwater Management bylaw and accompanying regulations and from the requirement of action by the Planning Board and associated filing fees.	Comprehensive Permit shall provide all local permits per M.G.L. Chapter 40B. Project shall comply with Wetlands Protection Act, MGL Ch. 131, Sec. 40 and applicable regulation at 310 CMR 10.00 et seq.
(F)	Stormwater Management	Under Article V(F), and the associated Stormwater Management Bylaw Regulations, Planning Board permit required for activity disturbing in excess of 40,000 sf	Comprehensive Permit shall provide all local permits per M.G.L. Chapter 40B. Project shall comply with Wetlands Protection Act, MGL Ch. 131, Sec. 40 and applicable regulation at 310 CMR 10.00 et seq.
6.0.J.a	Standard Permit Conditions; requires activity shall not increase the rate or volume of stormwater runoff leaving the site.	Request waiver from 6.0.J.a Project will meet MSS requirement for rate control.	Comprehensive Permit shall provide all local permits per M.G.L. Chapter 40B. Project shall comply with Wetlands Protection Act, MGL Ch. 131, Sec. 40 and applicable regulation at 310 CMR 10.00 et seq.
<b>C. Article IX - Zoning</b>			
2210, 2230, and Appendix A	Use	Multi-family housing is not listed.	Allow for multi-family use within the Single Residence A district.

2310	Accessory Use	Any use permitted as a principal use is also permitted as an accessory use. Property management staff offices not identified as allowed principal uses.	Allow accessory use for property management staff offices incidental to the Project, and other accessory uses incidental to the Project.
2600, and Appendix B	Setback Requirements	Minimum front, side and rear yard setbacks requirements are between 20 – 40 feet.	Allow setbacks as shown on the submitted plans.
2610, 2620 and Appendix B	Height	Maximum building height limited to 2.5 stories and 35 ft.	Allow building height and configuration as shown on the submitted plans, in which there are three living levels on top of basement level parking.
3110, 3111, and 3120	Parking Requirements	Number of Parking Spaces; parking required for dwellings is two spaces per dwelling unit.	Allow 1.0 spaces per dwelling unit considering the project is age restricted, as shown on the submitted plans.
3200	Signs	One Residential Identification Sign permitted which shall not exceed 2 sf.	Allow for increase in number and size of sign in excess of the limitation to serve this Project.
3300	Common Driveways	No driveway to serve more than two dwellings.	Allow driveway to serve all dwellings as shown on the submitted plans.
3410	General Performance Standards	Building Inspector may require technical evidence.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B.



3430	Performance Standard for Erosion Control	Grading or construction which will result in final slopes of 15% or greater on 50% or more of lot area, or on 30,000 square feet or more on a single lot, even if less than half the lot area, shall be allowed only under special permit from the Board of Selectmen.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B. Allow grading required for the Project, in which final slopes of 15% or greater which may exceed 30,000 sf on the lot. Allow for site activities associated with the Project.
3440	Excavations abutting Roads	No excavation lower than the grade of any road may be made within 50 feet, and angle of repose limited.	Allow excavation and grading in connection with improvements as required for the Project.
3500	Screening and Landscaping	Screening and landscaping requirements for, among other things, parking areas and planted areas.	Allow for screening and landscaping shown on the submitted plans for the Project.
6300	Site Plan Review	Site Plan Review	Comprehensive Permit shall provide all local permits per MGL Chapter 40B; site plan to be approved by the Zoning Board of Appeals as part of the Comprehensive Permit.
6500	Design Review Requirements	Design Review Board	Comprehensive Permit shall provide all local permits per MGL Chapter 40B; design to be approved by the Zoning Board of Appeals as part of the Comprehensive Permit.
<b>D. Article IXII &amp; Wetlands Administration Bylaw Regulation</b>			

All Sections	Wetlands Resource Area Protection	Article XXII of the Town Bylaws and the associated Wetlands Administration Bylaw Regulations grant the Conservation Commission the authority to impose conditions that exceed the requirements of the Wetlands Protection Act, MGL Ch. 131, 40 and applicable regulations at 310 CMR 10.00 et seq., or other applicable state law.	Comprehensive Permit shall provide all local permits per MGL Chapter 40B. Waiver sought from all requirements of this Article. The Project will comply with the provisions of the Wetlands Protection Act, MGL Ch. 131, 40 and applicable regulations at 310 CMR 10.0 et seq., as well as applicable MassDEP groundwater discharge requirements.
<b>E. Article XXVI – Public Access Way Permit</b>			
All Sections	Access Permit	Permit required for new access that generates substantial increase in or impacts on traffic on a public way.	Comprehensive Permit shall provide all local permits per MGL Chapter 40B; access permit to be provided by the Zoning Board of Appeals as part of the Comprehensive Permit.
<b>F. Article XXVII – In-Ground Irrigation Systems</b>			
All Sections	In-ground Irrigation System	Board of Health Approval for installation of private irrigation well. 100' setback required from well to sewage disposal system, existing well and wetlands.	Comprehensive Permit shall provide all local permits per MGL Chapter 40B; approval of irrigation system to be provided by the Zoning Board of Appeals as part of the Comprehensive Permit.
<b>G. Article XXVIII – Demolition of Historically Significant Buildings, Structures of Sites</b>			
All Sections	Demolition of Existing Structures	Demolition of, among other things, "structures or portions thereof constructed prior to January 1, 1940 town-wide or any building or portion hereof or structure of indeterminate age."	Comprehensive Permit shall provide all local permits per MGL Chapter 40B; including to demolish any existing structure(s) on the property constructed prior to 1940.



<b>II. BOARD OF HEALTH RULES AND REGULATIONS GOVERNING THE SUBSURFACE DISPOSAL OF SEWAGE</b>			
All Sections	Wastewater Treatment Facility	BOH Permit and local design standards, including leaching area, minimum multifamily design flow, construction in fill requirements, as well as sewage pump prohibition.	Comprehensive Permit shall provide all local permits per MGL Chapter 40B. Allow septic system as allowed by Massachusetts Department of Environmental Protection. (MaDEP). This system requires a leaching bed configuration.
Section IV.2	Ancillary Facilities; ancillary facilities within multi-family residences to be considered additional sources of sewage flow.		Allow use of standard Title 5 approach.
Section V	Construction in Fill; when construction in clean granular fill is required, both primary and expansion area must be prepared.		Allow only primary to be prepared, as allowed by Title 5.
Section VI	Pumps; sewage pumps of any type are prohibited.		Allow for lower level units to be pumped to leach field as allowed by Title 5.
<b>III. RULES AND REGULATIONS GOVERNING THE SUDDIVISION OF LAND</b>			
All Sections	Subdivision	MGL Ch. 41, Sections 81K-GG and Sudbury's Rules and Regulations Governing the Subdivision of Land impose regulations regarding the subdivision of land.	Subdivision approval process requirements inapplicable. Comprehensive Permit shall provide all local permits per MGL Chapter 40B, including as necessary to create the Property as shown on the plans submitted.
<b>IV. DRIVEWAY LOCATION APPROVAL RULES AND REGULATIONS</b>			

Appendix A Section 1	Width of Street Line Minimum 10 ft. – Maximum 20 ft.	Width of Street Line Minimum 10 ft. – Maximum 20 ft.	Request waiver to allow 24 ft. per Mass DOT requirements for access to state highway (Route 20).
Appendix A Section 2	Curb Radius	Curb Radius Minimum 5 ft. – Maximum 20 ft.	Request waiver to allow 30 ft. radius per Mass DOT requirements for access to state highway (Route 20).



ITEM 8  
THE COOLIDGE AT SUDBURY PHASE 2

**CERTIFIED LIST OF ABUTTERS**

abutters_id_field	abutters_owner1	abutters_owner2	abutters_address	abutters_address2	abutters_town	abutter_abutters_zip	abutters_bookpage	abutters_location
K10-5000	MASS BAY TRANSPORTATION		10 PARK PLAZA		BOSTON	MA 02116	13117-113	RAILWAY
K10-0005	CORTHELL CRAIG R & ANGUS ERIN		271 LANDHAM ROAD		SUDBURY	MA 01776	51371-461	271 LANDHAM RD
K10-0006	TRANTER EDWARD J & KRISTIE		277 LANDHAM RD		SUDBURY	MA 01776	47521-148	277 LANDHAM RD
K10-0008	PEARLMAN ALLAN ETAL TR	DELTA LAND TRUST	172 BISHOPS FOREST DR		WALTHAM	MA 02173	15292-175	209 BOSTON POST RD
K10-0013	JACOBSON ARNOLD & MAY		266 LANDHAM RD		SUDBURY	MA 01776	42556-0202	266 LANDHAM RD
K10-0014	NSTAR ELECTRIC COMPANY	PROPERTY TAX DEPARTMENT	P.O. BOX 567		NORWOOD	MA 02062	7734-426	183 BOSTON POST RD
K10-0015	UNITED STATES OF AMERICA		260 LANDHAM RD		SUDBURY	MA 01776	25403-57	256 LANDHAM RD
K10-0016	LACAVA LISA A		174 BOSTON POST RD		SUDBURY	MA 01776	27115-330	174 BOSTON POST RD
K10-0017	MOLONEY BRIAN T JR & MELIONES	MARINA C	186 BOSTON POST RD		SUDBURY	MA 01776	65780-296	186 BOSTON POST RD
K10-0018-0-01	FRISSORA CATHERINE TRS	CATHERINE FRISSORA TRUST	192 BOSTON POST RD UNIT 1		SUDBURY	MA 01776	61751-422	192 BOSTON POST RD UNIT 1
K10-0018-0-02	BERLAND CHRISTOPHER A		192 BOSTON POST RD UNIT 2		SUDBURY	MA 01776	61712-351	192 BOSTON POST RD UNIT 2
K10-0018-0-03	COELHO HENRIQUE B &	COELHO-VERNEQUE CARILLA	192 BOSTON POST RD UNIT 3		SUDBURY	MA 01776	61698-290	192 BOSTON POST RD UNIT 3
K10-0018-0-04	BOYER KEITH R & ALLAIN TARA		192 BOSTON POST RD UNIT 4		SUDBURY	MA 01776	61821-193	192 BOSTON POST RD UNIT 4
K10-0018-0-05	ROSENBERG DAVID E & LINDA A		192 BOSTON POST RD	UNIT 5	SUDBURY	MA 01776	61959-593	192 BOSTON POST RD UNIT 5
K10-0018-0-06	LISTER CAROLYN		192 BOSTON POST RD	UNIT 6	SUDBURY	MA 01776	61868-470	192 BOSTON POST RD UNIT 6
K10-0018-0-07	CRASNICK MICHAEL G & A SUSAN M	TRUSTEES M&S CRASNICK REALTY	192 BOSTON POST RD	UNIT 7	SUDBURY	MA 01776	62206-567	192 BOSTON POST RD UNIT 7
K10-0018-0-08	SIMMONS CHARLES P JR &	SIMMONS MAUREEN A TRUSTEES	192 BOSTON POST RD UNIT 8		SUDBURY	MA 01776	66516-498	192 BOSTON POST RD UNIT 8
K10-0018-0-09	SUTELA KEVIN J		192 BOSTON POST RD UNIT 9		SUDBURY	MA 01776	61168-58	192 BOSTON POST RD UNIT 9
K10-0018-0-10	LACURE EDWARD G		192 BOSTON POST RD UNIT 10		SUDBURY	MA 01776	61680-391	192 BOSTON POST RD UNIT 10
K10-0018-0-11	STOCKLEY CLIFFORD O & MARGARET		192 BOSTON POST RD UNIT 11		SUDBURY	MA 01776	63687-255	192 BOSTON POST RD UNIT 11
K10-0018-0-12	MATHEW BUJOY MATHEW &	MATHEW PATEL SONALI ROHIT	192 BOSTON POST RD	UNIT 12	SUDBURY	MA 01776	62349-35	192 BOSTON POST RD UNIT 12
K10-0018-0-13	SAMARAWWEERA SUKHENDA P &	SAMARAWWEERA LISA SMITS	192 BOSTON POST RD	UNIT 13	SUDBURY	MA 01776	62386-152	192 BOSTON POST RD UNIT 13
K10-0018-0-14	WYMAN KATHLEEN		192 BOSTON POST RD	UNIT 14	SUDBURY	MA 01776	62532-138	192 BOSTON POST RD UNIT 14
K10-0018-0-15	BLAKE JOHN F & JAYNE E		192 BOSTON POST RD	UNIT 15	SUDBURY	MA 01776	65645-360	192 BOSTON POST RD UNIT 15
K10-0018-0-16	HALPIN ROBERT J & ELIZABETH S		192 BOSTON POST RD	UNIT 16	SUDBURY	MA 01776	62904-369	192 BOSTON POST RD UNIT 16
K10-0018-0-17	MCLELLAN JOHN		192 BOSTON POST RD	UNIT 17	SUDBURY	MA 01776	62869-11	192 BOSTON POST RD UNIT 17
K10-0018-0-18	HALL LESLIE T & HARDING	SUZANNE J	192 BOSTON POST RD	UNIT 18	SUDBURY	MA 01776	63114-255	192 BOSTON POST RD UNIT 18
K10-0018-0-19	TIAN LAI-SENG & TANG QUYEN		192 BOSTON POST RD	UNIT 19	SUDBURY	MA 01776	62971-363	192 BOSTON POST RD UNIT 19
K10-0018-0-20	ILANGOVAN BHARATHAN		192 BOSTON POST RD	UNIT 20	SUDBURY	MA 01776	63230-183	192 BOSTON POST RD UNIT 20
K10-0018-0-21	LANDHAM CROSSING LLC		30 TURNPIKE ROAD SUITE 21		SUDBURY	MA 01776	63827-543	192 BOSTON POST RD UNIT 21
K10-0018-0-22	MALONEY LAWRENCE M & SHARON S		192 BOSTON POST RD	UNIT 23	SUDBURY	MA 01776	61053-378	192 BOSTON POST RD UNIT 23
K10-0018-0-23	ZAKI EMAD & NERMIN S		192 BOSTON POST RD	UNIT 24	SUDBURY	MA 01776	64102-317	192 BOSTON POST RD UNIT 24
K10-0018-0-24	LANDHAM CROSSING LLC		30 TURNPIKE ROAD SUITE 8		SOUTHBOROUGH	MA 01772	61053-378	192 BOSTON POST RD UNIT 25
K10-0018-0-25	TANSEY MARK J & ERIN ELLEN	HILDA	192 BOSTON POST RD	UNIT 26	SUDBURY	MA 01776	63382-202	192 BOSTON POST RD UNIT 26
K10-0018-0-26	IOANILLI STEVEN & SANTAMARIA		192 BOSTON POST RD	UNIT 27	SUDBURY	MA 01776	64052-36	192 BOSTON POST RD UNIT 27
K10-0018-0-27	ST JAMES EDEN		192 BOSTON POST RD	UNIT 28	SUDBURY	MA 01776	63346-32	192 BOSTON POST RD UNIT 28
K10-0018-0-28	HUBNER DAVID P & MICHAEL K		192 BOSTON POST RD	UNIT 29	SUDBURY	MA 01776	62684-244	192 BOSTON POST RD UNIT 29
K10-0018-0-29	SERRET NADIA		192 BOSTON POST RD	UNIT 30	SUDBURY	MA 01776	63052-148	192 BOSTON POST RD UNIT 30
K10-0018-0-30	SAXE JEFFREY D & XIA W		192 BOSTON POST RD	UNIT 31	SUDBURY	MA 01776	62750-323	192 BOSTON POST RD UNIT 31
K10-0018-0-31	DELANEY PATRICK J III	NEAVLES ROSEMARY	206 BOSTON POST ROAD		SUDBURY	MA 01776	14698-353	206 BOSTON POST RD
K10-0020	BENDORIS K EILEEN TRS	BOSTON POST REALTY TRUST	214 BOSTON POST RD		SUDBURY	MA 01776	181833	214 BOSTON POST RD
K10-0024	OLSEN FAMILY	PARTNERSHIP IV LTD	P.O. BOX 2050		FL	34460	63218-576	GREEN HILL RD
K10-0101	BLAIR CHADWICK & LAUREN		272 LANDHAM RD		SUDBURY	MA 01776	52454-486	272 LANDHAM RD
K10-0403	HOAGLAND LAWRENCE & RACHEL		33 GOODMAN HILL RD		SUDBURY	MA 01776	53984-578	33 GOODMAN HILL RD

K10-0404	TOWN OF SUDBURY	TREASURERS OFFICE	278 OLD SUDBURY ROAD	SUDBURY	MA	01776	18839-313	BOSTON POST RD
K11-0402	INSTAR ELECTRIC COMPANY	PROPERTY TAX DEPT.	P.O. BOX 567	NORWOOD	MA	02062	7734-426	163 BOSTON POST RD
K11-5000	MASS BAY TRANSPORTATION		10 PARK PLAZA	BOSTON	MA	02116	11317-113	RAILWAY

  
  
 6/23/2010  
 Of the City

Disclaimer About Help

Map of Boston, Massachusetts, showing property lots and streets. The map includes several streets: Boston Post Rd, Mans Hill Rd, Green Hill, and Landham Rd. Numerous property lots are labeled with numbers, including #119, #121, #141, #183, #163, #7, #33, #174, #186, #192, #189, #272, #266, #260, #277, #271, #267, #261, #259, #209, #214, #222, #8, #4, #5, #18, #225, #227, #215A.1, #215B.2, #215B.1, #215C.1, #215C.2, #271, #267, #261, #259, #209, #214, #222, #8, #4, #5, #18, #225, #227, #215A.1, #215B.2, #215B.1, #215C.1, #215C.2.

ITEM 9  
THE COOLIDGE AT SUDBURY PHASE 2

**FILING FEE**

**B'NAI B'RITH HOUSING  
NEW ENGLAND - DEVELOPMENT**

34 WASHINGTON STREET  
BRIGHTON, MA 02135

CITIZENS BANK  
MASSACHUSETTS

5-70172110

6/21/2016

1772

PAY TO THE  
ORDER OF Town of Sudbury

Seven Thousand Six Hundred and 00/100\*\*\*\*\*

\$ \*\*7,600.00

DOLLARS

Town of Sudbury  
Flynn Building  
278 Old Sudbury Road  
Sudbury MA 01776

MEMO  
Comp Permit Fee Coolidge Ph 2



*[Handwritten Signature]*

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

**B'NAI B'RITH HOUSING NEW ENGLAND - DEVELOPMENT**

Town of Sudbury

Date 6/21/2016  
Type Bill  
Reference SUDBURY II

Original Amt.  
7,600.00

Balance Due  
7,600.00

6/21/2016  
Discount  
Check Amount

Payment  
7,600.00  
7,600.00

1772

Cash in bank- Develo Comp Permit Fee Coolidge Ph 2

7,600.00