

South Sandwich Village – Mixed Use Sports Complex

STEP ONE: NOTICE OF INTENT TWO-PARTY AGREEMENT

1/16/2015
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Joint Development Partnership;

**Falmouth Properties
Duquette Sports Academy
Boston Global Investors, Inc.**



NRG Energy

SOUTH SANDWICH VILLAGE – MIXED USE SPORTS COMPLEX

STEP ONE: NOTICE OF INTENT TWO-PARTY AGREEMENT

January 16, 2015

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Sandwich Sports Complex
 December 22, 2014

T43 (2)

TOWN OF SANDWICH, MASSACHUSETTS

**REQUEST FOR PROPOSALS
FOR THE
SALE OF COMMERCIAL LAND**

**DATE ISSUED: APRIL 23, 2014
DUE DATE: JUNE 16, 2014**

✓	All of the following required RFP items must be included in your proposal in order to be considered “responsive.”
	Narrative Description & Overview
	Proposed Site Layout
	Development Impact Analysis
	Financial Benefit Analysis
	Description of Permitting Strategy
	Description of Proposed Project Team
	Project Schedule
	Documentation of Project Financing Including Financial Statements
	A Certificate of Non-Collusion
	A Tax Compliance Certificate
	A Disclosure Statement for the Disposition of Real Property as required by G.L. c. 7, §40J
	For a Corporate Offeror, a Certificate of Corporate Vote
	The Price Proposal Form
	A Proposal Deposit of \$25,000

INTRODUCTION AND STATEMENT OF PUBLIC PURPOSE

The Town of Sandwich, Massachusetts (the "Town"), acting through its Board of Selectmen and in cooperation with the Sandwich Economic Initiative Corporation (the "SEIC"), is issuing this Request for Proposals (RFP) for the sale and development of a parcel of Town-owned real property, consisting of approximately 56.21 acres +/- of commercially zoned land, located on Quaker Meetinghouse Road, near the intersection with Cotuit Road in Sandwich, MA (hereafter referred to as the "Property"). See Attachment 1 for the "RFP Plan of Land." This conveyance is subject to G. L. c. 30B, §16, G.L. c. 40, §3 and the Town Meeting votes of November 18, 2002 (Article 6), May 3, 2004 (Article 31), and May 7, 2012 (Article 18). The Town reserves the right to waive minor informalities, reject any and all proposals, award the sale to a developer who does not offer the highest purchase price, or to cancel this procurement at any time if the Board of Selectmen, acting in its sole discretion, determine it is in the best interests of the Town to do so.

The Town is seeking an experienced developer with a proposal based on a strong market study and financing in place to complete the proposed project.

The Town has previously issued RFPs for this property where responses were either deemed not to be in the best interest of the Town, or were withdrawn by the proposers. Since that point, the Town has further revised zoning and engaged in a detailed pre-permitting effort with the Cape Cod Commission to refine the Town's vision in this strategic growth area of the community and to facilitate the permitting of commercial development in this area.

The Town previously completed a market analysis of the SSVC conducted by the University of Massachusetts Dartmouth Center for Policy Analysis, acting as a consultant for the Town. The report and suggestions, entitled "Pathways to the Future: Market Analysis for the South Sandwich Village Center", is included in Attachment 2. More recently, the Cape Cod Commission hired TischlerBise to produce regional economic development market analysis that included the Town's SSVC land as a focus area. A website link to download the final report is included as Attachment 3.

COMMUNITY PROFILE AND DEMOGRAPHICS

The Town of Sandwich, established in 1637, is the oldest town on Cape Cod. It is a seaside community of about 21,000 residents located in the northwest corner of Cape Cod in Barnstable County. Sandwich is a mostly residential community, near build-out status, with land available for commercial development. Highway access to the Town is provided by the Mid-Cape Highway (US Route 6), and State Routes 6A and 130. Sandwich has a population profile that is somewhat different from the rest of Cape Cod, with a mostly year-round population with a low median age compared to the rest of Cape Cod. The unique historic community character and proximity to major commuter routes to Boston and Providence have attracted a large number of new families seeking permanent, not seasonal, residence in the community. Sandwich has an outstanding public school system, beautiful residential neighborhoods, miles of beaches, several fresh water ponds and a highly educated and trained workforce. The Town is now connected to the "OpenCape" high speed fiber optic broadband network, and the commercial tax rate is lower than most of the outer suburbs of Boston on Route 3, Route 24 and Route 495. See Attachment 5 for a selection of data and community information that may be of interest to potential developers.

Sandwich also has both an active Economic Initiative Corporation and a Chamber of Commerce that will proactively work with the successful Proposer(s), if desired.

PROPERTY DESCRIPTION

The offered Property consists of approximately 56+/- acres consisting largely of oak-pine forest with one cleared, but overgrown field near the center of the Property. The site is currently accessed by a gravel driveway off Quaker Meetinghouse Road. This driveway is approximately 600 feet west of the intersection with Cotuit Road. The location(s) of any proposed new driveways or access roads should follow proper access management practices, although there is a preference to consolidate curbcuts in this area and make internal connections to adjacent properties. The Property currently includes recreational facilities consisting of a Pop Warner Football Facility, including a football field (240' by 470'), practice field (150' by 360'), bleachers (20' by 95' and 20' by 25'), concession stand (10' by 50'), and associated parking area (80' by 300' (all dimensions are approximate). The area encompassing these recreational facilities is identified as "Parcel B" indicated on the above-referenced Plan (see Attachment 1). The Town of Sandwich will retain title to this "Parcel B" area if the successful developer does not construct similar or better recreational facilities on other Town-owned land to be identified by the Board of Selectmen. There will be no land acquisition costs for the developer for the Town-owned recreational land if the successful developer constructs a new recreational facility. If the Town retains Parcel B, the successful developer will be responsible, at its sole cost, for obtaining approvals necessary to subdivide the Property so as to establish Parcel B as a separate lot.

No state or federal wetland resource areas or potential vernal pools have been identified on the site, and none are expected to be found. Final determination of whether any such resource areas are present will be the responsibility of the successful developer who will be responsible for all due diligence and permitting required prior to development. The site soils consist of Mashpee Pitted-Plain Deposits consisting mostly of gravelly sand with lesser amounts of pebble to cobble gravel and sparse boulders. According to the Soil Conservation Service, the spoils are deep, well drained Enfield silt loam.

The Property is located within a Water Resource Protection Overlay District, as defined by Article V of the Sandwich Zoning By-laws, and is near the highest point of the subsurface groundwater mound known as the Sagamore Lens. This Lens, along with several others, is designated as the Cape Cod Sole Source Aquifer by the federal government. An area designated as a sole source aquifer, in this case groundwater recharge by precipitation, means it is the sole source of drinking water. Another important characteristic of the groundwater in the area of the Property is the direction in which it flows out to the surrounding coastal waters. The groundwater under the Property offered in this RFP flows out to the Sandwich Harbor, Three Bays and Popponesset Bay embayments.

The Property has access to public water through the Sandwich Water District. Electrical service is available through NSTAR. Natural gas is available through National Grid. High speed broadband fiber optic access is available through OpenCape (CapeNet). The area is located off three major arterial roads, Cotuit Road, Route 130, and Quaker Meetinghouse Road, just minutes off exit 2 from the Mid-Cape Highway (Route 6). A roadway map of the Town is included as Attachment 16, with a red star highlighting the Town property subject to this RFP.

RESTRICTIONS ON FUTURE USE

Pursuant to G.L. c. 30B, §16(a), the Determination of Availability for Sale voted by the Board of Selectmen on March 13, 2014 imposes the following restrictions on the future use of the Property:

1. The Town will retain title to the portion of the property identified as Parcel B, on the plan of land entitled "Plan to Accompany R.F.P. in Sandwich, Massachusetts, Quaker Meetinghouse Road", dated June 14, 2004 and revised June 23, 2005, which is attached to this RFP as Attachment 1, for continued use as a Pop Warner Football Facility, including the playing field, bleachers, concession stand and associated parking, unless the successful bidder constructs, at the successful bidder's sole expense, field(s) and facilities of the same or better quality on Town-owned land to be identified by the Board of Selectmen, which will most likely be located within a portion of Town-owned land at Sandwich Hollows Golf Club that is currently restricted under state law for active recreational purposes. Said new field(s) and facilities must be operational before Pop Warner abandons the current use occurring on Parcel B. If this condition is not met, the total acreage being sold by the Town through this RFP will be reduced by 7.31 acres to a total of up to 48.90 acres +/-.
2. Parcel A on the above-referenced Plan, adjacent to Quaker Meetinghouse Road, is a parcel that the Town of Sandwich acquired from the Massachusetts Division of Fisheries and Wildlife to be used for access purposes only. This Parcel A is not included in the property to be conveyed pursuant to this RFP and may only be used for access purposes, including a road and utility easement with appurtenant structures.
3. The Town prefers offers to purchase the entire 56-acre +/- parcel identified in the description of the offering and offers to purchase up to the 48.9+/- acres which do not include Parcel B. Joint ventures will be considered and parties are encouraged to facilitate cooperation amongst potential bidders not interested in the entire parcel. The Town will consider offers to purchase less than the entire 56-acre +/- parcel, however, it will be deemed to be less preferable than offers to purchase the entire 56-acre +/- parcel. The Town also reserves the right to award more than one proposal for separate proposals which combined total not more than 56 acres.
4. The successful developer will be required to address all applicable approvals and permits, including federal, state, local and Cape Cod Commission approvals. At the regional (i.e., Cape Cod Commission) level, this could include – but not be limited to – a traditional Development of Regional Impact (DRI), and/or a two-way or three-way Development Agreement, and/or participation in a Growth Incentive Zone (GIZ).
5. While the Town of Sandwich anticipates that appropriate zoning for potential development is currently in place, projects that involve a zoning change will be considered if the project has a clear and demonstrable benefit to the Town.

The Property is currently zoned for commercial use as a Business-2 (B-2) zone. Existing development in this zoning district consists exclusively of small-scale commercial uses. The Town is seeking proposals that will provide the greatest

benefit to the Town. The Town does not want to categorically rule out any development proposal that might result in greater benefits to the Town, but the Town will consider proposals that are consistent with the concept plans, issues and opportunities identified for the SSVC in the Local Comprehensive Plan when evaluating the current highest and best use. See Attachment 4 for a website link to download the complete Local Comprehensive Plan. Therefore, if there is the possibility of a more advantageous development of the Property under a limited change in the current zoning by-laws, the Town will consider a development that is conditioned on such a limited zoning change, provided that the proposed change is compatible with the character and existing uses in the area. See Attachment 10 for a website link to download the current Sandwich Protective Zoning Bylaw, for recently amended zoning in this B-2 district that offers multiple by right business uses as well as expanded large scale commercial, recreational or hospitality uses by special permit. The Board of Selectmen reserve the right to determine, in its sole discretion, the value of the benefits to be derived from a proposed development conditioned on a change in zoning, in light of other proposals received and the likelihood of success in obtaining Town Meeting approval of the proposed zoning change.

EXISTING LAND USE PATTERNS

Existing surrounding land use patterns include medium density commercial uses; medium density residential uses; permanently protected open space owned and managed by the Massachusetts Division of Fisheries and Wildlife; and the Town-owned open space parcel known as Oak Crest Cove on Peters Pond which includes a public beach area, a public recreation building operated by the Sandwich Recreation Department, and seven seasonal cottages operated by a private contractor on behalf of the Town under a management agreement.

FUTURE PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Town is currently in the planning stages to potentially develop a new joint public safety building complex. One of the properties being considered is located to the southeast of the Property, across the street at the intersection of Quaker Meetinghouse and Cotuit Roads. The Town expects that the successful developer will relocate any proposed access driveway to properly align the roadway design into an acceptable alignment as per Town Engineering Department and Cape Cod Commission standards (see Attachment 6 for website link to download standards).

OpenCape broadband fiber optic cables will connect the Property to the OpenCape broadband network in the near future (see Attachment 7).

The Cape Cod Regional Transit Authority operates a fixed-route bus service through this area on a trial basis (see Attachment 8). Successful future development will increase the likelihood of continued or increased public transportation in this area.

The Town is currently working on completing a Comprehensive Water Resources Management Plan. As part of that effort, the Town's engineering consultant completed a "Draft Interim Wastewater Solutions" report to facilitate the development of wastewater solutions in the SSVC. The information in this report will be of substantial benefit to potential developers

and is included as Attachment 9. The Town anticipates that the Cape Cod Commission will also provide substantial wastewater technical assistance to the successful bidder within the development agreement process. The Town encourages interested offerors to consider collaboration with other property owners and entities in meeting expected needs on a regional basis. A neighboring property owner is seeking permits from the Massachusetts Department of Environmental Protection (MassDEP) to construct a new wastewater treatment facility approximately one mile to the north of the SSVC. This facility is being designed to service their proposed development within the SSVC as well as several other projects located nearby the SSVC.

The Town of Sandwich expects the successful proposer to fully fund all needed infrastructure for its proposed project. Proposals that are contingent on the Town funding or constructing or maintaining portions of infrastructure for the proposed development will be deemed less advantageous. However, the Town of Sandwich will support or partner with a successful respondent in pursuing or utilizing supplemental infrastructure improvement funding mechanisms and products available by the Commonwealth of Massachusetts and United States Federal Government or any other public or quasi-public agencies. The Town has already adopted detailed sewer regulations to provide a formal framework for the design and construction of sewage infrastructure in Town. A website link to the full regulation is included as Attachment 15.

The Commonwealth's Department of Environmental Protection (DEP) has indicated that wastewater can be treated and discharged within a "Zone II" but is subject to stricter criteria associated with Total Organic Carbon discharge. The DEP has approval authority for calculated flows over 10,000 gallons per day. Please note that the stricter the requirements of treatment, the costlier the treatment method. The Town of Sandwich, by vote at the May 7, 2012 Annual Town Meeting, authorized the utilization of the following parcels for the proposed of future wastewater treatment and disposal:

1. Assessor's Map 28, Lot 57, located off Kiah's Way, containing approximately 6.04 acres; and
2. Assessor's Map 28, Lot 58, located off Kiah's Way, containing approximately 6.13 acres; and
3. Assessor's Map 28, Lot 101, located off Quaker Meetinghouse Road, containing approximately 5.04 acres; and
4. Assessor's Map 28, Lot 102, located off Quaker Meetinghouse Road, containing approximately 17.51 acres; and
5. Assessor's Map 28, Lot 121, located off Quaker Meetinghouse Road, containing approximately 9.15 acres;

The parcels, which may be used to provide for the treatment and disposal of wastewater outside the public drinking water supply "Zone II," are the Town's contribution to partnering with private developers in the offsite treatment and disposal of wastewater. A map identifying these parcels is also included as Attachment 14.

ZONING AND OTHER LAND USE REGULATIONS

The entire 56+/- acres of the Property are zoned for commercial uses as a Business-2 (B-2) District. The purpose of the B-2 District is to provide for all scales of business development for local, regional or transient service at the same time protecting the character of scenic and historic environs, preserving or enhancing landscaping, minimizing visibility of parked autos and avoiding creation of hazards or congestion. The uses allowed within this District are a mix of commercial uses by right or by special permit (See Attachment 10 for a website link to download the Sandwich Protective Zoning By-laws). The zone also allows for higher density build-out not available in the rest of the community and provides relief from certain parking, lot coverage, height, side yard, and setback requirements. In addition, since the Property is located in a Water Resource Protection Overlay District, the uses shown in Section 2300, Use Regulation Schedule that are labeled "SA" are not allowed in the Overlay District (See Article V, Water Protection Districts of the Sandwich Protective Zoning By-laws for restrictions provided therein). Furthermore, the area in which the Property is located is considered a nitrogen sensitive area, thus subject to the State Title V design requirements. Again, much of the recently updated zoning has been approved to allow for improved mixed use, commercial and residential development, with emphasis on the creation of a new 'village center' in the SSVIC in line with the Local Comprehensive Plan, Regional Land Use Vision Map and Regional Policy Plan, as well as State sponsored development guidelines. New development in this area comes with the opportunity for utilizing expedited permitting or pre-permitting with the Town and the Cape Cod Commission.

REGULATORY REQUIREMENTS

The following is a brief outline of the major permitting and regulatory approvals applicable to the proposed development. The determination of the actual permits and approvals that will be required for a particular proposal shall be the responsibility of the successful developer.

Cape Cod Commission Approval

Any future development of this property is subject to the jurisdiction of the Cape Cod Commission as a "Development of Regional Impact" ("DRI") or other Cape Cod Commission permitting mechanisms, such as two-party or three-party Development Agreements and/or and Growth Incentive Zone (GIZ). While Cape Cod Commission approval will likely be required for any proposal submitted in response to this RFP, the Town is not restricting itself or the proposer to any specific regulatory path. The developer will be required to undertake and bear the cost of the required review and approval process. See the Cape Cod Commission website for further information (<http://www.capecodcommission.org>).

Local and State Approvals

Once the Cape Cod Commission has approved the project, the developer will be required to apply for subdivision approval by the Sandwich Planning Board. Use permits, special permits required under existing zoning, will require an application before the Sandwich Board of Appeals as the special permit granting authority. A Performance Standard Certificate of Compliance per the Sandwich Protective Zoning By-Laws, Section 5000, will also be required in light of the Property's location within the Water Resource Protection Overlay District. Provisions for wastewater disposal will require approval of the Sandwich Board of Health and the Massachusetts Department of Environmental Protection (MassDEP). A neighboring commercial property owner is currently seeking approvals from the MassDEP to construct a

wastewater treatment plant that will service their proposed re-development within the SSSVC with a significant amount of planning, design and engineering work completed by their consultant, the Horsley Witten Group located in Sandwich, MA.

PROPOSAL CONTENTS

The proposal shall include all of the following information:

I. Narrative Description and Overview of Proposed Development

The offeror shall submit a detailed description of the proposed project; its specific components and uses; any proposed joint ventures between the offeror and another developer; and the benefits the Town of Sandwich will receive directly and indirectly, and when they will be realized. The narrative shall clearly state whether the proposed project includes developing the Pop Warner Parcel B consisting of approximately 7.31 +/- acres or not. An overview of the proposed development shall include elements of the project including uses, anchor tenant(s), square footage of proposed uses, number of residential units, number of bedrooms, number of parking spaces, building height, and other basic data. The overview shall also include an estimate of the overall time frame from design to construction to occupancy, how the project may be phased, and provide marketing analysis in support of the proposed project.

II. Proposed Site Layout and Architectural Sketches

An important characteristic of the economic climate in Sandwich is community character. Influenced by Sandwich Village, the entire town has retained a rural character with historic references throughout. Support of our community character through site layout, architecture, streetscape and landscape will be an important attribute of a successful proposal and deemed highly advantageous. The offeror shall submit a concept plan of the proposed development, rough roadway layouts showing interconnections with existing commercial uses, generous and well landscaped common areas, pedestrian amenities, traffic calming measures, project layout and overall development scheme including a depiction of open space, developed areas and stormwater management areas. Draft architectural renderings showing typical building style, elevations showing a typical streetscape cross-section, and a landscape concept plan shall also be submitted. Designs keeping the architectural integrity of the Cape Cod style shall be deemed advantageous. All renderings should be of sufficient detail to see the design intent. These plans shall be submitted on un-mounted 2'x 3' sheets at a minimum of 200' scale to allow the Town to fully evaluate the project and to compare competing proposals.

Proposals must clearly indicate whether it includes purchasing and developing any portion of the 7.31 +/- acre Pop Warner football field area identified as Lot Parcel B on Attachment 1.

If the proposed total number of acres to be purchased are less than the total 56.21 +/- acres subject to this RFP, your technical/non-price proposal must include a sketch that shows the proposed lot area to be purchased.

III. Development Impact Analysis

The offeror shall provide a brief assessment of the negative and/or positive impacts that the proposal will have on the Town of Sandwich, and descriptions of potential mitigation measures that will alleviate the negative impacts to the Town. This impact analysis shall include at a minimum:

- A. Water Resources
 - 1. Water withdrawals
 - 2. Wastewater management
 - 3. Stormwater management using best management practices
- B. Natural Resources
 - 1. Needs and mitigation analysis
 - 2. Percentage of open space and amenities
- C. Traffic Impact Analysis
 - 1. Estimate traffic generation and the extent of impacts on local roads, including but not limited to: Route 130, Cotuit Road, Quaker Meetinghouse Road and Interchanges 2 and 3 of Route 6
 - 2. Address possible mitigation strategies to alleviate project impacts to the local transportation network
 - 3. Any type of roadway, sidewalk or trail created within the Property shall incorporate access management strategies; interconnections with existing commercial uses; generous and well landscaped pedestrian amenities; and traffic calming measures including but not limited to roundabouts, on street parking, roadway geometry changes and service and parking alleys
 - 4. While the Town is not in the position to provide easement rights over adjacent private property for a secondary access roadway connecting the parcel to Cotuit Road, developers are encouraged to seek private arrangements to provide such secondary access
- D. Municipal Infrastructure Analysis
 - 1. Infrastructure assets and liabilities
 - a. Public safety
 - b. Roadway network (including drainage)
 - c. School system
 - d. Wastewater

IV. Financial Benefits Analysis

The offeror shall demonstrate how the proposed development of the Property will enhance Town revenue, and what other economic benefits will result from the development. The following information will be included in this analysis: anticipated additional tax revenue at project build-out, job creation, and other community benefits to be provided by the developer, with details on how this analysis was calculated.

V. Purchase Price

The offeror shall set out the purchase price in detail, including the timing and terms of

payment. The offeror shall clearly identify prices for the "Base Bid" and/or the "Alternate Bid." See Attachment 11 for the Price Proposal Form.

VI. Permitting Strategy

The offeror shall demonstrate the strategy through which the necessary land use permits to divide and develop the Property will be successfully obtained. Each offeror shall include a project timeline from conveyance to project build out, particularly identifying the anticipated start date for the project approval process. The permitting strategy shall be presented in table form accompanied by a narrative. The permitting strategy shall include, at a minimum, the following items.

- A. Cape Cod Commission approval process;
- B. Definitive Subdivision approval from the Sandwich Planning Board, if needed;
- C. Special Permit approval for applicable intended uses from the Board of Appeals;
- D. Wastewater management facility approval from the Massachusetts Department of Environmental Protection and the Sandwich Board of Health:
 - As noted above, the Town of Sandwich has completed an Interim Wastewater Solutions Study, included as Attachment 9, and will assist in the planning for this vital infrastructure improvement;

Also noted above, the Town encourages interested offerors to consider collaboration with other property owners and entities in meeting expected needs on a regional basis

- E. Performance Standard Certificate of Compliance from the Sandwich Water Quality Review Committee; and
- F. Necessary local permits (for example building permits, wastewater permits, etc.).

Note: Any additional approvals or permits identified by the offeror shall also be included in the table and narrative.

VII. Proposed Project Team

The following project specific information shall be included with each proposal to describe the project team; if the offeror is a partnership or joint venture, identify which partner or joint venture each individual of the project team is employed by:

- A. A detailed description of the project team;
- B. The name and resume of the offeror's main contact person who will be responsible for acting as the liaison between the Town and the developer's project team. The resume shall identify all prior projects of a similar kind for which this individual has performed a similar function, including the name, location and brief description of each project, and the name, address and phone

number of an official of the local government body who worked directly with the contact person in the development of the project;

- C. The name and resume of all project team members; identify the role each team member will play, for example architect, overall project manager, construction manager, etc. Each resume shall identify all prior projects of a similar kind for which the individual has performed a similar function, including the name, location and brief description of each project;
- D. A clear description of the proposing business entity's structure, including an organizational chart; this should include a description of each of the project member's roles and responsibilities and recommended applicable Town of Sandwich staff contact, by Department; and
- E. Detailed information describing similar projects completed by each member of the project team, identifying the project name, location, project contact name and phone number for reference purposes, and the role each member played in each development.

VIII. Project Schedule

Each offeror shall provide a timeline for the project development, including permitting, design, construction phasing, completion schedule and expected full build-out of the project. This timeline must include a series of verifiable milestones and specific, appropriately scheduled, non-refundable payments toward the purchase price. It is encouraged that these milestones and payments coincide with, and are scaled to, project permitting, phasing and completion in order to ensure minimized risk exposure to both the Offeror and the Town of Sandwich.

IX. Financing

The offeror shall provide evidence of financial strength sufficient to complete the project including a detailed description of the source of its project financing and any financing contingencies associated with the proposal. Evidence shall include a financial statement or letter from the prospective lender indicating the developer's ability to fund if external financing is required. The proposal must include a detailed financial pro forma. Newly formed entities shall submit separate financial statements for years prior to the establishment of the newly formed entity.

- A. Annual financial statements for the past three fiscal years consisting of a Balance Sheet and Income Statement prepared by an independent certified public accountant according to generally accepted accounting principals are required. Audited annual financial statements are strongly preferred. Please include the name and address of the accountant who performed the audit.
- B. A statement as to whether the offeror, any affiliated companies, principals, officers, partners or investor holding in excess of a 50% interest in the entity has filed for bankruptcy or been adjudged bankrupt, either voluntarily or involuntarily, within the past five years and if there has been any such bankruptcy, the date thereof and the name and address of the company or individual involved therein.

- C. A detailed description of the source of project financing and any financial contingencies associated with the project.
- D. A description of the entity financing the project, and demonstration of its capacity to finance the project. A letter of interest from the financing party shall be included in the proposal. Letters of interest from prospective lenders or financing parties with substantial detail and specificity will be deemed more advantageous than letters of interest with less detail.
- E. A detailed development budget, including all hard and soft costs and pro-forma financial projections.

PRE-PROPOSAL MEETING AND SITE VISIT

There is no formal pre-proposal meeting or site visit. Interested parties may schedule a date and time for a site-visit by calling Town Planner Nate Jones at (508) 833-8001. Parties interested in going on the Property for any purpose in connection with the development of a proposal to be submitted in response to this RFP shall inform the Town Manager's office at, 508-888-5144, at least 48 hours in advance.

Potential offerors are advised that any and all questions concerning the interpretation or meaning of any provision of this RFP must be submitted in writing no later than Monday May 19, 2014, addressed to the Office of Planning and Development , 16 Jan Sebastian Drive, Sandwich, MA 02563 or sent to njones@townofsandwich.net. No verbal response to any questions posed by a potential offeror shall be binding on the Town. Responses to all questions raised in writing to the Office of Planning and Development shall be issued as an addendum to this RFP and forwarded to all offerors who have requested a copy of the RFP at the address they provided for this purpose.

SUBMISSION REQUIREMENTS

Sealed proposals in response to this RFP will be accepted in the office of the Town Manager, Sandwich Town Hall, 130 Main Street, Sandwich, MA 02563 until Monday June 16, 2014 at 12:00 p.m. (noon). All proposals shall be clearly marked on the face of the sealed envelope with the title, "Proposal for the Sale of Town Commercial Property on Quaker Meetinghouse Road", and with the offeror's name and address also clearly visible on the face of the envelope. Proposals received after the deadline will be rejected and returned to the offeror unopened. Persons submitting a proposal by mail or other delivery service bear the full responsibility for delivery to the designated office prior to the submission deadline. Proposals submitted prior to the deadline may be corrected, modified or withdrawn by written notice received in the Office of the Town Manager prior to the submission deadline stated above. Any such correction, modification or withdrawal shall be submitted in a sealed envelope, marked as stated above for the original submission, and shall indicate on the face of the envelope whether it is a correction, modification or withdrawal.

It is the intent of the Town to make a final award decision with 45 days of receipt of responsive proposal from a responsible bidder.

Each sealed proposal shall contain the following documents:

1. All documents and information describing the proposed development that are required by this RFP;
2. A Certificate of Non-Collusion;
3. A Tax Compliance Certificate;
4. A Disclosure Statement for the Disposition of Real Property as required by G.L. c. 7, §40J;
5. For a corporate offeror, a Certificate of Corporate Vote. In this event, the Town shall retain the proposal deposit of the initial successful offeror as liquidated damages for the delay resulting from its failure to complete the transaction; and
6. The Price Proposal Form;
7. A Proposal Deposit of \$25,000. The Proposal Deposit will be returned to unsuccessful offerors. The Proposal Deposit will be returned to the successful offeror upon signing of the Purchase and Sale Agreement, or it may be applied to other development deposits or fees. The successful proposal will forfeit the Proposal Deposit if the Purchase and Sale Agreement is not signed within 30 days of the award.

(Forms for items 2, 3, 4, 5, and 6 above are included in Attachment 11.)

EVALUATION PROCESS

Proposals will be initially reviewed to determine if each submission contains all required forms and certifications, as well as a complete description of the proposed development including all the categories of information outlined above under the heading of "Proposal Contents." Any proposal found to be lacking all required forms and certificates or lacking a complete description of the proposed development shall be considered non-responsive, shall be rejected and given no further consideration during the evaluation process, unless the Town determines that the information not provided is a minor informality. Proposals determined upon initial review to be in the prescribed form and containing all of the required information, attachments, addenda, certifications, forms and payments, as more particularly described in the provisions of this RFP, will be deemed responsive and be submitted for further, comparative, evaluative review.

Proposals that are determined to be responsive shall be further evaluated in light of the following criteria, and will be ranked in order of preference from most beneficial to least beneficial. An evaluation of each proposal shall state the basis for its ranking, and identify the strengths and weaknesses of the proposal, both objectively and in comparison to the other proposals submitted in response to the RFP. The Town reserves the explicit right to select a proposal which does not necessarily contain the highest price and/or economic benefit to the Town.

The Town Manager, working in conjunction with Town staff and a selected review team which will include representation from the SEIC, will conduct the initial proposal evaluations. He

will determine a list of up to three preferred proposals, and forward those proposals as finalists to be considered by the Board of Selectmen. As part of the evaluation process, the Town reserves the right to conduct interviews with the offerors at either the initial evaluation, or finalist stage of the evaluation process in order to assure a full understanding of the proposals. During the initial evaluation process, if there are six or more responsive offerors, the Town Manager may create a short-list of no more than five offerors and limit the interview process to that short-list. The Town reserves the right to contact references, or other relevant parties, as part of this review process.

The Board of Selectmen, in its sole discretion, shall make an award to the offeror whose proposal is determined to be the most advantageous proposal from a responsible and responsive offeror taking into consideration price and the evaluation criteria set forth in this RFP. The Board of Selectmen shall not be required to award the sale of the Property to the offeror offering the highest purchase price. If the successful offeror fails to execute a purchase and sale agreement within thirty (30) days of an award by the Board of Selectmen, unless extended by mutual agreement, the Town reserves the right to rescind the award and to award the sale to the offeror whose proposal was deemed to be the next most advantageous by the Town or to determine not to make an award. The Board of Selectmen reserves the right to reject any and all proposals, or to cancel this RFP.

EVALUATION CRITERIA

The Town is seeking an experienced developer that has a proposal based on a strong market study and has financing in place to complete the proposed project.

1. Preferences for Potential Development

A proposal that maximizes high quality development compatible with surrounding land uses and that will result in the greatest addition to the Town's property tax base, while being consistent with the unique community character of the Town of Sandwich, will be considered Highly Advantageous. Projects with predominantly tax exempt or non-profit ownership, as established by a "900-series" Commonwealth of Massachusetts Department of Revenue use classification code, while encouraged to apply, will be considered Advantageous.

It is necessary for developers to provide two access points, in order to maximize the potential development of the Property and to provide for optimum traffic circulation and public safety. A proposal that does not provide two access points will be considered Not Advantageous.

A Proposal for the purchase of all 56+/- acres (including Parcel B) and that the proposed development requires no change in zoning will be considered Highly Advantageous. The Town is willing, however, to entertain offers for less than all 56 +/- acres and projects that require zoning changes, but such proposals will be considered Advantageous.

Proposed uses that include small or large scaled mixed-use developments; recreational facilities; hotel/conference facilities; corporate office park/campus; or other potential

developments consistent with the vision spelled out for the SSVC in the Local Comprehensive Plan (see Attachment 4 for website link to download full document) will be considered Highly Advantageous. Proposals that include other types of uses will be considered Advantageous.

2. Site Layout and Infrastructure/Architectural Plans

Proposals that include architectural styles that reflect the traditional Cape Cod style – such as the look of clapboard siding, pitched roofs, etc. – while recognizing the need to create an individual brand and ‘sense of place’ for the proposed area will be considered Highly Advantageous. A development plan, which also shows open space, well-landscaped pedestrian areas, a streetscape that reflects Sandwich village, and landscaping consistent with the character of the Town, and well designed stormwater management areas will be also be considered Highly Advantageous. Proposals that include other types of architectural features will be considered Advantageous. The extent to which a proposal clearly and fully demonstrates the above criteria that incorporates non-vehicular connections to adjacent neighborhoods and recreational facilities shall determine its ranking relative to the other responsive proposals.

The Town of Sandwich expects the successful proposer to fully fund all needed infrastructure for its proposed project, and such proposals shall be considered Highly Advantageous. Proposals that are contingent on the Town funding or constructing or maintaining portions of infrastructure for the proposed development will be deemed Advantageous if the proposal provides a plan to utilize supplemental infrastructure improvement funding mechanisms and products available by the Commonwealth of Massachusetts and United States Federal Government or any other public or quasi-public agencies.

Proposals that fully address the proposed development’s wastewater needs without the use of Town land will be considered Highly Advantageous. Proposals that require the use of Town land to address wastewater needs will be considered Advantageous. Proposals that do not demonstrate a plan to fully address their project’s wastewater needs will be considered Not Advantageous.

3. Development Impact Analysis

A proposal that includes a brief development impact analysis that is complete, concise, written in terms that are clearly understandable and fully addresses all the items listed under subsection II, under “Proposal Contents” above will be considered Advantageous. Proposals which, in addition indicate significant positive impact benefits, clearly identify negative impacts and include well developed plans to mitigate the negatives will be considered favorably, will be considered Highly Advantageous.

4. Permitting Strategy

Because the permitting process for any proposed development of the Property will be complex, the Town wants to assure that the selected offeror is experienced in this respect. The Town will consider Highly Advantageous a proposal that includes an offeror or proposal/project team which can demonstrate familiarity with Massachusetts land use permitting procedures and/or those of the Cape Cod Commission, and a

willingness to participate in the Development of Regional Impact (DRI) process or other alternative pre-permitting strategies, such as a multi-party Development Agreement process or Growth Incentive Zone (GIZ) with the Cape Cod Commission. If a particular offeror cannot offer evidence of such prior experience, the Town will consider experience with similar scale developments which are evidence of the developer's ability to identify permitting requirements and to establish an efficient and effective permitting strategy, so as to obtain all necessary approvals in a reasonably short period of time. Such proposals, however, will be considered Advantageous.

The Town is willing to consider proposals that include detailed plans to realistically achieve innovative permitting mechanisms and infrastructure financing mechanisms including, but not limited to, M.G.L. c. 23L, the Local Infrastructure Development Program; Cape Cod Commission Chapter H regulations, the Municipal Application for Revisions to Developments of Regional Impact Thresholds; etc.

Proposals that commit to pursue the most appropriate and expedited regional permitting process without requesting waivers or compensation or offsets from the Town of Sandwich will be considered Highly Advantageous. Proposals that request the Town absorb the impact of any regional permitting mitigation costs will only be considered Not Advantageous.

5. Project Team

A proposals that indicate a highly experienced project team, with key members (for example Project Manager, Architect, Contractor, Construction Manager) having significant experience in the development of similar projects will be considered Highly Advantageous. The evaluators will look at the years of experience and number of projects completed in similar positions for the key team members and rank teams accordingly. Proposals that do not include highly experience project teams but still demonstrate an ability to complete the project will be considered Advantageous.

6. Project Schedule

Since an important purpose of the sale of the Property is to expand the Town's commercial tax base, proposals that indicate a rapid development schedule and complete build-out in the shortest time will be considered Highly Advantageous. Proposals that envision a gradual buildup but still provide foreseeable tax revenues in the future will be considered Advantageous.

7. Financial Benefit Analysis

This evaluation criterion focuses on the impact of the development on the Town's commercial tax base, its ability to create new employment for residents of the Town and the nature and value of other benefits, both monetary and in-kind, that the proposal is offering. A development that will result in the creation of the greatest number of year-round, high quality jobs that can serve as a family's primary income will be considered Highly Advantageous. A development that indicates an ability to maximize tax revenues per acre will also be considered Highly Advantageous. The number and nature of jobs created, including the likely stability of the job opportunities will also be considered significant. Other on or off-site community benefits offered by the offeror will also be considered in assessing the relative merits of the competing proposals. The Town of

Sandwich will also consider any proposed tax incentives and other economic development programs as part of the financial benefit analysis.

8. Project Financing

Projects that indicate strong financial backing, and provide evidence of adequate funding available with no contingencies will be considered Highly Advantageous. Projects that indicate financing contingencies that are limited and quantifiable will be considered Advantageous. Projects with significant financing contingencies or contingencies which, in the opinion of the Town are difficult to quantify, will be considered Not Advantageous.

9. Purchase Price

The purchase price offered for the Property will be an important consideration in the evaluation of the proposals. In comparing competing proposals, the Town will consider total purchase price, as well as the proposed payment schedule. The overall value of each proposal will be calculated in terms of net present value of the total purchase price.

The Town will also consider offers to contribute a voluntary lump sum payment to the Sandwich Economic Initiative Corporation as a non-refundable economic development donation payable in full upon execution of the Purchase and Sales Agreement. This voluntary donation is not a requirement of this RFP, and Proposals will not be deemed "non-responsive" if they do not include this donation. However, price proposals that include a specific lump sum donation amount in the Price Proposal Form will be considered more advantageous than similar proposals that do not include a donation. Furthermore, donations that are significantly higher than competing proposals that include a lesser donation will be given preference in this evaluation criteria. Donations will be used by the Sandwich Economic Initiative Corporation to provide technical assistance in business generation and economic development efforts in the Town of Sandwich.

SUCCESSFUL OFFEROR'S SECURITY

As indicated above, the successful offeror (hereafter referred to as the "Developer") will be required to execute a Purchase and Sale Agreement within thirty days of the award by the Board of Selectmen. A copy of a draft Purchase and Sale Agreement is attached as Attachment 12. Upon execution of the Purchase and Sale Agreement, the Developer shall pay a deposit of five percent of the purchase price (hereafter the "Deposit"), which shall be applied to the Purchase Price upon closing, all of which shall be non-refundable in the event that the Developer fails to close the transaction for any reason other than the willful default of the Town.

The actual construction of the proposed project is of significant importance to the future financial well being of the Town. The non-refundable portion of the Deposit is intended as liquidated damages to compensate the Town for the delay in the development of the property, and the resulting impact on the Town's finances should the Developer default in completing the conveyance.

The Developer will also be required to execute a Land Development Agreement (LDA) in substantially similar form and content to the draft LDA attached as Attachment 13, which the Town and the Developer shall execute at the closing and record immediately after the recording of the deed and prior to any mortgages. The LDA shall govern the development and phasing of the project.

After execution of the Purchase and Sale Agreement, the Developer shall diligently pursue the development of the project in a timely manner, and shall make all reasonable efforts to adhere to the proposed schedule for development. Said schedule shall be submitted to the Town for review and approval. Once approved, the schedule will contain milestones for activities to be completed. Failure to complete such milestones shall result in forfeiture of a portion or all of the refundable deposit.

The Developer may request time extensions without penalty if the Town determines all reasonable efforts are being made, and lack of meeting the schedule is due to circumstances beyond the Developer's control. The Town will review and approve or deny a request for extension at its sole discretion.

If, as of the time for performance under the Purchase and Sale Agreement (hereafter the "closing date"), the Developer, through no fault of its own and despite diligent efforts, has not received all necessary approvals for its project in a form and with terms acceptable to the Developer, or an appeal of any necessary approval has been filed with a Court of appropriate jurisdiction, the Developer may elect to (i) extend the time for performance for a maximum of eighteen (18) months by so notifying the Town in writing on or before the closing date, and in such event the time for performance shall be extended, or (ii) the Developer may elect to terminate the Purchase and Sale Agreement by so notifying the Town in writing on or before the closing date, in which event the Purchase and Sale Agreement shall terminate. Upon such termination, the non-refundable portion of the Deposit shall be retained by Town and the remaining balance of the Deposit shall be paid to Developer, and all obligations of the parties shall cease.

In the event that the Town or the Developer terminate the Purchase and Sale Agreement or the Purchase and Sales Agreement terminates by operation of law, regardless of cause, the Town reserves the right to rescind the award and to award the sale to the offeror whose proposal was deemed to be the next most advantageous by the Town or to determine to cancel the procurement.

LIST OF ATTACHMENTS

1. RFP Plan of Land (Attached)
2. University of Massachusetts Dartmouth "Pathways to the Future: Market Analysis for the South Sandwich Village Center" Report and Suggestions (Download Link)
<http://www.sandwichmass.org/PublicDocuments/SSVC%20Market%20Study.pdf>
3. Market Assessment for Cape Cod, Massachusetts, Prepared for the Cape Cod Commission by Chesapeake Group, Inc. Under Contract to TischlerBise (Download Link)
http://www.capecodcommission.org/resources/economicdevelopment/Market_Assessment_for_Cape_Cod_FINAL.pdf
4. Local Comprehensive Plan (Download Link)
<http://sandwichmass.org/PublicDocuments/Sandwich%20LCP%20May%202009.pdf>
5. Selection of Data and Community Information (Attached)
6. Cape Cod Commission Design Guidelines (Download Link)
<http://www.capecodcommission.org/index.php?id=45>
7. OpenCape Summary (Attached)
8. Cape Cod Regional Transit Authority Fixed-Route Bus Service Map (Attached)
9. Interim Wastewater Solutions Study (Attached)
10. Town of Sandwich Protective Zoning Bylaws (Download Link)
<http://www.sandwichmass.org/PublicDocuments/May%202013%20Zoning%20By-Laws.pdf>
11. A Certificate of Non-Collusion; A Tax Compliance Certificate; A Disclosure Statement for the Disposition of Real Property as required by G.L. c. 7, §40J; For a corporate offeror, a Certificate of Corporate Vote; Price Proposal Form (Attached)
12. Draft Purchase and Sale Agreement (Attached)
13. Land Development Agreement (Attached)
14. Wastewater disposal map (Attached)

15. Town of Sandwich Sewer Regulations (Download Link)

http://sandwichmass.org/PublicDocuments/SAND_Sewer_Regulations_2013_08-22.pdf

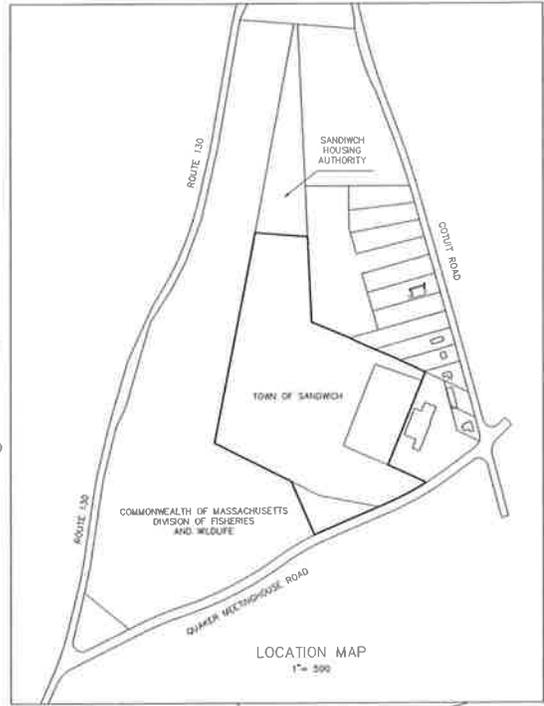
16. Town of Sandwich Highway and Byway Map (Attached - Town Parcel Subject to RFP Highlighted with Red Star)

ATTACHMENT # 1

RFP Plan of Land

LAND COURT CASE 31942

SANDWICH HOUSING AUTHORITY
PLAN BOOK 488 PAGE 71
LOT 1



COMMONWEALTH OF MASSACHUSETTS
DIVISION OF FISHERIES
AND WILDLIFE

STONE PILE (FND)
CENTER STONE

(2) SB
(FND)
HELD DH

LAND COURT CASE 31942 PLANS A-J

PARCEL C
2,130,145±sf 48,908±ac

LOT PARCEL B
318,251±sf 7.31±ac

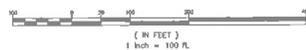
PARCEL A
130,680±sf 3.00±ac

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF FISHERIES
AND WILDLIFE

PLAN TO ACCOMPANY R.F.P
LAND IN
SANDWICH, MASSACHUSETTS
QUAKER MEETINGHOUSE ROAD
PREPARED FOR
TOWN OF SANDWICH

JUNE 14, 2004 1" = 100'

DAVID C. THULIN, PE, PLS
211 WELLS ROAD
EAST SANDWICH, MASSACHUSETTS 02537



ATTACHMENT # 2

University of Massachusetts Dartmouth "Pathways to the Future: Market Analysis for the South Sandwich Village Center" Report and Suggestions (Download Link)

<http://www.sandwichmass.org/PublicDocuments/SSVC%20Market%20Study.pdf>

ATTACHMENT # 3

Market Assessment for Cape Cod, Massachusetts, Prepared for the Cape Cod Commission by Chesapeake Group, Inc. Under Contract to TischlerBise (Download Link)

http://www.capecodcommission.org/resources/economicdevelopment/Market_Assessment_for_Cape_Cod_FINAL.pdf

ATTACHMENT # 4

Local Comprehensive Plan (Download Link)

<http://sandwichmass.org/PublicDocuments/Sandwich%20LCP%20May%202009.pdf>

ATTACHMENT # 5

Selection of Data and Community Information

Commercial Tax Rate

Municipality	Fiscal Year	C/I/P Tax Rate	Route
Holbrook	2014	\$ 36.17	3
Brockton	2014	\$ 33.96	24
Taunton	2014	\$ 31.19	495
New Bedford	2014	\$ 31.08	195
Dighton	2014	\$ 28.71	24
Fall River	2014	\$ 26.68	195
West Bridgewater	2014	\$ 26.57	495/24
Seekonk	2014	\$ 26.52	195
Braintree	2014	\$ 26.06	3
Carver	2014	\$ 23.64	495
Swansea	2014	\$ 23.44	195
Fairhaven	2014	\$ 23.21	195
Raynham	2014	\$ 21.63	495
Attleboro	2014	\$ 21.59	495/95
Mansfield	2014	\$ 20.45	495
Freetown	2014	\$ 19.91	495
Halifax	2014	\$ 18.67	3
Wrentham	2014	\$ 18.55	495
Norfolk	2014	\$ 17.43	495
East Bridgewater	2014	\$ 17.37	495/24
Hanover	2014	\$ 17.20	3
Abington	2014	\$ 17.19	3
Foxborough	2014	\$ 17.09	495
Plympton	2014	\$ 16.97	495/3
Kingston	2014	\$ 16.68	3
Easton	2014	\$ 16.65	495
Middleborough	2014	\$ 16.59	495
Norwell	2014	\$ 16.37	3
Bridgewater	2014	\$ 16.25	495/24
Duxbury	2014	\$ 16.15	3
Plainville	2014	\$ 16.02	495
Whitman	2014	\$ 15.81	3
Norton	2014	\$ 15.37	495
Plymouth	2014	\$ 15.13	3
Dartmouth	2014	\$ 15.10	195
Pembroke	2014	\$ 14.69	3
Sandwich	2014	\$ 14.57	3/495
Franklin	2014	\$ 14.45	495
Lakeville	2014	\$ 14.20	495
Marshfield	2014	\$ 13.29	3
Mattapoisett	2014	\$ 12.72	195
Hingham	2014	\$ 12.56	3
Wareham	2014	\$ 10.77	195/495
Count	43		
Average		\$ 19.64	
Median		\$ 17.19	

GEO:

2010

Subject	Total		18 years and over	
	Number	Percent	Number	Percent
POPULATION				
Total population	20,675	100.0	15,689	100.0
RACE				
One race	20,454	98.9	15,580	99.3
White	19,997	96.7	15,272	97.3
Black or African American	78	0.4	65	0.4
American Indian and Alaska Native	51	0.2	32	0.2
Asian	246	1.2	148	0.9
Native Hawaiian and Other Pacific Islander	5	0.0	3	0.0
Some Other Race	77	0.4	60	0.4
Two or More Races	221	1.1	109	0.7
HISPANIC OR LATINO AND RACE				
Hispanic or Latino (of any race)	274	1.3	169	1.1
Not Hispanic or Latino	20,401	98.7	15,520	98.9
One race	20,214	97.8	15,426	98.3
White	19,817	95.9	15,161	96.6
Black or African American	70	0.3	58	0.4
American Indian and Alaska Native	44	0.2	28	0.2
Asian	244	1.2	146	0.9
Native Hawaiian and Other Pacific Islander	5	0.0	3	0.0
Some Other Race	34	0.2	30	0.2
Two or More Races	187	0.9	94	0.6
HOUSING UNITS				
Total housing units	9,476	100.0		
OCCUPANCY STATUS				
Occupied housing units	7,776	82.1		
Vacant housing units	1,700	17.9		
Subject	Total		18 years and over	
	Number	Percent	Number	Percent

Zip Code Tabulation Area 02563

View a Fact Sheet for a race, ethnic, or ancestry group

Census 2000 Demographic Profile Highlights:

General Characteristics - show more >>	Number	Percent	U.S.		
Total population	10,844			map	brief
Male	5,227	48.2	49.1%	map	brief
Female	5,617	51.8	50.9%	map	brief
Median age (years)	40.1	(X)	35.3	map	brief
Under 5 years	698	6.4	6.8%	map	
18 years and over	7,896	72.8	74.3%		
65 years and over	1,684	15.5	12.4%	map	brief
One race	10,746	99.1	97.6%		
White	10,577	97.5	75.1%	map	brief
Black or African American	39	0.4	12.3%	map	brief
American Indian and Alaska Native	34	0.3	0.9%	map	brief
Asian	67	0.6	3.6%	map	brief
Native Hawaiian and Other Pacific Islander	1	0.0	0.1%	map	brief
Some other race	28	0.3	5.5%	map	
Two or more races	98	0.9	2.4%	map	brief
Hispanic or Latino (of any race)	69	0.6	12.5%	map	brief
Household population	10,711	98.8	97.2%	map	brief
Group quarters population	133	1.2	2.8%	map	
Average household size	2.65	(X)	2.59	map	brief
Average family size	3.14	(X)	3.14	map	
Total housing units	4,594			map	
Occupied housing units	4,037	87.9	91.0%		brief
Owner-occupied housing units	3,470	86.0	66.2%	map	
Renter-occupied housing units	567	14.0	33.8%	map	brief
Vacant housing units	557	12.1	9.0%	map	

Social Characteristics - show more >>	Number	Percent	U.S.		
Population 25 years and over	7,373				
High school graduate or higher	6,873	93.2	80.4%	map	brief
Bachelor's degree or higher	2,786	37.8	24.4%	map	
Civilian veterans (civilian population 18 years and over)	1,215	15.2	12.7%	map	brief
Disability status (population 5 years and over)	1,472	14.6	19.3%	map	brief
Foreign born	401	3.7	11.1%	map	brief
Male, Now married, except separated (population 15 years and over)	2,565	65.8	56.7%		brief
Female, Now married, except separated (population 15 years and over)	2,764	61.4	52.1%		brief
Speak a language other than English at home (population 5 years and over)	437	4.3	17.9%	map	brief

Economic Characteristics - show more >>	Number	Percent	U.S.		
In labor force (population 16 years and over)	5,479	65.9	63.9%		brief
Mean travel time to work in minutes (workers 16 years and older)	30.0	(X)	25.5	map	brief
Median household income in 1999 (dollars)	57,815	(X)	41,994	map	
Median family income in 1999 (dollars)	63,450	(X)	50,046	map	
Per capita income in 1999 (dollars)	24,797	(X)	21,587	map	
Families below poverty level	97	3.2	9.2%	map	brief
Individuals below poverty level	455	4.2	12.4%	map	

Housing Characteristics - show more >>	Number	Percent	U.S.		
Single-family owner-occupied homes	3,172				brief
Median value (dollars)	174,500	(X)	119,600	map	brief
Median of selected monthly owner costs	(X)	(X)			brief
With a mortgage (dollars)	1,237	(X)	1,088	map	
Not mortgaged (dollars)	390	(X)	295		

(X) Not applicable.

Source: U.S. Census Bureau, Summary File 1 (SF 1) and Summary File 3 (SF 3)



DP-1

Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/profiletd.pdf>.

GEO: Sandwich town, Barnstable County, Massachusetts

Subject	Number	Percent
SEX AND AGE		
Total population	20,675	100.0
Under 5 years	938	4.5
5 to 9 years	1,328	6.4
10 to 14 years	1,630	7.9
15 to 19 years	1,617	7.8
20 to 24 years	949	4.6
25 to 29 years	694	3.4
30 to 34 years	766	3.7
35 to 39 years	1,017	4.9
40 to 44 years	1,532	7.4
45 to 49 years	1,889	9.1
50 to 54 years	1,933	9.3
55 to 59 years	1,690	8.2
60 to 64 years	1,453	7.0
65 to 69 years	1,130	5.5
70 to 74 years	683	3.3
75 to 79 years	572	2.8
80 to 84 years	425	2.1
85 years and over	429	2.1
Median age (years)	44.6	(X)
16 years and over	16,403	79.3
18 years and over	15,689	75.9
21 years and over	14,945	72.3
62 years and over	4,079	19.7
65 years and over	3,239	15.7
Male population	9,958	48.2
Under 5 years	445	2.2
5 to 9 years	687	3.3
10 to 14 years	855	4.1
15 to 19 years	835	4.0
20 to 24 years	515	2.5
25 to 29 years	344	1.7
30 to 34 years	378	1.8
35 to 39 years	467	2.3
40 to 44 years	709	3.4
45 to 49 years	889	4.3
50 to 54 years	923	4.5
55 to 59 years	815	3.9
60 to 64 years	713	3.4
65 to 69 years	512	2.5
70 to 74 years	320	1.5
75 to 79 years	255	1.2
80 to 84 years	165	0.8
85 years and over	131	0.6

Subject	Number	Percent
Median age (years)	43.4	(X)
16 years and over	7,779	37.6
18 years and over	7,413	35.9
21 years and over	7,015	33.9
60 years and over	1,804	8.7
65 years and over	1,383	6.7
Female population	10,717	51.8
Under 5 years	493	2.4
5 to 9 years	641	3.1
10 to 14 years	775	3.7
15 to 19 years	782	3.8
20 to 24 years	434	2.1
25 to 29 years	350	1.7
30 to 34 years	388	1.9
35 to 39 years	550	2.7
40 to 44 years	823	4.0
45 to 49 years	1,000	4.8
50 to 54 years	1,010	4.9
55 to 59 years	875	4.2
60 to 64 years	740	3.6
65 to 69 years	618	3.0
70 to 74 years	363	1.8
75 to 79 years	317	1.5
80 to 84 years	260	1.3
85 years and over	298	1.4
Median age (years)	45.7	(X)
16 years and over	8,624	41.7
18 years and over	8,276	40.0
21 years and over	7,930	38.4
62 years and over	2,275	11.0
65 years and over	1,856	9.0
RACE		
Total population	20,675	100.0
One Race	20,454	98.9
White	19,997	96.7
Black or African American	78	0.4
American Indian and Alaska Native	51	0.2
Asian	246	1.2
Asian Indian	41	0.2
Chinese	46	0.2
Filipino	27	0.1
Japanese	13	0.1
Korean	31	0.1
Vietnamese	10	0.0
Other Asian [1]	78	0.4
Native Hawaiian and Other Pacific Islander	5	0.0
Native Hawaiian	2	0.0
Guamanian or Chamorro	0	0.0
Samoan	2	0.0
Other Pacific Islander [2]	1	0.0
Some Other Race	77	0.4
Two or More Races	221	1.1
White; American Indian and Alaska Native [3]	49	0.2
White; Asian [3]	58	0.3
White; Black or African American [3]	31	0.1
White; Some Other Race [3]	26	0.1
Race alone or in combination with one or more other races: [4]		
White	20,191	97.7
Black or African American	133	0.6
American Indian and Alaska Native	123	0.6

Subject	Number	Percent
Asian	322	1.6
Native Hawaiian and Other Pacific Islander	25	0.1
Some Other Race	133	0.6
HISPANIC OR LATINO		
Total population	20,675	100.0
Hispanic or Latino (of any race)	274	1.3
Mexican	66	0.3
Puerto Rican	63	0.3
Cuban	11	0.1
Other Hispanic or Latino [5]	134	0.6
Not Hispanic or Latino	20,401	98.7
HISPANIC OR LATINO AND RACE		
Total population	20,675	100.0
Hispanic or Latino	274	1.3
White alone	180	0.9
Black or African American alone	8	0.0
American Indian and Alaska Native alone	7	0.0
Asian alone	2	0.0
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	43	0.2
Two or More Races	34	0.2
Not Hispanic or Latino	20,401	98.7
White alone	19,817	95.9
Black or African American alone	70	0.3
American Indian and Alaska Native alone	44	0.2
Asian alone	244	1.2
Native Hawaiian and Other Pacific Islander alone	5	0.0
Some Other Race alone	34	0.2
Two or More Races	187	0.9
RELATIONSHIP		
Total population	20,675	100.0
In households	20,332	98.3
Householder	7,776	37.6
Spouse [6]	4,782	23.1
Child	6,348	30.7
Own child under 18 years	4,668	22.6
Other relatives	668	3.2
Under 18 years	217	1.0
65 years and over	188	0.9
Nonrelatives	758	3.7
Under 18 years	52	0.3
65 years and over	61	0.3
Unmarried partner	421	2.0
In group quarters	343	1.7
Institutionalized population	308	1.5
Male	124	0.6
Female	184	0.9
Noninstitutionalized population	35	0.2
Male	30	0.1
Female	5	0.0
HOUSEHOLDS BY TYPE		
Total households	7,776	100.0
Family households (families) [7]	5,718	73.5
With own children under 18 years	2,452	31.5
Husband-wife family	4,782	61.5
With own children under 18 years	1,981	25.5
Male householder, no wife present	231	3.0
With own children under 18 years	107	1.4
Female householder, no husband present	705	9.1
With own children under 18 years	364	4.7

Subject	Number	Percent
Nonfamily households [7]	2,058	26.5
Householder living alone	1,657	21.3
Male	568	7.3
65 years and over	151	1.9
male	1,089	14.0
5 years and over	592	7.6
Households with individuals under 18 years	2,617	33.7
Households with individuals 65 years and over	2,213	28.5
Average household size	2.61	(X)
Average family size [7]	3.06	(X)
HOUSING OCCUPANCY		
Total housing units	9,476	100.0
Occupied housing units	7,776	82.1
Vacant housing units	1,700	17.9
For rent	136	1.4
Rented, not occupied	9	0.1
For sale only	117	1.2
Sold, not occupied	23	0.2
For seasonal, recreational, or occasional use	1,293	13.6
All other vacants	122	1.3
Homeowner vacancy rate (percent) [8]	1.7	(X)
Rental vacancy rate (percent) [9]	11.4	(X)
HOUSING TENURE		
Occupied housing units	7,776	100.0
Owner-occupied housing units	6,729	86.5
Population in owner-occupied housing units	18,103	(X)
Average household size of owner-occupied units	2.69	(X)
Renter-occupied housing units	1,047	13.5
Population in renter-occupied housing units	2,229	(X)
Average household size of renter-occupied units	2.13	(X)

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.

[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

[3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race.

[5] This category is composed of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South American countries. It also includes general origin responses such as "Latino" or "Hispanic."

[6] "Spouse" represents spouse of the householder. It does not reflect all spouses in a household. Responses of "same-sex spouse" were edited during processing to "unmarried partner."

[7] "Family households" consist of a householder and one or more other people related to the householder by birth, marriage, or adoption. They do not include same-sex married couples even if the marriage was performed in a state issuing marriage certificates for same-sex couples. Same-sex couple households are included in the family households category if there is at least one additional person related to the householder by birth or adoption. Same-sex couple households with no relatives of the householder present are tabulated in nonfamily households. "Nonfamily households" consist of people living alone and households which do not have any members related to the householder.

[8] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant "for sale." It is computed by dividing the total number of vacant units "for sale only" by the sum of owner-occupied units, vacant units that are "for sale only," and vacant units that have been sold but not yet occupied; and then multiplying by 100.

[9] The rental vacancy rate is the proportion of the rental inventory that is vacant "for rent." It is computed by dividing the total number of vacant units "for rent" by the sum of the renter-occupied units, vacant units that are "for rent," and vacant units that have been rented but not yet occupied; and then multiplying by 100.

Source: U.S. Census Bureau, 2010 Census.

ATTACHMENT # 6

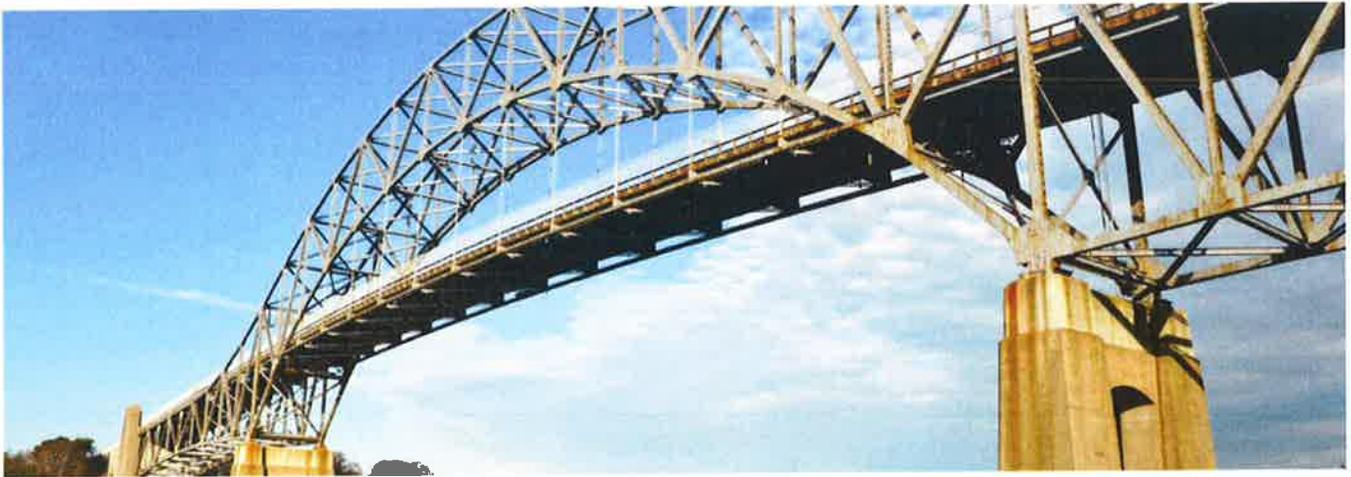
Cape Cod Commission Design Guidelines (Download Link)

<http://www.capecodcommission.org/index.php?id=45>

ATTACHMENT # 7

OpenCape Summary

HISTORY & MISSION



OPENCAPE: A GAME CHANGER FOR SOUTHERN NEW ENGLAND.

How and why we started:

Over 350 miles of state-of-the-art fiber optic network is now in place from Providence to Provincetown, Provincetown back to Brockton, and connections to Boston. With the network and regional collocation data center, we've

In 2006, Southeastern Massachusetts had communications problems. Inadequate bandwidth, limited broadband coverage, and poor cell phone service threatened to hold us back as the rest of the nation moved ahead. But that year an extraordinary public meeting of over a hundred local business, government, and community leaders tackled those problems head-on. Their conclusions:

- Future economic development would require a completely new telecommunications infrastructure advanced enough to attract new businesses.

transformed our region's outdated technology infrastructure. And we've advanced our quality of life.

- Our businesses and research institutions were finding it increasingly hard to compete globally due to the high cost and poor availability of broadband.
- Each year we were losing thousands of talented workers who sought better jobs elsewhere, where broadband opened new doors.
- Local government telecom and data system inefficiency often meant higher taxes and limited investments elsewhere.
- Our schools and colleges were falling behind urban schools in attracting the best educators and developing the most relevant academic programs.
- Our public safety officials were concerned that the lack of reliable communications networks could put our safety at risk.

What we did:

Three years after that first meeting, OpenCape was awarded grants from the National Telecommunications and Information Administration, the Commonwealth of Massachusetts, private construction/operating partners, and Barnstable County totaling \$40 million.

Those funds have resulted in the design and construction of a 350 mile network of fiber optic network operating with the latest technologies and highest speeds available. Additionally, the regional collocation data center provides a location for municipal and commercial entities to host equipment or secure cloud services in a secure, reliable location on the Cape. It's up. It works. It's really fast, and we're excited!

So today, instead of the duopoly of for-profit corporations that previously was the only game around for broadband in our region, OpenCape's new middle-mile backbone is in place. It breaks the good old duopoly. It promotes competition. And it drives down costs.

The OpenCape network is an open access network, meaning other service providers can utilize the network to launch other services in the area, including residential or voice services. The capacity of the network and data center is a unique opportunity for other service providers to offer additional services to local governments, business, and residents of Southeastern Massachusetts. These services will enable our local governments, businesses, and schools to compete and be fast. Wicked fast.

Our Mission:

OpenCape's mission is to advance quality of life by promoting access to technology on Cape Cod, the Islands, and Southeastern Massachusetts

RECENT NEWS

As we progress into our next stages, we'll be posting the latest developments from OpenCape. In the meantime, we would love to hear from you and answer any questions that you may have.

[Request Info](#)

ABOUT OPENCAPE

OpenCape is an open access, fiber optic broadband network that provides extraordinary opportunities for businesses and municipalities across the Southeastern Massachusetts area.

[Learn More](#)

CHECK AVAILABILITY

OpenCape broadband will become available for more of Southeastern New England as our infrastructure continues to grow. Fill out our form to check if our services are provided for your organization.

[Check Availability](#)

CONTACT US

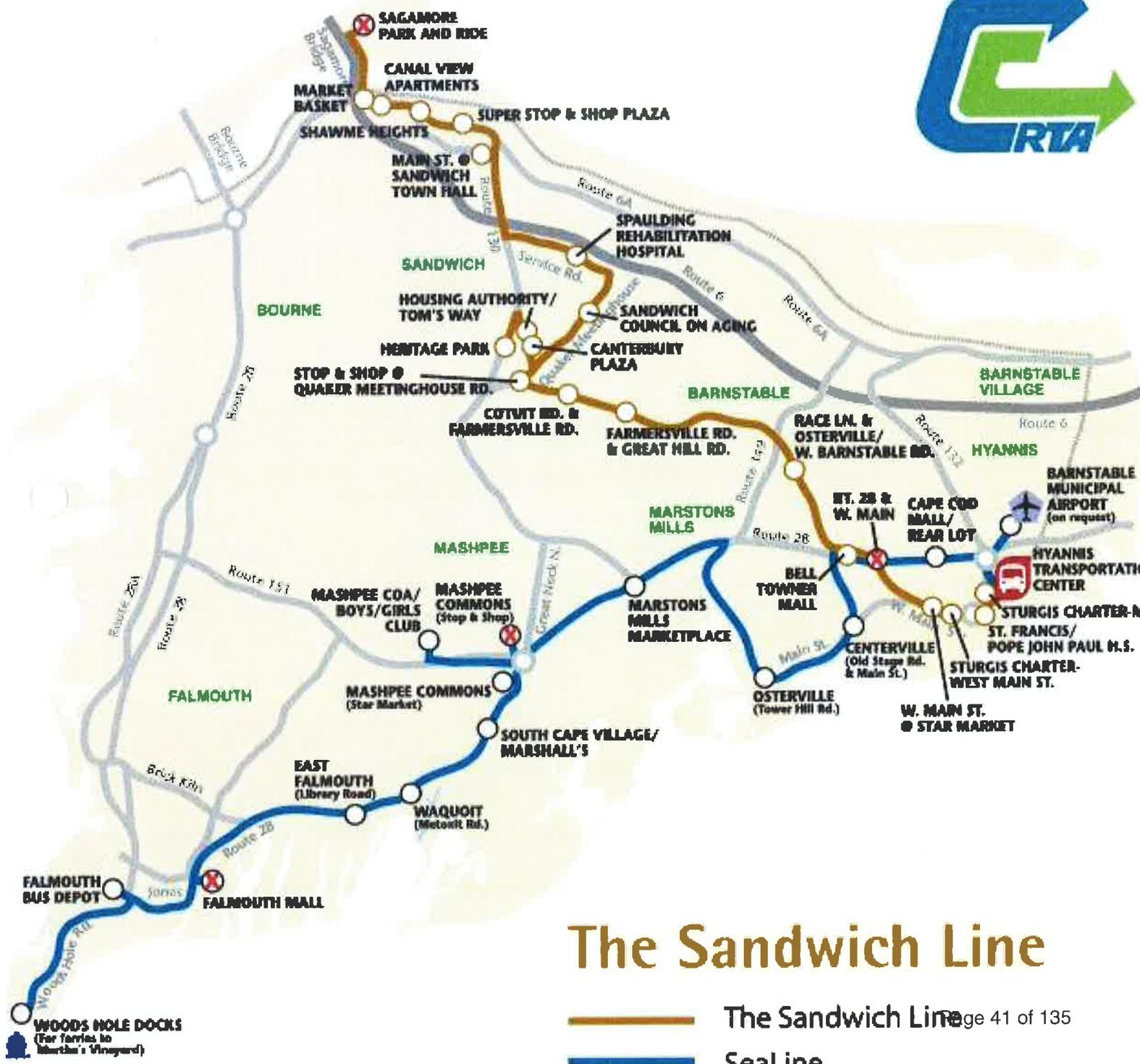
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info@opencape.org

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ATTACHMENT # 8

Cape Cod Regional Transit Authority Fixed-Route Bus Service Map



The Sandwich Line

-  The Sandwich Line
-  SeaLine

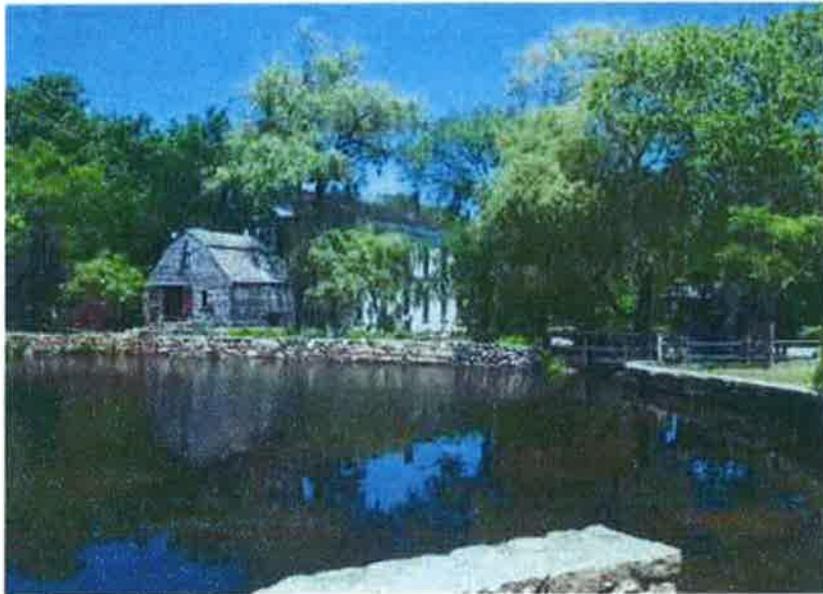
ATTACHMENT # 9

Interim Wastewater Solutions Study

**Town of Sandwich
Comprehensive Water Resources Management Plan**

Interim Wastewater Solutions Study

**DRAFT
August 2011**



**Prepared for the
Town of Sandwich**
by

WRIGHT-PIERCE 
Engineering a Better Environment

**Sandwich, Massachusetts
Comprehensive Water Resources
Management Plan**

Interim Wastewater Solutions Study

**DRAFT
August 2011**

Prepared By:

**Wright-Pierce
40 Shattuck Road, Suite 305
Andover, MA 01810**

TOWN OF SANDWICH
COMPREHENSIVE WATER RESOURCES MANAGEMENT PLAN
INTERIM WASTEWATER SOLUTIONS STUDY

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B.	Kopelman and Paige, Summary of Ownership Options
C.	Cost Estimate

TOWN OF SANDWICH INTERIM WASTEWATER SOLUTIONS STUDY

ES EXECUTIVE SUMMARY

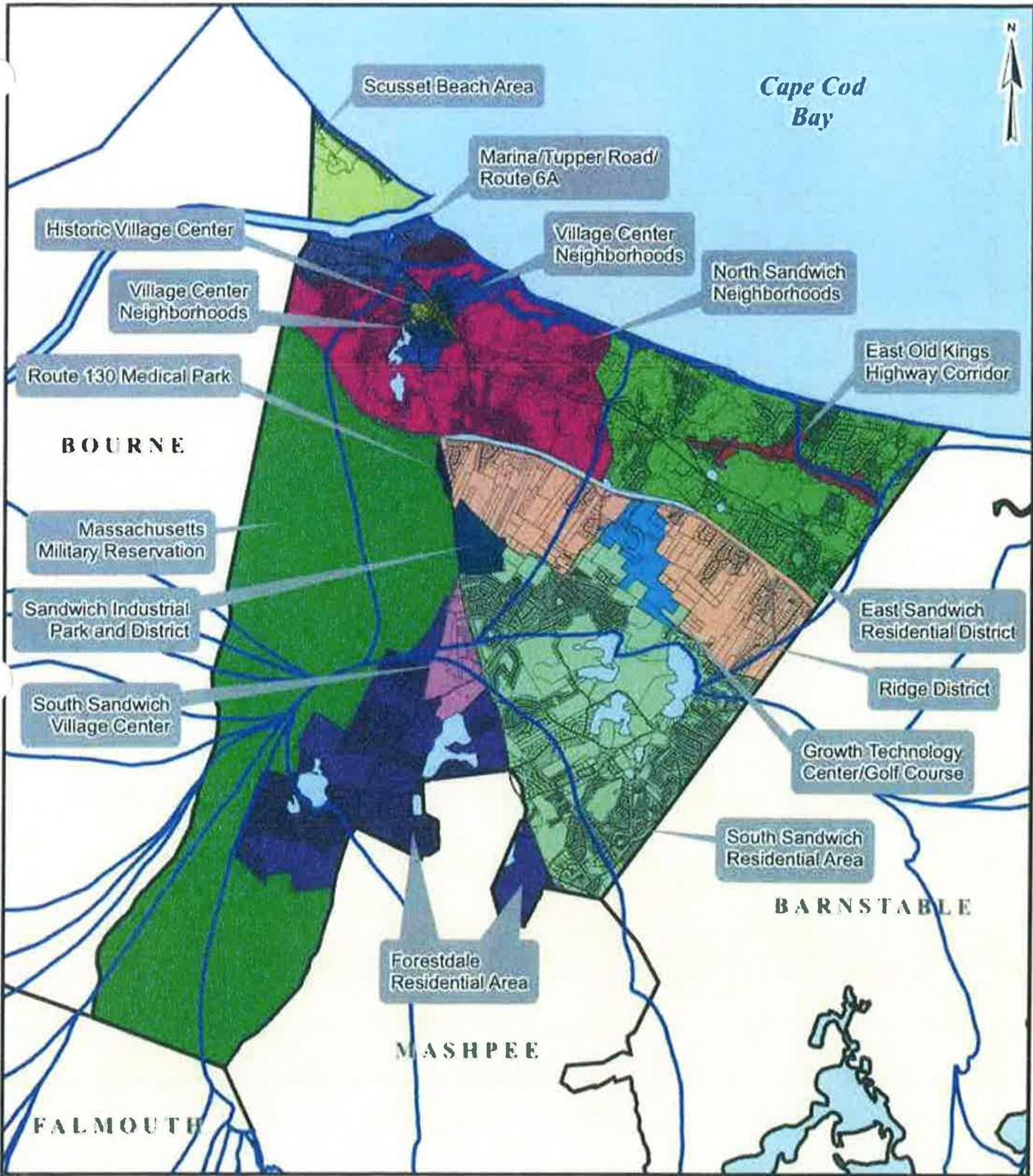
The Town of Sandwich has long been focused on promoting mixed-use development in two key areas -- the South Sandwich Village Center and the Sandwich Industrial Park. The ability of the Town to successfully develop these two areas will come down to providing a solution to the wastewater treatment and disposal issues which continue to hinder develop. If the Town were to take no action, the land would not likely be developed to its highest use and the Town would not obtain additional tax revenues.

This report identifies a solution to the wastewater collection, treatment and disposal issues that would remove these impediments for multiple projects in the targeted growth areas. Construction of wastewater treatment works will be an expensive undertaking, estimated at \$25M, but it will position the Town to promote the desired growth. Further, construction of a larger joint project is estimated to save over \$15M when compared to the cumulative costs of numerous developers constructing multiple smaller projects on their own. These costs and savings should be shared by all parties benefiting from the solution. If appropriately designed and sited, this interim solution could serve as the first phase of a town-wide wastewater solution.

1.0 INTRODUCTION

The Town of Sandwich developed a 2009 Local Comprehensive Plan which envisioned mixed-use, smart-growth development located in several strategic planning areas. These strategic planning areas are shown on Figure 1. The Town has identified the South Sandwich Village Center (SSVC) and the Industrial Park as the strategic planning areas of highest priority. The SSVC was the subject of a request for proposals for large-scale, mixed-use development in 2004 to 2005. The Town and the successful developer were not able to move the project forward due, in part, to a lack of wastewater facilities. The ability to develop these planning areas is complicated by the fact that they are located within numerous zoning districts and watersheds, as shown on Figure 2 and Figure 3, respectively, and are located in the water supply protection

Cape Cod Bay



Scusset Beach Area

Marina/Tupper Road/
Route 6A

Historic Village Center

Village Center
Neighborhoods

North Sandwich
Neighborhoods

Village Center
Neighborhoods

East Old Kings
Highway Corridor

Route 130 Medical Park

BOURNE

Massachusetts
Military Reservation

Sandwich Industrial
Park and District

East Sandwich
Residential District

South Sandwich
Village Center

Ridge District

Growth Technology
Center/Golf Course

South Sandwich
Residential Area

BARNSTABLE

Forestdale
Residential Area

MASHPEE

FALMOUTH

 **South Sandwich
Village Center**
Planning District
(as denoted in Local Comprehensive Plan)

 **Watershed Boundary**

Source: Base data obtained from
the Town of Sandwich and MassGIS



Sandwich CWRMP Interim Solutions

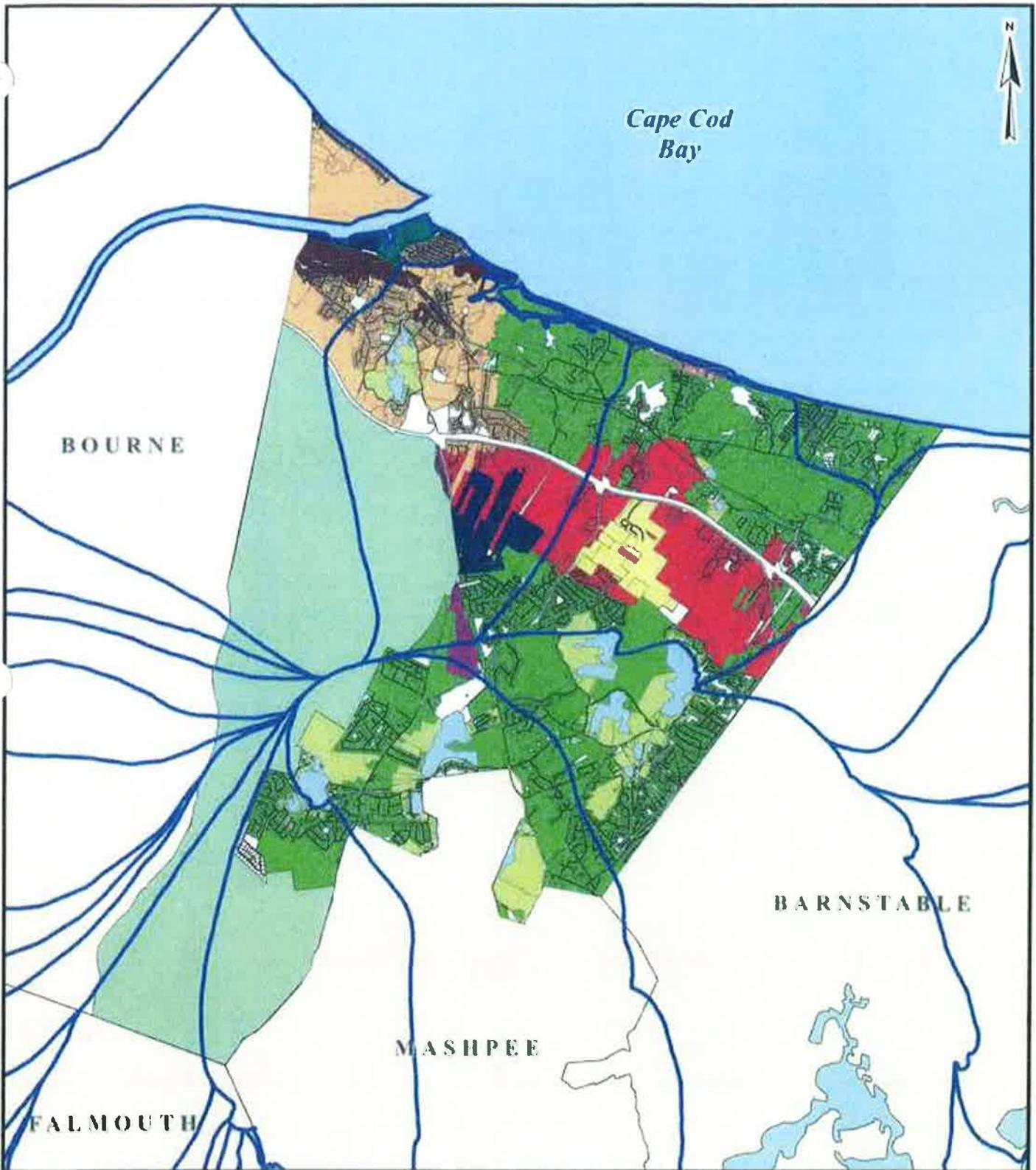
Strategic Planning Areas

PROJ NO 12217B DATE: Jul 2011

FIGURE:

WRIGHT-PIERCE
Engineering & Better Environment

1



Zoning Districts	BL-2	R-2	Watershed Boundary
Other	Growth	RIDGE	
Military	Industrial	SHORE	
5-1	Marine	SURPRO	
BL-1	R-1		

Source: Base data obtained from the Town of Sandwich and MassGIS

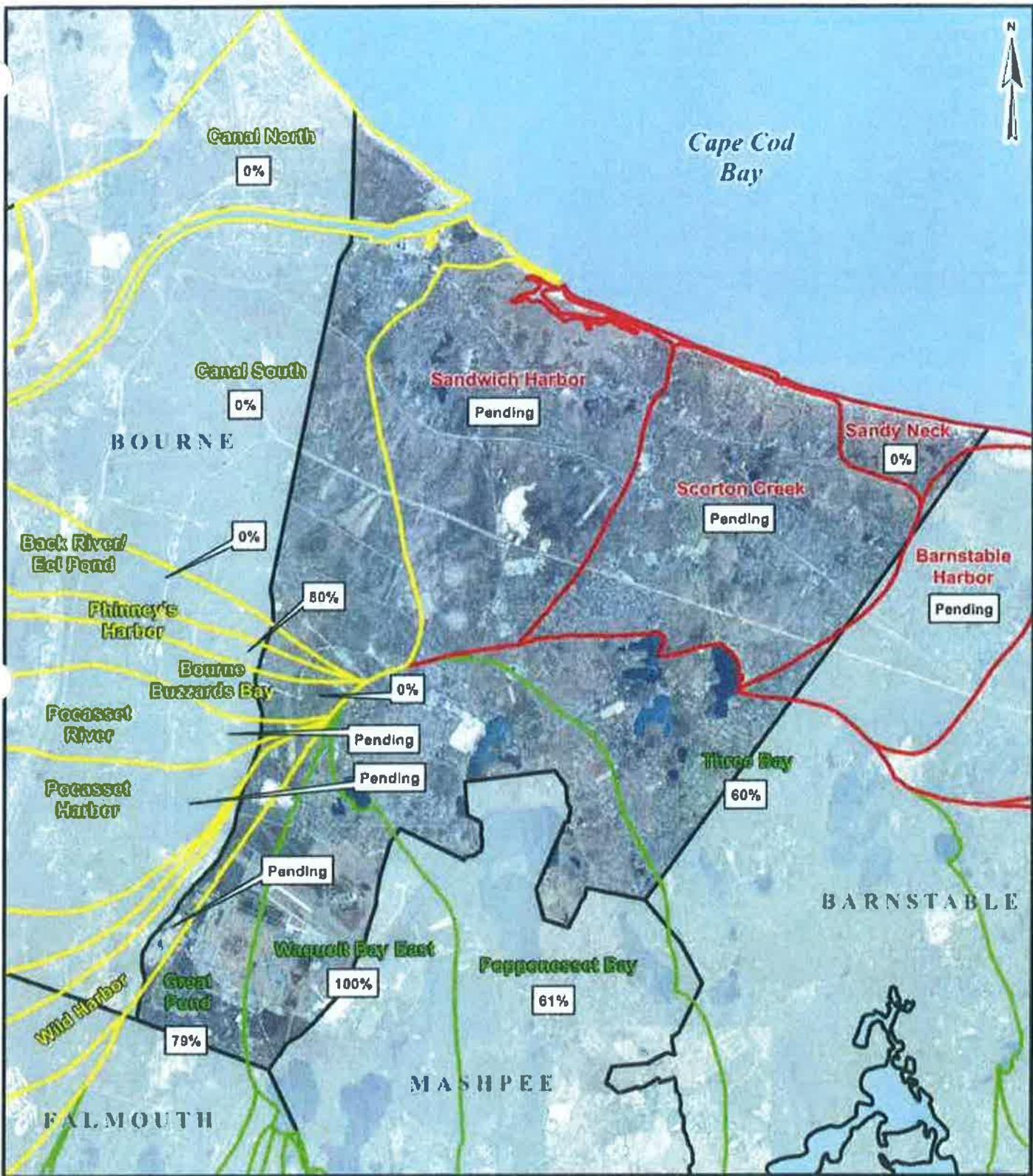
0 8,000 16,000
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**Sandwich CWRMP
Interim Wastewater Solutions**

Zoning Districts

PROJ NO: 12217B	DATE: Jul 2011	FIGURE:
WRIGHT-PIERCE		2
Engineering & Better Environment		

Path: \\nas01\Drawings\12217B\12217B_ZoningDistrict.mxd



Major Basin

- Canal Buzzard's Bay
- Cape Cod Bay
- Nantucket Sound

% Septic Nitrogen Removal Percentage

Source: Base data obtained from the Town of Sandwich and MassGIS

Sandwich CWRMP Interim Wastewater Solutions

Major Groundwater Basins

PROJ. NO: 12217B DATE: Jul 2011

FIGURE:



3



area of the Sandwich Water District. Some of these watersheds are tributary to coastal waters that have water quality problems caused by excess wastewater-related nitrogen. Resolution of these complicated wastewater issues is integral to the implementation of the Town's strategic vision.

The Town has initiated a comprehensive, town-wide wastewater planning process; however, this planning process is expected to take a minimum of 3 years to complete. If the Town were to wait for the completion of this town-wide plan, a wastewater solution for these areas would not be operational for as many as eight to ten years.

One or more developers have stated that they are prepared to proceed with projects in 2011 and 2012. Accordingly, the Town hopes to facilitate development in these strategic planning areas by identifying "interim wastewater solutions". The purpose of this study is to identify solutions which will satisfy the immediate needs and which will be readily expanded or incorporated into the Town-wide plan in subsequent years.

It is expected that any wastewater solutions would be planned and constructed in multiple phases in order to balance the need for wastewater solutions with the cost impacts of the infrastructure. In order to facilitate the progress of interim solutions, wastewater needs and solutions were assigned to one of three categories as presented in Table 1.

Table 1 - Anticipated Phasing of Wastewater Needs and Solutions

Category	Description	Facilities On-Line In
Primary Focus	Interim Wastewater Solution	2 to 4 years
Secondary Focus	Interim Wastewater Solution	5 to 8 years
Future	Comprehensive Wastewater Solutions	8 to 30 years

The key issues for this project are:

1. The highly desirable, developable land targeted for economic growth in the strategic planning areas is located in the recharge areas of the Sandwich Water District's public water supply wells (Zone IIs or Water Resource Protection Districts), or the watersheds of nitrogen-sensitive coastal embayments, or both.
2. The Town's Zoning Bylaw prohibits wastewater treatment facility (WWTF) discharges in Water Resource Protection Districts.
3. The Cape Cod Commission's (Commission's) Regional Policy Plan prohibits the construction of new wastewater treatment facilities in a Zone II, unless they are used to remediate existing water quality problems.
4. Many of the developments proposed in the strategic planning areas would be considered Developments of Regional Impact (DRIs) under the Commission's enabling legislation. The Commission's Regional Policy Plan establishes performance standards for DRIs that limit new nitrogen loads in watersheds of impaired coastal waters. These standards require a "nitrogen offset" equal to some or all of the amount of new nitrogen load to be discharged in watersheds of threatened coastal waters.
5. The Massachusetts Estuaries Project (MEP) is studying the impact of watershed nitrogen loading on coastal waters on Cape Cod. The Department of Environmental Protection (DEP) will not issue a new Groundwater Discharge Permit in a watershed where the published MEP Technical Report indicates that existing nitrogen loads are too high to support water quality goals, unless a nitrogen offset (equal to the nitrogen load from the proposed project) is completed prior to development of the proposed project. This is applicable to the projects in the SSVC and to Forestdale Village.
6. Some prospective effluent disposal sites are located outside watersheds with completed MEP Technical Reports, but are located in watersheds with pending MEP Technical Reports (Sandwich Harbor and Scorton Creek Watersheds). There may be some degree of nitrogen over-loading in one or both of those watersheds, but that has not yet been determined. Refer to Section 12 for discussion of contingency planning for this issue.

7. Some prospective effluent disposal locations are in areas that might be needed for future water supplies, including tracts identified by the Cape Cod Commission for protection.
8. The developments that have been proposed are large enough to require private WWTFs if developed on their own. At the scale of these projects, such facilities are relatively expensive on a per gallon treated basis, and considerable savings would accrue to all projects (and developers) if a single facility could be built to serve all of the projects.
9. There is considerable undeveloped land near the Sandwich Industrial Park. A significant fraction of that land has been determined to be critical wildlife habitat, and accommodating that habitat imposes constraints on these projects.
10. The Cape Cod Commission prepared a report entitled *Interim Wastewater Management Solutions for Selected Sandwich, Massachusetts Economic Growth Areas* (February 2011, referred to as the "DLTA Report"). This study is consistent with both the Local Comprehensive Plan and the DLTA Report.
11. The Town does not want to relinquish control of any Town-owned land for uses other than wastewater treatment and disposal until after the completion of the Comprehensive Wastewater Management Plan. The CWRMP is currently under development and will eventually define the town-wide wastewater management needs, solutions and costs.

2.0 ESTIMATED WASTEWATER FLOWS IN STUDY AREA

The study area for this project is shown on Figure 4 and includes parcels from the following Local Comprehensive Plan strategic planning areas:

- South Sandwich Village Center (SSVC) -- all parcels
- South Sandwich Residential Area -- selected parcels
- Industrial Park -- all parcels
- Ridge District -- selected parcels
- Forestdale Residential Area -- selected parcels

The study area includes a number of specific projects which are in various stages of conceptual planning and permitting. These projects include:

- The "Community Green" project being developed by Housing Assistance Corporation.
- The "Autumnwood" affordable housing project being developed by Autumnwood, LLC.
- The "Forestdale Village" project being developed by Forestdale Village, LLC.
- Existing schools with individual wastewater treatment plants (Forestdale, Oak Ridge, High School)
- Vacant land and existing properties owned in SSVC by Tsakalos Realty Trust.
- Vacant land owned by the Town and Sandwich Housing Authority (SHA) in SSVC, including the land that the Town has issued previous Requests for Proposals to private developers for development in the SSVC ("RFP").
- Vacant land owned by the SHA in the South Sandwich Residential Area.
- Vacant land owned by Highland Passage, LLC in the Ridge District.
- Vacant land owned by the Town, PA Landers, Inc., Bevilacqua Realty Trust in or adjacent to the Industrial Park.

The projects in the study area were categorized as "primary focus" or "secondary focus" based on the timeframe by which a wastewater solution would be needed. The determination as to which projects are of primary focus and which are of secondary focus was made by the Town based on direct feedback from potential developers.

We have utilized the following terminology in order to categorize and estimate wastewater flows:

- Current Conditions. Conditions represented by the general population, level of commercial activity and wastewater generation rates that exist at the present time.
- Future Conditions. Conditions that will exist once additional development occurs in Sandwich at some point in the future.
- New Flow. Increase in wastewater flows caused by growth and redevelopment.

Estimated new wastewater flows were based on information gained at multiple meetings held among Wright-Pierce staff, Town staff, Horsley Witten Group (representing Tsakalos Realty Trust), and Mark Wisentaner (representing Autumnwood, LLC and Highland Passage, LLC), or

were estimated by Wright-Pierce. The estimated wastewater flows are summarized in Table 2. The basis for estimating existing and future wastewater flows is presented in Appendix A.

Table 2 - Estimated Study Area Water Use and Wastewater Generation

	Annual Average, gpd	Short-Term Peak, gpd
Current Wastewater Generation - Primary Focus	42,800	85,600
Current Wastewater Generation - Secondary Focus	19,400	38,800
New Wastewater Generation - Primary Focus	189,300	378,600
New Wastewater Generation - Secondary Focus	107,500	215,000
Estimated Future Flow - Total Study Area	359,000 Say 360,000	718,000 Say 720,000
Estimated Future Flow - Primary Focus	232,100 Say 230,000	464,200 Say 460,000

3.0 ESTIMATED WASTEWATER FLOWS TOWN-WIDE

One of the goals of this study is to align the results of any interim wastewater solution with the Town's long-term wastewater needs. While the CWRMP is several years from completion, initial estimates of Town-wide wastewater flows have been made. Based on work completed by Wright-Pierce as a part of the on-going CWRMP, the current Town-wide water use and wastewater generation have been estimated at approximately 1,850,000 gallons per day (gpd) and 1,670,000 gpd, respectively, on an annual average basis.

The Town's Local Comprehensive Plan outlines the following new development town-wide:

New Residential units	2,696 units
New Commercial space	971,270 square feet (sf)
New Civic space	146,000 sf
New Industrial space	1,307,045 sf

Based on an initial analysis, this town-wide development could result in an additional 600,000 gpd of new wastewater flow, on an annual average basis. This analysis, which was completed as a part of the CWRMP, assumes that new wastewater generation rates will be the same as current wastewater generation rates for each type of land use (i.e., residential, commercial, etc.).

From a planning perspective, it is important to determine the Town-wide wastewater flow which could require treatment and disposal via a method other than existing Title 5 systems. At this early stage of the CWRMP process, there is not sufficient information in hand to make this assessment and educated assumptions are needed.

- For this study, the assumption has been made that approximately 50% of the Town-wide current wastewater flow may need to be collected for treatment (800,000 gpd, on an annual average basis) to address nitrogen control or other needs.
- For this study, the assumption has been made that as much as 75% of the new wastewater flow may need to be collected for treatment (450,000 gpd) to address one or more wastewater management needs.

The above assumptions must be assessed and refined as a part of the on-going CWRMP; however, we believe that these are reasonable initial estimates on which to move forward on the interim solutions. Further, there is no presumption that centralized wastewater treatment and disposal facilities are the final answer for Sandwich. The purpose of this analysis is to obtain or set-aside sufficient land to provide for future needs should municipal wastewater infrastructure be needed and chosen.

The estimates of Town-wide wastewater flows for current conditions, for new flow, and for projected future conditions are summarized below in Table 3.

Table 3 - Estimated Town-Wide Water Use and Wastewater Generation

	Annual Average, gpd	Short-Term Peak, gpd
Current Wastewater Generation	1,670,000	3,340,000
Assumed Current Wastewater needing Collection	800,000	1,600,000
New Wastewater Generation	600,000	1,200,000
Assumed New Wastewater needing Collection	450,000	900,000
Assumed Future Wastewater needing Collection	1,250,000	2,500,000

For purposes of comparison, the estimated new wastewater flows for the study area (Table 2 - 360,000 gpd) is approximately 80% of the estimated Town-wide new wastewater flow needing collection (Table 3 - 450,000 gpd). If these early Town-wide projections prove out to be accurate, then the flows from the primary and secondary focus projects (360,000 gpd) would represent about 30% of the projected Town-wide need (1,250,000 gpd).

4.0 SITING REQUIREMENTS & CONSIDERATIONS

This section of the report summarizes the estimated land area requirements for treatment and disposal facilities and summarizes the key considerations related to siting the facilities. The sizing of wastewater facilities is generally governed by the short-term peak flow. Accordingly, the following flows have been utilized:

- 460,000 gpd as short-term peak, primary focus only (Table 2)
- 720,000 gpd as short-term peak, primary and secondary focus (Table 2)
- 2,500,000 gpd as short-term peak, estimated future town-wide (Table 3)

4.1 Treatment

In order to maximize future flexibility with regard to future wastewater needs, the Town would secure sufficient land area to locate a wastewater treatment facility that would address the study area needs as well as Town-wide future needs on a single site, whether or not it is used in that capacity in the long-term. A treatment facility for any of the above flow rates would be expected

to include preliminary, primary, secondary and advanced treatment (i.e., nitrogen removal to 3 to 5 mg/l) in accordance with the Cape Cod Commission Regional Policy Plan. At a single site, approximately 7 to 10 acres of land would be required to site a treatment facility of this size and nature.

4.2 Disposal

Similar to the discussion above regarding treatment facility siting, the Town would ideally secure sufficient land area to locate a wastewater disposal facility that would address the study area needs as well as town-wide future needs on a single site. However, it is often difficult to find land of sufficient size or infiltrative capacity in a single site. That said, it is not necessary to find a single site for effluent disposal, as effluent can be distributed to two or more sites in town.

Groundwater effluent disposal systems fall into one of two major categories. One type applies the effluent at the ground surface, while the other disperses the effluent below the surface. Surface application options include spray irrigation and rapid infiltration. Subsurface systems include leaching facilities (trenches, beds or chambers), wicks, and drip irrigation. The goal of both surface and subsurface approaches is to allow the effluent to percolate down to the groundwater and be carried away by the regional groundwater flow.

The relative weighting of advantages and disadvantages for a given disposal technology is best determined by considering the features of the specific site. Once potential effluent disposal sites are identified, the best pairing of sites and technologies will be addressed as composite wastewater plans are developed. The pairing depends on both the site and the disposal technology. All effluent disposal sites require proper separation distance from homes and businesses, property boundaries, water supplies and sensitive environmental receptors.

Given the constraints related to abutters as well as the Natural Heritage and Endangered Species Program (NHESP) requirements in the vicinity of the study area, it is most appropriate to favor subsurface disposal trenches or rapid infiltration basins (RIBs). We have completed an analysis of disposal land area needs based on multiple disposal scenarios including subsurface disposal

and rapid infiltration basins. The key factors and results of our analysis are summarized below in Table 4.

Table 4 - Land Required for Effluent Disposal

	For Peak Flow of 460,000 gpd		For Peak Flow of 2,500,000 gpd	
	Subsurface	RIB	Subsurface	RIB
Number of Sites	1	1	3	3
Loading Rate, gpd/sf	3	5	3	5
Reserve Area, %	25	25	25	25
Buffer Distance, ft	100	150	100	150
Gross Area Required, ac	10	11	45	44

Based on the short-term peak flows summarized above, approximately 10 acres of land on a single site would be required for an interim solution ("primary focus" area only), compared with the over 40 acres that are needed to accommodate the estimated future town-wide wastewater flows. For general planning purposes, the Town should expect that approximately 50 acres of land may be needed for a comprehensive town-wide solution.

It is important to note that this analysis is very sensitive to each of the noted variables. For example, if the loading rates for rapid infiltration basins could be increased from 5 gpd/sf to 7 gpd/sf, and the buffer zones could be reduced to 100 feet (by utilizing buffer zones on adjacent protected property), then a site of approximately 6 acres would be suitable for the effluent from the primary focus area.

The disposal facility(s) should not be located within the Zone IIs, within watersheds with significant nitrogen removal requirements (Popponesset Bay or Three Bay), or proximate to freshwater ponds. The disposal facility(s) would ideally be located in watersheds with no nitrogen removal requirements.

4.3 Summary

A summary of the siting considerations is presented below. The identified parcels are shown on Figure 4.

1. The Town should seek sufficient land to locate a single treatment facility to serve the primary and secondary focus projects as well as future town-wide needs in order to maximize future flexibility. Town-wide needs are expected to include some combination of public sewers, on-site denitrification systems, Title 5 systems as well as innovative approaches.
2. The treatment and disposal facilities should be located as far away from residential areas as possible to minimize public resistance to the proposed location.
3. The disposal facilities must be located outside the Zone IIs. As a result, several Town-owned parcels have been eliminated from consideration for disposal; including Parcels 28--055, 056 and 057, since they are not appropriate for effluent disposal.
4. Several Town-owned parcels near the Industrial Park appear reasonable for use as a treatment location; including, Parcels 28--055 (12.90 acres) and 28--057 (6.04 acres). These are within the Zone IIs and in the Sandwich Harbor watershed.
5. One Town-owned parcel near the Industrial Park appears reasonable for use as a disposal location; including, Parcel 28--058 (6.13 acres). This is outside the Zone IIs and in the Sandwich Harbor watershed.
6. Several privately-owned parcels near the Industrial Park appear reasonable for use as disposal locations, including Parcels 28--041 (20.00 acres), 28--060 (38.81 acres) and 28--037 (47.54 acres). These are outside the Zone IIs and in the Sandwich Harbor watershed, with the exception of 28-037, which is outside the Zone II and straddles the boundary between the Sandwich Harbor and Scorton Creek watersheds.
7. Two additional Town-owned parcels in the study area also appear reasonable for use as disposal location(s); including, Parcels 28--101 (5.04 acres), 28--102 (17.51 acres) and 28--121 (9.15 acres). These are outside the Zone IIs and in the Scorton Creek watershed.
8. A hydrogeologist should evaluate the influence of effluent flow and groundwater mounding from the effluent disposal site(s) in relation to the edge(s) of the delineated

Zone IIs as well as any nearby private wells. Each of the sites identified above has significant depth to groundwater, therefore, groundwater mounding is not expected to govern the decision making process.

9. The selected treatment and disposal sites will likely need to be re-zoned to be consistent with Town requirements, or the Zoning By-Laws will need to be modified to allow for treatment and/or disposal in the current zones. The Town will need to clarify whether municipally-owned effluent disposal sites, if separate from a treatment facility, are excluded from any zoning districts.
10. The Town should encourage the developers to accept some wastewater effluent for reuse within their projects, as this will reduce the Town's ultimate need for disposal sites.
11. In addition to conveying flow from sources to the treatment facility, the collection system layout should consider several items, including: facilitating future connections to neighborhoods that may later need public sewer (e.g. nitrogen loading, failing septic, water supply protection, etc.); and facilitating effluent reuse.

5.0 REGULATORY REQUIREMENTS

There are numerous and complicated regulatory constraints for a project of this type. These constraints are summarized below.

5.1 Town

Sandwich Zoning Article V creates Water Resource Protection Districts that are coincident with the delineated Zone II areas for Sandwich Water District public supply wells. This article states that wastewater treatment plants are prohibited from a Zone II unless the discharge is located outside of the Zone II, and that for all uses, combined wastewater flow disposed on-site shall not exceed 20,000 gpd.

Sandwich Zoning allows that a wastewater treatment facility may be located only in an Industrial or Marine Zone. That requirement notwithstanding, the treatment facility could otherwise be located in any watershed and/or within a Zone II (with approval from the Town and the Sandwich Water District) as long as the disposal location is outside the Zone II. The

treatment facility does not need to be co-located with the disposal facility. Current zoning does not appear to specifically address where it is allowable to locate effluent disposal if physically separate from treatment.

Sandwich Board of Health (BOH) Groundwater Protection District Regulations requires additional Board of Health review and obtaining a water quality certificate for developments in this district that potentially use or generate toxic or hazardous substances including petroleum products, sludge or septage, pesticides or herbicides, animal manure, car washes, chemical or bacteriological laboratories, metal plating and other uses.

Sandwich BOH Regulation for the Design, Operation & Maintenance of Small Wastewater Treatment Facilities limits the volume of sewage flow from any project to the aggregate volume that would be generated by each lot within the project area based upon the sizing criteria for a septic system in full compliance with Title 5. This regulation also establishes standards for the design, operation and monitoring of private WWTFs.

Sandwich BOH Nitrates Loading Policy limits the average recharge nitrate concentration of a project to 5 ppm. It is more stringent than the Cape Cod Commission Technical Bulletin 91-001 with respect to: recharge rate (17 inches used instead of 19 inches from TB91-001); flow (no adjustments are made with occupancy, instead full Title 5 flows are used); and concentration (40 mg/l are used for nitrate nitrogen concentration in sewage effluent instead of 35 mg/l).

5.2 Department of Environmental Protection

DEP has established a policy that prohibits the issuance of a groundwater discharge permit in a nitrogen-sensitive watershed unless the applicant has already put into effect a project that removes an existing nitrogen load equal to or greater than the load the that proposed project will add to the groundwater. Based on discussions with DEP staff, the nitrogen offset must be in place on or before the start-up of the proposed new WWTF; the applicant cannot merely fund a related study or set money aside for Town use on a future project. A nitrogen-sensitive watershed is one where a draft or final MEP Technical Report indicates that a reduction in

nitrogen load is needed to restore or maintain water quality, even if a TMDL has not yet been issued. At this time, DEP will not apply this policy in watersheds where no MEP technical report has been issued.

5.3 Cape Cod Commission

The proposed interim wastewater solution would likely be considered to be a Development of Regional Impact (DRI) under the Cape Cod Commission's enabling legislation and its Regional Policy Plan (RPP). Many of the projects proposed by the individual developers would also require DRI approval by the Commission. There are several regulatory constraints that apply to this project.

The Commission has adopted a "fair share" approach as a literal application of a TMDL to project-scale development in sensitive watersheds as a way to implement its **Minimum Performance Standard WR3.1**. This approach applies unless a comprehensive wastewater management plan is in place. In general terms, the fair share is computed by dividing the threshold septic nitrogen load for an embayment (as documented in a MEP Technical Report) by the total area of that embayment's watershed. The Commission staff makes adjustments in the watershed area to account for certain factors, and adjusts the allowable load to account for natural attenuation. As reported in the Commission's *DLTA Report*, the fair shares for portions of the Popponesset and Three Bay watersheds in Sandwich have been computed to be 2.96 kg/yr/acre and 30.5 kg/yr/acre, respectively. For example, a 10-acre parcel in the Three Bay watershed would be allocated a fair share load of 305 kg/yr. If the nitrogen loading from the proposed project is less than that, then the applicant has complied with RPP Performance Standard WR3.1. If the proposed load is greater than 305 kg/yr, then the applicant must either: 1) provide an offset (such as by collecting and treating wastewater from nearby unsewered neighborhoods), or 2) pay a fee to the Commission equal to \$1,550 per annual kg of loading. The offset or fee basis is the load in excess of the fair share. The fee is placed in escrow and then made available to towns for developing or implementing wastewater management strategies.

A project with a proposed 300 kg/yr discharge in the Popponesset watershed would be required to provide a 300 kg/yr offset in order to secure a DEP groundwater discharge permit, but would meet the Commission's fair share policy without an offset. In this case, the DEP policy would supersede the Commission policy.

By way of comparison, the current SSVF flows produce a total of approximately 1,130 kg/yr of nitrogen (23,000 gpd at 35 mg/l) and the Interim Solutions WWTF would produce a total of approximately 1,590 kg/yr of nitrogen (230,000 gpd at 5 mg/l) for the primary focus flows.

Minimum Performance Standard WR3.2 covers the circumstances where a DRI is located in the watershed of an embayment where there is evidence of water quality degradation, but a MEP Technical Report is not yet available. In this case, the project cannot increase the nitrogen loading in the watershed. An offset must be provided, or the above-noted fee must be paid. It is our understanding that this minimum performance standard is applied on a case-by-case basis, and to date has not been applied to projects in the Sandwich Harbor and Scorton Creek watersheds.

Other Commission-imposed constraints:

- A public or private wastewater treatment facility cannot be located in a Zone II unless the facility serves to remediate existing problems (**MPS WR2.3 and WR5.2**)
- Nitrate loading from the project must be below 5 ppm for projects in general and below 1 ppm in potential water supply areas, based on the Commission's Technical Bulletin 91-001. The nitrate loading limit reverts to 5 ppm in a potential water supply area if the Town or the Water District signs off. (**MPS WR2.1 and WR2.6**).
- **MPS WR6.1** prohibits a private WWTF if a feasible public option is expected to be constructed within 3 years.
- All WWTFs must meet a 5 ppm total nitrogen limit, either in the effluent or in the groundwater at the downgradient property line. (**MPS 6.2**).
- **MPS WR6.5** requires that projects with private WWTFs give the municipality the opportunity to take ownership when so desired by the municipality.

- No WWTFs are allowed in ACECs or critical wildlife habitat. (MPS WR6.6)
- WWTFs larger than 2,000 gpd must participate in a Operation, Maintenance and Compliance Agreement (OMC Agreement) with the Commission and the local BOH. (MPS WR6.9), if the effluent limit is lower than would be included in the typical groundwater discharge permit (10 mg/l).

5.4 Massachusetts Environmental Policy Act (MEPA)

The Massachusetts Environmental Policy Act (MEPA) requires that the project proponent study the environmental consequences of their actions, including permitting and financial assistance. It also requires the proponent to take all feasible measures to avoid, minimize, and mitigate damage to the environment. MEPA applies to any projects that exceed MEPA review thresholds and that require a state agency action, specifically that they are either proposed by a state agency or are proposed by municipal, nonprofit or private parties and require a permit, financial assistance or land transfer from state agencies. MEPA review provides the mechanism through which this information collection and mitigation mandate is executed, and it empowers the Secretary of the Executive Office Energy & Environmental Affairs (EOEEA) to oversee the review process. The process is public and encourages comments from citizens and from state, regional and local agencies. Based on our understanding of the various individual projects (as well as the potential joint project), none of the projects described herein appear to require a Mandatory Environmental Impact Report (EIR) for wastewater issues; however, most of the projects would require an Environmental Notification Form (ENF) and review. The most significant components of the MEPA review for this project is expected to include the Natural Heritage and Endangered Species Program, as described below, and the public input.

5.5 Natural Heritage and Endangered Species Program

Most of the existing undisturbed land in the study area is within the Priority Habitats of Rare Species area and the Estimated Habitats of Rare Wildlife area designated by the Natural Heritage and Endangered Species Program. This will require careful consideration of the total amount of land to be disturbed for development as well as for the associated wastewater collection, treatment and disposal facilities. At the 2011 Annual Town Meeting, the Sandwich Board of

Selectmen received voter approval to place conservation restrictions on approximately 38 acres of land to serve as an offset for the disturbance of approximately 20 acres of land for the purposes of wastewater treatment and disposal in the vicinity of the study area. These parcels are identified in Appendix A. The disposition of these parcels should be revisited prior to submitting the MEPA ENF.

5.6 Summary

The regulatory requirements create considerable complexity; however, the constraints are more readily resolved if the effluent disposal is located in the Sandwich Harbor or Scorton Creek watershed and those watersheds are found not to be nitrogen limited (refer to Section 12.0 - Management of Risk Associated with Future MEP Reports). Several items require additional communication and coordination with regulatory agencies prior to implementation. These items are identified in the Implementation section of this report and are listed below:

- Coordinate sign-off with Town and Water District regarding use of undeveloped land in a potential water supply area.
- Change zoning to allow for the wastewater treatment and disposal in portions of the study area.
- Confirm approach to location of treatment and disposal facilities with Commission staff (RPP MPS WR2.3 and WR5.2).
- Confirm MEPA review process.
- Confirm NHESP habitat protection offsets for recommended alternatives and proposed development plans.

6.0 IDENTIFICATION OF ALTERNATIVES

We have identified a number of alternatives to address wastewater needs in the study area. These alternatives are described below.

1. **Construct Treatment Works near the Industrial Park.** Under this alternative, wastewater infrastructure would be planned for the primary and secondary focus projects and for all future town-wide needs; however, construction would only be for the primary focus projects. The collection system would serve the designated projects and would consist of conventional gravity sewers, with pump stations and force mains where necessary. The treatment and disposal facilities would be located on land to the northeast of the Industrial Park (in the Sandwich Harbor and Scorton Creek watersheds). This alternative has been carried forward for more detailed consideration. (Disposal facilities located on Massachusetts Military Reservation (MMR) land in the Canal South watershed but outside the Zone II would be ideal; however, given the time constraints on this project, this option does not appear feasible as an interim solution. Disposal facilities located on MMR land should be considered in the CWRMP.)

2. **Construct Collection Facilities with Discharge to the MMR System.** The existing Massachusetts Military Reservation (MMR) WWTF has a current average daily flow of 210,000 gallons per day as compared to an design average daily capacity of 300,000 gallons per day (alternatively, the current short-term peak flow is 580,000 gallons per day as compared to a design short-term peak flow of 800,000 gallons per day). The flow rate for primary focus projects is slightly higher than the remaining capacity at the MMR WWTF. This alternative has been eliminated from consideration, since the time to plan and implement expansions of these facilities would not be compatible with the time constraints of this project; however, use of the MMR system should be considered in the CWRMP.

3. **Construction Collection Facilities with Discharge to the Town School Systems.** The primary focus flow rate is significantly higher than the overall disposal capacity of the Town school systems. The Forestdale School site is located entirely within a Zone II and a portion of the Oak Ridge School site is located within a Zone II. The High School is located entirely outside of a Zone II. We have assumed that the Town does not want to implement a significant expansion of wastewater treatment operation at the High School. Given the lack

of favorable conditions described above, this alternative has been eliminated from consideration.

4. **No Action.** Under this alternative, the Town would end any efforts related to facilitating a wastewater solution for the study area. Since much of the land in the Interim Solutions study area is either in a nitrogen-sensitive watershed or a Zone II Wellhead Protection Area, this alternative would significantly limit the type, nature and size of development until such time as a comprehensive wastewater solution is available. Under this scenario, the developers could implement projects of significantly smaller size and scope or could propose less conventional approaches (e.g., urine diversion, composting toilets, etc.). The "No Action" alternative carries an opportunity cost to the developers (land cannot be developed to its highest use) and to the Town (missed tax revenues, land cannot be developed for civic uses). This option is contrary to the stated purposes of this investigation but becomes the de facto choice if this study is not brought to a successful conclusion.

Methods to address procurement and project delivery are described in Section 9 of this report.

7.0 DESCRIPTION OF RECOMMENDED ALTERNATIVE

Given the overall constraints on the study area, Alternative 1 (Construct Treatment Works near Industrial Park) is the recommended alternative. The components of the recommended alternative are summarized below and are depicted on Figure 5.

- **Collection:** Sewage Pump Stations (2)
Sewers (19,200 ft, 8-inch and 12-inch dia.)
Sewage Forcemain (8,500 ft, 4-inch dia.)
- **Treatment:** Located on Parcel 28--057 (or Parcel 28--055)
Design Short-Term Peak Flow of 460,000 gpd
Preliminary Treatment
Primary Treatment
Sequencing Batch Reactor (biological nitrogen removal)

Denitrification Filters and Disinfection

Effluent Disposal Pump Station

Effluent Forcemain to Disposal (500 ft & 5,000 ft, 4-inch dia.)

- Disposal: Located on a combination of Parcels 28--058, 041, 101, 102, 121
Design Short-Term Peak Flow of 460,000 gpd
- Other: Extend public water to houses on Kiah's Way Extension.

The Town could also consider constructing an effluent reuse forcemain to the Industrial Park and SSVC in order to encourage the reuse of effluent (10,500 ft, 4-inch dia.). This item has not been incorporated in the project costs.

8.0 PLANNING-LEVEL PROJECT COST ESTIMATES

The participants will each be faced with costs in two categories, regardless of whether they act individually or cooperatively in a joint solution. The first category is "capital cost", the cost to plan, permit, design and build the needed facilities. The second category is "operation and maintenance (O&M) costs" which include the ongoing annual expenses to run the facilities (e.g., labor, electrical energy, fuel, chemicals, biosolids disposal, laboratory testing, equipment maintenance, etc.).

We have applied the cost model presented in the Barnstable County Cost Report ("*Comparison of Costs for Wastewater Management Systems Applicable to Cape Cod*", April 2010). This cost model includes the following key components:

- wastewater collection,
- transport-to-treatment,
- wastewater treatment,
- transport-to-disposal,
- effluent disposal,
- sludge/septage handling, and
- land acquisition.

The cost model was populated with key technical data on each of the alternatives (e.g., linear feet of pipe, number of pump stations, size of treatment facility, etc.). Once basic construction costs were estimated, allowances were added for: contingencies; technical services and legal expenses; site investigation costs; and land costs.

Table 5 presents a summary of the capital costs, annual operating cost and "present worth" cost estimates for the recommended alternative. A present worth analysis is a standard economic tool that allows the calculation of a single "cost" to represent the combination of capital costs and annual expenses for operation and maintenance. In essence, the present worth represents the amount of money that one would invest to be able to pay the capital costs at the beginning of the project and allow periodic withdrawals to pay the annual O&M expenses over a certain period at a given interest rate. For the purposes of this study, the present worth has been computed assuming a 4% interest rate (public) or 5% interest rate (private) and a 20-year planning period. All costs presented herein are expressed in projected future dollars (August 2012, ENR Construction Cost Index 9450, projected). Table 5 also presents a summary of the costs associated with "No Action" by the Town, with each of the primary focus developers acting individually.

Construction of wastewater treatment works will be an expensive undertaking, estimated at \$25M, but it will position the Town to promote the desired growth. It is important to emphasize the economies of scale related to construction of a joint facilities rather than multiple individual projects. Specifically, construction of a joint project is estimated to save over \$15M in capital costs and just under \$1.2M annually on operations and maintenance expenses when compared to the cumulative costs of numerous developers constructing multiple smaller projects on their own.

Table 5 - Planning-Level Cost Estimates
Interim Wastewater Solutions (August 2012, ENR CCI 9450, projected)

	Alternative 1 Treatment Works (0.46-mgd)	Alternative 4 No Action by Town (indiv. projects)
Construction		
Collection and Transport to Treatment	\$5.0 M	\$6.8 M
Treatment	\$10.6 M	\$18.9 M
Transport to Disposal and Disposal	\$2.9 M	\$1.8 M
<i>Construction Subtotal</i>	<i>\$18.5 M</i>	<i>\$27.5 M</i>
Construction Contingency, Administration, Legal and Technical Services (35%)	\$6.5 M	\$12.7 M
Total - Capital Cost	\$25.0 M	\$40.2 M
Annual Operation & Maintenance (O&M)	\$0.97 M	\$2.16 M
Present Worth of Annual O&M	\$12.0 M	\$26.9 M
Total - Present Worth of Alternative	\$37.0 M	\$67.1 M

9.0 AVAILABLE PROJECT DELIVERY METHODS

The Town requested that legal counsel identify the methods by which wastewater facilities could be designed, built and operated (so-called "project delivery methods") available for this project, and to address relevant issues. The recommended project delivery options are detailed in a letter from Kopelman and Paige to George Dunham dated July 8, 2011 (Appendix B) and are briefly summarized below. Please refer to Appendix B for a more detailed description of each option.

- **Option A - Traditional Publically Owned Treatment Works (POTW).** Wastewater collection, treatment and disposal facilities would be constructed by the Town as a conventional design-bid-build project. The Town would operate the facilities, either with Town staff or on contract basis. This approach would require approval at Town Meeting. This is a traditional approach and was most recently implemented in Chatham.

- **Option B - POTW via Design-Build-Operate Contract.** Wastewater collection, treatment and disposal facilities would be constructed on behalf of the Town via a design-build-operate ("DBO") approach. The Contractor would operate the facilities on behalf of the Town for a specified period of time. This approach would require special legislation initiated under a Home Rule petition approved at Town Meeting. This is a less common approach and was most recently implemented in Provincetown.
- **Option C - Privately Owned Treatment Facility on Town Land.** Wastewater collection facilities would be constructed by the Town and/or private parties. Wastewater treatment and disposal facilities would be constructed by a private party (or perhaps a consortium of developers) on Town land leased to that private party. The Town and other interested parties would contract with the treatment facility owner for capacity. The private party would operate the treatment and disposal facilities. This approach would not require special legislation; however, this option may not have a precedent on this scale and would require very careful legal and financial planning to successfully execute it.
- **Option D - No Action.** Under this option, the Town would take no action to facilitate a wastewater solution for the study area, other than to participate through the regulatory process. The developers would need to solve their wastewater needs independently.

10.0 RECOMMENDED PROJECT DELIVERY METHOD

As a preferred project delivery method is determined, consideration should be given to the cost and time aspects associated with each option, for example:

- Option A requires the successful negotiation of a binding memorandum of understanding (MOU) between the Town and specific developers relatively soon. The MOU would need to address legal and financial issues, such as land ownership and transfer, financial contribution and timing.

- Option B would require a Town Meeting vote relatively soon to allow for special legislation under a Home Rule petition.
- Option C would require an extensive request for proposals (RFP) to procure the treatment works. The RFP would need to address legal and technical issues and would take time to obtain and review proposals.

The recommended project delivery method should be selected with consultation from the Town's attorney.

11.0 COST ALLOCATION METHODS

Given the public and private interests involved in this project, the allocation of costs among interested parties must be given due consideration. The applicable costs for this project will consist of:

- Capital costs to plan, design, permit and construct the initial facilities;
- Capital costs to plan, design, permit and construct the future facilities;
- Annual costs associated with operations and maintenance of the facilities, including appropriate capital reserve account for major maintenance;
- Funds placed in escrow for future nitrogen offsets in the event that Sandwich Harbor and Scorton Creek require nitrogen removal to meet a future Total Maximum Daily Load.

There are numerous methods to allocate the various costs described above (e.g., equal or uniform allocation, based on flow, based on nitrogen load, etc.). The method of cost allocation must be fair but does not require absolute precision. Increasing precision often comes with increasing complexity and administrative cost. Ultimately, the participants will need to agree upon the cost allocation method. Further detail on this matter is beyond the scope of this study. For the purposes of this study, we have assumed that costs associated with transport to treatment, treatment, transport to disposal, and related project costs will be allocated based on flow. Costs associated with collection will be allocated to each project individually. A preliminary allocation of capacity and cost is presented in Table 6 below.

Table 6 - Allocation of Capacity and Cost (Primary Focus Only)

Developer	Primary Flow Projects Short-Term Peak Flow gpd	% of Total, Flow & Cost	Cost Allocation
Tsakalos Realty Trust	147,800	32%	\$8.2M
Autumnwood, LLC	80,000	17%	\$4.2M
PA Landers, Inc.	24,000	5%	\$1.5M
SSVC & Industrial Park (Town)*	114,800	25%	\$5.9M
Sandwich Housing Authority	8,000	2%	\$0.5M
RFP for SSVC	70,000	15%	\$3.7M
Housing Assistance Corp.	19,600	4%	\$1.0M
Total	464,200	100%	\$25.0M

* This line item includes 20+ privately-owned parcels that have been aggregated into one group.

12.0 MANAGEMENT OF RISKS RELATED TO FUTURE MEP REPORTS

The over-riding goal of wastewater management on Cape Cod is removal of nitrogen from the watersheds of sensitive coastal embayments. Currently, MEP technical reports are completed for the Popponesset Bay and Three Bay watersheds. Those reports show that existing nitrogen load must be reduced by 61% and 60%, respectively, to restore water quality. In addition, steps must be taken to eliminate 100% of nitrogen loads from new projects and developments in those watersheds. Therefore, effluent from the study area will not be directed to the Popponesset Bay or Three Bay watersheds and will be directed to other watersheds. Given the distribution of land in Town, the Sandwich Harbor, Scorton Creek and Canal South are the most likely candidates for effluent disposal. The Town owns significant acreage of land in the Sandwich Harbor and Scorton Creek watersheds. MEP technical reports are underway for the Sandwich Harbor and Scorton Creek watersheds and are not expected to be completed until 2012. It is unknown at this time whether there will be nitrogen removal requirements. Given this uncertainty, it is important

to identify methods to manage the nitrogen-related risks associated with advancing developments. Several approaches to managing this risk are identified below:

- Do not locate disposal facilities in the Sandwich Harbor or Scorton Creek watersheds.
- Identify specific capital projects that would be used to address future nitrogen removal requirements associated with either or both watersheds. Require that the developers put money in escrow to implement these projects.

Examples of capital projects which could be implemented as nitrogen offsets include:

- Construct the disposal facilities as temporary facilities and be prepared to abandon (if required) and replace them with disposal facilities in areas where nitrogen capacity exists.
- Reserve land in Scorton Creek watershed for future disposal facilities in the event that Sandwich Harbor watershed requires nitrogen removal and Scorton Creek does not.
- Provide public sewers, denitrification systems, urine diversion systems or composting toilet systems to a sufficient number of properties in the watershed(s) to remove the equivalent amount of nitrogen which was added to the watershed(s).
- Provide for effluent reuse within the project area or within the watershed(s) to reduce the volume of effluent disposed. There are several possibilities for effluent reuse, including lawn irrigation and toilet flushing. The requirements for effluent reuse are governed by the DEP under its Reclaimed Water Permit Program and Standards (314 CMR 20.00).

A nitrogen offset may be required for disposal sites located in the Sandwich Harbor and/or Scorton Creek watersheds. Therefore, we recommend that a "contingent nitrogen offset" be conceptualized and agreed to by all parties. It may be appropriate to address costs related to the contingent nitrogen offset in the form of an escrow account. Evaluating and selecting a nitrogen offset is beyond the scope of this study.

13.0 IMPLEMENTATION PLAN

There are many planning and administrative issues that need to be addressed if interim wastewater solutions are to be developed in Sandwich. The following implementation items, generally listed in order of action, will be required in order to implement this project.

1. Distribute this draft report for review by the Town Board of Selectmen. Revised and circulate an updated draft report, if desired by the Board.
2. Determine the preferred project delivery method.
3. Solicit input from DEP and the Cape Cod Commission on regulatory issues.
4. Convene a meeting(s) with interested parties, including the developers.
5. Finalize location of treatment and disposal facilities. Finalize location of potential Town roads between Route 130 and Quaker Meetinghouse Road.
6. Coordinate sign-off with Town and Water District for use of existing undeveloped land in potential water supply areas for use as effluent disposal sites.
7. Prepare and execute Memoranda of Understanding (or more binding agreements) to gain binding financial commitment from each private interest.
8. Coordinate NHESP habitat protection offsets for private development as well as for future Town facilities. Confirm interpretation of 2011 Annual Town Meeting Article 22 (Land Use Restrictions on Town Property) with NHESP.
9. Coordinate site location(s) with Massachusetts Historical Commission.
10. Determine the time needed for design, construction and local approvals and incorporate that time into a final implementation schedule.
11. Finalize this report to address all comments received and distribute to interested parties.
12. Establish "contingent nitrogen offset" for Sandwich Harbor and Scorton Creek watersheds.
13. Initiate MEPA and DRI review process.

14. Hold Special Town Meeting (October 2011) and/or Annual Town Meeting (May 2012) to address items requiring Town Meeting approval, including:
 - a. Change zoning, as required to support treatment, disposal and development.
 - b. Acquire or sell land.
 - c. Appropriate funds for capital or operation costs.
 - d. Authorize pursuit of special legislation, if required.
 - e. Authorize Selectmen to layout a system of common sewers.
15. Complete property acquisition transaction(s) for privately-owned parcels identified as potential treatment and disposal sites. Acquire existing private properties that may constrain siting. Settle title disputes (if any).
16. Initiate proceedings to extend public water to selected properties near disposal sites, if necessary.
17. Obtain access to parcels for hydrogeologic investigations and testing.
18. Complete Preliminary Design.
19. Complete Town and State permitting, including Town Site Plan, DEP Groundwater Discharge Permit application and WWTF Site Assignment.
20. Obtain other State approvals.
21. Reserve and preserve all Town-owned land for municipal wastewater treatment and disposal until CWRMP is completed.
22. Design, construct and start up the wastewater solution.

14.0 PRELIMINARY IMPLEMENTATION SCHEDULE

Several of the developers have expressed some urgency in advancing wastewater solutions. Accordingly, a fast-track implementation schedule has been developed. This preliminary implementation schedule is outlined below.

Meet with Board of Selectmen	Aug. 2011
Meet with developers	Sep. 2011
Prepare Memorandum of Understanding with developers	Sep. 2011
Hold Special Town Meeting for selected items	Oct. 2011
Execute a Memorandum of Understanding with developers	Oct. 2011
Finalize Report and Initiate MEPA and DRI Reviews	Nov. 2011
Secure land for treatment and disposal	Dec. 2011
Complete preliminary design	Mar. 2012
Complete groundwater discharge permit application	Mar. 2012
Hold Town Meeting for additional items (as necessary)	May 2012

The execution of a Memorandum of Understanding between the developers and the Town is a critical step. It should be detailed enough to confirm each developer's participation in the project at a fixed flow rate and with a fixed percentage contribution for a well-defined set of next steps.

APPENDIX A
Wright-Pierce
Estimate of Wastewater Flows

TO:	File	DATE:	30 June 2011
FROM:	Ed Leonard	PROJECT NO.:	12217B
SUBJECT:	Sandwich CWRMP - Interim Wastewater Solutions Summary of Projects and Associated Wastewater Flows in the Study Area		

This memorandum summarizes the projects and associated flows which will be utilized for the Interim Wastewater Solutions project. A draft of this memorandum was distributed to Town staff on 23 May 2011. This memorandum incorporates comments received from the Town during meeting held on 21 June 2011 and 29 June 2011.

Study Area

Several meetings were held among Town staff, Horsley Witten Group (representing Tsakalos), Mark Wisentaner and Wright-Pierce in order to develop a full understanding of the development potential within the study area. The study area includes a number of specific projects which are in various stages of conceptual planning and permitting, including:

- The "Community Green" project being developed by Housing Assistance Corporation.
- The "Autumnwood" affordable housing project being developed by Wisentaner.
- The "Forestdale Village" project being developed by Powers.
- Existing schools with individual wastewater treatment plants (Forestdale, Oak Ridge, High School)
- Vacant land and existing properties owned in SSVC by Tsakalos.
- Vacant land owned by the Town and Sandwich Housing Authority (SHA) in SSVC.
- Vacant land owned by the SHA in the South Sandwich Residential Area.
- Vacant land owned by Wisentaner in the Ridge District ("Highland Passage").
- Vacant land owned by the Town, Landers, Bevilacqua in or adjacent to the Industrial Park.

The parcels in the study area were divided into two categories, "primary focus" and "secondary focus". Development projects on the primary focus parcels were determined to be likely to occur within one to three years of an implemented wastewater solution. The secondary focus parcels were included because their development would be anticipated once a wastewater solution was implemented, but more likely in the five- to ten-year time horizon. The determination as to which parcels were primary and secondary focus was made by the Town based on direct feedback from potential developers.

Wastewater Flows

Estimating wastewater quantities started with the parcel-by-parcel water use records provided by the Sandwich Water District and incorporated into the Town's most up-to-date GIS database. Total metered water use for the 3-year period, 2007 to 2009, was utilized to assess the existing water use for parcels within the study area.

We have utilized the following terminology in order to categorize and estimate wastewater flows:

- Current Conditions. Conditions represented by the general population, level of commercial activity and wastewater generation rates that exist at the present time.
- Future Conditions. Conditions that will exist once additional development occurs in Sandwich at some point in the future.
- New Flow. The increase in wastewater flows caused by growth, development and redevelopment.
- Annual Average Flow. The total wastewater flow over the course of one year, divided by 365 days per year (indicated in gallons per day, gpd). Annual average flows are of particular interest when considering the impact of wastewater flow on the environment (i.e. groundwater, coastal waters, etc.).
- Short-Term Peak Flow. Wastewater flow during a two to three day peak event, such as Fourth of July weekend (indicated in gallons per day, gpd). Short-term peak flows are of particular interest when sizing wastewater collection, treatment and disposal facilities.

In general, Title 5 (Massachusetts 310 CMR 15) has been used as the basis for the unit flows. Title 5 provides unit flow rates for various types of developments - residential, commercial, institutional, etc. While the use of Title 5 unit flow rates is a relatively crude method to estimate wastewater flow, it is the industry standard approach in the absence of specific development plans. This approach is a reasonable approach for facilities of this size.

Current Wastewater Flows: The majority of the parcels in the study area are connected to the public water system, and their water use is measured twice per year by the Sandwich Water District. The difference between the measured water flow and the estimated wastewater flow is termed "consumptive use" and includes such things as lawn irrigation, outdoor showers, water incorporated into a manufactured products, etc. (collectively estimated at 10% of water use). Actual annual average water use was converted to estimated annual average wastewater flow. Short-term peak wastewater flow was estimated by multiplying the annual average wastewater flow by a factor to two (as suggested in Massachusetts 310 CMR 15, Title 5).

New Wastewater Flows: New wastewater flows fall into two major categories: **new development on vacant land; and redevelopment of existing properties.** New wastewater flows were estimated for development of vacant land in the following manner:

- Short-term peak flows were provided by the developer; or
- Short-term peak flows were estimated by the Town or Wright-Pierce using Title 5.

New wastewater flows were estimated for redevelopment of land in the following manner:

- For existing facilities or proposed projects with an existing DEP Groundwater Discharge Permit, the permitted flow was input as the short-term peak flow.
- For existing properties without an existing treatment system (e.g. properties in the SSVC or Industrial Park), new redevelopment flow was set at 20% of existing wastewater flow.

Compatibility with the 2009 Local Comprehensive Plan

The Town's Local Comprehensive Plan was utilized as the basis for type and nature of future development (e.g., residential, commercial, mixed, industrial, etc.); however, the Local Comprehensive Plan utilized slightly lower unit flow values than are indicated in Title 5. The detailed backup information regarding the how the unit flow values were derived for the Local Comprehensive Plan were not available; therefore, the Town decided that Title 5 unit flows should be used to be more conservative. In summary, development within the study area is consistent with the Local Comprehensive Plan, although at higher wastewater flows.

SANDWICH CWRMP Summary of Parcels Being Considered		Interim Wastewater Solutions									
LCP Area	Project Name	Owner	Map/Lot	Area, acres	Priority Focus	Located in Zone B?	Watershed Location	Existing GWD Permit?	Existing WW Flows, gpd Ann. Avg.	Proposed WW Flows, gpd Ann. Avg.	Notes
SSVC Existing		Tsalabos	Various	24	P	AI	Popp/3B/SH	No	11,600	23,200	CCC D.L.T.A. Future WW equals +20% over existing
SSVC Existing		Various	Various	40	P	AI	Popp/3B/SH	No	13,100	26,200	CCC D.L.T.A. Future WW equals +20% over existing
SSVC Pop Warner		Town	17-134	18	P	AI	Popp/3B/SH	No	0	0	CCC D.L.T.A. Future WW equals +20% over existing
SSVC New Tsalabos		Tsalabos	Various	25	P	AI	Popp/3B/SH	No	0	60,000	Undeveloped. Horsley Wilson (8 Sept 2010, 28 April 2011)
SSVC New Town-issued RFP		Town	Various	95	P	AI	Popp/3B/SH	No	0	35,000	Undeveloped. Local Comprehensive Plan.
SSVC New SHA		SHA	Various	10	S	AI	Popp/3B/SH	No	0	4,000	Undeveloped. Local Comprehensive Plan (24 units, Town)
		Subtotals		177					34,700	172,800	287,200
SSRA Community Green		HAC	Note 4	43.84	P	<25%	SH	Yes	0	9,800	GWD#992-0. Affordable housing component
SSRA Autumnwood		Watershaver	28-007	47.5	P	None	SH/SC	No	0	40,000	Affordable housing component. Developer estimate
SSRA SHA - Geo. Farnsworth		SHA	28-98	10.0	P	None	SC	No	0	4,000	Affordable housing component (24 units, Town)
		Subtotals		103.34					0	53,800	107,600
IND Existing		Various	Various	428.1	P	AI	SH	No	18,100	36,200	CCC D.L.T.A. Future WW equals +20% over existing
IND New		Various	Various	-	P	AI	SH	No	0	20,000	Allowance to parcels
IND New		Landings	Various	-	P	AI	SH	No	0	12,000	Allowance to parcels
IND New		Banquoque	28-053	15.9	S	AI	SH	No	800	12,000	Allowance to parcels
		Subtotals		444					18,900	68,200	111,400
RD None		Town	28-055	12.6	P	AI	SH	No	0	0	Undeveloped, considered for Treatment and Disposal
RD None		Town	28-056	12.3	P	AI	SH	No	0	0	Conservation restriction approved at 2011 Annual Town Mtg
RD None		Town	28-057	8.04	P	AI	SH	No	0	0	Conservation restriction approved at 2011 Annual Town Mtg
RD None		Town	28-058	6.13	P	<10%	SH	No	0	0	Undeveloped, considered for Treatment and Disposal
RD None		Town	28-067	7.25	P	None	SH/SC	No	0	0	Undeveloped, considered for Treatment and Disposal
RD None		Town	33-048	18.7	P	None	SH	No	0	0	Conservation restriction approved at 2011 Annual Town Mtg
RD None		Town	28-101,102	22.6	P	None	SC	No	0	0	Conservation restriction approved at 2011 Annual Town Mtg
RD Highland Passage		Watershaver	28-059,060	38.6	S	<50%	SH	No	0	40,000	Developer estimate
RD Spaulding Rehab Hosp		Spaulding	33-053	46.3	S	Some	SH	No	6,900	13,800	Allowance. Future WW equals +50% over existing
RD Oak Ridge School		Town	28-121	59.9	S	Some	SC	Yes	1,600	10,000	Existing WWTF needing repair
RD High School		Town	34-002	63.4	S	None	SH/SC	Yes	8,700	13,400	Existing WWTF needing repair
		Subtotals		388.9					16,200	37,400	151,700
FRA Forestside School		Town	17-010	44.1	S	AI	Popp	Yes	2,600	10,000	Existing WWTF needing repair
FRA Forestside Village		Powers	Note 4	58.9	S	None	Popp	No	0	25,000	Development approved on 4/15/2010 (does not include nitrogen off)
		Subtotals		103					2,600	35,000	76,000
		Subtotal, Primary Focus >>							42,800	85,600	484,200
		Subtotal, Secondary Focus >>							19,400	39,800	126,650
		TOTAL >>							62,200	124,400	358,950
											717,000

NOTES
1) Existing water use data for SSVC and Industrial Park were taken from the COC D.L.T.A report and correlated with the W.P. database. Wastewater was estimated at 95% of water use
2) Proposed flows for SSVC are consistent with estimates in COC D.L.T.A Report, but are slightly higher than those presented in the 2009 Local Comprehensive Plan.
3) Housing Assistance Corp. multiple parcels. Map 28-41, 42, 43, 48
4) Forestside Village, multiple parcels. Map 11-241, 242, 244, 245, 253 and Map 12-94, 95, 96

APPENDIX B
Kopelman and Paige
Summary of Ownership Options



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July 8, 2011

John W. Giorgio
jgiorgio@k-plaw.com

Mr. George H. Dunham
Town Manager
Sandwich Town Hall
130 Main Street
Sandwich, MA 02563

Re: Wastewater Facilities Planning – Summary of Ownership Options

Dear Mr. Dunham:

You have asked me to summarize the discussion at our meeting on June 29, 2011, with the Town's wastewater consultant, Wright-Pierce Engineers, concerning the optional methods available to the Town to provide wastewater treatment facilities in the South Sandwich Village Center with the potential to expand the facilities to serve other areas of Town.

I understand that the Town is in the beginning phase of developing a Comprehensive Water Resource Management Plan ("CWRMP"). You have contracted with Wright-Pierce Engineers to develop the plan. Phase 1 of the CWRMP is a "Needs Assessment" which you expect to be completed within the next thirty (30) days.

As part of Phase 1, the Town is investigating various methods for the delivery of wastewater services to residences, businesses, and municipal buildings. At our meeting, we discussed the following options:

Option 1: Traditional Method of Providing Publicly-Owned Wastewater Treatment Facilities

The first option is the traditional method of providing town-owned wastewater treatment facilities, commonly referred to as "public-owned treatment works" or "POTW". It is the method, for example, that the Town of Chatham utilized for its wastewater expansion project. The facilities would include a wastewater treatment plant, either a surface or ground water effluent disposal method, and a sewer collection system including sewer pumping stations. Typically, traditional systems are located on publicly-owned land and the design and construction is funded by an appropriation and bond authorization at Town Meeting. The project may or may not include grants and loans from a combination of federal and state programs such as low interest loans from the State Revolving Fund ("SRF"). Although the design of wastewater treatment facilities are not subject to public bidding under the Massachusetts Designer Selection Law, the construction activity is governed by the public construction statutes including the Filed Sub-Bid Law (G.L. c. 149) and the public works construction statute (G.L. c. 30, §39M). Once constructed, the facilities are operated by Town employees who typically work within the Department of Public Works. In the alternative, the Town can procure the services of a wastewater operator to operate the Town's system on a

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Town Manager
July 8, 2011
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contract basis. Such a contract for services would be subject to bidding under the Uniform Procurement Act (G.L. c. 30B).

The cost to design and construct the treatment works typically would require a Town Meeting appropriation and a debt authorization. The Town would have the option of paying the debt service from the tax levy (with or without a Proposition 2 and ½ debt exclusion ballot question) or through the assessment of betterments and/or privilege fees assessed against those individuals and businesses that are benefited by the project. The financing could be any combination of the above-described methods. The yearly operating cost (appropriated as a departmental expense each year as part of the Town's operating budget) for either Town employees or a private vendor to operate the system can be recouped in whole or in part from yearly user fees charged to those individuals or businesses connected to the system. Typically, a sewer department is operated as an Enterprise Fund pursuant to G. L. c. 44, §44F½.

It is also possible to fund all or a portion of project costs by having individuals and businesses make voluntary contributions to the Town in the form of gifts of money and/or supplies and services. Pursuant to G.L. c. 44, §53A, such gifts of money can be deposited in a gift account maintained by the Town and then used to defray project costs without further appropriation by Town Meeting. The key, however, is that the developers would have to make the gift to the Town (actually transfer the funds into a Town bank account) before the Town could enter into any legally binding contract to expend the funds. In my opinion, however, a Town Meeting vote would still be necessary under G.L. c. 83, §1, to authorize the Board of Selectmen or some other Town board to lay out a system of common sewers to serve all or a portion of the Town and to assess betterments.

Furthermore, there may be special procurement rules that apply depending on the nature of any grant programs that might be available.

Finally, if the Town decides to proceed with Option 1, it will be necessary to designate either the Board of Selectmen to act as Sewer Commissioners or to create a separate Board of Sewer Commissioners. Depending on what model the Town decides to follow, a Charter amendment, a ballot question, or a Town Meeting vote would be required. This is also true with respect to Option 2 set forth below.

Option 2: Public Facility - Design Build Operate Contract

The second option for the Town to consider would be the design build operate or "DBO" approach. Under this method, the Town would issue a Request for Proposals for a single vendor for a twenty year contract with the Town for the design, construction, and operation of a publicly-owned wastewater system on Town-owned land. This is the approach that the Town of Provincetown used for its new wastewater treatment system. Because this option involves a combined method of

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Mr. George H. Dunham
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procurement of construction and operating services that is not allowed under the Massachusetts Construction Laws, the Town would have to obtain special legislation initiated by a Home Rule petition approved at Town Meeting. I am attaching for your information an example of such special legislation that was approved by the General Court for the Provincetown project.

In order to have a successful DBO procurement, it has been my experience that the Town would need to invest some time and resources in developing a conceptual design plan (up to perhaps a 30-percent design) before an RFP can be issued. The cost of the preliminary design work could be funded either through a Town Meeting appropriation or through voluntary contributions, grants, or gifts.

Although it is possible to write the special legislation in such a way that would allow the Town to enter into an agreement with the vendor to finance the design and construction by amortizing that cost over the twenty (20) year terms of the operating agreement (the financing cost for design and construction would be part of the yearly service fee), it would most likely not be cost effective for the Town to enter into such a financing arrangement since, typically, the Town can borrow funds at a cheaper rate than a private operator especially if low interest SRF loans are available. Rather, if this option is pursued, the Town should be prepared to appropriate sufficient funds upfront to pay the vendor for the design and construction. Furthermore, the Town could pay all or a portion of the cost for design and construction under a DBO contract using gift funds from private developers.

Option 3: Privately-Owned Facility on Town Land

The third option could be the combination of a public private project that would take the following form: the Town could make available for lease to a private party or a private consortium sufficient land for the construction of a wastewater treatment plant and effluent beds, but the private entity would construct, own and operate the facility. Under this scenario, although the facilities would be located on public land, they would be private-owned. There is a provision in the General Laws (G.L. c. 30B, §1(e)) that permit such private public projects for wastewater facilities. The construction of the facility is exempt from the Public Construction Laws (although not necessarily the Prevailing Wage Law). In order for the Town to enter into such an arrangement, a Request for Proposals would have to be issued in compliance with c. 30B.

Under this option, the Town could contract to reserve some amount of treatment capacity in the private facility to serve municipal buildings as well as residential and commercial uses. The Town would still have the authority to install common sewers to serve the uses for the capacity that is reserved by the Town. Private parties that invest in the private treatment plant as well as other private parties would have to separately contract with the owner of the treatment plant and would

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have to install private sewers by way of easements in order to deliver the sewage to the plant for treatment. Alternately, the Town could extend its sewer system to serve these properties as well.

While this option could certainly be implemented, it is not without some significant complications and would require very careful financial planning by the Town. Moreover, the Town would have to rely on a private party to maintain and operate a wastewater treatment plant in conformance with all applicable environmental laws and would have to have a contingency plan in place to take over the privately-owned treatment facilities in the event of a bankruptcy or other cessation of business by the private parties. This is especially true if the Town would be counting on a certain volume of treatment capacity to serve properties through the installation of a common publicly-owned sewer collection system. The challenge for the Town in entering into this type of arrangement is to insure adequate performance security in order to minimize the risk and impact of a default by the private party owning and operating the treatment facility.

Presumably, such an arrangement would include a yearly service fee paid by the Town to the private party owning the treatment facility for the treatment of sewage delivered to the facility by the Town and would be funded as an operating expense of the Town with the recoupment of the cost through user fees. I am not aware of any example of another municipality following this approach on such a large scale, however. The closest example would be a municipality that enters into an intermunicipal agreement for wastewater treatment at a POTW owned by another municipality. Given the fact that intermunicipal agreements are regulated under Massachusetts law with certain financial protections required, there is much less risk when a town depends on another municipality for the maintenance of treatment capacity rather than a private party..

Option 4: No Action

Of course, the final option that the Town could consider would be the no action alternative. Under this option, the Town would not become involved in any way, other than through the regulatory process, with the siting and operation of privately-owned wastewater treatment plants. Each developer would have to solve their wastewater needs on their own through Title 5 systems and package treatment plants. The Town would not develop any centralized treatment capacity to serve municipal buildings or provide wastewater treatment to any residents or businesses located in the Town.

Please let me know if you have any further questions.

KOPELMAN AND PAIGE, P.C.

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Very truly yours,



John W. Giorgio

JWG/bp

cc: Board of Selectmen
429221/sand/0114

APPENDIX C
Cost Estimate

ATTACHMENT # 10

Town of Sandwich Protective Zoning Bylaws (Download Link)

<http://www.sandwichmass.org/PublicDocuments/May%202013%20Zoning%20By-Laws.pdf>

ATTACHMENT # 11

A Certificate of Non-Collusion; A Tax Compliance Certificate; A Disclosure Statement for the Disposition of Real Property as required by G.L. c. 7, §40J; For a corporate offeror, a Certificate of Corporate Vote; Price Proposal Form

CERTIFICATE OF NON-COLLUSION

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

(Signature of person signing bid or proposal)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,
_____ do hereby certify under the pains and penalties of perjury
that said contractor has complied with all laws of the Commonwealth of Massachusetts relating
to taxes.

(Signature of person signing bid or proposal)

DISCLOSURE OF BENEFICIAL INTEREST IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real property described below.

- 1. Public agency involved in this transaction: Town of Sandwich
[Name of Jurisdiction]

- 2. Complete legal description of the property:

- 3. Type of transaction: _____ Sale _____ Lease or rental for _____ [term]:

- 4. Seller(s) or Lessor(s): Town of Sandwich

Purchaser(s) or Lessee(s) _____

- 5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above.

Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than 10 percent of the outstanding voting shares need not be disclosed.

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or Position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in Item 1. If the form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to Item 5 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATE OF CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of the _____,
(Name of Corporation)

held on, _____, 200__, it was VOTED, that _____,
(Name)

_____, of this company, be and hereby is authorized to execute bids,
(Title)

contracts and bonds in the name of said company, and to affix its corporate seal thereto; and such execution of any bid, contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon the company.

I hereby certify that I am the clerk of the above names corporation and the _____
(Name)

is the duly elected officer as stated above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Date)

(Clerk)

Corporate Seal:

PRICE PROPOSAL FORM

(a) Total number of acres to be purchased (up to 56.21 acres +/-) _____ acres

Note: If total number of acres to be purchased as noted above are less than 56.21 acres, your technical/non-price proposal must include a sketch that shows the proposed lot area to be purchased.

Indicate whether acreage includes Pop Warner land (7.31 +/- acres) _____ Yes _____ No

Total Purchase Price \$ _____ .00

Note: The total number of acres, Pop Warner acreage Yes/No, and total purchase price lines are all required, and must be filled-in.

(b) Lump Sum Donation to Sandwich Economic Initiative Corporation (non-refundable) \$ _____ .00

This line is not required, and may be left blank.

PAYMENT SCHEDULE

Bid Deposit.....\$25,000 to Town

Upon Execution of Purchase and Sale Agreement (non-refundable with default).....5% of purchase price to Town

Upon Execution of Purchase and Sale Agreement (non-refundable with default)..... Donation to SEIC = line (b) above.

Closing.....Remainder of purchase price to Town

ATTACHMENT # 12

Draft Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made this ____ day of _____, 2014, by and between the TOWN OF SANDWICH, a Massachusetts municipal corporation acting by and through its Board of Selectmen, having an address of Sandwich Town Hall, 130 Main Street, Sandwich, Massachusetts 02563, hereinafter referred to as "Seller," and _____, having its address at _____, hereinafter referred to as "Buyer."

1. Premises. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, a parcel of land, located off Quaker Meetinghouse Road, Sandwich, Massachusetts, containing ____ acres, more or less, as shown on a plan of land entitled "_____" (referred to as the "Premises"). For Seller's title see Deed recorded with Barnstable County Registry of Deeds in Book____, Page____.

2. Title. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to Buyer, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement;
- (e) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for the Buyer's intended use of the Premises as a _____ site;
- (f) An easement for access and utilities within _____;
- (g) The terms and conditions set forth in the Request for Proposals ("RFP") issued by the Seller for the sale of the Premises, and the Proposal submitted by Buyer for the purchase of the Premises dated _____, copies of the RFP and the Proposal being attached as Exhibit A.
- (h) A Land Development Agreement, requiring the Premises to be used for _____ development as set forth more particularly in Section 21 below.

3. Consideration. The total purchase price for the Premises is _____ (\$ _____) Dollars, which shall be payable in cash, certified or bank check or by wire transfer on the Date of Closing, as hereinafter defined, payable as follows:

- A. \$ 25,000.00 Paid Upon Submittal of the Proposal
- B. \$ _____ Due Upon Signing of this Agreement
- \$ _____ Due at the Time of Closing

4. Plans. If the deed refers to a plan necessary to be recorded therewith, Buyer shall deliver such plan with the deed in form adequate for recording or registration.

5. Registered Land. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle Buyer to a certificate of title of said Premises, and Seller shall deliver with said deed all instruments, if any, necessary to enable Buyer to obtain such certificate of title.

6. Date of Closing. Such deed is to be delivered within sixty (60) days from the date of satisfaction of the last of the conditions precedent to be completed, (as those conditions are set forth at Section 20 hereof), at the Barnstable County Registry of Deeds or at the office of Buyer's lender, but in no event shall the closing be later than one year from the date of this Agreement, unless extended pursuant to this Agreement. If the closing does not occur on or before this date or any duly authorized extension of this date, this Agreement shall be null and void, and neither party shall have recourse against the other, except as otherwise provided for in this Agreement. It is agreed that time is of the essence in this Agreement.

7. Possession and Condition of Premises. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then in the same condition as they now are, reasonable use and wear thereof excepted. Buyer shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Section.

8. Extension to Perfect Title or Make Premises Conform. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days. In no event, however, shall reasonable efforts require Seller to expend more than \$1,000.00, including attorneys' fees.

9. Failure to Make Premises Conform. If at the expiration of the extended time 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, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Buyer's Election to Accept Title. 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 said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

11. Acceptance of Deed. The acceptance and recording of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

12. Use of Money to Cure Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in accordance with customary conveyancing practices.

13. Insurance. Until the delivery of the deed, Seller shall maintain insurance on the Premises as it presently has.

14. Adjustments. A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, §63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the

15. Liability of Trustee, Shareholder, Fiduciary. If Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

16. Elected/Appointed Officials as Authorized Representatives of Municipal Corporation. The signatory for the Seller, (Town of Sandwich), being its duly elected Board of Selectmen, each execute this agreement in a representative capacity and, only the municipal corporation represented shall be bound, and no person so executing, nor any member, officer, agent or official, shall be personally liable for any obligation, express or implied, hereunder. The provisions of this clause shall survive the delivery of the deed and any termination of this agreement.

17. Representations and Warranties. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by Seller: NONE.

18. Brokers. Buyer and Seller each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer and Seller agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.

19. Land Development Agreement. Seller shall convey the Premises to Buyer subject to a Land Development Agreement substantially similar in form and in content to the Land Development Agreement attached hereto as Exhibit B and incorporated herein (the "LDA"), which the Seller in cooperation with the Sandwich Economic Initiative Corporation and the Buyer shall execute at the closing and record immediately after the recording of the deed and prior to any mortgages. Said LDA shall govern the development of the Premises and require, that the Buyer shall, at its sole cost and expense, construct on the Premises a _____ development (the "Development"). The Development shall be substantially completed, as evidenced by final Certificates of Occupancy for all the buildings, within _____ years from the date on which the deed to the Premises is recorded or within such extended period as is set forth more particularly in the LDA. Although the Development is subject to the jurisdiction

of the Cape Cod Commission as a Development of Regional Impact ("DRI"), in the event that the Buyer negotiates a Development Agreement with the Seller and the Cape Cod Commission pursuant to Article VI-A, Section 6000 of the Town of Sandwich Protective Zoning By-Law, as an alternative to the DRI approval process, then said Development Agreement shall take precedence over the LDA.

20. Conditions Precedent. The obligations of Buyer and Seller are contingent upon the satisfaction of each of the following conditions precedent:

- (a) *Financing*: Buyer shall have obtained financing sufficient in the reasonable judgment of the Seller for Buyer to construct the Development and other improvements required under the LDA, as evidenced, without limitation, by a commitment letter, letter of credit or other instrument or security from a bank, financial institution or other lender, whose creditworthiness is satisfactory to the Seller, in Seller's sole discretion, with contingencies acceptable to the Seller, a copy of which is to be delivered to Seller at least _____ days prior to the closing;
- (b) *Site Plan and Approved Plans*: Buyer shall, at its sole cost and expense, prepare site plans and elevation plans, (together the "Site Plan"), showing the Development to be constructed, and submit the same to the Planning Board for its approval under the Zoning Bylaw, (the plans approved by the Planning Board being referred to herein as the "Approved Plans"). The Site Plan submitted to the Planning Board shall be substantially in accord with the Plans included with the Buyer's Proposal;
- (c) *Permits and Approvals*: Buyer shall have obtained all permits and approvals necessary to commence construction of the Development other than a building permit which Buyer may obtain after the closing;
- (d) *Disclosure*: Buyer shall have complied with the disclosure provisions of G.L. c.7, § 40J, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file, and Buyer shall sign, all required statements; and
- (e) *Compliance*: Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of the Premises by Seller.

Provided, however, that if any of the foregoing conditions are not satisfied by one year from the date of this Agreement, or an appeal of any necessary appeal has been filed with a Court of competent jurisdiction, then , Buyer may elect to (i) request an extension of the time for performance for a maximum of eighteen (18) months by so notifying the Seller in writing on or before the closing date, and in such event the Seller shall grant an extension of the time for performance, or (ii) the Buyer may elect to terminate this Agreement. Upon such termination, the Deposit shall be retained by the Seller. Buyer and Seller shall use diligent efforts to satisfy all contingencies.

21. Affidavits. At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer's attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee and/or Buyer individually to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as noted herein; and (2) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

22. Hazardous Materials. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this Agreement. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Waste") on, in, under or emitting from the Premises or for any other condition or defect on the Premises.

23. Assignment. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

24. Property Inspection, Condition of Premises. Buyer or Buyer's agent(s) shall have the right, at any time, to enter the Premises at Buyer's own risk for the purposes of inspecting the Premises, provided that Buyer shall not conduct any subsurface tests without the Seller's prior written consent, not to be unreasonably withheld. Buyer shall indemnify and defend and hold Seller, its agents and/or assigns harmless against any claim by Buyer or Buyer's agents, employees or invitees for any harm to them arising from said entry and shall restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. The Premises and any improvements are being sold "as-is" with no warranty as to the condition. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environment Response, Compensation and Liability Act, as amended, 42 U.S.C. §§9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq. (herein collectively referred to as "Hazardous Waste") on, in, under or emitting from the Premises or for any other condition or defect on the Premises, and shall defend, indemnify and hold harmless the Seller from any and all losses, damages, costs, claims, fines, expenses and liabilities relating to said Hazardous Waste. The provisions of this Section shall survive delivery of the deed.

25. Title or Practice Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association of Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

26. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. Unless otherwise agreed, Seller's attorney may disburse the funds if no report has been received by 5:00 p.m. of the next business day following the date of the delivery of the deed that the documents have not been recorded, due to some problem beyond the recording attorney's control.

30. Insurable Title. It is understood and agreed by the parties that the Premises shall not be in conformity with this Purchase and Sale Agreement unless title to the Premises is also insurable at ordinary rates for the benefit of Buyer in a fee owner's ALTA-form policy, and for the benefit of Buyer's lender, if any, in an ALTA-form loan policy, subject to the standard printed exceptions provided that such exceptions do not render title to the Premises unmarketable.

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

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

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

(c) the Premises shall abut a public way, or a private way to which Buyer shall have both pedestrian and vehicular access.

32.. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

33. Deposit. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Sandwich as escrow agent, in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by Seller and Buyer.

34. Buyer's Default; Damages. If Buyer shall fail to fulfill Buyer's agreements herein then the Deposit shall be retained by the Seller.

35. Miscellaneous. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Town and the Buyer. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. The provisions of this clause shall survive the delivery of the deed and any termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as a sealed instrument as of the date first written above.

TOWN OF SANDWICH,
By its Board of Selectmen

BUYER:

By: _____
Duly Authorized

Exhibits

- Exhibit A: Request for Proposals and Proposal
- Exhibit B: Land Development Agreement

ATTACHMENT # 13

Land Development Agreement

LAND DEVELOPMENT AGREEMENT
Land located off Quaker Meeting House Road, Sandwich, Massachusetts

THIS LAND DEVELOPMENT AGREEMENT (interchangeably, this "LDA" or "Agreement") is entered into as of this _____ day of _____, 2014, by and between the TOWN OF SANDWICH, a Massachusetts municipal corporation acting by and through its Board of Selectmen having an address of Sandwich Town Hall, 130 Main Street, Sandwich, Massachusetts 02563 (hereafter, referred to as the "Town") and _____ a Massachusetts [Entity] having an address of _____ (hereafter, with its successors and assigns, referred to as the "Developer").

RECITALS

WHEREAS, the Town is the owner of a parcel of land located on Quaker Meetinghouse Road, Sandwich, Massachusetts consisting of approximately _____ acres of land (the "Property") and also being depicted on a plan of land entitled "_____", (the "Plan") recorded herewith at the Barnstable County Registry of Deeds (the "Registry") and which Property is further described in a deed from the Town to the Developer recorded herewith at the Registry; and

WHEREAS, the Property is presently zoned for a mix of commercial uses as a Business Limited-2 (BL-2) District as designated under the Town's Protective Zoning By-Law (the "Zoning By-Law") providing for all scales of business development for local, regional or transient service; and

WHEREAS, the Town issued a Request for Proposals on _____, 2014 (the "RFP"), the terms of which are incorporated herein by reference and made a part hereof, requiring the Developer to purchase, develop and use the Property in a manner that will provide the greatest benefit to the Town consistent with the plan envisioned for the South Sandwich Village Center ("SSVC") as articulated in the Town's "Local Comprehensive Plan," the relevant section of which is appended to the RFP and that such development and use be for commercial purposes as currently permitted by the Zoning By-Law or, alternatively, for a purpose which will require a limited zoning change under the Zoning By-Law, provided that the proposed change is compatible with the existing uses and character in the area; and

WHEREAS, the Developer, submitted a proposal dated _____, 2014 in response to the RFP (the response to RFP as amended and agreed to by the Developer and the Town being hereafter referred to as the "Proposal") the terms of which are incorporated herein by reference and made a part hereof, offered to purchase the Property and proposed to develop on the Property as follows: _____ *Description of the Project* _____ and

WHEREAS, the Town accepted the Developer's Proposal accordingly; and

WHEREAS, the Town, pursuant to the Purchase and Sale Agreement (the "P * & S Agreement") dated _____ between the Town and the Developer, for consideration of _____ (\$ _____ .00) Dollars,, conveyed the Property

to the Developer by deed of even date herewith and recorded immediately prior hereto, subject to: (i.) this Land Development Agreement and (ii) *list any easements and restrictions*

WHEREAS the parties hereto seek to establish, by means of this separate document, the terms and conditions that will govern the construction of all improvements upon the Property, including, without limitation, the buildings, access and roadways, and wastewater disposal facilities as set forth in the Proposal and as further described herein (the "Project"); and

WHEREAS, the Project involves the subdivision of land comprising more than thirty (30) acres and is therefore subject to the jurisdiction of the Cape Cod Commission as a "Development of Regional Impact" ("DRI"). As an alternative to DRI, the RFP contemplated that , the Town, the Commission and the Developer, would enter into a three way development agreement pursuant to Article VI-A, Section 6000 of the Zoning By-Law, Sandwich Development Agreement, which agreement would take precedence over the DRI process and any inconsistent provisions of this LDA, as a means of addressing key infrastructure needs such as roadways and related connections, wastewater and related connections, water usage, traffic mitigation and volume estimates; and

WHEREAS, the Developer, in partial consideration for the Property, agrees to develop the Property and undertake, at its sole cost and expense, all the work that is required to be done under this LDA to construct, develop and complete the Project (the "Work"); and

WHEREAS, the terms and conditions set forth herein shall be effective upon the conveyance of the Property from the Town to the Developer.

NOW THEREFORE, in consideration of the mutual promises of the parties' contained herein and for other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

I. RECITALS AND REPRESENTATIONS ACCURATE

The above recitals are hereby made a part of this LDA by reference. The parties hereto acknowledge and agree that each recital above is true and correct. Relevant definitions of this LDA are hereafter set forth: "substantially completed" means completion of the Project as evidenced by the Town's issuance of final "Certificates of Occupancy" for all of the buildings proposed within _____ (___) months after the date on which the deed to the Property is recorded at the Registry and as further described below in Section III.4. Use of the phrase substantially completed or words of similar import shall also be construed to mean "Substantial Completion" as also used herein this LDA.

II. EFFECTIVE DATE

This LDA is binding on the Town and the Developer and their respective successors and assigns. The terms of this LDA shall become effective upon the recording of the deed by which the Town conveys the Property to the Developer and the recording of this LDA at the Registry.

III. DEVELOPMENT AGREEMENT

Developer agrees (for itself and any successors and assigns) to develop the Property and undertake the Project as follows:

A. Construction Obligations.

1. Approved Plans. The Project shall be constructed substantially in accordance with subdivision plans, site plans, elevation plans and all other related plans approved by the Town, through its Planning Board, (the "Approved Plans"), which shall be attached hereto at the time of execution of this LDA and attached hereto as **Exhibit A** and incorporated herein by reference. The Developer agrees not to make any substantial changes or revisions to the Project as shown on the Site Plans, including, without limitation, any changes to the Buildings, wastewater treatment facility, parking, roads and footpaths, and landscaping of a temporary or permanent nature during the course of construction without having obtained the Town's written approval by the Planning Board unless such changes are allowed by right or by the Approvals, hereafter defined below, and otherwise under then applicable provisions of the Zoning By-Law. All determinations as to whether a change, revision or alteration is substantial shall be made by the Town within thirty (30) days of submittal to the Town of a proposed change, revision or alteration. Failure to disapprove a submission shall not limit the Town's right to pursue any remedies under this LDA.

2. Approvals. Upon the Effective Date, the Developer shall be required to ascertain, apply for and obtain, at Developer's sole cost and expense, any and all applicable federal, state and municipal approvals necessary for construction of the Project (hereafter, collectively, the "Approvals") including, without limitation:

- (a) All approvals required by the Cape Cod Commission;
- (b) Subdivision approval by the Town's Planning Board;
- (c) Special Permit approval for the intended uses pursuant to the Proposal issued by the Town's Board of Appeals;
- (d) Performance Standard Certificate of Compliance from the Town's Water Quality Review Committee;
- (e) Approval by the Town's Board of Health and the Massachusetts Department of Environmental Protection ("MassDEP") for any proposed wastewater disposal facility;
- (f) Issuance by the Town of all applicable local permits, including building permits necessary for the construction of the Buildings and the Project;
- (g) **[Add more e.g. Zoning Change if required]**

Nothing herein shall be deemed to waive the Developer's obligations to apply for and comply with all other federal, state and municipal permits, approvals and conditions governing the Property or the Project. Notwithstanding anything contained herein, the Developer covenants that it shall defend, at its sole cost and expense, any and all lawful appeals of the Approvals necessary to complete the Project to the fullest extent provided under applicable law.

3. Construction of Project. The Developer shall design and construct on the Property the following improvements:

(a) Buildings and Infrastructure: The Property is to be used for the construction of _____ (the "Buildings") and [Description of the infrastructure needed] (the "Infrastructure") which Buildings and Infrastructure shall be constructed in accordance with the Approved Plans, as hereinafter defined and the Approvals as hereinafter defined below;

(b) Parking: Parking spaces adequate to serve the Project, pursuant to the requirements of the Zoning By-Law; any approvals required according to all applicable federal, state and municipal laws, regulations, ordinances and orders also in accordance with the Approved Plans, as hereinafter defined and the Approvals as hereinafter defined;;

(c) Access: The Developer shall relocate the existing access driveway following proper access management practices and the Developer shall provide at least one (1) additional means of access into the Property serving the Project as depicted on the Approved Plans and as further approved by the Town's Engineering Department and also in accordance with the Approved Plans and the Approvals as hereinafter defined.

4. Construction Schedule. The Developer shall:

(a) Commence construction of the Project pursuant to the schedule established as between the Town and the Developer attached hereto as **Exhibit B** subject to the terms hereof and "unavoidable delays"/force majeure and the Extensions described below in Paragraph 5, within ____ () days after the issuance of all necessary permits to commence construction of the Project but no later than ____ () years from the date hereof. the date on which construction of the Project shall commence (the "Construction Commencement Date").

(b) have "substantially completed" the Project in accordance with the terms of this LDA as described above in the Recitals. The Project shall be substantially completed when the Project has been constructed such that Developer has obtained final and unconditional certificates of occupancy for the Buildings, with only minor "punch list" items remaining that will not materially interfere with said use and occupancy.

5. Construction Schedule Extensions. The Town, at its sole option, may extend the deadlines prescribed herein if the Town determines that the Developer has proceeded with reasonable diligence in its performance under this Agreement. The Town may reasonably extend the deadlines under this Agreement for "Unavoidable Delays" and other events beyond the control of the Developer. For purposes of this Agreement, "Unavoidable Delays" shall mean any delay, obstruction or interference resulting from any act or event whether affecting the Project or the Developer, which has a materially adverse effect on the Developer's rights or duties, provided that such act or event is beyond the reasonable control of the Developer after pursuing diligent efforts to remedy the delaying condition in an expedient and efficient manner and was not separately or concurrently caused by any negligent or willful act or omission of the Developer or could not have been prevented by reasonable actions on the Developer's part and the Developer shall have notified the Town not later than thirty (30) days after discovering the occurrence of the Unavoidable Delays enumerated herein and within a reasonable time, including but not limited to, delay, obstruction or interference resulting from: (i) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, war, blockage or insurrection, international geopolitical crisis, riot or civil

disturbance; (ii) any legal proceeding commenced by any bona-fide third party seeking judicial review of this Agreement or any governmental approvals, or any restraint of law (e.g., injunctions, court or administrative orders, or moratorium imposed by a court, or administrative or governmental authority); (iii) the failure of any utility or governmental entity required by law to provide and maintain utilities, services, water and sewer lines and power transmission lines to the Property, which are required for the construction of the Project or for other obligations of the Developer; (iv) any reasonably undiscoverable and unexpected or unforeseen subsurface condition at the construction site inconsistent with typical background conditions of a similar site, which shall prevent construction, or require a material redesign or change in the construction of, or materially adversely affect the completion schedule for, the Project, such determination to be made by a qualified engineer; (v) any unexpected or unforeseen subsurface environmental conditions on or from or otherwise affecting the Property but not readily identifiable by commercially reasonable due diligence inspection of the Property and which originated from the Property; (vi) strikes, work stoppages or other substantial labor disputes; (vii) the failure or inability of any subcontractor or supplier to furnish supplies or services if such failure or inability is itself caused by an Unavoidable Delay and/or could not have been reasonably prevented and the affected party cannot reasonably obtain substitutes therefore; (viii) a change in Developer Financing, described below in Section III.B., which could not have been reasonably anticipated by Developer; or (ix) any unreasonable delay which is caused or created by a board, officer, department or authority of the Town from whom a Project approval is sought, whether or not such fault is caused by negligent or willful acts or omissions, provided that the Developer shall have timely complied with the reasonable requests and requirements of any governmental authority. The time or times for performance under this Agreement may be extended for the period of the Unavoidable Delay, and in calculating the Unavoidable Delay, there shall be considered not only actual work stoppages also any consequential delays resulting from such stoppages as well, upon determination by the Town.

6. Quality of Work. The Developer shall procure all Approvals before undertaking any Work, and shall cause all Work to be performed in a good and competent manner in compliance with good engineering and construction practices, and using new materials of customary quality or appropriate preservation measures for projects in the greater Barnstable/Cape Cod area similar to the Project, all in accordance with the Approved Plans, the Approvals and all applicable laws, ordinances, codes, regulations, permits, approvals and conditions. As and to the extent required in the Approved Plans and the Approvals and other applicable law, the Developer shall take all necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or inconvenience caused by the Project, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to police the same. The Developer shall provide to the Town prior to the issuance of the final Certificates of Occupancy a certification by a licensed architect or engineer, at the Developer's sole cost and expense, that the Work was done substantially in accordance with the Approved Plans and the Approvals.

7. Liens. The Developer shall not permit any mechanic's liens or similar liens to remain upon the Property for labor and materials furnished to the Developer in connection with work of any character performed at the direction of the Developer and shall, within thirty (30) days after receiving notice of such claim, cause any such lien to be released of record without cost to the Town, by satisfaction and discharge of such lien or release of such lien by bond. Written evidence of the satisfaction or release of any such lien shall be provided to the Town immediately upon such satisfaction or release.

8. Performance and Payment Bonds. Prior to the commencement of any Work, the Developer shall provide the Town with a performance and labor and materials payment bond in the form typically required to secure the completion of similar such projects in the amount of \$ _____ of a surety acceptable to the Town (the "Completion Guaranty"). In the event the Project as required by this LDA is not completed within the time set forth in Paragraph 4(a) of this Section (including any extensions thereof agreed upon by the parties), or if the Project is not completed substantially in accordance with the Approved Plans and the Approvals, the Town may use the Completion Guaranty to complete the Project in accordance with the RFP, the Proposal, the Approved Plans and the Approvals.

B. Financial Obligations

1. Financing. The Developer warrants and represents that it has obtained funds sufficient to purchase the Property and to construct and complete the Project from one or more lenders or mortgage holders or other funding, equity and other financing sources as set forth in **Exhibit C** attached hereto and incorporated herein (singularly a "Funding Source" and collectively the "Funding Sources"), secured by one or more mortgages, deeds of trust or other instruments creating an encumbrance or lien upon the Property to be recorded after this LDA and including as the same may be refinanced, subject to Paragraph 2 below, (the "Mortgage(s)"). The holder(s) of the Mortgage(s), which shall include any insurer or guarantor of any obligation or condition secured by any Mortgage, is (are) referred to herein as the "Mortgage Holder(s)". The Developer agrees to pay all amounts due in accordance with the requirements of the Funding Sources. The Mortgage(s) shall, in every respect, be subject to and subordinate to the terms and provisions of this LDA. The Funding Sources shall provide the Town advanced, written notice and opportunity to cure any default under the Mortgages and security agreements. If the Town elects not to cure such defaults, the Town shall consent to the Funding Sources' exercising of any rights under their Mortgages and security agreements, including but not limited to rights to take title and or control of the Project, pursuant to Mortgage(s) and any other collateral security, financing or loan documents entered into between the Developer and any of the Funding Sources, so long as the Funding Sources shall recognize and agree to comply with the terms and provisions of this LDA.

2. Refinancing/Additional Financing. The Developer shall provide the Town with thirty (30) days prior written notice of any intended refinancing of the Funding Sources that is to occur prior to Substantial Completion, which may be approved by the Town provided that the total indebtedness shall not exceed _____% of the then appraised value of the Property and that any refinancing is on terms equal to or more favorable than the Funding Sources. Any other refinancing or additional financing prior to Substantial Completion shall require the written consent of the Town. The term "Mortgage(s)" or "Funding Sources" shall include said later approved refinancing or additional financing.

3. Obligation to Pay Taxes and Assessments. The Developer shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property, which may attain a priority over the Mortgage(s), but this clause shall not be deemed to preclude Developer from contesting the validity or amount of such taxes, assessments, charges, fines or impositions, which may be paid under protest.

4. Architect. The Developer has retained **[to be inserted when Agreement is signed]** to prepare, complete, and submit architectural submissions as contemplated under this LDA and to provide construction supervision services for the Project. The Developer may not

substitute another architect without the Town's prior written consent, which shall not be unreasonably withheld.

5. Representatives. The Developer shall designate in writing a representative or representatives authorized to act on its behalf. Unless and until the Town has received written notice that such authority has been revoked, the Town shall be entitled to rely upon the directives of such representative(s). The Town shall act by and through the **[TO BE DESIGNATED BY THE TOWN PRIOR TO CLOSING]** of the Town.

IV. RESTRICTIONS

A. From the date the parties enter into this LDA and until the Substantial Completion of the Project, the following restrictions shall bind the Developer, the Property and the Project:

1. Prohibition Against Change in Identity and Ownership. This LDA is being entered into as a means of permitting and encouraging the development of the Property in accordance with the Approvals, and the objectives of the Town for the development of the Property as set forth in the Recitals, and not for speculation in landholding. The Developer acknowledges that, in view of:

(a) The importance of the undertakings set forth herein to the general welfare of the community;

(b) The importance of the identity of the parties in control of the Developer and the Project; and

(c) The fact that a transfer of all or a majority of the legal or beneficial ownership in the Developer, or any other act or transaction involving or resulting in a change in the ownership or distribution of such ownership or change in the identity of the parties in control of the Developer or Project, is for practical purposes a transfer or disposition of the Developer's interest in the Project;

It is hereby understood and agreed that _____ is the Designated Representative of Developer. Except as otherwise provided in this Section IV.A.1., it is hereby agreed that, commencing on the date hereof and continuing until the Project is substantially completed there shall be no (i) change in the identity of the parties holding a legal or beneficial interest in the Developer, (ii) transfer or pledge in the aggregate of a majority of the beneficial ownership or control of Developer or (iii) transfer, by assignment or otherwise, of the Developer's rights under this LDA or of the Developer's legal or beneficial interest in the Property to any person (including but not limited to, any partnership, joint venture or corporation)(all such changes referred to herein as a "Change in Identity"), unless in each instance (a) the Developer gives the Town prior written notice of a proposed Change in Identity which notice shall provide sufficient information to enable the Town to evaluate the acceptability of the proposed Change in Identity, and (b) the Town, within thirty (30) days from the date on which the Town receives written notice or such longer period as may be approved by the Developer and the Town, approves of such change in writing, or fails to object, in which case the proposed Change in Identity shall be deemed to be approved. If the Town notifies the Developer in writing within said thirty (30) day period (or longer period agreed to by the parties) of its objection to the proposed Change in Identity, specifying its grounds for such objection, the Developer shall make no Change in Identity without the subsequent written consent of the Town. Any attempted Change in Identity made contrary to this Section shall be void.

In order to fulfill the purposes of this Section, the Developer agrees that during the period between execution of the LDA and the Substantial Completion of the Project the Developer shall, on each anniversary of the date of this LDA and at such other time or times as the Town may reasonably request, furnish the Town with a complete statement, subscribed and sworn to by the Designated Representative of the Developer, setting forth the names of all of the members and managers of the Developer and the extent of their respective interests, and provide copies of all records and documents of the Developer that show the identities of all those who have an interest (legal or beneficial, direct or indirect) in the Developer, the Property or the Project.

The foregoing restrictions on the Change in Identity shall not be binding on a mortgagee of the Property which has foreclosed its mortgage and taken possession of the Property pursuant to the terms and provisions hereof.

2. Prohibition Against Transfer of Property. For all of the same reasons stated in Section IV.A.1 above, the Developer represents and agrees for itself, and its successors and assigns, that, except for the granting of any Mortgage(s) to the Funding Sources and the refinancing of the same, and entering into other customary security agreements with the Funding Sources, and the granting of easements necessary for the construction of the Project, including utilities, the Developer shall not sell, assign or otherwise transfer the Property or any portion thereof without the prior written consent of the Town, which may be withheld in the Town's sole and absolute discretion. The term "transfer" shall include, without limitation, any total or partial sale, mortgage, assignment, lease (not including the lease of commercial space in the ordinary course of business as expressly permitted herein), or contract or agreement for any of the same. It is the intent of this Section that the prohibition on transfer of the Property shall not apply to transfers resulting from the foreclosure of permitted mortgages, provided that the transferee assumes and agrees to comply with all conditions and agreements contained in this LDA and the Town's deed to the Developer, including, but not limited to the obligation to construct the Project, as modified with the consent of the Town to suit the transferee's needs. No transfer shall relieve the Developer of its obligations hereunder, who shall be jointly and severally liable with the transferee. Any attempted assignment or other transfer made contrary to this Section shall be void.

Prior to Substantial Completion of the Project, the Developer may enter into any agreement to sell, lease, or otherwise transfer the Property or any portion thereof, provided that such sale, lease or transfer does not occur until after Substantial Completion.

B. Restrictions on Use of Property. *[The following provisions are subject to change depending upon the terms of the Project and if applicable.]*

1. Internal Roadway Easement. The Project and the Property are subject to a proposed internal roadway and utility easement through the SSVC which is currently proposed through Parcel A shown on the plan entitled "Plan to Accompany R.F.P. in Sandwich, Massachusetts, Quaker Meetinghouse Road," dated June 14, 2004 and revised June 23, 2005, which is attached to the RFP (the "RFP Plan"). The proposed location of the internal roadway and utility easement is adjacent to Quaker Meetinghouse Road on a parcel that the Town acquired from the Massachusetts Division of Fisheries and Wildlife. Title to Parcel A shall be retained by the Town and is not included as a portion of the Property and may only be used for access purposes, including a road and utility easement with appurtenant structures; gateway purposes, including signage; and stormwater management purposes. **[Note: More information needed to complete.]**

2. Town Recreational Facilities. The Property currently includes recreational facilities consisting of a Pop Warner Football Facility, including a football field (240' by 470'), practice field (150' by 360'), bleachers (20' by 95' and 20' by 25'), concession stand (10' by 50'), and an associated parking area (80' by 300' (all dimensions are approximate). The area encompassing these recreational facilities is identified as "Parcel B" on the RFP Plan. The Town will retain title to this "Parcel B" area if the Developer does not construct similar or better recreational facilities on other Town-owned land to be identified by the Town. Said new field(s) and facilities must be operational before Pop Warner abandons the current use occurring on Parcel B. If the condition to construct a new field pursuant to the terms hereof is not met, the total acreage being sold by the Town through the RFP will be reduced to a total of 48.90 acres +/- . If the Town retains Parcel B, the Developer will be responsible, at its sole cost, for obtaining approvals necessary to subdivide the Property so as to establish Parcel B as a separate lot. **[Note: More information needed to complete.]**

C. Restrictions on Alterations or Change of Use. The Developer shall not alter, demolish, subtract therefrom, reconstruct, make any additions thereto or extensions thereof, or change the materials, design, dimensions or color thereof, if such reconstruction, demolition, subtraction, alteration, addition, extension or change will materially affect in any way the external appearance of the Buildings, or make other changes to the design of the Buildings so as to deviate substantially from the Approved Plans or the Approvals, or change the use unless Developer first submits to the Town for its prior written consent, which consent may be withheld in its sole discretion, detailed plans and specifications showing the proposed alterations at least forty-five (45) days prior to making such change and the Town approves of such change in writing, or fails to object, in which case the proposed alteration shall be deemed to be approved. If the Town notifies the Developer, in writing, within said forty-five (45) day period (or longer period agreed to by the parties) of its objection to the proposed change, specifying grounds for such objection, the Developer may revise said plans and specifications accordingly. The Developer must then obtain any and all approvals required by all federal, state or municipal laws, regulations and by-laws in order to effectuate these changes. Nothing herein shall be construed to prevent the ordinary maintenance, repair or replacement of any exterior feature of the Buildings which does not involve a change in design, material or color of such exterior feature of the Buildings or otherwise change the outward appearance of the façade of the Buildings, nor to prevent landscaping the Property with plants, trees or shrubs, nor construed to prevent the meeting of requirements certified by a duly authorized public officer to be necessary for public safety because of an unsafe or dangerous condition or to comply with any federal, state or local law, rule or regulation. This restriction shall survive Substantial Completion.

V. MAINTENANCE OF PROPERTY; INSURANCE

1. Maintenance of Property. The Developer shall maintain the Property and improvements thereon in good order, condition and repair. The Developer shall not release or permit any new release or threat of release of oil, nor any other hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "Hazardous Substances"), as those terms are defined by any applicable law, rule or regulation including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq., nor generate or permit any Hazardous Substances to be generated on

the Property; nor store or permit any Hazardous Substances to be stored illegally on the Property.

2. Insurance. The Developer agrees to maintain the following insurance:

(a) Casualty and Property Insurance: the Developer shall continuously maintain in full force, for the term hereof, a policy of comprehensive casualty, and property damage insurance insuring the Property and all improvements thereto in an amount equal to at least one hundred percent (100%) of the replacement costs thereof, under which, until Substantial Completion, the Town shall be named as additional insured and under which the insurer agrees to defend, indemnify and hold the Town harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to: the Project; the condition of the Property; any act or omission of the Developer, its contractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under the Developer; and failure to comply with the provisions of this LDA or with applicable laws in connection with the exercise of the rights and obligations of the Developer hereunder. All such insurance shall be in the broadest form of coverage from time to time available in Massachusetts. The Developer shall submit to the Town evidence of such continuous insurance coverage satisfactory to the Town before any Work is commenced on the Property and no less often than annually thereafter;

(b) Liability and Builder's Risk Insurance: the Developer shall, at a minimum, carry comprehensive public liability and builder's risk insurance in the amount of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate with property damage liability insurance in limits of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate. The Town shall have the right to require the Developer to increase such limits when the minimum limits of liability insurance commonly and customarily carried on properties comparable to the Property by responsible owners are more or less generally increased, it being the intention of this sentence to require the Developer to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Property;

(c) Evidence of Insurance: All policies shall be so written that the Town shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. The Developer shall submit to the Town certificates of insurance for all the policies required to be maintained by the Developer hereunder, which certificates shall show at least the coverage and limits of liability specified herein and the expiration date;

(d) Acceptable Insurers: all insurance required hereunder shall be underwritten with an insurance company or companies with an AM Best Rating of A-1 or better, licensed to write such insurance in the Commonwealth of Massachusetts and acceptable to the Town.

3. Survival. The provisions of this Section V shall survive Substantial Completion except as noted in this Section above.

4. Obligation to Restore. In the event that any damage or destruction of the Property occurs as a result of the negligent or willful act or omission of the Developer, or of any of its employees or agents, members, lessees, assignees, licensees or invitees, the Developer shall be responsible for the full restoration of the damaged or destroyed Property regardless of the cost thereof, the available insurance proceeds, or the time remaining on the term of this LDA. Notwithstanding anything to the contrary contained in this LDA, the Developer shall restore any damage or destruction to the Property that shall have been caused by the malicious and

intentional actions of the Developer, or of any of its employees or agents, members, lessees, assignees, licensees or invitees.

VI. NOTICE AND DEFAULT PROVISIONS

A. Default of Developer and Rights of Parties.

1. Developer Default. The following shall be an event of default by the Developer (referred to herein as "Developer Default"):

(a) Prior to Substantial Completion, failure by the Developer to observe or perform any of the Developer's covenants, agreements, or obligations hereunder this LDA within thirty (30) days of receiving written notice from the Town, specifying such failure or within such notice period and such cure provisions as are otherwise provided for in this LDA;

(b) the Developer fails to record this LDA before the Mortgage(s) is recorded;

(c) Prior to Substantial Completion, failure by the Developer to observe or perform any of the Developer's covenants, agreements, or obligations under the provisions of the Agreement that survive the delivery of the deed;

(d) Prior to Substantial Completion, failure by the Developer after all applicable cure periods, to observe or perform any of the Developer's covenants, agreements, or obligations set forth in any other document or instrument now or hereafter in effect between the Town and the Developer relating to this Project;

(e) Prior to Substantial Completion, failure by the Developer, after all applicable cure periods, to observe or perform any of the Developer's covenants, agreements, or obligations relating to Mortgage(s) or pursuant to the requirements of any of the Funding Source(s);

(f) Prior to Substantial Completion, Developer acts in violation of the terms hereof, the sale or other transfer of any kind or nature of the Property, or any part thereof, other than the Mortgage(s) and other than the lease of the commercial space in the ordinary course of business without the prior written consent of the Town;

(g) Prior to Substantial Completion, there is a change in identity and/or ownership of the Developer entity including the transfer of any equitable or beneficial ownership interest in the Developer entity contrary to the provisions hereof this LDA; or

(h) Prior to Substantial Completion, the filing by Developer of a voluntary petition, or the filing against Developer of an involuntary petition, in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of Developer, or the filing by Developer of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state, or other statute or law, or the assignment by Developer for the benefit of creditors, or appointment of a trustee, receiver, or liquidator of all or any part of the assets of Developer, and within one hundred twenty (120) days after the commencement of any such proceeding against Developer, such proceeding shall not have been dismissed, or if, within one hundred twenty (120) days after the appointment of any trustee, receiver, or liquidator of Developer or of all or any part of Developer's property, without the consent or

acquiescence of Developer, such appointment shall not have been vacated or otherwise discharged..

2. Rights of Town Upon Developer Default. In the event of a Developer Default, the Town shall have the right to: (i) retain the Development Fee, and (ii) institute such action and proceedings as may be appropriate against the Developer, including actions and proceedings to compel specific performance and to bring a claim in a court of competent jurisdiction seeking restitution from the Developer in an amount representing the Town's costs, liabilities, losses and expenses resulting from the Developer Default; and/or (iii) call upon the surety to complete the Work pursuant to the Completion Guaranty. Nothing in this paragraph shall supersede, negate or affect the Town's right to retain the Development Fee as set forth in Section III.A.8. of this LDA.

3. Rights of Mortgage Holders Upon Developer Default. In the event of a Developer Default, any Mortgage Holder shall have the right to cure any such Developer Default within an applicable cure period.

4. Town's Option To Cure Developer Default. The Town may, at its option, cure any Developer Default, in which case the Town shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this LDA, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and expenses incurred by the Town in curing such Developer Default and the Completion Guaranty shall secure the Developer's obligation to pay such reimbursement.

5. Notice of Foreclosure. The Developer shall cause the Mortgage Holders to give not less than sixty (60) days prior written notice to the Town, by registered mail, of each Mortgage Holder's intention to foreclose upon its Mortgage or to accept a conveyance of the Property in lieu of foreclosure, in which event the Town shall have the right, but not the obligation, to cure whatever default(s) have entitled the Mortgage Holder to issue the foreclosure notice, subject to appropriation, which amount, together with the Town's costs and expenses (including counsel fees) shall be added to the amounts due to the Town pursuant to paragraph 4 above.

B. Default of Mortgage Holder.

Any Mortgage Holder in whom title to the Property has vested by way of foreclosure or action in lieu thereof, in the event of a default by the Mortgage Holder, shall be subject to the Developer Default provisions pursuant to Section VI.A.1, above, and the Town shall have the enforcement rights set forth in Section VI.A.2, above, as if the Mortgage Holder were the Developer.

C. Default of Town.

1. The following shall be an event of default by the Town (referred to herein as "Town Default"):

(a) Upon receipt of written notice by the Developer specifying the actual failure of the Town to observe or perform any of the Town's covenants, agreements, or obligations hereunder within sixty (60) days following receipt of written notice from the Developer (or its successors or assigns, or any Mortgage Holder), specifying such failure, or such longer period reasonably required to cure the breach, provided the cure was commenced immediately after receipt of said notice and continuously and diligently prosecuted (said cure period, the "Town Cure Period");

(b) Upon receipt of written notice by the Developer specifying the failure of the Town to observe or perform, after all applicable cure periods, any of the Town's covenants, agreements, or obligations under any document or instrument now or hereafter in effect between the Town and the Developer relating to this Project or the Property.

2. Rights of Developer Upon Town Default. In the event that a Town Default has occurred, the Developer's sole remedy shall be to institute actions and proceedings to compel specific performance and to bring a claim in a court of competent jurisdiction, and no monetary damages shall be sought against the Town.

D. Mortgage Holder's Option to Cure Developer Defaults. After any Developer Default, each Mortgage Holder(s) shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage.

V. GENERAL PROVISIONS

1. Access. The Developer shall permit the Town or its agents to enter the Property at any reasonable time, from time to time, to inspect the Property and to ensure compliance with the provisions of this LDA, provided, however, that the Town provides the Developer at least twenty-four hours' prior notice thereof, except in the event of an emergency.

2. Compliance with Laws. The Developer shall construct and develop the Project and use and maintain the Property in compliance with all applicable federal, state and local laws, codes, bylaws, rules and regulations and with all necessary permits.

3. Development Costs. The Developer shall be solely liable for all costs incurred for all the Work for developing and constructing the Project and for all associated costs, as required under this LDA and in compliance with all laws, ordinances, rules, regulations and codes applicable to this Project..

4. Representations and Warranties. Developer represents that as of the date hereof:

(a) Developer is duly organized and existing in good standing under the laws of the Commonwealth of Massachusetts and has the power and authority to own property.

(b) Developer has the power, authority, and legal right to enter into and perform this LDA, and each other document entered into or to be entered into by it pursuant to this LDA, and the execution, delivery and performance hereof and thereof:

(i) have been duly authorized;

(ii) have the requisite approval of all governmental bodies;

(iii) will not violate any judgment, order, law or regulation applicable to the Developer or any provisions of the Developer's organizational documents; and

(iv) do not conflict with, constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the developer or its assets may be bound or affected.

(c) Developer represents that, to the best of its knowledge, there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition of the Developer, or the ability of the Developer to perform its obligations under this LDA, or under any other Project document entered into by the Developer pursuant to this LDA.

(d) The Developer has made or will make its independent investigation and inquiry into all matters relevant to its entering into and performing its obligations under the LDA without reliance on any statement or representation of the Town except as expressly set forth herein.

5. Cooperation. The Town agrees to use reasonable efforts to assist the Developer in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Property, but the Developer acknowledges that the Town has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted.

6. Costs of Enforcement. The Developer agrees to reimburse the Town for any and all costs and expenses, including without limitation reasonable attorneys' fees and court fees, incurred by the Town in enforcing this LDA.

7. Indemnification. The Developer agrees to defend, indemnify, and hold the Town its agents and/or assigns harmless from and against any and all liabilities, losses, costs, expenses (including attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town by reason of this LDA including, but not limited to, those arising from any release or threat of release of any Hazardous Substances which are placed on, in, under all or a portion of the Property, whether pre-existing or occurring after the date of this LDA, but excepting for matters which are the gross negligence or willful misconduct of the Town or its employees or agents.. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

8. Notices. Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (i) two business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one business day after deposit with an express courier service such as Federal Express; or (iii) actual receipt. All such notices will be delivered to the address specified below or such other address as the respective parties may designate in writing:

If to the Town: Board of Selectmen
Sandwich Town Hall
130 Main Street
Sandwich, MA 02563

With a copy to: Vicki S. Marsh, Esq.
Kopelman and Paige, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110

Tel: 617-556-0007
Fax: 617-654-1735

If to the Developer: _____

9. Waiver. The failure on the part of the Developer or the Town as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this LDA or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Developer or the Town shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.
10. Headings and Captions for Convenience Only. The captions and headings throughout this LDA are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this LDA, nor in any way affect this LDA, and shall have no legal effect.
11. Term of Agreement. This LDA and the restrictions and covenants contained herein shall be enforceable by the Town from the time of its recording until the Substantial Completion of the Project, except for those covenants which survive the termination of this LDA..
12. Binding. The terms of this LDA shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this LDA shall be construed as covenants running with the land.
13. Recording. This LDA shall be recorded immediately upon the conveyance to the Developer from the Town of the Property and before any permitted Mortgage(s).
14. Amendment. This LDA can be amended only with the written consent of the Developer and the Town.
15. Entire Agreement of Parties; No Oral Agreement. There are no oral agreements between the parties hereto affecting this LDA, and this LDA supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this LDA.
16. Governing Law. This LDA shall be governed exclusively by the laws of the Commonwealth of Massachusetts.

[Signatures Appear on Following Page]

WITNESS the above execution hereof under seal as of the day and year first above written.
TOWN: DEVELOPER:

TOWN OF SANDWICH
BOARD OF SELECTMEN

By: _____
Name:
Title:

List of Exhibits

- EXHIBIT A: Approved Plans
- EXHIBIT B: Construction Schedule
- EXHIBIT C: Subordinate Funding Source(s)

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ a member of the Town of Sandwich Board of Selectmen, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, on behalf of the Town of Sandwich.

(Official Signature and Seal of Notary)

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, as _____ who proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, on behalf of _____.

(Official Signature and Seal of Notary)

ATTACHMENT # 14

Wastewater disposal map

ATTACHMENT # 15

Town of Sandwich Sewer Regulations (Download Link)

[http://sandwichmass.org/PublicDocuments/SAND Sewer Regulations 2013 08-22.pdf](http://sandwichmass.org/PublicDocuments/SAND_Sewer_Regulations_2013_08-22.pdf)

ATTACHMENT # 16

Town of Sandwich Highway and Byway Map
(Town Parcel Subject to RFP Highlighted with Red Star)

Highways & Byways in the Town of Sandwich

The Oldest Town on Cape Cod
2014



Legend

- State & Federal
- Town & County
- Other
- Scenic

BOURNE

BARNSTABLE

MASHPEE

The Town of Sandwich, Massachusetts, is a public agency of general administration. The Town's Water Division and Town of Sandwich make no warranty, representation or promise as to the content, accuracy, completeness, or timeliness of any of the data or information provided herein. The user should always use the data provided herein for any purpose. Any reliance on information herein for any purpose is at the user's sole risk. The Town of Sandwich is not liable for any damages, including loss of data, loss of profits, business interruption, loss of business information or other consequential loss that may result from the use of the mapping service or the information it contains.

Scale 1:15,000



OFFICE OF THE TOWN ENGINEER
16 Lee Street, Sandwich, MA 01960
TEL: 508.833.8000 FAX: 508.833.8025
E-mail: register@townofsandwich.com

File Name: Etn_map.mxd Printed: March 5, 2014

TAB ③

South Sandwich Village – Mixed Use Sports Complex

Request for Proposals for the Sale of Commercial Land

6/16/2014
R.P. Clark Consulting, LLC.
Town of Sandwich, Massachusetts

R.P. Clark Consulting, LLC.
Contact: Robert P. Clark
24 Emmons Road
Falmouth, Ma 02540
Phone: 508-284-6967
Bobcapecod15@comcast.net

Joint Development Partnership;

**Falmouth Properties, Robert Clark
Dan Duquette Sports Academy, Daniel Duquette
Boston Global Investors, John Hynes**



NRG Energy

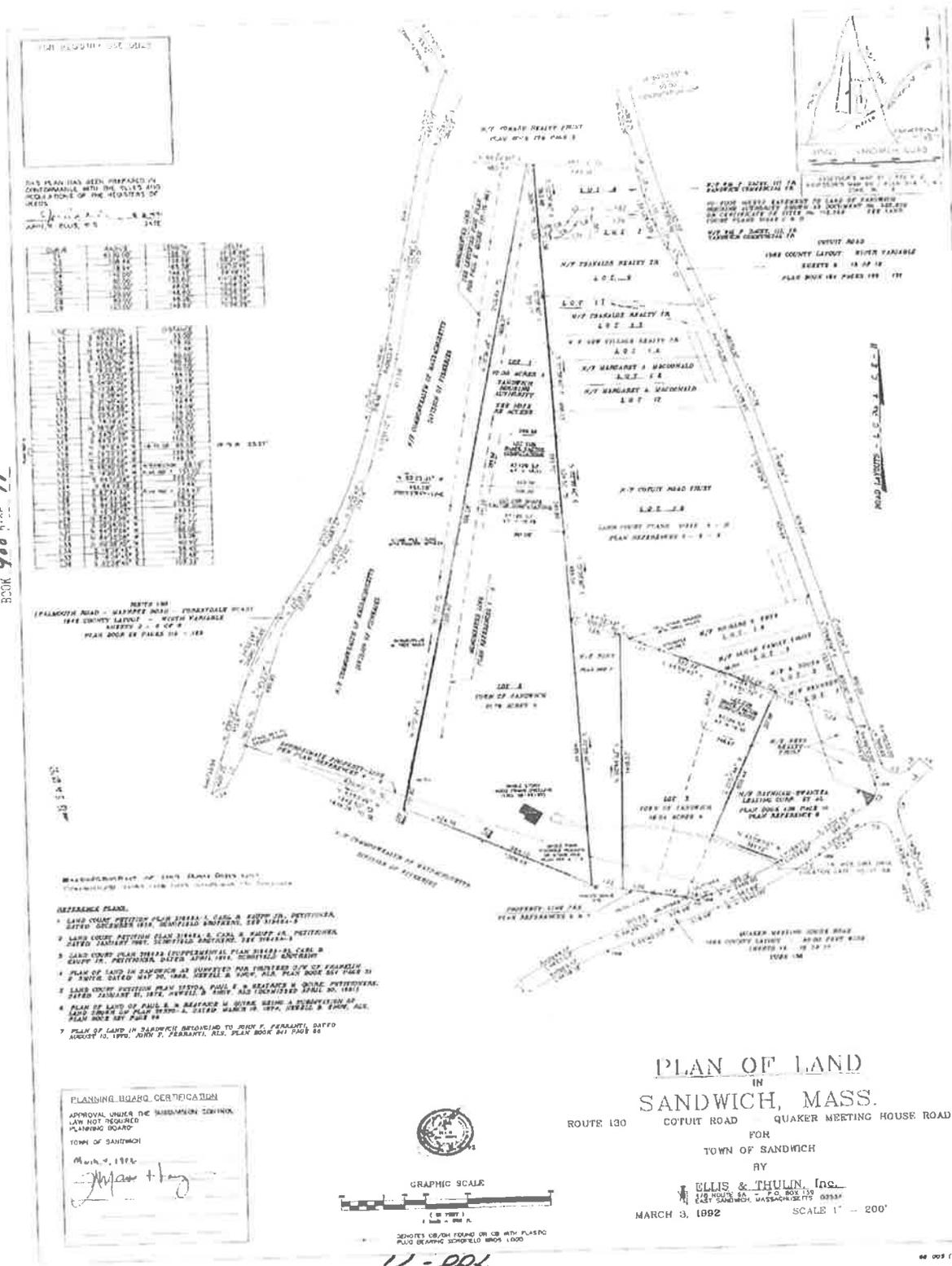
South Sandwich Village – Mixed Use Sports Complex

R.P. Clark Consulting, LLC

Response For Proposals Town of Sandwich, Massachusetts, Due Date June 16, 2014

BOOK 988 PAGE 11

488-71



THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE MASSACHUSETTS BOARD OF REGISTRY IN CHARGE OF LAND SURVEYING.

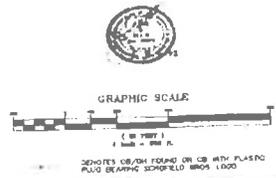
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NOTES: 1. PALMOUTH ROAD - WESTERN SIDE - PINKNEY ROAD - 1892 COUNTY LAYOUT - NORTH VARIABLE SHEETS 2, 3, 4 & 5 PLAN BOOK 88 PAGES 118 - 122

- REFERENCE PLANS:
1. LAND COURT DECISION PLAN NUMBER 1, CASE NO. 1892 IN PETITIONER, DATED OCTOBER 1892, SANDWICH SUPERIOR, 227 DORSET ST.
 2. LAND COURT DECISION PLAN NUMBER 2, CASE NO. 1893 IN PETITIONER, DATED JANUARY 1893, SANDWICH SUPERIOR, 227 DORSET ST.
 3. LAND COURT DECISION PLAN NUMBER 3, CASE NO. 1894 IN PETITIONER, DATED JUNE 1894, SANDWICH SUPERIOR, 227 DORSET ST.
 4. PLAN OF LAND IN SANDWICH AS SUBMITTED FOR REGISTERED PLAN OF SANDWICH, DATED MAY 30, 1892, SHEETS 2, 3, 4 & 5, PLAN BOOK 88 PAGE 118.
 5. LAND COURT DECISION PLAN NUMBER 4, CASE NO. 1895 IN PETITIONER, DATED JANUARY 1895, SANDWICH SUPERIOR, 227 DORSET ST.
 6. PLAN OF LAND OF PAUL B. W. BENTON & SONS, BEING A SUBDIVISION OF LAND OWNED BY PAUL BENTON, DATED MARCH 18 1874, SHEETS 2, 3, 4 & 5, PLAN BOOK 88 PAGE 118.
 7. PLAN OF LAND IN SANDWICH BROUGHT TO JOHN F. FERRANTI, DATED AUGUST 10, 1890, JOHN F. FERRANTI, RES. PLAN BOOK 88 PAGE 88.

PLANNING BOARD CERTIFICATION
 APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
 PLANNING BOARD
 TOWN OF SANDWICH
 March 3, 1892
Max H. ...



PLAN OF LAND
 IN
 SANDWICH, MASS.
 ROUTE 130 COFFIT ROAD QUAKER MEETING HOUSE ROAD
 FOR
 TOWN OF SANDWICH
 BY
 ELLIS & THULIN, Inc.
 100 SOUTH BROADWAY, SANDWICH, MASSACHUSETTS 02563
 MARCH 3, 1892 SCALE 1" = 200'

11-884

66 005 (2010)

Request for Proposals for the Sale of Commercial Land

Due Date: June 16, 2014

The Town of Sandwich, Massachusetts (the "Town"), acting through its Board of Selectmen and in cooperation with the Sandwich Economic Initiative Corporation (the "SEIC"), is issuing this Request for Proposals (RFP) for the sale and development of a parcel of Town-owned real property, consisting of approximately 56.21 acres +/- of commercially zoned land, located on Quaker Meetinghouse Road, near the intersection with Cotuit Road in Sandwich, MA (hereafter referred to as the "Property").

1. Assessor's Map 17, Lot 134, 71 Quaker Meetinghouse Road, containing approximately 18.04 acres; and
2. Assessor's Map 17, Lot 137, 0 Off Quaker Meetinghouse Road, containing approximately 6.12 acres; and
3. Assessor's Map 17, Lot 138, 333 Cotuit Road, containing approximately 31.79 acres;

Parcel identified as Assessor's Map 17, Lot 222, 61 Quaker Meetinghouse Road, containing approximately 3.00 acres is a parcel that the Town of Sandwich acquired from the Massachusetts Division of Fisheries and Wildlife to be used for access purposes only.

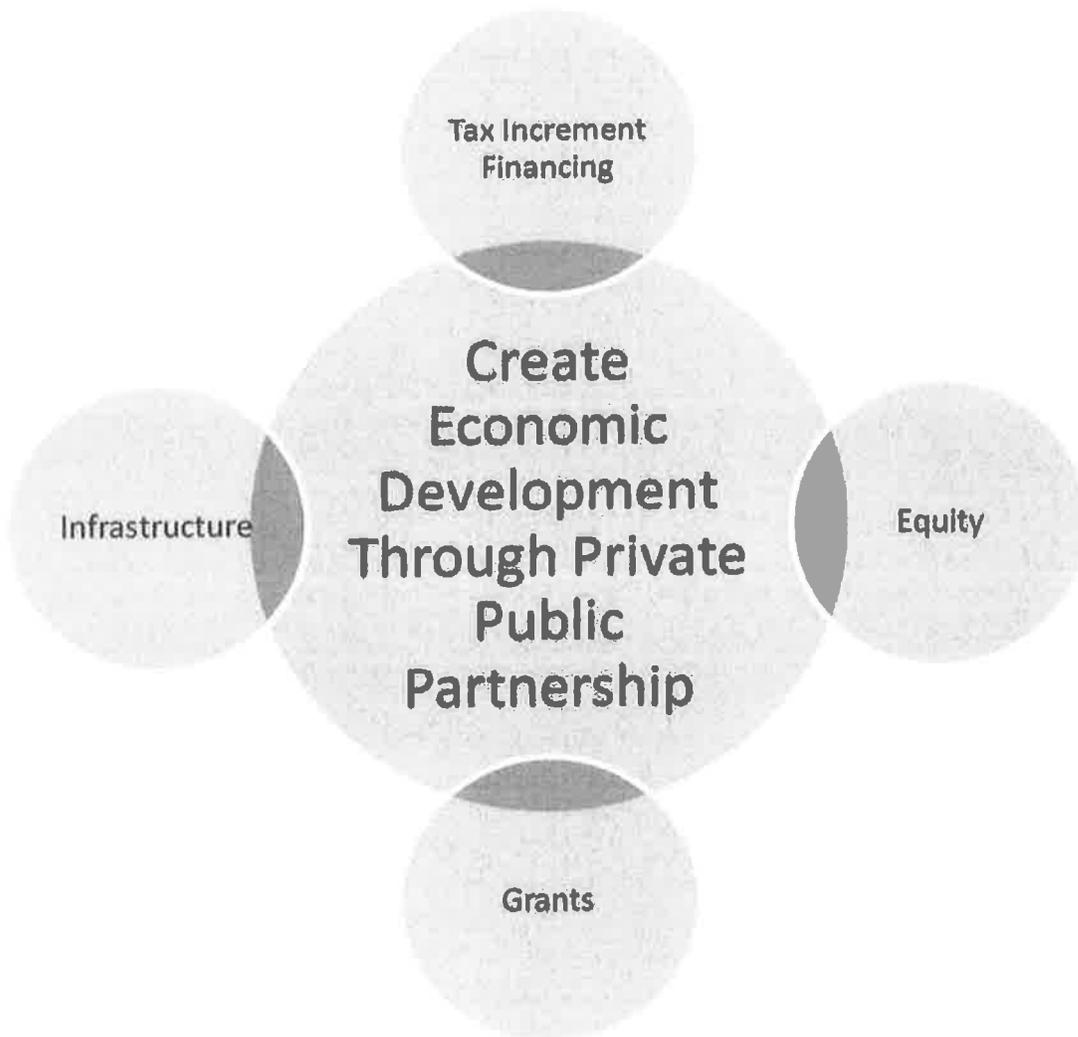
Parcel identified as Assessor's Map 17, Lot 144, 0 Cotuit Road, containing approximately 2.61 acres is a parcel that the Developer will acquire from Cape Cod Cooperative Bank to provide secondary access to Cotuit Road.

Overview

This proposed joint development partnership combines the resources, assets and power of many diverse industries. The real estate industry, the tourism and travel industry, the energy and sustainable alternative business, and the business of sports combine to provide the economic engine necessary for change. All multi-billion dollar industries individually, but their combined investment focused directly into Sandwich will provide explosive growth and revenues for the community.

Falmouth Properties, Dan Duquette Sports Academy, NRG Energy, Inc. ("NRG or "NRG Energy"), and Boston Global Investors have joined forces and will combine their knowledge base, resources and expertise to form a unique business plan. Which we hope is seen as an exciting opportunity for the community. This joint development partnership will provide the structure to expand and transform the key industries of Sandwich and Cape Cod. The budgeted investment of \$150 million dollars into recreation, real estate, energy solutions, and needed infrastructure is only the first phase. This will set the platform for continued investment into future plans for the Industrial Park and Marina District.

The key to the success of this venture is a true public private partnership focused on the domain of infrastructure. The infrastructure needs of Cape Cod are staggering. Without the commitment to investing in our future there can only be limited growth.



The Commonwealth of Massachusetts has doubled the annual amount of investment into infrastructure yet has maintained the highest bond rating in the history of the Commonwealth. Infrastructure investment is the greatest multiplier of GDP growth.

"Infrastructure - the Unglamorous job of governing, but it supports everything else."

- Deval Patrick, Governor of Massachusetts

The Commonwealth is a national leader in Innovation, Education, and Infrastructure. Massachusetts is committed to investing into things that bring us growth. The multiplier effect of investment into infrastructure is a proven strategy that creates jobs right now but also sets the platform for future growth.

Massachusetts' cities, town, and regions have the potential to develop new and existing industries that expand the state's competitive advantage. However, the state's potential for growth relies on having the tools in place to support new infrastructure, which will pave the way for future economic development.

By forming partnerships with the developers, the Cape Cod Commission, the Commonwealth, MassDevelopment and utilizing Federal Government programs, The Town of Sandwich can address unique community needs in a collaborative and innovative manner.

Sandwich's Past Planning Efforts

Over the last 30 years, Sandwich has taken part in numerous planning initiatives. A list of key plans and initiatives that factored into the Local Comprehensive Plan (LCP) update includes the following:

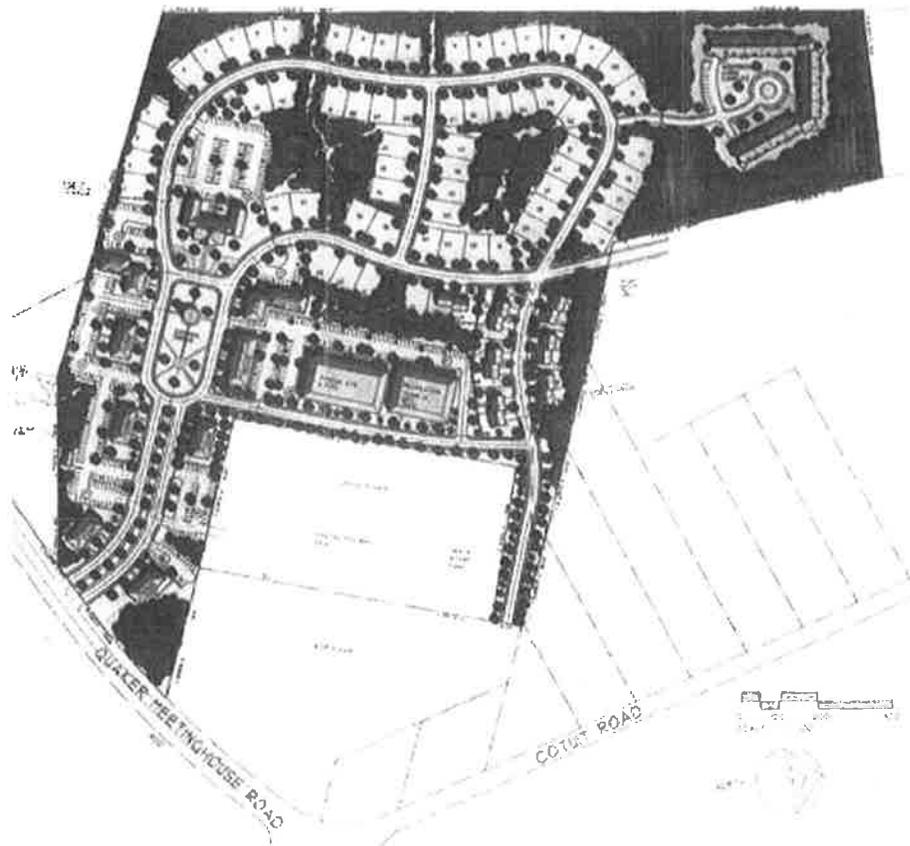
- Local Comprehensive Plan, 1970, 1987, 1996;
- Wastewater Facility Plans, 1980, 1989 and 1992;
- The Marina Study, 1993;
- Cross-Cape Trail Feasibility Study, 1995;
- Town of Sandwich Open Space and Recreation Plan, 2006;
- Recreational Ball Field Development Plan, Town of Sandwich, 2007;
- Sandwich Pathways Trail Plan, Cape Cod Conservation Trust, 2004;
- A Visitor Welcome, Wayfinding, and Accessibility Improvement Program, 2007;
- Community Affordable Housing Plan, 2004;
- Flood Hazard Mitigation Plan, 2002;
- Transportation Element, Sandwich Local Comprehensive Plan, Phase I, Existing Conditions Inventory and Capacity Analysis, Phase II Future Projections and Analysis, VHB, 2002;
- Water Resources Draft (plan element update), ESS, 2005;
- Sandwich Water District Water Demand Study, 2003;
- Nitrogen Loading in Public Water Supply Recharge Areas, Sandwich, CCC, 1995;
- Sandwich Public Schools Master Plan Study, HMFH Architects, Inc., 1997;
- Current Long-Range Plan, 2007;
- Current Capital Facilities Plan, 2007;
- Town of Sandwich Historic Preservation Plan, 2002;
- Sandwich Documentary Heritage Project, 2006; and
- Cape Cod Commission Regional Policy Plan, 2002

- Source, Local Comprehensive Plan Town of Sandwich, Ma, May 2009

The Town of Sandwich with the Cape Cod Commission and other state and local organizations have dedicated a significant amount of study, time, review and financial resources over the past decade including the following efforts:

- Sandwich Development Project #TR20077, Development of Regional Impact (DRI) Decision of the Cape Cod Commission, March 23, 2006;
- South Sandwich Village EEA #14784, Final Environmental Impact Report (FEIR) Executive Office of Energy and Environmental Affairs, November 14, 2012;
- Contemplated Three Party Development Agreement for South Sandwich Village Town, Cape Cod Commission, and Tsakalos Realty Trust (TRT), December 19, 2013;
- Pathways to the Future, Market Analysis for South Sandwich Village Center Center for Policy Analysis, University of Massachusetts Dartmouth, March 2010;
- RESET and DLTA, Evaluation of Development Options for South Sandwich Village Center Cape Cod Commission, Economic Development, Spring 2014;
- Market Assessment for Cape Cod, Massachusetts Cape Cod Commission, The Chesapeake Group, Inc, Winter 2014;
- Cape Cod Commission Regional Policy Plan Cape Cod Commission, Effective January 16, 2009, as amended August 17, 2012; and
- Comprehensive Economic Development Strategy (CEDS) – 2014 5 year update Cape Cod Commission, June 30, 2014

Overview of Past Development Attempts



Source: South Sandwich Village Center TIGER Grant Application, September 2009

Since the 1980's, the Town has recognized the need for redevelopment of South Sandwich Village. The development has been a priority for the Town for the past 20 years. A series of economic development initiatives have been attempted in this area but have languished;

- The 1996 Master Plan developed for the Town identified SSVC as a significant economic development center.
- In 2005, the Town accepted a \$6,000,000 bid for the development of this parcel from a group of private developers.
- In 2006, a separate developer proposed a mixed use project with a supermarket on a nearby parcel within the SSVC. Approved as a Development of Regional Impact by the CCC on March 23, 2006.
- In 2009, the Town submitted a TIGER Grant Application to the U.S. Department of Transportation. A grant of \$16,604,000 was requested to fund the construction of the needed transportation improvements.
- During 2012, an abutting property owner proposed a project of approximately 886,600 square feet of mixed-use space within the SSVC.
- In 2013, the Town accepted a bid of \$4,800,000 for the development of this parcel from this abutting property owner.

The Town is subject to the jurisdiction of the Cape Cod Commission (CCC), a regional planning and regulatory authority that has the statutory authority to review developments of this scale.

Cape Cod Commission

The Cape Cod Commission is the regional planning agency for Barnstable County. The Commission is charged, under the Cape Cod Commission Act (1989 state legislation), to “ensure balanced economic development” that will provide quality jobs today and preserve the natural resources, beauty, and heritage of Cape Cod for the next generation.

The Cape Cod Commission Act calls for the development of a Regional Policy Plan (RPP) to outline a coherent set of planning policies and objectives to guide development on Cape Cod and to protect its resources. The RPP establishes a basis for economic development planning on Cape Cod, envisioning synergy between economic development and the protection and preservation of the Cape's resources and heritage.

The Comprehensive Economic Development Strategy (CEDS) is built on the Cape Cod Regional Policy Plan (RPP); it incorporates the economic development goals and regional growth policy from the RPP.

CHAPTER A: Enabling Regulations Governing Review of Developments of Regional Impact - Revised March 2013

Describes the different types of Cape Cod Commission jurisdiction,

- Development of Regional Impact (DRI) thresholds;
- Process and procedure for Commission review of projects,
 - DRIs,
 - change-of-use and
 - limited DRI determinations;
- Chapter H-related proposals;
- Discretionary referrals;
- DRI exemptions;
- Hardship exemptions, including hardship exemptions for Projects of Community Benefit and;
- Jurisdictional determinations.

CHAPTER B: Regional Policy Plan (RPP) - Effective January 16, 2009, As Amended - Latest ordinance effective August 17, 2012

The Cape Cod Regional Policy Plan (RPP) is a planning and a regulatory document, required in the Cape Cod Commission Act, serves several purposes.,

- As a planning document, the RPP develops a growth policy for Cape Cod;
 - identifies key resources of regional importance, and
 - provides the framework for town local comprehensive planning efforts.
- As a regulatory document, the RPP;
 - contains the "Minimum Performance Standards" that are required of all Developments of Regional Impact (DRIs) that fall within the Commission's jurisdiction.

Cape Cod Economic Development District

- Cape Cod was designated an Economic Development District (EDD) by the U.S. Economic Development Administration (EDA) on December 19th, 2013.
- In conferring this designation the EDA has committed to providing financial assistance to economic development in distressed communities on Cape Cod.
- Potential future funding will be instrumental in reducing distress in this region.

FUNDING OPPORTUNITIES, EDA a bureau within the U.S. Department of Commerce

2014 ECONOMIC DEVELOPMENT ASSISTANCE PROGRAMS

Under this FFO, EDA solicits applications from applicants in rural and urban areas to provide investments that support construction, non-construction, technical assistance, and revolving loan fund projects under EDA's Public Works and Economic Adjustment Assistance programs. **Grants and cooperative agreements made under these programs are designed to leverage existing regional assets and support the implementation of economic development strategies that advance new ideas and creative approaches to advance economic prosperity in distressed communities.**

Cape Cod Comprehensive Economic Development Strategy (CEDS) - ACTION PLAN

Submitted to the EDA by the CCC, June 30, 2014.

The purpose of the CEDS Action Plan is to lay out a roadmap for the plethora of entities involved in economic development on Cape Cod so they may coordinate their resources to achieve the greatest impact.

The Action Plan includes regional priority issues, regional priority projects, and local priority projects. The regional priority issues are:

- Wastewater Infrastructure,
- Transportation Infrastructure,
- Telecommunications Infrastructure,
- Energy Infrastructure,
- Entrepreneurship/Research & Development,
- Demographic Diversity, and
- Housing Affordability.

Developers attempting to create development in the SSVc have been faced with significant mitigation costs required by the CCC and the Town.

Wastewater Infrastructure	\$ 25,000,000	1
Transportation Infrastructure	16,604,000	2
Open Space / Natural Resources	<u>730,730</u>	3
Infrastructure / Mitigation	<u>\$ 42,334,730</u>	

1 pg 72 - Interim Wastewater Solutions Study, Draft August 2011 - Wright-Pierce Engineering

2 pg 12 - TIGER Grant Application, September 15, 2009 - Town of Sandwich

3 pg 20 - DRI Decision dated March 23, 2006 - Cape Cod Commission

The project site is located in a Significant Natural Resource Area

65% open space requirement 36.54 acres.

The Town has been seeking a developer for their parcel for over ten years. They have issued three requests for proposals to sell the property but, for a variety of reasons including lack of infrastructure and permitting requirements, they have not yet sold the property.

Future development of the SSVc and Industrial Park is a \$ 50,000,000 million dollar infrastructure problem that needs to be addressed before any real development can take place in the Town. An active public/private partnership is necessary for this town-wide development opportunity. The key is the ability to coordinate infrastructure improvement funding.

INFRASTRUCTURE FINANCING

MassDevelopment offers financing options to support infrastructure projects within Massachusetts. Eligible public infrastructure projects may include: roadways and intersections; water and waste water facilities; transportation facilities such as train stations and bus depots; seawalls, docks, bridges, and tunnels; streetscape including sidewalks, electric lines, and street lights; parks, playgrounds, and recreational facilities; parking garages; brownfield mitigation; and other costs.

Local Infrastructure Development Program (M.G.L. Chapter 23L)

- Property owner can finance public infrastructure improvements with tax-exempt bonds.
- Bonds are issued by MassDevelopment and debt service is paid through a special assessment on the property. Credit on bonds is **based on the property owner** and/or credit enhancement.

District Improvement Financing (DIF), called TIF in other states (M.G.L. Chapter 40Q)

- Public infrastructure improvements can be financed from local incremental property taxes.
- Bonds issued by municipality or MassDevelopment and may require credit support from the municipality or the developer. Credit **based upon incremental property taxes** within district.

Infrastructure Investment Incentive (I-Cubed) (Legislation last revised in M.G.L. Ch. 238 of the Acts of 2012)

- Program promotes public infrastructure improvements to support certified economic development projects. Credit **based upon State's General Obligation**.

All three programs can be used together or in combination to meet a project's financing needs.

We plan to utilize the best management practices of all the past resources that have been partially completed and ultimately failed because of various obstacles. Leverage the past successful efforts of each various attempts to achieve ultimate success with this proposal.

- Sandwich Development Project #TR20077, Development of Regional Impact (DRI) Decision of the Cape Cod Commission, March 23, 2006;
- South Sandwich Village EEA #14784, Final Environmental Impact Report (FEIR) Executive Office of Energy and Environmental Affairs, November 14, 2012;
- Contemplated Three Party Development Agreement for South Sandwich Village Town, Cape Cod Commission, and Tsakalos Realty Trust (TRT), December 19, 2013;
- RESET and DLTA, Evaluation of Development Options for South Sandwich Village Center Cape Cod Commission, Economic Development, Spring 2014;

By successfully leveraging past studies of the locus with current financing options we can accelerate the timeline of future development in South Sandwich Village.

Narrative Description and Overview of Proposed Development

“There is nothing that brings a community, people together like sports.”

- Robert Kraft, owner New England Patriots, New England Revolution, and Patriot Place.

The Game Plan;

Develop active recreational sports facilities to support the needs of the youth and recreational sports communities. Focus on the youth athletic travel industry, sports tournaments and the explosive youth travel sports movement. Create a plan that supports the business and retail growth that the Town has been seeking for South Sandwich Village, the Marina District, Industrial Park, and Sandwich Hollows Golf Course. Reinvest in the current infrastructure of the outdoor recreation facilities available at Oak Crest Cove and the School Department.

- Phase 1 – SSVC, outdoor active recreation complex, indoor field house.
- Phase 2 – Marina District, Canal, indoor hockey rink, Olympic swimming facility.
- Phase 3 – Industrial Park, outdoor recreation supporting additional soccer, lacrosse.
- Concurrent investment into the existing town-wide recreation infrastructure.

The youth sports travel industry is worth an estimated \$7 billion.

The market is currently growing by 3 to 5 percent annually.

National Association of Sports Commissions, Stephanie Brown July 22, 2013. Sports Business Journal.

Per Wendy Northcross, CEO of the Cape Cod Chamber of Commerce, there was \$1 billion in direct spending in the tourism industry on Cape Cod in 2012. On average two domestic visitors who spend the night on Cape Cod spend \$700 dollars.

In 2012, \$1 billion in direct spending in the tourism industry on Cape Cod,

Sandwich currently captures ONLY 2% of this market share.

“Although reasonable people have been known to disagree on how to compute the economic impact of sports travel everyone will agree visitors have a beneficial impact. They come, they stay, and they spend. The new dollars entering the local economy benefit local businesses and produce new jobs and taxes.”

**National Association of Sports Commissions.

“Phase 1” of the proposed plan is to develop a **“Mini-Patriot Place”** property geared to the youth athletic travel community. We believe that Sandwich is uniquely situated to take advantage of this growing opportunity.

Our goal is to build the premier destination sports complex in North America. The ultimate vision is to develop a Resort Destination here in Sandwich, Massachusetts that focuses on the needs of the families who are taking their vacations around their children’s sports activities. Promote economic vitality based on this booming travel industry.

The sport of baseball has a rich history in Sandwich and on Cape Cod. The Cape Cod Baseball League is the country’s premier summer college baseball league. It all started here in Sandwich. The Nichols Club played on School Street and hosted the first Cape Cod Baseball League team starting in 1865. Our plan is to continue this tradition and expand it and help make Cape Cod the premier summer baseball location for all of youth baseball. Head-quartered right here in Sandwich, Massachusetts.

Additional phases of our project will include indoor activities. Hockey, Basketball, Indoor Soccer and an Olympic Pool are planned for the Community Center to be located in the Marina District.

Our partnership includes NRG Energy in the design of the sustainable energy plan for this project. NRG is already the largest tax payer in the community and is the renewable energy partner at Patriot Place.

The “Stay and Play” sports event travel industry is a niche of the tourism industry that uses the hosting of sporting events to attract visitors to communities in order to drive economic impact.

The proposed athletic project consists of an indoor athletic field house, four baseball/softball fields, three outdoor mixed use fields and parking for 1,500 cars with a solar roof system designed by NRG.

Outdoor activities;

- Baseball Softball Field Hockey
- Soccer Lacrosse
- Football Flag Football Rugby

Indoor activities;

- Basketball Soccer Lacrosse
- Baseball Softball
- Dance Cheerleading

- Ice Hockey (at Marina facility)
- Swimming and Diving (at Marina facility)

“Youth sports tourism wasn’t even a category four years ago, and now it’s the fastest-growing segment in travel.”

Dave Hollander, professor at New York University’s Tisch Center for Hospitality, Tourism.

South Sandwich Village – Mixed Use Sports Complex

R.P. Clark Consulting, LLC

Response to Request For Proposals Town of Sandwich, Massachusetts, Due Date June 16, 2014

Proposed Site Layout



Sandwich Recreational Complex
Sandwich, MA

Preliminary Site Plan

July 29, 2014

DEVELOPER

ARCHITECT: tat the architectural team

tat the architectural team

Proposed Site Layout

Event Center - Fieldhouse	118,000
Soccer, Lacrosse, Basketball	
RETAIL	
Retail 1: RX drug store	15,000
Retail 2: Grocery	12,500
Retail 3:	8,000
Retail 4:	8,000
Retail 5: Office	18,000
Retail 6:	6,000
Retail 7:	4,000
Retail 8:	6,000
HOUSING	
Hotel 1: 150 room hotel	76,800
Hotel 2: 100 room hotel	51,200
Gross Potential Area	323,500

Development Impact Analysis

A. Water Resources

1. Wastewater management

- Sandwich Development Project #TR20077 was approved by the CCC on March 23, 2006.
- Finding WR1. The project is located in the Marine Water Recharge Area for Scorton Creek and within the Zone II area for the Sandwich Public Water Supply. The project must meet the nitrogen-loading standard of 5 ppm.
 - Finding WR2. The applicant proposes to connect the wastewater into the Forestdale Elementary School wastewater treatment plant in order to meet the nitrogen-loading standard of 5 ppm.
 - Per Brian Dudley of MA Department of Environmental Protection, there are currently three waste treatment facilities in Sandwich with three ground water discharge permits at the schools. Each is designed for a flow capacity of 20,000 gpd. Currently the estimated flow per day is between 2,000 – 5,000 gpd. The approximate excess available capacity is between 45,000 -54,000 gpd.

2. Stormwater management using best management practices.

Best management practices that incorporate low impact development techniques will be incorporated into the stormwater design.

- Stormwater from rooftops will be directly infiltrated, thereby reducing the required size of retention structures.
- Stormwater from the remaining paved surfaces will be treated with catch-basins equipped with oil water separators with final discharge to a vegetated retention/infiltration basin equipped with an overflow catch-basin to handle large storm events.
- Vegetated swales will be used as part of the retention/infiltration basin.

B. Natural Resources

1. Needs and mitigation analysis

- The project is located in a Significant Natural Resource Area (SNRA).
- The site is ranked High in the Cape Cod Wildlife Conservation Project analysis in the protection of wildlife habitat.
- Finding NR2 – Does not meet the RPP threshold for wetlands, nor was there evidence of wetland soils or hydrology. The project is not anticipated to impact rare species or their habitat.

2. Percentage of open space and amenities

- The project's location in SNRA would be required to provide 65% open space requirement.
- Outdoor recreation will be approximately 33% of the proposed project development.
- The applicant has proposed investing into additional off-site community recreation needs at the schools, Oak Crest Cove, and the Sandwich Hollows Golf Course.

C. Traffic Impact Analysis

1. Area regional roadways include: Cotuit Road, Quaker Meetinghouse Road (QMR), Route 130, Farmersville Road, Boardley Road, Pimlico Pond Road, Harlow Road, Stowe Road, Pinkham Road, and Great Hill Road.
2. The project is located on Quaker Meetinghouse Road with an existing curb cut which accesses the property, an additional new access will be created across Town-owned land also to QMR.
3. The parcel identified as Assessor's Map 17, Lot 144, 0 Cotuit Road, containing approximately 2.61 acres is a parcel that the Developer will acquire from Cape Cod Cooperative Bank to provide secondary access to Cotuit Road.
4. Past mitigation efforts have identified infrastructure costs between \$718,055 and \$16,604,000 for the identified needs.

D. Municipal Infrastructure Analysis

1. Infrastructure assets and liabilities

- a. Public safety, Town currently planning for Public Safety Building at intersection of QMR and Cotuit Road. Estimated project costs \$30,000,000.
- b. Roadway network. Estimated project costs \$15,000,000.
- c. School system, see Wish List Sandwich School Department. Estimated project costs \$10,000,000.
- d. Wastewater, see #TR20077 approved DRI Decision dated March 23, 2006, see interim Wastewater Solutions Study prepared by Wright-Pierce for the Town. Estimated project costs \$25,000,000.

Future development of the SSV and Industrial Park is a \$ 50,000,000 million dollar infrastructure problem that needs to be addressed before any real development can take place in the Town. An active public/private partnership is necessary for this town-wide development opportunity. The key is the ability to coordinate infrastructure improvement funding.

The new revenue streams (real estate, room, sales & meals tax) created from this development project together with the MassDevelopment 23L financing techniques will provide the necessary capital to solve these complex community needs.

Financial Benefit Analysis

Since the 1980's, the Town has recognized the need for a coordinated, long-term approach to the redevelopment of the SSV that would provide for additional tax revenues.

This project will generate additional tax revenue to the Town equal to approximately \$ 2,700,000.

• Real Estate Tax	\$	1,850,000
• Room Tax	\$	490,000
• Sales / Meals	\$	250,000

Chapter 23L-Local Development Infrastructure Program

- Legislation to fund infrastructure for residential and commercial projects **without** using local or State funds.
- Strictly local municipal option program to assist property owners desiring to finance infrastructure i.e. roads, water, sewer, alternative energy etc.
- May only be used to fund infrastructure costs serving existing or new residential and commercial projects that are **permitted and approved by the municipality**.
- Not a redevelopment program. No eminent domain powers. **No special districts**.
- Specific exclusion of any financial liability or cost for both the municipality and the Commonwealth.
- Bonds would be issued by MassDevelopment and would be secured and paid back by betterment liens on benefited real estate approved by 100% of property owners.
- All powers go to the municipality which must own the infrastructure.

- **The Developed Zone established at the request of ALL property owners and the municipality is merely a geographic area and is not granted any powers.**
- Basis of financing, special assessments and betterment fees, similar to existing General Laws except:
 - No municipal or State responsibility for bond repayment.
 - Broader definition of improvements that may be financed such as alternative energy, parks, dams and conservation land, fiber optic links, transportation stations.
 - Property owners can pay assessment back in as long as 35 years as opposed to 20 years under existing laws.
 - Consent of **ALL** property owners in the Development Zone is required.
 - Public hearing required.
 - Detailed Improvement Plan must describe the proposed infrastructure project in detail, including assessments and financing terms. Material changes require an amendment and municipal approval.
 - Can make workable or enhance other State programs such as District Improvement Financing (DIF).
- Frees up local and State tax dollars for essential services by providing a workable self-financing alternative for property owners.
- Currently, used by 39 other states that funded approximately \$15 billion in infrastructure in 2008.

Our proposal addresses growth and investment in the SSV. \$150,000,000 million dollars is the preliminary projected budget for the first phase of investment into the project.

- Develop new athletic facilities
- Redevelop existing active recreation infrastructure
- Smart Growth
- Sustainable Development
- Creative Financing Alternatives, equity, 23L, grants
- Multiple Income Streams
- Job Growth
- Alternative energy
- Value Added Business Model, supporting the tourism and travel industries

The Market Assessment for Cape Cod, Massachusetts, which was prepared for The Cape Cod Commission by The Chesapeake Group, Inc., under contract to TISCHLERBISE, identified the following under-represented industries in Sandwich.

Zip Code - Sandwich 02563

Under-represented Industry Code Industry Code Description

447110 Gasoline stations with convenience stores

448210 Shoe stores

453998 All other miscellaneous store retailers (except tobacco stores)

713940 Fitness and recreational sports centers

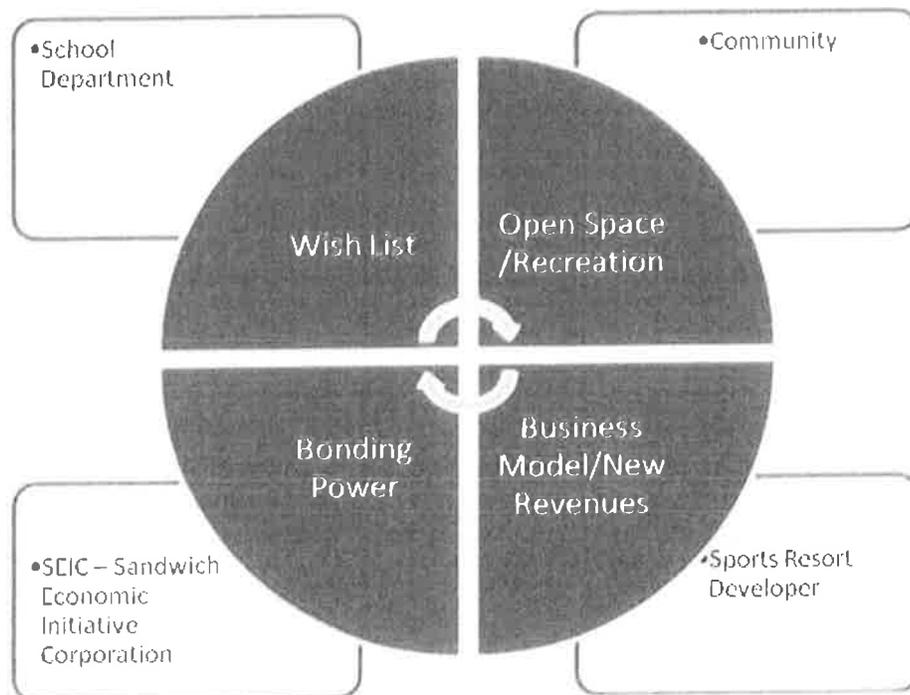
722211 Limited-service restaurants

722410 Drinking places (alcoholic beverages)

This WISH LIST, prepared by Sandwich School Department, has identified various long-term deferred infrastructure improvement needs.

WISH LIST

1. Complete DeConto Stadium (artificial turf, lights, stands, press box)
2. Improvements to varsity baseball field to include artificial turf for extended use
3. Athletic field lighting Sandwich HS
4. Resurface the high school tennis courts
5. Field surface improvements at Oak Ridge, Forestdale and Wing School
6. Repair tennis courts at Oak Ridge and Forestdale
7. Add locker room facility behind the swimming pool to support community pool use and to serve as locker facility for stadium use and spectator restrooms
8. Refurbish the existing locker rooms
9. Remove old asphalt for parking lot nearest varsity baseball to convert to another field
10. Repairs and improvements to the high school parking lot
11. Repairs and improvements to the Sandwich HS theatre complex for district use as well as potential revenue generation for outside group usage
12. Repairs to driveways and parking lots at Oak Ridge and Forestdale
13. In-ground solid set irrigation on remaining playing fields



Impact of New Hotel Rooms

HOTEL	250 Rooms	\$ 100,000		\$25,000,000
Real Estate Tax		\$ 13.72 per \$1,000		\$ 343,000
Room Tax		\$ 10.00 per room	\$ 2,500	\$ 912,500
Gross Potential	DIRECT	NEW	TAX REVENUE	\$ 1,255,500

Impact of New Hotel Rooms

HOTEL	250 Rooms	\$ 100,000		\$25,000,000
Revenue	Per Room	\$ 200.00 per night	.67% occupancy	\$ 12,227,500
Payroll	Direct		.25%	\$ 3,056,875
	Indirect		.25%	\$ 764,220
Gross Potential	Payroll			\$ 3,821,095

Employment

- Tourism provides both direct and indirect employment
- Firms such as hotels, restaurants, museums, and resorts provide direct employment because their employees are in contact with tourists and provide the tourist experience.
- Employees of firms providing goods and services to the direct employment firms, such as construction firms, restaurant suppliers, create indirect employment.

ROOM TAX - BARNSTABLE COUNTY

	2012		2000		INCREASE / (DECREASE)	
Barnstable	4,862,164	19%	3,626,263	18%	1,235,901	34%
BOURNE	193,087	1%	219,904	1%	(26,817)	-12%
Brewster	1,975,641	8%	1,233,067	6%	742,574	60%
Chatham	2,924,621	11%	2,220,618	11%	704,003	32%
Dennis	902,808	4%	1,178,239	6%	(275,431)	-23%
Eastham	686,136	3%	534,875	3%	151,261	28%
Falmouth	2,387,935	9%	2,128,276	10%	259,659	12%
Harwich	1,303,759	5%	822,305	4%	481,454	59%
MASHPEE	161,688	1%	743,030	4%	(581,342)	-78%
Orleans	502,862	2%	455,989	2%	46,873	10%
Provincetown	3,306,951	13%	2,149,010	10%	1,157,941	54%
SANDWICH	523,409	2%	649,035	3%	(125,626)	-19%
Truro	834,018	3%	677,339	3%	156,679	23%
Wellfleet	289,197	1%	255,026	1%	34,171	13%
Yarmouth	<u>4,814,844</u>	<u>19%</u>	<u>3,636,319</u>	<u>18%</u>	<u>1,178,525</u>	<u>32%</u>
Room Tax	<u>25,669,120</u>	<u>100%</u>	<u>20,529,295</u>	<u>100%</u>	<u>5,139,825</u>	<u>25%</u>

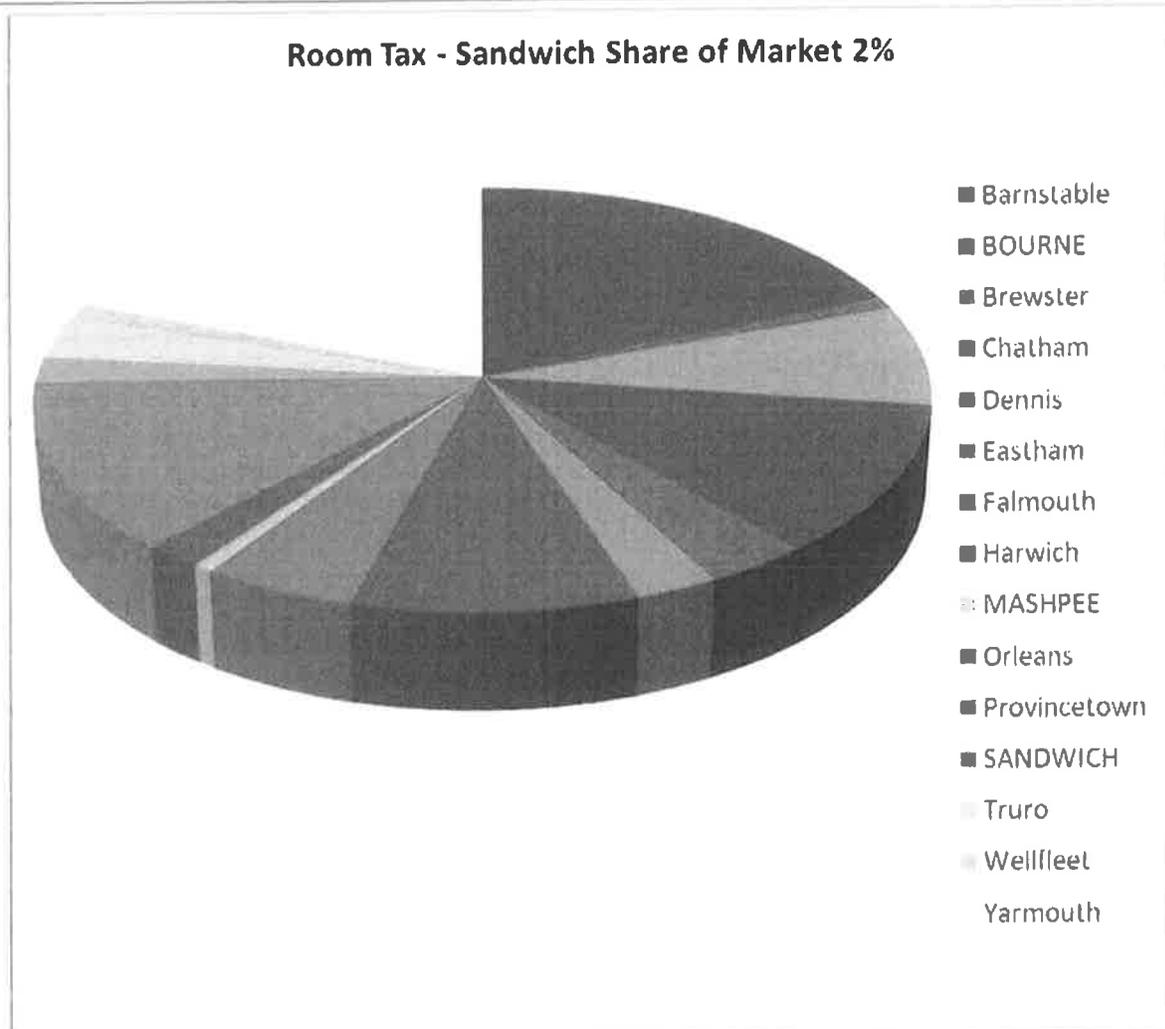


Figure 1 – Room Tax Barnstable County

Multiplier Effect

- **Tourism’s contribution to the income of an area is enhanced by the phenomenon known as the tourism income multiplier (TIM).**
- **This arises because money spent by tourists in the area will be re-spent by recipients, augmenting the total.**
- **The multiplier is the factor by which the tourist spend is increased in this process.**

UPPER CAPE	2012	% 2012	2000	%2000	\$ Change	% Change
BOURNE	193,087	0.0075	219,904	0.0107	(26,817)	(0.1219)
MASHPEE	161,688	0.0063	743,030	0.0362	(581,342)	(0.7824)
SANDWICH	<u>523,409</u>	<u>0.0204</u>	<u>649,035</u>	<u>0.0316</u>	<u>(125,626)</u>	<u>(0.1936)</u>
	<u>878,184</u>	<u>0.0342</u>	<u>1,611,969</u>	<u>0.0785</u>	<u>(733,785)</u>	<u>(0.4552)</u>

Room tax revenues have increased by 25 % in Barnstable County in the period from year 2000 and year 2012. In this same time period room tax revenues have decreased by 45% in the towns of Sandwich, Bourne, and Mashpee.

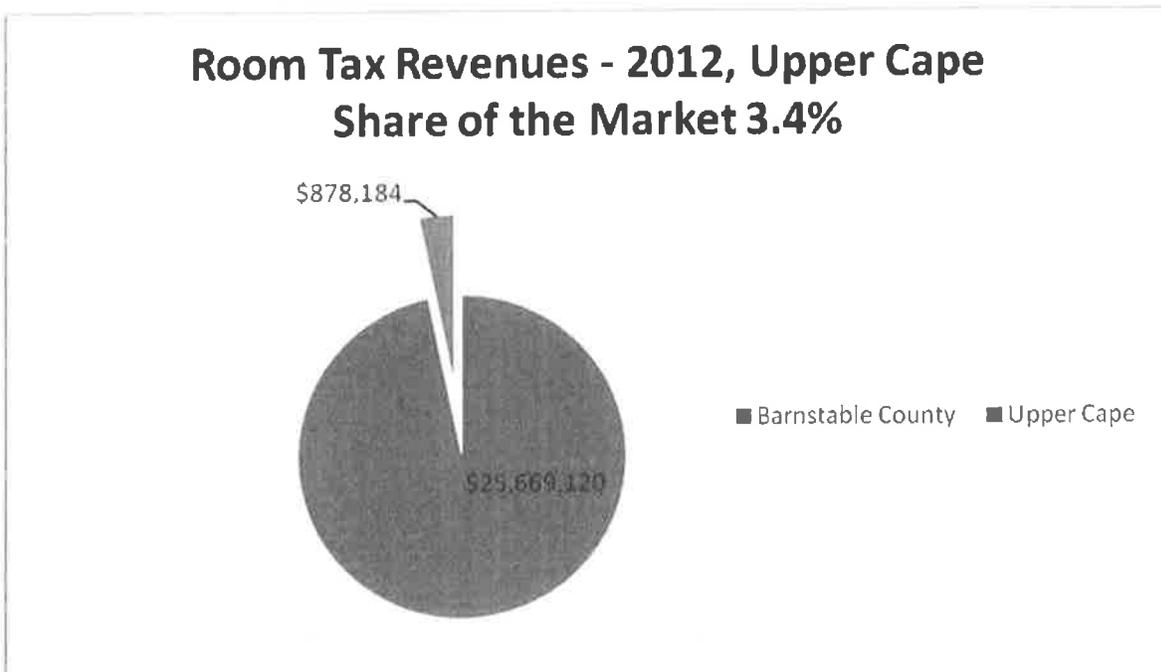


Figure 2 - Upper Cape % Share of Room Tax Revenue

Sandwich, Bourne, Mashpee, and Otis represent 25% of the 16 communities of Barnstable County, yet account for only 3.4% of the collection of room tax revenues.

This GAP of 21.6% is an opportunity cost/loss of \$ 5,544,530 million dollars in potential share of room tax dollars in Barnstable County.

Description of Permitting Strategy

South Sandwich Village, the Industrial Park, and the Marina District are identified as Strategic Planning Areas in the updated LCP. The community identified these districts as strategic planning areas that needed to be developed to realize their full potential.

Many of the growth management initiatives incorporated into the plan are sustainable development applications. Smart Growth and Sustainable Development Strategies target development into specific commercial districts. This development plan and the LCP are consistent with the Commission's Regional Policy Plan.

The Cape Cod Commission Act calls for regional coordination. The Act requires that the Regional Policy Plan to establish a policy for coordinating planning efforts by working with local, regional, state and federal government agencies and with civic, education, and nonprofit organizations.

As such, we believe any development in these districts needs to be a coordinated effort and by definition are Developments of Regional Impact (DRI).

South Sandwich Village, Past Studies;

- Contemplated Three Party Development Agreement for South Sandwich Village Town, Cape Cod Commission, and Tsakalos Realty Trust (TRT), December 19, 2013;
- South Sandwich Village Center TIGER Grant Application, September 2009;
- South Sandwich Village EEA #14784, Final Environmental Impact Report (FEIR) Executive Office of Energy and Environmental Affairs, November 14, 2012;
- Sandwich Development Project #TR20077, Development of Regional Impact (DRI) Decision of the Cape Cod Commission, March 23, 2006;
- RESET and DLTA, Evaluation of Development Options for South Sandwich Village Center Cape Cod Commission, Economic Development, Spring 2014;

Regulatory Coordination;

In addition to supporting the efforts of local planning committees and infrastructure-related committees, the Cape Cod Commission coordinates with local boards on the regulatory review of Developments of Regional Impact. Commission decisions are consistent with local bylaws and regulations, as required by the Cape Cod Commission Act. (The Commission may, however, impose more stringent conditions on development than may be required by local review.)

The Cape Cod Commission seeks each town's designation of a Development of Regional Impact (DRI) municipal staff liaison to the agency. The DRI liaison is a primary point of contact between the Cape Cod Commission staff and the town officials on DRI-related matters and facilitates communication between the two.

The DRI liaison's responsibilities also include:

- informing Commission staff of town concerns and issues during DRI review;
- ensuring that the town's view point has been communicated to the Commission DRI subcommittee through written or verbal testimony;
- soliciting the review and confirming letter or testimony for the record regarding consistency or inconsistency with the town's Local Comprehensive Plan, Districts of Critical Planning Concern, and local zoning;
- ensuring that town officials are informed regarding DRI status and pending issues;
- attending DRI pre-application meetings;
- attending DRI public hearings, subcommittee meetings, site visits, and Commission meetings;
- coordinating meetings with other town officials as needed;
- facilitating communication between town officials and local technical staff;

EXPEDITED PERMITTING (43D)

MassDevelopment plays a significant role in the state's expedited permitting initiative, the 43D Program. We work with the Massachusetts Permit Regulatory Office, regional planning associations (RPAs), the Massachusetts Office of Business Development, and the Massachusetts Alliance for Economic Development to ensure that communities get the technical assistance they need to utilize 43D, and those companies seeking sites in Massachusetts experience an efficient and equitable permitting process. Technical assistance provided by MassDevelopment includes:

- Assisting municipalities in identifying appropriate Priority Development Sites (PDS)
- Working with municipalities to identify ways to address and/or mitigate existing limitations or challenges associated with the PDS to facilitate development by targeted businesses
- Helping publicly-owned PDS determine the best mix of uses for the site(s) and, as needed, assist in pre-permitting site(s) through MEPA and other state permitting agencies to attract targeted businesses
- Assisting with expedited review of development projects by targeted businesses by providing professional resources to municipalities without sufficient staff and/or in-house expertise.

By working cooperatively the identified obstacles to future development can be efficiently and effectively solved.

This is a project of "local community benefit" and as such qualifies for support at all levels.

Recreational Facility Siting: The Cape Cod Commission will assist towns in finding appropriate sites for public regional recreational facilities to ensure protection of sensitive natural resources. The Cape Cod Commission will also encourage the location of public recreational facilities in village center areas when appropriate.

Cape Cod Commission Regional Policy Plan

DRI Exemptions

A project that otherwise meets or exceeds a DRI threshold may be granted an exemption from DRI review if the applicant can demonstrate that the project does not have regional impacts as defined by Section 12(k) of the Act. A DRI Exemption decision is valid for three years.

Hardship Exemptions

Projects that are determined to be DRIs may, under certain circumstances, receive a hardship exemption from full DRI review subject to the standards outlined in Section 8 of the DRI Enabling Regulations. To qualify, the applicant must demonstrate to the Cape Cod Commission's satisfaction that a financial hardship or a hardship in the land or otherwise exists such that the applicant needs relief from meeting the Regional Policy Plan's Minimum Performance Standards. The Commission may grant relief where such relief will not be a substantial detriment to the public good and will not nullify or substantially derogate from the intent and purposes of the Cape Cod Commission Act. Projects should comply with the Minimum Performance Standards of the Regional Policy Plan to the maximum extent feasible; any relief granted from compliance should relate directly to the nature of the hardship and be the minimum needed to address the hardship. A Hardship Exemption is valid for seven years.

Projects of Community Benefit

A specific type of hardship exemption may be granted for a project that can demonstrate, in addition to the standards for a hardship exemption, that has been determined by the Commission to confer distinct benefits to the community and the region but would not be feasible if required to fully comply with the Minimum Performance Standards of the Regional Policy Plan. A Project of Community Benefit (POCB) Hardship Exemption is valid for seven years unless otherwise stated in its decision.

Limited DRI Reviews

Limited Review is a new DRI review process for which any project may be eligible. Through a public process before a Cape Cod Commission subcommittee, the scope of a project's review under the various issue areas is determined. Applicants seeking a limited review of a development project are encouraged to answer the Limited Review questions and use the Regional Policy Plan resource maps to locate and design their projects in ways that minimize the number of issue areas for which the project will be evaluated and regulated at the regional level. Cape Cod Commission staff can meet with a prospective applicant at no cost to provide general guidance for siting and designing the project. A Commission subcommittee must then hold a formal Limited Review scoping process, after which a written decision may be issued that specifies the issues for which a project will be reviewed.

Redevelopments/Changes of Use

Redevelopment projects that meet or exceed DRI thresholds may be reviewed under the Cape Cod Commission's DRI regulations or, in appropriate instances, under the Limited Review regulations for redevelopment projects. Minimum Performance Standards and the Limited Review process have been designed to encourage redevelopment in appropriate locations.

Modifications to Previously Approved DRIs

If a project received a favorable decision from the Cape Cod Commission, that decision may be modified. The applicant must make a written request to the Commission, seeking a meeting with the Commission's Regulatory Committee. The Regulatory Committee determines the extent of the modification, whether the proposed changes produce additional impacts to the resources and values protected by the Cape Cod Commission Act, and whether the modification is minor or major.

By forming partnerships with the developers, the Cape Cod Commission, the Commonwealth, MassDevelopment and utilizing Federal Government programs, The Town of Sandwich can address unique community needs in a collaborative and innovative manner.

By utilizing all of the available resources that have been studied over the past ten years in this locus area and involving all of the community stakeholders the development of South Sandwich Village can be a reality.

Description of Proposed Project Team

Managing Partner: Dan Duquette, Executive Vice-President Baseball Operations
Baltimore Orioles
Dan Duquette Sports Academy, Hinsdale, Ma
www.duquettesports.com

A seasoned baseball executive with over 20 years experience with the Milwaukee Brewers, Montreal Expos, Boston Red Sox, and recently named the Executive Vice President for Baseball Operations and General Manager of the Baltimore Orioles, Dan Duquette is respected internationally for his ability to assemble and lead a dynamic sports organization and to establish a world-class training program. He has been recognized as a key member of the top baseball organization six times and has been honored twice as the EXECUTIVE OF THE YEAR.

While raising his family, Duquette identified the need to establish a sport focused camp and tournament environment that delivers additional value to student athletes and their families. Having spent the majority of his career working with Major League baseball players, Dan learned that it takes more than just physical "tools" and athletic skills to succeed. He knows the top athletes in all sports have a positive attitude, a healthy respect for the game, emotional control and advanced mental skills that enrich their game and life

Managing Partner: Robert P. Clark, Falmouth Properties
A developer of various commercial properties throughout the Northeast.

Equity Advisor: John B. Hynes III, CEO, Managing Partner, Boston Global Investors (BGI)
www.bginvestors.com
BGI is a leading real estate development firm with projects across the United States and Asia. BGI has decades of experience developing commercial, residential and mixed-use projects from landmark towers to city-scale development.

Sustainable Energy
Equity Partner:

NRG Energy
NRG Solar Expertise
www.nrgenergy.com

As one of the nation's largest developers of solar power, NRG has over 1,210 MW of solar in operation. From large-scale solar generating facilities, to installations on commercial rooftops, to solar parking lot canopies, NRG Solar has more than 2,000 MW of projects under development or construction.

NRG is experienced in providing diverse, creative solar solutions for athletic stadiums. To date, NRG has been the solar energy partner at five NFL stadiums. At Gillette Stadium, home of the New England Patriots, NRG developed and installed a solar energy generation facility made of more than 3,000 conventional and translucent building-integrated photovoltaic solar panels. These panels transformed the exposed, open-air retail Patriot Place complex into a visually stunning retail destination.

Design/Build

Construction Manager: John Scanlan, J.K. Scanlan Company, LLC
www.jkscanlan.com

John Scanlan has an extensive resume of experience in supermarket, restaurant & retail, restoration, general construction, design build, construction management, healthcare and renewable energy projects. J.K. Scanlan is firmly established as one of the largest contractors in southeastern Massachusetts.

Architectural:

Mike Binette, Managing Partner, The Architectural Team (TAT)
www.architecturalteam.com

TAT is an award-winning architectural firm specializing in designs for the residential, commercial, hospitality, healthcare, academic, and historic restoration, preservation and adaptive reuse sectors.

Advisor/Strategic
Partner:

Lee Kennedy, Chairman, Lee Kennedy Co., Inc.
www.leekennedy.com

Project Schedule

Projected Timeline;

- Submit response to RFP June 16, 2014.
- Board of Selectmen award, July 31, 2014
- Purchase land Fall 2014
- Permitting activities, local and regional, Fall 2014 to Spring 2015
- Construction start date on outdoor fields and field house Spring 2015
- Construction start date on Hotel and various retail Summer 2015
- Occupancy Spring 2016

The Price Proposal Form

Parcel ID:	Location:	LAND AREA	LAND VALUE	BUILDING VALUE	TOTAL VALUE
17-134	71 Quaker Meetinghouse Road	18.04	\$ 302,800	\$ 22,300	\$ 325,100
17-137	0 Off Quaker Meetinghouse Road	6.12	26,600		26,600
17-138	333 Cotuit Road	<u>31.79</u>	<u>346,500</u>	<u>53,700</u>	<u>400,200</u>
per Town of Sandwich Assessing Department		<u>55.95</u>	<u>\$ 675,900</u>	<u>\$ 76,000</u>	<u>\$ 751,900</u>

Current assessed value of the offered property is \$751,900.

NRG Energy Overview, The project's exclusive energy partner

NRG Energy, Inc. ("NRG"), founded in 1989, is Fortune 500 energy company.

As the largest competitive power generation company in the United States, NRG has a net generating capacity of nearly 50,000 MW, representing a diversified mix of fuel sources, generation technology, output configuration, and geographical locations. NRG is also one of the nation's largest renewable generation owners and developers – both at the utility and distribution scale – with more than 2,000 MW of renewable capacity in operation. In addition to power production, NRG's wholesale operations trade energy, capacity and related products, and transact in and trade fuel and transportation services.

NRG is a clean energy leader and is focused on the deployment and commercialization of transformative technologies, including electric vehicles, distributed solar, and smart meter technology, which have already demonstrated the potential to change the nature of the power supply industry.

Finally, NRG also has a large and fast-growing retail business, which is engaged in the supply of energy, services, and innovative, sustainable products to retail customers in competitive markets through multiple channels and brands such as Reliant Energy, Green Mountain Energy, and Energy Plus in Texas and the Northeast.

NRG Solar Expertise

As one of the nation's largest developers of solar power, NRG has over 1,210 MW of solar in operation. From large-scale solar generating facilities, to installations on commercial rooftops, to solar parking lot canopies, NRG Solar has more than 2,000 MW of projects under development or construction.

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NRG at Sandwich Recreational Complex

NRG plans to power the Sandwich Recreational Complex with clean electricity from on-site solar energy generation. The solar generation will be comprised of photovoltaic installations mounted on the roof-tops of facilities at the Sandwich Recreational Complex, as well as photovoltaic canopies over the parking lots (*see image below for example of parking lot canopies*).



NRG's solar installation at Patriot Place in Foxborough, Massachusetts.



NRG's solar parking lot canopy provides 2 MW of clean energy to Arizona State University, in addition to protection from sun and rain for 800 parking spots.



TAB (4)

Town of Sandwich

THE OLDEST TOWN ON CAPE COD

130 MAIN STREET
SANDWICH, MA 02563

TEL: 508-888-4910 AND 508-888-5144

FAX: 508-833-8045

E-MAIL: selectmen@townofsandwich.net

E-MAIL: townhall@townofsandwich.net



BOARD OF
SELECTMEN

TOWN
MANAGER

July 3, 2014

Robert P. Clark
Clark Consulting, LLC
24 Emmons Road
Falmouth, MA 02540

Re: Additional Information Required for RFP Response Review

Dear Mr. Clark:

The Town of Sandwich thanks you for taking the time to submit a response to the Request for Proposals (RFP) issued to sell approximately 56 acres of Town owned, commercially zoned land in the South Sandwich Village Center (SSVC). In reviewing your proposal, there are some issues the Town needs clarification about before declaring the proposal responsive and allowing us to review your proposal in more detail. The Board of Selectmen is requiring written responses to these issues submitted back to the Town by 4:30 p.m. on Monday, July 21, 2014. If these responses are not received by that date, it is possible your proposal will be deemed non-responsive and will not be able to be considered.

Specifically, the Town wants written clarification to the following questions and issues based on our initial review of the response you submitted. I stress these requests are to fulfill the requirements of the RFP and meet public procurement laws and are not subjective. The questions and issues are as follows:

1. Financing – The required financial information, as specified in "Proposal Contents, IX. Financing" was not submitted. A copy of this section of the RFP is attached for your convenience. Please submit documentation from the source(s) of your project financing that addresses the submission requirements identified in this section of the RFP.

The financing component of the RFP was deemed so important to the RFP that the second paragraph of the introduction states, "The Town is seeking an experienced developer with a proposal based on a strong market study and financing in place to complete the proposed project." It is critical this requirement be complied with.

2. Description of Permitting Strategy – Your RFP response outlined several different permitting options available to a proposal like yours. It did not, however, identify the intended permit strategy you plan to follow. Please identify the permit strategy you intend to follow.

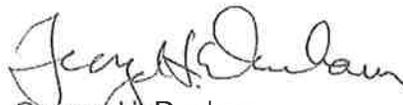
3. Status of Pop Warner Field – The RFP required proposers to clearly indicate whether they are proposing to purchase and develop any portion of the 7.31+/- acre Pop Warner football field area. Your response clearly identified you would be purchasing and developing the entire 56.21+/- acres, but did not specify how the Pop Warner football program's needs would be met, either on site or at another location. Please identify your plans for the Pop Warner football program's activities in light of your proposal.

4. Development Impact Analysis – Municipal Infrastructure Analysis – The RFP required proposers to clearly indicate how their proposed development would impact municipal infrastructure and how this would be paid. Your response outlined various infrastructure financing options, most of them public-related programs and sources, but did not specify which one(s) you were intending to use. It also did not identify if you planned on the Town of Sandwich paying for any of these infrastructure requirements. Please identify how you intend to fund public infrastructure requirements and if you intend for the Town to pay any of it.

There are other questions and issues we would like to discuss with you further regarding specific aspects of your RFP response, but we need to receive the required information first. The deadline to submit these written responses back to me is Monday, July 21, 2014. These can be submitted at Town Hall or via e-mail. Because I will be on vacation the week of July 21, if you submit your responses via e-mail, you should copy both myself (gdunham@townofsandwich.net) and Assistant Town Manager Doug Lapp (dlapp@townofsandwich.net).

Thank you for your anticipated cooperation. It is critical for these issues to be answered directly and concisely for your proposal to be deemed responsive and eligible for further review. If you have any questions, please do not hesitate to contact me at 508-888-5144.

Sincerely yours,


George H. Dunham
Town Manager

cc: Board of Selectmen
Town Counsel John Giorgio

Relevant Section of Request for Proposals:

PROPOSAL CONTENTS

The proposal shall include all of the following information:

IX. Financing

The offeror shall provide evidence of financial strength sufficient to complete the project including a detailed description of the source of its project financing and any financing contingencies associated with the proposal. Evidence shall include a financial statement or letter from the prospective lender indicating the developer's ability to fund if external financing is required. The proposal must include a detailed financial pro forma. Newly formed entities shall submit separate financial statements for years prior to the establishment of the newly formed entity.

- A. Annual financial statements for the past three fiscal years consisting of a Balance Sheet and Income Statement prepared by an independent certified public accountant according to generally accepted accounting principals are required. Audited annual financial statements are strongly preferred. Please include the name and address of the accountant who performed the audit.
- B. A statement as to whether the offeror, any affiliated companies, principals, officers, partners or investor holding in excess of a 50% interest in the entity has filed for bankruptcy or been adjudged bankrupt, either voluntarily or involuntarily, within the past five years and if there has been any such bankruptcy, the date thereof and the name and address of the company or individual involved therein.
- C. A detailed description of the source of project financing and any financial contingencies associated with the project.
- D. A description of the entity financing the project, and demonstration of its capacity to finance the project. A letter of interest from the financing party shall be included in the proposal. Letters of interest from prospective lenders or financing parties with substantial detail and specificity will be deemed more advantageous than letters of interest with less detail.
- E. A detailed development budget, including all hard and soft costs and pro-forma financial projections.

TAB ⑤

South Sandwich Village – Mixed Use Sports Complex

Additional Information Required for RFP Response Review

7/21/2014

R.P. Clark Consulting, LLC.

Town of Sandwich, Massachusetts

R.P. Clark Consulting, LLC.

Contact: Robert P. Clark

24 Emmons Road

Falmouth, Ma 02540

Phone: 508-284-6967

Bobcapecod15@comcast.net

Joint Development Partnership;

Falmouth Properties, Robert Clark

Dan Duquette Sports Academy, Daniel Duquette

Boston Global Investors, John Hynes



NRG Energy

PROJECT FEASIBILITY - "PHASE 1 - PRELIMINARY SITE PLAN"

7/19/2014

1. Ownership Proforma

	Acreage				
	56				
	Total Square Footage	323,500			
			<u>Total Cost</u>	<u>Unit Cost</u>	<u>Per Sq. Ft. Cost</u> <u>% of Total</u>
(a) Site Acquisition		\$	750,000.00	\$	13,392.86 \$ 2.32 0.66%
Hard Costs:					
Earth Work		\$	2,365,315.00	\$	42,237.77 \$ 7.31 2.08%
Site Utilities		\$	2,092,800.00	\$	37,371.43 \$ 6.47 1.84%
Road & Walks		\$	1,765,800.00	\$	31,532.14 \$ 5.46 1.55%
Site Improvements		\$	1,155,400.00	\$	20,632.14 \$ 3.57 1.02%
Lawns / Plantings / Walls		\$	1,820,325.00	\$	32,505.80 \$ 5.63 1.60%
Site Preparation		\$	272,500.00	\$	4,866.07 \$ 0.84 0.24%
Unusual Site Conditions		\$	5,070,400.00	\$	90,542.86 \$ 15.67 4.46%
(b) Total Site Work Cost		\$	14,542,540.00	\$	259,688.21 \$ 44.95 12.78%
Foundation / Concrete / Steel		\$	5,059,540.00	\$	90,348.93 \$ 15.64 4.45%
Carpentry / Building Mat.		\$	27,283,990.00	\$	487,214.11 \$ 84.34 23.98%
Roofing / Insulation		\$	4,056,690.00	\$	72,440.89 \$ 12.54 3.57%
Doors / Windows		\$	3,037,665.00	\$	54,244.02 \$ 9.39 2.67%
Interior Finishes		\$	6,809,675.00	\$	121,601.34 \$ 21.05 5.99%
Cabinets / Appliances		\$	2,905,030.00	\$	51,875.54 \$ 8.98 2.55%
Plumbing / HVAC		\$	6,055,920.00	\$	108,141.43 \$ 18.72 5.32%
Electrical		\$	3,202,650.00	\$	57,190.18 \$ 9.90 2.82%
Common Area		\$	1,798,660.00	\$	32,118.93 \$ 5.56 1.58%
(c) Total Construction (Units)		\$	60,209,820.00	\$	1,075,175.36 \$ 186.12 52.92%
(d) General Conditions		\$	1,281,060.00	\$	22,876.07 \$ 3.96 1.13%
(e) Subtotal Hard Costs		\$	76,783,420.00	\$	1,371,132.50 \$ 237.35 67.49%
(f) Contingency	3.0%	\$	2,303,502.60	\$	41,133.98 \$ 7.12 2.02%
(g) Total Hard Costs		\$	79,086,922.60	\$	1,412,266.48 \$ 244.47 69.52%
Soft Costs					
Permits / Surveys		\$	1,321,690.00	\$	23,601.61 \$ 4.09 1.16%
Architectural		\$	1,075,545.00	\$	19,206.16 \$ 3.32 0.95%
Engineering		\$	1,065,815.00	\$	19,032.41 \$ 3.29 0.94%
Legal / Professional		\$	1,715,640.00	\$	30,636.43 \$ 5.30 1.51%
Bond Premium		\$	1,051,375.00	\$	18,774.55 \$ 3.25 0.92%
Real Estate Taxes		\$	345,000.00	\$	6,160.71 \$ 1.07 0.30%
Insurance		\$	1,335,525.00	\$	23,848.66 \$ 4.13 1.17%
Security		\$	615,350.00	\$	10,988.39 \$ 1.90 0.54%
Developer's Overhead		\$	1,964,030.00	\$	35,071.96 \$ 6.07 1.73%
General Contractors Overhead		\$	6,775,000.00	\$	120,982.14 \$ 20.94 5.96%

Construction Management	\$ 3,725,515.00	\$ 66,527.05	\$ 11.52	3.27%
Property Management	\$ 640,530.00	\$ 11,438.04	\$ 1.98	0.56%
Construction Interest	\$ 2,335,000.00	\$ 41,696.43	\$ 7.22	2.05%
Financing / Application Fee	\$ 2,851,500.00	\$ 50,919.64	\$ 8.81	2.51%
Utilities	\$ 97,500.00	\$ 1,741.07	\$ 0.30	0.09%
Maintenance	\$ 115,000.00	\$ 2,053.57	\$ 0.36	0.10%
Accounting	\$ 1,335,500.00	\$ 23,848.21	\$ 4.13	1.17%
Marketing & Commissions	\$ 414,000.00	\$ 7,392.86	\$ 1.28	0.36%
Mitigation Cost (off-site fund)	\$ 4,250,000.00	\$ 75,892.86	\$ 13.14	3.74%
(h) Subtotal Soft Costs	\$ 33,029,515.00	\$ 589,812.77	\$ 102.10	29.03%
(i) Contingency	\$ 1,651,475.75	\$ 29,490.64	\$ 5.11	1.45%
(J) Total Soft Costs	\$ 34,680,990.75	\$ 619,303.41	\$ 107.21	30.48%
(k) Total Development Costs	\$ 113,767,913.35	\$ 2,031,569.88	\$ 351.68	100.00%

2. Profit Analysis

Sources:

Equity Sources, Convertible Preferred	12.5%	\$ 14,220,989.17
Mezzanine Debt	22.5%	\$ 25,597,780.50
Traditional Debt, Long-term	65.0%	\$ 73,949,143.68
(A) Total Capital Stack		\$ 113,767,913.35

Uses:

Construction Contract Amount	\$ 113,767,913.35
(B) Total Development Costs	

Annual Debt Service / Return on Capital

Equity Sources, Convertible Preferred	\$ 1,137,679.13
Mezzanine Debt	\$ 1,663,855.73
Traditional Debt, Long-term	\$ 4,806,694.34
(C) Annual Debt Service / Return on Capital	\$ 7,608,229.21

3. Cost Analysis

Total Gross Building Sq. Ft.	323,500
Construction Cost Per Sq. Ft.	\$ 186.12
Total Hard Cost Per Sq. Ft.	\$ 244.47
Total Development Cost Per Sq. Ft.	\$ 351.68
Annual Debt Service / Return on Capital	\$ 23.52

- The Cape Cod Chamber of Commerce Convention & Visitors Bureau recently hired Convention Sports and Leisure (CSL) to conduct;
 - A.) Feasibility Analysis
 - B.) Economic Impact
 - C.) Business Plan

Goal is to create compression for hotel room demand across the Cape, increase tax revenue and year round employment (see attached study CSL).

"60,000 visitor model Weekend Model" 3 day tournaments, new dollars into local economy over 26 weeks. R.P. Clark Consulting presented to Chamber on July 17, 2014.

1. Direct Sales \$23.5 Million Dollars, 245 new jobs, New payroll \$6.8 Million
2. Indirect Sales \$6.5 Million Dollars, 40 new jobs, New payroll \$ 2.4 Million
3. Induced Sales \$8.3Million Dollars, 60 new jobs, New payroll \$ 2.8Million

Total visitor impact Sales \$38.3M, Jobs 345, Income P/R \$ 12M \$50M

- Pro-forma financial projections;
 1. Cooperstown Dreams Park, 2013. 100,000 visitors, 1,365 nightly room nights.
 2. Baseball Heaven, Memorial Day Weekend 2014, 5,586 visitors, 1,396 nightly room nights.
 3. Baseball Heaven, Ducks Invitational 5/30 2014, 3,444 visitors, 861 nightly room nights.
 4. Ripken Experience, Easter Holiday 2014, 2,142 visitors, 535 nightly room nights.
 5. Ripken Experience, Free State 4/25 2014, 2,184 visitors, 546 nightly room nights.
- Based on an award and building permits, R.P. Clark Consulting LLC, is prepared to invest up to \$150,000,000 million dollars (figure includes off-site infrastructure). To execute and implement the outlined business plan and project.

2. Description of Permitting Strategy –

Restrictions on Future Use

Pursuant to G.L. c. 30B, §16(a), the Determination of Availability for Sale voted by the Board of Selectmen on March 13, 2014 imposes the following restrictions on the future use of the Property:

- 4.) The successful developer will be required to address all applicable approvals and permits, including federal, state, local and Cape Cod Commission approvals. At the regional (i.e., Cape Cod Commission) level this could include – but not be limited to – a traditional Development of Regional Impact (DRI), and/or a two-way or three-way Development Agreement, and/or participation in a Growth Incentive Zone (GIZ).

Response:

If selected as the successful developer we plan to address all applicable approvals and permits, including federal, state, local and Cape Cod Commission approvals at our sole expense and risk.

- Local, work with all boards and departments to identify all applicable approvals and permits needed for the project as designed.
- Regional, it is our strategy to follow the regulations/policies of a Traditional Development of Regional Impact (DRI) as required by the Cape Cod Commission.

Community benefit:

If successful in obtaining building permits, as designed, the proposed project will provided to following financial benefits to the community;

1.) New real estate tax revenue	\$ 1,558,620
2.) New local room occupancy (4%)	\$ 328,500
3.) Visitor impact, new local sales	\$ 38,300,000
4.) Visitor impact, new local payroll	\$ 12,200,000
5.) New local sales and meals tax revenue	\$ 225,000

3. Status of Pop Warner Field –

Restrictions on Future Use

Pursuant to G.L. c. 30B, §16(a), the Determination of Availability for Sale voted by the Board of Selectmen on March 13, 2014 imposes the following restrictions on the future use of the Property:

- 1.) The Town will retain title to the portion of the property identified as Parcel B, on the plan of land entitled "Plan to Accompany R.F.P. in Sandwich, Massachusetts, Quaker Meetinghouse Road", dated June 14, 2004 and revised June 23, 2005, which is attached to this RFP as attachment 1, for continued use as a Pop Warner Football Facility, including the playing field, bleachers, concession stand and associated parking, unless the successful bidder constructs, at the successful bidder's sole expenses, field(s) and facilities of the same or better quality on Town-owned land to be identified by the Board of Selectmen, which will most likely be located within a portion of Town-owned land at Sandwich Hollows Golf Club that is currently restricted under state law for active recreational purposes. Said new field(s) and facilities must be operational before Pop Warner abandons the current use occurring on Parcel B. If this condition is not met, the total acreage being sold by the Town through this RFP will be reduced by 7.31 acres to a total of up to 48.90 acres +/-.

Response:

If selected as the successful bidder we plan to construct a Pop Warner Football Facility, at our sole expense, field(s) and facilities of the same or better quality on Town-owned land to be identified by the Board of Selectmen.

Until an alternative location is identified by the Board of Selectman the Pop Warner football's program needs can be continued to be provided for at the proposed Recreational Complex.

- Short-term, continued use and play at Parcel B, subject to Town of Sandwich License Agreement with Sandwich Youth Football, Inc. (see attached License Agreement)
- Intermediate, use and play on new synthetic fields and field house located at Recreational Complex (see attached Recreational Complex). Enter into similar use license agreement with Sandwich Youth Football, Inc.
- Long-term, construct a Pop Warner Football Facility, at our sole expense, field(s) and facilities of the same or better quality on Town-owned land to be identified by the Board of Selectmen.

Community benefit:

It is the plan of the developer to enter into use/license agreements with all local Sandwich Athletic Groups to provide expanded community access to the new recreational facilities. Our business is not a 24/7 use there will be significant access to the facilities for all age groups.

4. Development Impact Analysis – Municipal Infrastructure Analysis

The Town of Sandwich expects the successful proposer to fully fund all needed infrastructure for its proposed project. Proposals that are contingent on the Town funding or constructing or maintaining portions of infrastructure for the proposed development will be deemed less advantageous. However, the Town of Sandwich will support or partner with a successful respondent in pursuing or utilizing supplemental infrastructure improvement funding mechanisms and products available by the Commonwealth of Massachusetts and United States Federal Government or any other public or quasi-public agencies. Pg 6 of 135 Town of Sandwich Request for Proposals April 23, 2014.

The RFP required proposers to clearly indicated how their proposed development would impact municipal infrastructure and how this would be paid. Your response outlined various infrastructure financing options, most of them public-related programs and sources, but did not specify which one(s) you were intending to use. It also did not identify if you planned on the Town of Sandwich paying for these infrastructure requirements. Please identify how you intend to fund public infrastructure requirements and if you intend for the Town to pay any of it.

Response:

If selected as the successful developer we plan to address all applicable infrastructure requirements, including federal, state, local and Cape Cod Commission requirements at our sole expense and risk.

- On-site site specific infrastructure needed, included in project feasibility budget (see attached)
Hard Costs - Unusual Site Conditions \$ 5,070,400
Soft Costs – Mitigation Cost (off-site) \$ 4,250,000
- Off-site Town-owned infrastructure, if needed, as identified by the Board of Selectmen.

Utilize infrastructure financing program offered by MassDevelopment
Local Infrastructure Development Program (M.G.L. Chapter 23L)

Property owner can finance public infrastructure improvements with tax-exempt bonds.

Bonds issued by MassDevelopment and debt service is paid through a special assessment on the property. **Credit on bonds is based on the property owner** and /or credit enhancement.

We expect that theTown of Sandwich will support or partner with us as a successful respondent in pursuing or utilizing supplemental infrastructure improvement funding mechanisms and products available by the Commonwealth of Massachusetts and United States Federal Government or any other public or quasi-public agencies (see attached).



July 17, 2014

Re: Credit Reference
Mr. Robert P. Clark
24 Emmons Road
Falmouth, MA 02540

To Whom It May Concern:

NorthMarq Capital, LLC ("NorthMarq") is a mortgage banking firm with 33 offices across the United States. As the Boston regional office of NorthMarq, we underwrite, produce, and service loans for our exclusive correspondent lending network as well as a variety of other capital sources in the New England Region.

Over the past 12 years, we have placed and serviced multiple loans for Mr. Clark and his associates. We currently service loans for Mr. Clark on properties located in Brockton, MA and in Hyannis, MA, and we previously placed and serviced a loan for Mr. Clark in Falmouth, MA, which has since successfully paid off.

The nature of our transactions with Mr. Clark have included short-term financing, long-term financing and construction financing. Based on our overwhelmingly positive experiences in working with Mr. Clark we would continue to recommend him to any of our lending relationships.

The loan opportunities which Mr. Clark presents to us are highly attractive to our lending sources, in no small part, due to the proven track record of the sponsors. We maintain that Mr. Clark and his associates are highly qualified borrowers with extensive experience in commercial real estate development, ownership and management, and we look forward to the opportunity for additional borrowing relationships with them.

Sincerely,

Michael Chase
Assistant Vice President
NorthMarq Capital, LLC
617-728-9534 / mchase@northmarq.com



Our Services

DEBT/EQUITY

The largest privately owned provider of commercial real estate debt and equity in the country. Offering solutions through strong relationships with institutional providers of capital, including life insurance companies, Freddie Mac, Fannie Mae, FHA/HUD, Wall Street and local, regional and national banks.

LOAN SERVICING

Provides loan servicing for performing, non-performing and sub-performing loans for all types of commercial property on behalf of most of the nation's leading lenders, including specialized loan servicing for Fannie Mae, Freddie Mac, FHA and Ginnie Mae.

MULTIFAMILY FINANCING & EQUITY SERVICES

Offering solutions for any multifamily property type or size. Strong relationships with all types of investors, lenders and equity sources. Top-rated servicing department assists clients for the life of their loan.

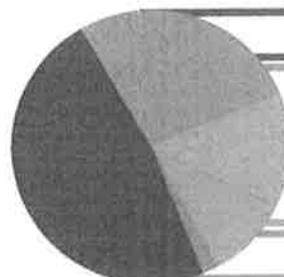
In our business, who you know is as important as what you know

From NorthMarq Capital's nationwide team, you'll receive innovative solutions and deep expertise for all of your commercial real estate financing needs. With close relationships to Freddie Mac, Fannie Mae, HUD/FHA, more than 50 life insurance companies, hundreds of banks and dozens of equity sources, we have an unmatched network of lending partners to help you capitalize on real estate opportunities—in any market for any property type, including more than \$42 billion in the last five years.

In addition to loan originations, we bring the same level of attention and expertise to servicing your loan or portfolio. NorthMarq Capital professionals can help you consider the entire life cycle of the asset, including acquisitions and dispositions, and bring value at each step along the path.

When you want a reliable source of capital with the flexibility needed for unique deals, choose a partner with the capital connections that bring better results. **Choose NorthMarq Capital.**

Total Servicing Portfolio: \$42,000,000,000



Life Companies/Banks	\$20.1 billion	3,053 loans
Freddie Mac	\$11.5 billion	1,451 loans
CMBS	\$5.5 billion	636 loans
Fannie Mae	\$4.3 billion	431 loans
HUD/FHA	\$0.6 billion	54 loans

Integrated Solutions

Whatever you need, NorthMarq Capital can deliver, including debt, equity, and everything in between. We have unparalleled access to commercial and multifamily real estate capital markets and offer a comprehensive range of services and products from an extensive grouping of debt and equity sources. We work with all types of income-producing real estate and at all levels of the "capital stack."

Recent Transactions

PROPERTY NAME	AMOUNT	LENDER	SIZE	LOCATION
Energy Tower III	\$97,000,000	Life Company	428,831 sf	Houston, TX
Tierrasanta Ridge	\$74,000,000	Fannie Mae/DUS	356 units	Los Angeles, CA
Condyne Industrial Portfolio	\$59,000,000	REIT	1,500,000 sf	Brockton, MA
12 Central Apartments	\$27,000,000	Freddie Mac	204 units	Bellevue, WA
West Run Student Housing	\$26,300,000	CMBS Platform	343,028 sf	Morgantown, W.VA
Solhavn Apartments	\$22,000,000	Life Company	137 units	Minneapolis, MN
Westbrooke Commons	\$20,000,000	Freddie Mac	340 units	Henrietta, NY
Timber Hollow Apartments	\$18,062,000	Bridge Lender	198 units	Chapel Hill, NC
Alcoa Exchange	\$15,800,000	CMBS Platform	134,500 sf	San Francisco, CA
550 W. 29 th Street Condos	\$13,000,000	National Bank	55,000 sf	New York City, NY
Pinetree Gardens	\$4,020,000	Fannie Mae/DUS	124 units	Gainesville, FL
Braves Village	\$3,990,000	Local Bank	60,914 sf	Myrtle Beach, SC

Our Team



Jeffrey Weidell

PRESIDENT

415.433.2148

jweidell@northmarq.com



William Ross

PRESIDENT

972.455.4917

wross@northmarq.com

Our Locations

With 34 offices coast-to-coast, NorthMarq Capital is the largest privately owned servicer and provider of commercial real estate debt and equity in the United States.



Corporate Headquarters

3560 AMERICAN BLVD W, SUITE 500

MINNEAPOLIS, MN 55437

952.356.0100

**NORTHMARQ
CAPITAL**

northmarq.com

July 9, 2014

Robert Clark
RP Clark Consulting, LLC
Falmouth Properties
24 Emmons Road
Falmouth, MA

Re: Radisson Red New Development opportunity, Sandwich, MA

Dear Mr. Clark,

Thank you for the opportunity to review the proposed hotel project located at Quaker Meetinghouse Road ("the Property"). Carlson Development, LLC ("Carlson") is pleased to confirm its interest in this opportunity to manage the Property as a Radisson Red Hotel.

Carlson and Carlson-affiliated companies together comprise one of the largest privately held companies in the United States. The Carlson Rezidor Hotel Group ranks as the ninth largest Global hospitality company with over one thousand hotels in seventy seven countries and has the ability to provide management support for this project. With 422 hotels in operation globally and 90 hotels currently in the pipeline, the Radisson brand is poised for significant global growth. Carlson Rezidor plans to increase the portfolio to at least 600 hotels by 2015.

Carlson, or its designated affiliate, desires to enter into discussions with Mr. Clark with the intent to enter into a long-term hotel management agreement for the proposed Radisson Red hotel with the understanding that the hotel would need to comply with all Radisson Red design and construction standards as well as meet the RevPAR requirements of the Radisson Red brand on a projected basis. Subject to due diligence, full negotiation of the hotel management agreement, and Carlson's Board of Directors' Approval, Carlson would consider making a small contribution (Contribution) the amount to be determined as part of the hotel's capital structure. This contribution would be in the form of mezzanine debt after a certificate of occupancy has been obtained. In exchange for the Contribution, Carlson would require a commensurate return on its investment (amounts or percentages to be negotiated), plus a hotel management agreement encumbering the asset on a long term basis.

This letter is a non-binding expression of Carlson's interest in considering a possible hotel management agreement. This letter is not, is not intended to be, and is not to be considered a legally binding agreement or an offer to enter into a legally binding agreement with respect to management of the Property and may not be the basis of a claim based on detrimental reliance or any other theory which would bind either party. No obligation or commitment to manage the Property shall exist until such time as the parties may have negotiated, in the sole discretion of each, and then executed a mutually acceptable definitive, written hotel management agreement and other dispositive documents that have been approved by their respective boards.

Sincerely,

Jim Baldassari
Vice President, Full Service Development

cc: Philip M. Silberstein, Executive Vice President



Digital Federal Credit Union

853 Donald Lynch Boulevard, Marlborough, MA 01752 (508) 804-9573

July 17, 2014

Re: Credit Reference
Robert P. Clark, 24 Emmons Road, Falmouth, Massachusetts 02540

To Whom It May Concern:

Robert P. Clark has been a member of Digital Federal Credit Union (hereinafter "DCU") since December of 2012. He currently maintains a Commercial Mortgage loan facility with a current principal in the low-seven figure range. Additionally, Mr. Clark keeps deposit accounts with DCU with current balances in the mid-six figure range. To date, all arrangements have been handled as agreed. DCU views Mr. Clark in a favorable light and expects to transact additional business with him in the future.

Should you have any questions, comments or concerns regarding Robert Clark, please do not hesitate to contact me directly.

Sincerely,



By: _____
Paul T. Carey
Senior Commercial Lender & Team Leader

PTC/dd

TAB (4)

TOWN OF SANDWICH

THE OLDEST TOWN ON CAPE COD

130 MAIN STREET
SANDWICH, MA 02563

TEL: 508-888-4910 AND 508-888-5144
FAX: 508-833-8045

E-MAIL: selectmen@townofsandwich.net
E-MAIL: townhall@townofsandwich.net



BOARD OF
SELECTMEN

TOWN
MANAGER

August 1, 2014

Robert P. Clark
Clark Consulting, LLC
24 Emmons Road
Falmouth, MA 02540

Re: Interview & Additional Information for RFP Response

Dear Mr. Clark:

Thank you again for taking the time to submit the additional information the Town of Sandwich requested to further clarify your response to the Request for Proposal (RFP) the Town issued to sell approximately 56 acres of Town owned, commercially zoned land in the South Sandwich Village Center. The Board of Selectmen reviewed the additional information and has voted to have Clark appear before the Evaluation Team that will be reviewing both proposals. In addition, the Board identified several issues the Town would like further clarification on at the interviews. These issues are listed below.

The Selectmen do not want to inordinately delay the evaluation process and have instructed me to determine a time for both proposers to appear before the Evaluation Team in the very near future. As such, I have scheduled an interview for Clark Consulting, LLC (Clark) for Tuesday, August 12, 2014 at 1:00 p.m. at Town Hall. The Selectmen want the interviews to be conducted at a publicly posted meeting so I will be posting the meeting location and time as soon as you confirm Clark's presence at the meeting. The Evaluation Team consists of 2 members of the Selectmen, 2 members of the Sandwich Economic Initiative Corporation, a community member I've asked to participate, Town staff that have been active in the RFP process, and Town Counsel John Giorgio. Please confirm your availability for the August 12 meeting as soon as you can, but no later than Wednesday, August 6, so I can meet the required posting thresholds. If you cannot make this time, we will have to postpone the interview to the second week in September at the earliest due to previously scheduled absences of some key members of the Evaluation Team.

As mentioned above, there are some specific questions and issues we would like Clark to address at the interview. Some of these relate to the previous questions posed by the Town in my July 3, 2014 letter to Clark and others are a result of a more detailed review of your two submissions to the Town. These questions and issues are as follows:

1. Detailed Project Development Budget – Although Clark submitted a proposed projected development budget, the budget did not present any breakout or detail regarding necessary infrastructure. Based on our prior work with Cape Cod Commission (CCC) staff, it's clear that the primary infrastructure requirements for any development of the Town land will focus

5. Detailed Project Development Schedule – The Town needs a more explicit description of your proposed development schedule with estimated dates for the various phases of your construction, etc. This information is critical for the Town to estimate the timing of new tax revenue in order to conduct the financial benefit analysis set forth in the RFP.
6. Project Financing – The Town would like Clark to explain exactly what is the role of NRG and Boston Global in the financing of the overall project. There appears to be significant differences in the roles of these 2 companies between the initial RFP response and the additional information provided on July 21.

Also, in terms of Carlson Rezidor's (Carlson) portion of the financing, they are listed as one of the providers of mezzanine debt totaling approximately \$25.6 million, but Carlson's own July 9, 2014 letter submitted as part of your supplemental information states that Carlson "would consider making a small contribution to be determined...in the form of mezzanine debt after a certificate of occupancy has been obtained." Please be prepared to explain Carlson's role in the financing in more detail at the interview.

7. Project Financing – Although Clark submitted a letter from NorthMarq Capital regarding potential financing of the project, the letter does not provide sufficient assurances that Clark has the access to capital that will be required. While the Town certainly understands that financial institutions are reluctant to provide a firm commitment letter prior to Clark's securing control of the land and obtaining all required permits, the Town believes that it is reasonable to expect offerors to submit a preliminary commitment letter from one or more financial institution with clearly stated contingencies that must occur. In this regard, please note that Section IX.D of the RFP makes clear that "letters of interest from prospective lenders or financing parties with substantial detail and specificity will be deemed more advantageous than letters of interest with less detail." If Clark is unable to secure a preliminary commitment letter at this time, the Town encourages Clark to submit a more detailed letter from its prospective lenders that demonstrates the ability of Clark to secure financing for this project.

The questions and issues I have identified above are important for Clark to clarify in more detail at the August 12 interview. Once the interviews are concluded with both proposers, the Evaluation Team will follow the evaluation criteria specified in the RFP and provide its input back to the Board of Selectmen for its consideration. I know there are other questions and issues the team would like to discuss with your group at the interview, but the above referenced issues are the most critical.

Again, please let me know by 4:30 p.m. on Wednesday, August 6, if you can make the scheduled August 12 interview at 1:00 p.m. at Town Hall so I can post the meeting, or if you would to reschedule it for mid-September. The Selectmen want to keep the RFP process moving forward and hope this letter provides sufficient notice for Clark to make the August 12 meeting.

Thank you again for your anticipated cooperation and the time and effort you have spent throughout the RFP process. If you have any questions, please do not hesitate to contact me at 508-888-5144.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "George H. Dunham".

George H. Dunham
Town Manager

cc: Board of Selectmen
Town Counsel John Giorgio

From : George Dunham <gdunham@townofsandwich.net>

1 attachment

Subject : Proposed 8/12/14 Interview & Additional Issues

To : Bob Clark (bobcapecod15@comcast.net) <bobcapecod15@comcast.net>, Paul Cleary (pclearycpa@comcast.net) <pclearycpa@comcast.net>

Hi Bob & Paul,

Last night the Selectmen voted to have the Evaluation Team for the RFP responses interview both proposers and identified several questions and issues they wanted us to focus on at the interviews. Attached is a letter notifying you of the proposed interview time (Tuesday, August 12, 1:00 p.m., Town Hall), which the Selectmen want us to hold in public, and the primary issues that need further clarification. If you could let me know by next Wednesday, August 6, at 4:30 p.m. about your team's availability for the interview, that will be give me enough time to properly post the meeting.

To help understand who's on the Evaluation Team, I've listed the individuals below:

Bud Dunham	Town Manager
Doug Lapp	Assistant Town Manager
Dave Mason	Health Director
Ed Childs	Assessing Director
Sam Jensen, P.E.	Assistant Town Engineer
Paul Tilton, P.E.	DPW Director/Town Engineer
Ellen Spear	SEIC Board Member
Hank Tuohy	SEIC Board Member
Michael Dwyer	Finance Committee
Patrick Ellis	Selectman
Susan James	Selectman
John Giorgio	Kopelman & Paige; Town Counsel
Vick Marsh	Kopelman & Paige; Town Counsel

Thanks again for your time and efforts in the RFP process. I look forward to seeing you on August 12. Have great weekends.

- Bud

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

 **Clark Consulting - Interview & Additional Information - 8.1.14.pdf**
477 KB

TAB ⑦

**Town of Sandwich
South Sandwich Village Land Disposition
Evaluation Committee's Evaluation of R.P. Clark Consulting Group, LLC (Clark)
Proposal
8/12/14**

RESPONSIVENESS: The Committee concluded that the Clark proposal was responsive to the requirements of the RFP. Please see the Committee's evaluation as to each criterion shown in bold below:

OVERALL RATING: ADVANTAGEOUS. This rating is based on the following considerations: Clark received a rating of either Highly Advantageous or Advantageous on all evaluation criteria except for the wastewater evaluation criteria. Since this is a significant concern, the Committee determined that if Clark is able, through a further submission, to address the wastewater concerns, the rating on the wastewater evaluation criteria may potentially be raised to at least Advantageous. Assuming that the wastewater rating is raised, the Committee determined that the Clark proposal could receive an overall rating of Highly Advantageous. Furthermore, although Clark received a number of Highly Advantageous ratings, there are still some concerns regarding the development impact of Clark's proposal, the project team, the financial benefit analysis, and project financing, on all of which criteria Clark received an Advantageous Rating. On balance, therefore, the Committee determined that it was appropriate to assign an overall rating to the Clark proposal of Advantageous rather than Highly Advantageous.

Should the Board of Selectmen determine to make an award to Clark, the Committee recommends that the award be contingent on the items set forth in this Evaluation as well as completion of satisfactory negotiations on the terms of a purchase and sale agreement and a Land Development Agreement. Specifically, Clark should be given an additional thirty (30) days to submit a conceptual wastewater solution plan and to commit to implementing said plan, as discussed in more detail below.

1. Preferences for Potential Development

A proposal that maximizes high quality development compatible with surrounding land uses and that will result in the greatest addition to the Town's property tax base, while being consistent with the unique community character of the Town of Sandwich, will be considered Highly Advantageous. Projects with predominantly tax exempt or non-profit ownership, as established by a "900-series" Commonwealth of Massachusetts Department of Revenue use classification code, while encouraged to apply, will be considered Advantageous.

Highly Advantageous: The Committee determined that Clark's proposal for recreational facilities and a hotel is consistent with the Town's Local Comprehensive Plan as stated in the RFP.

It is necessary for developers to provide two access points, in order to maximize the potential development of the Property and to provide for optimum traffic circulation and

improvement funding mechanisms and products available by the Commonwealth of Massachusetts and United States Federal Government or any other public or quasi-public agencies.

Advantageous: Although Clark indicated that it would be responsible for direct costs associated with the development, it was not entirely clear to the Committee whether Clark would be pursuing infrastructure improvement funding mechanisms and what role, if any, the Town would be expected to play. These questions should be clarified in the LDA.

Proposals that fully address the proposed development's wastewater needs without the use of Town land will be considered Highly Advantageous. Proposals that require the use of Town land to address wastewater needs will be considered Advantageous. Proposals that do not demonstrate a plan to fully address their project's wastewater needs will be considered Not Advantageous.

Not Advantageous: Clark's response to date has not been adequate on this criterion to warrant a rating higher than Not Advantageous. It appeared to the Committee that Clark is relying on being able to permit and construct a Title 5 system on the Site to serve its wastewater needs, and Clark indicated that it is carrying an allowance of \$250,000 in its project budget for wastewater. These assumptions are not realistic. Given the proposed uses (estimated 35,000 to 50,000 gallons per day of needed wastewater capacity) and DEP regulatory requirements, the Committee has determined that on-site wastewater treatment and disposal will require a ground water discharge permit from DEP and, given the fact that the Site is located within the zoning of contribution of public water supply wells and a nitrogen impaired zone, requirements for enhanced treatment and offsets will be required.

Clark also alluded to the possibility of participating in an off-site treatment and disposal option that the Committee believes Clark is assuming will be provided by the Town. Given the length of time such a publicly owned treatment works ("POTW") would require, the Committee is concerned that reliance on such an option is unrealistic given the timeframes involved. While Clark indicated an interest in pursuing infrastructure improvement funding mechanisms such as I-Cubed and Chapter 23L, in order to address wastewater, given the regulatory and permitting requirements for a large scale POTW, the Committee has concerns with whether such an option is feasible.

There may be opportunities for Clark to participate with other developers in a privately-owned off-site option and Clark is encouraged to pursue such cooperative, joint options.

The Committee recommends to the Board of Selectmen that any award of the sale of the property to Clark be contingent on Clark's submitting within thirty (30) days a more detailed plan and realistic budget for addressing wastewater either on site or at a privately owned off site location. If Clark decides to pursue an on-site option, it should include in its submission to the Town a letter from a qualified wastewater consultant describing the type of treatment plant proposed, an estimated timeframe for permitting, and a budget for design and construction. The Selectmen require a firm commitment from Clark within the same thirty (30) day

period to implement the wastewater plan. If it decides to pursue an off-site option, it is recommended that Clark submit a detailed proposal prepared by a qualified wastewater consultant and a letter of intent from another private developer to implement the off site treatment and disposal option. The submittal by Clark should be subject to review and recommendation from the Town's Health Director in consultation with the Town's own wastewater consultant.

If Clark needs additional time to secure a wastewater solution, the Committee recommends that the Board of Selectmen consider granting such a request as long as it is reasonable.

3. Development Impact Analysis

A proposal that includes a brief development impact analysis that is complete, concise, written in terms that are clearly understandable and fully addresses all the items listed under subsection II, under "Proposal Contents" above will be considered Advantageous. Proposals which, in addition indicate significant positive impact benefits, clearly identify negative impacts and include well developed plans to mitigate the negatives will be considered favorably, will be considered Highly Advantageous.

Advantageous: The Committee believes that the Clark proposal presents a clear and concise development proposal and that, if constructed, will have a positive development impact. The Committee felt, however, that there were some unanswered questions particularly with respect to traffic impacts that need to be addressed in more detailed, the process for which can be negotiated as part of the LDA.

4. Permitting Strategy

Because the permitting process for any proposed development of the Property will be complex, the Town wants to assure that the selected offeror is experienced in this respect. The Town will consider Highly Advantageous a proposal that includes an offeror or proposal/project team which can demonstrate familiarity with Massachusetts land use permitting procedures and/or those of the Cape Cod Commission, and a willingness to participate in the Development of Regional Impact (DRI) process or other alternative pre-permitting strategies, such as a multi-party Development Agreement process or Growth Incentive Zone (GIZ) with the Cape Cod Commission. If a particular offeror cannot offer evidence of such prior experience, the Town will consider experience with similar scale developments which are evidence of the developer's ability to identify permitting requirements and to establish an efficient and effective permitting strategy, so as to obtain all necessary approvals in a reasonably short period of time. Such proposals, however, will be considered Advantageous.

Highly Advantageous: The Committee concluded that Clark's preference for a DRI application to the Cape Cod Commission removes some significant permitting questions, and is a straight forward and predictable permitting approach.

The Town is willing to consider proposals that include detailed plans to realistically achieve innovative permitting mechanisms and infrastructure financing mechanisms including, but not limited to, M.G.L. c. 23L, the Local Infrastructure Development

Program; Cape Cod Commission Chapter H regulations, the Municipal Application for Revisions to Developments of Regional Impact Thresholds; etc.

Proposals that commit to pursue the most appropriate and expedited regional permitting process without requesting waivers or compensation or offsets from the Town of Sandwich will be considered Highly Advantageous. Proposals that request the Town absorb the impact of any regional permitting mitigation costs will only be considered Not Advantageous.

Highly Advantageous: Because Clark is not requiring any Town financing or other offsets, the Committee concluded that the Clark proposal should be rated Highly Advantageous on this criterion. This rating could be lowered, however, if Clark seeks financing subsidies from the Town as part of any proposed infrastructure improvement funding mechanisms.

5. Project Team

A proposals that indicate a highly experienced project team, with key members (for example Project Manager, Architect, Contractor, Construction Manager) having significant experience in the development of similar projects will be considered Highly Advantageous. The evaluators will look at the years of experience and number of projects completed in similar positions for the key team members and rank teams accordingly. Proposals that do not include highly experience project teams but still demonstrate an ability to complete the project will be considered Advantageous.

Advantageous: While the Committee concluded that Clark has put together an impressive project team, and has adequately demonstrated its ability to permit the project, a rating of Advantageous has been assigned because Clark has not identified key elements of its project team such as traffic and wastewater consultants. Clark should be required to identify its full consultant team prior to the execution of the LDA.

6. Project Schedule

Since an important purpose of the sale of the Property is to expand the Town's commercial tax base, proposals that indicate a rapid development schedule and complete build-out in the shortest time will be considered Highly Advantageous. Proposals that envision a gradual buildup but still provide foreseeable tax revenues in the future will be considered Advantageous.

Highly Advantageous: Clark has identified a clear project schedule (12-18 months for permitting and 12-18 months for construction.) The Committee concluded that, given the regulatory challenges of this project, the proposed schedule will result in a complete build out in the shortest period of time possible.

7. Financial Benefit Analysis

This evaluation criterion focuses on the impact of the development on the Town's commercial tax base, its ability to create new employment for residents of the Town and the nature and value of other benefits, both monetary and in-kind, that the proposal is

offering. A development that will result in the creation of the greatest number of year-round, high quality jobs that can serve as a family's primary income will be considered Highly Advantageous. A development that indicates an ability to maximize tax revenues per acre will also be considered Highly Advantageous. The number and nature of jobs created, including the likely stability of the job opportunities will also be considered significant. Other on or off-site community benefits offered by the offeror will also be considered in assessing the relative merits of the competing proposals. The Town of Sandwich will also consider any proposed tax incentives and other economic development programs as part of the financial benefit analysis.

Advantageous: Although the tax benefits of the Clark proposal will be realized in a relatively short period of time, there was some concern expressed by the Committee as to whether there will be a sufficient number of high quality jobs created as a result of the sports complex and the hotel. Therefore, the Committee rated the Clark proposal as Advantageous.

8. Project Financing

Projects that indicate strong financial backing, and provide evidence of adequate funding available with no contingencies will be considered Highly Advantageous. Projects that indicate financing contingencies that are limited and quantifiable will be considered Advantageous. Projects with significant financing contingencies or contingencies which, in the opinion of the Town are difficult to quantify, will be considered Not Advantageous.

Advantageous: Although Clark did not provide a preliminary commitment letter, the Committee was favorably impressed with the Project Team, including development financing representatives who made presentations to the Committee.

9. Purchase Price

The purchase price offered for the Property will be an important consideration in the evaluation of the proposals. In comparing competing proposals, the Town will consider total purchase price, as well as the proposed payment schedule. The overall value of each proposal will be calculated in terms of net present value of the total purchase price.

The Town will also consider offers to contribute a voluntary lump sum payment to the Sandwich Economic Initiative Corporation as a non-refundable economic development donation payable in full upon execution of the Purchase and Sales Agreement. This voluntary donation is not a requirement of this RFP, and Proposals will not be deemed "non-responsive" if they do not include this donation. However, price proposals that include a specific lump sum donation amount in the Price Proposal Form will be considered more advantageous than similar proposals that do not include a donation. Furthermore, donations that are significantly higher than competing proposals that include a lesser donation will be given preference in this evaluation criterion. Donations will be used by the Sandwich Economic Initiative Corporation to provide technical assistance in business generation and economic development efforts in the Town of Sandwich.

Clark's proposed purchase price is only \$13,400 an acres, which is significantly below the competing proposal and the Town's appraisal. Although the proposed purchase price is disappointing, the Committee felt that the purchase price is a less significant factor given the overall quality of the Clark proposal and the anticipated positive impacts of the proposed development project on the Town. The Committee would recommend to the Board of Selectmen, however, that given the significant subsidy that the Town will be providing to Clark in terms of the low purchase price for the land, the Board should avoid any additional Town subsidies in terms of infrastructure improvement funding mechanism that Clark may pursue.

Clark has agreed to make a donation to the SEIC in the amount of \$150,000, which the Committee has determined has a substantial overall benefit to the economic development initiatives of the Town and the SEIC.

Evaluation Committee:

Selectman Susan James

Selectman Patrick Ellis

SEIC Director Ellen Spear

SEIC Director Hank Tuohy

Finance Committee Member Michael Dwyer

Town Counsel John Giorgio

Assistant Town Manager Doug Lapp

Health Director Dave Mason

Director of Assessing Ed Childs

Director of Public Works / Town Engineer Paul Tilton

Assistant Town Engineer Sam Jensen

Town Manager Bud Dunham

TAB ⑧

Town of Sandwich

THE OLDEST TOWN ON CAPE COD

130 MAIN STREET
SANDWICH, MA 02563

TEL: 508-888-4910 AND 508-888-5144

FAX: 508-833-8045

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BOARD OF
SELECTMEN

TOWN
MANAGER

August 21, 2014

Robert P. Clark
Clark Consulting, LLC
24 Emmons Road
Falmouth, MA 02540

Re: Sale of Town of Sandwich Commercial Land

Dear Mr. Clark:

I am pleased to confirm that the Board of Selectmen voted at its meeting on August 14, 2014, to make a conditional award to Clark Consulting of the sale of the Town of Sandwich commercial land pursuant to the Request for Proposals dated April 23, 2014. I am attaching for your information a copy of the Town Manager's Evaluation Committee report with respect to the Clark proposal. In that report, you will see a number of issues to be resolved that the Evaluation Committee determined were significant.

Please note that this award is expressly conditioned on Clark submitting to the Town with thirty (30) days of this award letter a detailed plan and budget for addressing the wastewater requirements for the proposed project. Specifically, as stated in the Evaluation Committee report, the submission should include a letter from a qualified wastewater consultant describing the type of treatment plant proposed, an estimated timeframe for permitting, and a budget for design and construction. In addition, the Board of Selectmen has voted to require, as part of this submission, a firm commitment from Clark to implement the proposed wastewater plan. The submittal by Clark will be subject to review and recommendation from the Town's Director of Public Health in consultation with the Town's own wastewater consultant.

If the Board of Selectmen determines, based on the Clark submission, that the wastewater needs of the project have been adequately addressed, the Board will then proceed to negotiate with Clark a purchase and sale agreement and a land development agreement, both of which must be satisfactory to the Town in its sole discretion. Furthermore, please be advised that the Board of Selectmen expressly reserves the right to negotiate any and all terms of your proposal and expressly reserves the right to discontinue negotiations and reject the Clark proposals should the parties be unable to reach agreement on the terms of a purchase and sale agreement and the land development agreement.

Congratulations on this conditional award. The Board of Selectmen and Town staff look forward to our continuing discussions and negotiations in order to reach an agreement on the sale of this parcel to Clark. We want your project to succeed and look forward to working

with you to make this happen. Please contact me if you have any questions about the content of this letter. Thank you.

Sincerely yours,

A handwritten signature in black ink, appearing to read "George H. Dunham". The signature is written in a cursive style with a large initial "G".

George H. Dunham
Town Manager

cc: Board of Selectmen
Town Counsel John Giorgio
Evaluation Committee

Town of Sandwich
South Sandwich Village Land Disposition
Evaluation Committee's Evaluation of R.P. Clark Consulting Group, LLC (Clark)
Proposal
8/12/14

RESPONSIVENESS: The Committee concluded that the Clark proposal was responsive to the requirements of the RFP. Please see the Committee's evaluation as to each criterion shown in bold below:

OVERALL RATING: ADVANTAGEOUS. This rating is based on the following considerations: Clark received a rating of either Highly Advantageous or Advantageous on all evaluation criteria except for the wastewater evaluation criteria. Since this is a significant concern, the Committee determined that if Clark is able, through a further submission, to address the wastewater concerns, the rating on the wastewater evaluation criteria may potentially be raised to at least Advantageous. Assuming that the wastewater rating is raised, the Committee determined that the Clark proposal could receive an overall rating of Highly Advantageous. Furthermore, although Clark received a number of Highly Advantageous ratings, there are still some concerns regarding the development impact of Clark's proposal, the project team, the financial benefit analysis, and project financing, on all of which criteria Clark received an Advantageous Rating. On balance, therefore, the Committee determined that it was appropriate to assign an overall rating to the Clark proposal of Advantageous rather than Highly Advantageous.

Should the Board of Selectmen determine to make an award to Clark, the Committee recommends that the award be contingent on the items set forth in this Evaluation as well as completion of satisfactory negotiations on the terms of a purchase and sale agreement and a Land Development Agreement. Specifically, Clark should be given an additional thirty (30) days to submit a conceptual wastewater solution plan and to commit to implementing said plan, as discussed in more detail below.

1. Preferences for Potential Development

A proposal that maximizes high quality development compatible with surrounding land uses and that will result in the greatest addition to the Town's property tax base, while being consistent with the unique community character of the Town of Sandwich, will be considered Highly Advantageous. Projects with predominantly tax exempt or non-profit ownership, as established by a "900-series" Commonwealth of Massachusetts Department of Revenue use classification code, while encouraged to apply, will be considered Advantageous.

Highly Advantageous: The Committee determined that Clark's proposal for recreational facilities and a hotel is consistent with the Town's Local Comprehensive Plan as stated in the RFP.

It is necessary for developers to provide two access points, in order to maximize the potential development of the Property and to provide for optimum traffic circulation and

public safety. A proposal that does not provide two access points will be considered Not Advantageous.

Highly Advantageous: Clark proposes two access points; one on Cotuit Road and the other on Quaker Meetinghouse Road.

A Proposal for the purchase of all 56+/- acres (including Parcel B) and that the proposed development requires no change in zoning will be considered Highly Advantageous. The Town is willing, however, to entertain offers for less than all 56 +/- acres and projects that require zoning changes, but such proposals will be considered Advantageous.

Highly Advantageous: Clark proposes to acquire the entire Site.

Proposed uses that include small or large scaled mixed-use developments; recreational facilities; hotel/conference facilities; corporate office park/campus; or other potential developments consistent with the vision spelled out for the SSVC in the Local Comprehensive Plan (see Attachment 4 for website link to download full document) will be considered Highly Advantageous. Proposals that include other types of uses will be considered Advantageous.

Highly Advantageous: See above.

2. Site Layout and Infrastructure/Architectural Plans

Proposals that include architectural styles that reflect the traditional Cape Cod style – such as the look of clapboard siding, pitched roofs, etc. – while recognizing the need to create an individual brand and ‘sense of place’ for the proposed area will be considered Highly Advantageous. A development plan, which also shows open space, well-landscaped pedestrian areas, a streetscape that reflects Sandwich village, and landscaping consistent with the character of the Town, and well designed storm water management areas will be also be considered Highly Advantageous. Proposals that include other types of architectural features will be considered Advantageous. The extent to which a proposal clearly and fully demonstrates the above criteria that incorporates non-vehicular connections to adjacent neighborhoods and recreational facilities shall determine its ranking relative to the other responsive proposals.

Advantageous: The Committee has determined that the Clark proposal did not provide sufficient information to warrant a rating of Highly Advantageous, but that the information that was provided reflects a project that can be consistent with the character of the Town. The Committee recommends that if the Board of Selectmen awards the sale to Clark, the Town should negotiate provisions in the Land Development Agreement that require architectural styles and general site layout consistent with the character of the Town.

The Town of Sandwich expects the successful proposer to fully fund all needed infrastructure for its proposed project, and such proposals shall be considered Highly Advantageous. Proposals that are contingent on the Town funding or constructing or maintaining portions of infrastructure for the proposed development will be deemed Advantageous if the proposal provides a plan to utilize supplemental infrastructure

improvement funding mechanisms and products available by the Commonwealth of Massachusetts and United States Federal Government or any other public or quasi-public agencies.

Advantageous: Although Clark indicated that it would be responsible for direct costs associated with the development, it was not entirely clear to the Committee whether Clark would be pursuing infrastructure improvement funding mechanisms and what role, if any, the Town would be expected to play. These questions should be clarified in the LDA.

Proposals that fully address the proposed development's wastewater needs without the use of Town land will be considered Highly Advantageous. Proposals that require the use of Town land to address wastewater needs will be considered Advantageous. Proposals that do not demonstrate a plan to fully address their project's wastewater needs will be considered Not Advantageous.

Not Advantageous: Clark's response to date has not been adequate on this criterion to warrant a rating higher than Not Advantageous. It appeared to the Committee that Clark is relying on being able to permit and construct a Title 5 system on the Site to serve its wastewater needs, and Clark indicated that it is carrying an allowance of \$250,000 in its project budget for wastewater. These assumptions are not realistic. Given the proposed uses (estimated 35,000 to 50,000 gallons per day of needed wastewater capacity) and DEP regulatory requirements, the Committee has determined that on-site wastewater treatment and disposal will require a ground water discharge permit from DEP and, given the fact that the Site is located within the zoning of contribution of public water supply wells and a nitrogen impaired zone, requirements for enhanced treatment and offsets will be required.

Clark also alluded to the possibility of participating in an off-site treatment and disposal option that the Committee believes Clark is assuming will be provided by the Town. Given the length of time such a publicly owned treatment works ("POTW") would require, the Committee is concerned that reliance on such an option is unrealistic given the timeframes involved. While Clark indicated an interest in pursuing infrastructure improvement funding mechanisms such as I-Cubed and Chapter 23L, in order to address wastewater, given the regulatory and permitting requirements for a large scale POTW, the Committee has concerns with whether such an option is feasible.

There may be opportunities for Clark to participate with other developers in a privately-owned off-site option and Clark is encouraged to pursue such cooperative, joint options.

The Committee recommends to the Board of Selectmen that any award of the sale of the property to Clark be contingent on Clark's submitting within thirty (30) days a more detailed plan and realistic budget for addressing wastewater either on site or at a privately owned off site location. If Clark decides to pursue an on-site option, it should include in its submission to the Town a letter from a qualified wastewater consultant describing the type of treatment plant proposed, an estimated timeframe for permitting, and a budget for design and construction. The Selectmen require a firm commitment from Clark within the same thirty (30) day

period to implement the wastewater plan. If it decides to pursue an off-site option, it is recommended that Clark submit a detailed proposal prepared by a qualified wastewater consultant and a letter of intent from another private developer to implement the off site treatment and disposal option. The submittal by Clark should be subject to review and recommendation from the Town's Health Director in consultation with the Town's own wastewater consultant.

If Clark needs additional time to secure a wastewater solution, the Committee recommends that the Board of Selectmen consider granting such a request as long as it is reasonable.

3. Development Impact Analysis

A proposal that includes a brief development impact analysis that is complete, concise, written in terms that are clearly understandable and fully addresses all the items listed under subsection II, under "Proposal Contents" above will be considered Advantageous. Proposals which, in addition indicate significant positive impact benefits, clearly identify negative impacts and include well developed plans to mitigate the negatives will be considered favorably, will be considered Highly Advantageous.

Advantageous: The Committee believes that the Clark proposal presents a clear and concise development proposal and that, if constructed, will have a positive development impact. The Committee felt, however, that there were some unanswered questions particularly with respect to traffic impacts that need to be addressed in more detail, the process for which can be negotiated as part of the LDA.

4. Permitting Strategy

Because the permitting process for any proposed development of the Property will be complex, the Town wants to assure that the selected offeror is experienced in this respect. The Town will consider Highly Advantageous a proposal that includes an offeror or proposal/project team which can demonstrate familiarity with Massachusetts land use permitting procedures and/or those of the Cape Cod Commission, and a willingness to participate in the Development of Regional Impact (DRI) process or other alternative pre-permitting strategies, such as a multi-party Development Agreement process or Growth Incentive Zone (GIZ) with the Cape Cod Commission. If a particular offeror cannot offer evidence of such prior experience, the Town will consider experience with similar scale developments which are evidence of the developer's ability to identify permitting requirements and to establish an efficient and effective permitting strategy, so as to obtain all necessary approvals in a reasonably short period of time. Such proposals, however, will be considered Advantageous.

Highly Advantageous: The Committee concluded that Clark's preference for a DRI application to the Cape Cod Commission removes some significant permitting questions, and is a straight forward and predictable permitting approach.

The Town is willing to consider proposals that include detailed plans to realistically achieve innovative permitting mechanisms and infrastructure financing mechanisms including, but not limited to, M.G.L. c. 23L, the Local Infrastructure Development

Program; Cape Cod Commission Chapter H regulations, the Municipal Application for Revisions to Developments of Regional Impact Thresholds; etc.

Proposals that commit to pursue the most appropriate and expedited regional permitting process without requesting waivers or compensation or offsets from the Town of Sandwich will be considered Highly Advantageous. Proposals that request the Town absorb the impact of any regional permitting mitigation costs will only be considered Not Advantageous.

Highly Advantageous: Because Clark is not requiring any Town financing or other offsets, the Committee concluded that the Clark proposal should be rated Highly Advantageous on this criterion. This rating could be lowered, however, if Clark seeks financing subsidies from the Town as part of any proposed infrastructure improvement funding mechanisms.

5. Project Team

A proposals that indicate a highly experienced project team, with key members (for example Project Manager, Architect, Contractor, Construction Manager) having significant experience in the development of similar projects will be considered Highly Advantageous. The evaluators will look at the years of experience and number of projects completed in similar positions for the key team members and rank teams accordingly. Proposals that do not include highly experience project teams but still demonstrate an ability to complete the project will be considered Advantageous.

Advantageous: While the Committee concluded that Clark has put together an impressive project team, and has adequately demonstrated its ability to permit the project, a rating of Advantageous has been assigned because Clark has not identified key elements of its project team such as traffic and wastewater consultants. Clark should be required to identify its full consultant team prior to the execution of the LDA.

6. Project Schedule

Since an important purpose of the sale of the Property is to expand the Town's commercial tax base, proposals that indicate a rapid development schedule and complete build-out in the shortest time will be considered Highly Advantageous. Proposals that envision a gradual buildup but still provide foreseeable tax revenues in the future will be considered Advantageous.

Highly Advantageous: Clark has identified a clear project schedule (12-18 months for permitting and 12-18 months for construction.) The Committee concluded that, given the regulatory challenges of this project, the proposed schedule will result in a complete build out in the shortest period of time possible.

7. Financial Benefit Analysis

This evaluation criterion focuses on the impact of the development on the Town's commercial tax base, its ability to create new employment for residents of the Town and the nature and value of other benefits, both monetary and in-kind, that the proposal is offering. A development that will result in the creation of the greatest number of year-

round, high quality jobs that can serve as a family's primary income will be considered Highly Advantageous. A development that indicates an ability to maximize tax revenues per acre will also be considered Highly Advantageous. The number and nature of jobs created, including the likely stability of the job opportunities will also be considered significant. Other on or off-site community benefits offered by the offeror will also be considered in assessing the relative merits of the competing proposals. The Town of Sandwich will also consider any proposed tax incentives and other economic development programs as part of the financial benefit analysis.

Advantageous: Although the tax benefits of the Clark proposal will be realized in a relatively short period of time, there was some concern expressed by the Committee as to whether there will be a sufficient number of high quality jobs created as a result of the sports complex and the hotel. Therefore, the Committee rated the Clark proposal as Advantageous.

8. Project Financing

Projects that indicate strong financial backing, and provide evidence of adequate funding available with no contingencies will be considered Highly Advantageous. Projects that indicate financing contingencies that are limited and quantifiable will be considered Advantageous. Projects with significant financing contingencies or contingencies which, in the opinion of the Town are difficult to quantify, will be considered Not Advantageous.

Advantageous: Although Clark did not provide a preliminary commitment letter, the Committee was favorably impressed with the Project Team, including development financing representatives who made presentations to the Committee.

9. Purchase Price

The purchase price offered for the Property will be an important consideration in the evaluation of the proposals. In comparing competing proposals, the Town will consider total purchase price, as well as the proposed payment schedule. The overall value of each proposal will be calculated in terms of net present value of the total purchase price.

The Town will also consider offers to contribute a voluntary lump sum payment to the Sandwich Economic Initiative Corporation as a non-refundable economic development donation payable in full upon execution of the Purchase and Sales Agreement. This voluntary donation is not a requirement of this RFP, and Proposals will not be deemed "non-responsive" if they do not include this donation. However, price proposals that include a specific lump sum donation amount in the Price Proposal Form will be considered more advantageous than similar proposals that do not include a donation. Furthermore, donations that are significantly higher than competing proposals that include a lesser donation will be given preference in this evaluation criterion. Donations will be used by the Sandwich Economic Initiative Corporation to provide technical assistance in business generation and economic development efforts in the Town of Sandwich.

Clark's proposed purchase price is only \$13,400 an acres, which is significantly below the competing proposal and the Town's appraisal. Although the proposed

purchase price is disappointing, the Committee felt that the purchase price is a less significant factor given the overall quality of the Clark proposal and the anticipated positive impacts of the proposed development project on the Town. The Committee would recommend to the Board of Selectmen, however, that given the significant subsidy that the Town will be providing to Clark in terms of the low purchase price for the land, the Board should avoid any additional Town subsidies in terms of infrastructure improvement funding mechanisms that Clark may pursue.

Clark has agreed to make a donation to the SEIC in the amount of \$150,000, which the Committee has determined has a substantial overall benefit to the economic development initiatives of the Town and the SEIC.

Evaluation Committee:

Selectman Susan James

Selectman Patrick Ellis

SEIC Director Ellen Spear

SEIC Director Hank Tuohy

Finance Committee Member Michael Dwyer

Town Counsel John Giorgio

Assistant Town Manager Doug Lapp

Health Director Dave Mason

Director of Assessing Ed Childs

Director of Public Works / Town Engineer Paul Tilton

Assistant Town Engineer Sam Jensen

Town Manager Bud Dunham

TAB

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cdmsmith.com

September 12, 2014

Mr. Robert Clark
R.P. Clark Consulting Group, LLC
24 Emmons Road
Falmouth, MA 02540

Subject: CDM Smith Wastewater Services for South Sandwich Village Project

Dear Mr. Clark:

We would be pleased to assist your project team on the South Sandwich Village (SSV) proposal in Sandwich, Massachusetts. We have had several discussions with Rich Mansfield, a member of your project team, and believe our qualifications are well suited to the project needs as they relate to wastewater services. CDM Smith, with over 600 employees here in Massachusetts, has been providing wastewater related services to municipal and private clients since 1947. Our in-house resources that we would bring to your team include:

- An experienced team led by David Young, P.E., with over 35 years of wastewater experience, with much of it on Cape Cod, and project manager Elena Proakis Ellis, P.E., with over 16 years of experience in wastewater planning and design services. Resumes of each are attached.
- Full service, in-house resources to help provide hydrogeologic services, groundwater modeling required for a Groundwater Discharge Permit, wetland resource services, nutrient removal treatment evaluations and designs, water reuse options, stormwater management, local, county and state permitting services and other project related tasks.
- Local knowledge and experience regarding the specific issues facing wastewater treatment and recharge at this site. The estimated Title 5 flow for the proposed project is approximately 50,000 gpd and will need to be refined as the project develops further. The SSV site is located within a Zone II to municipal wells. Additionally, southern portions of the site are located in nitrogen sensitive watersheds while the northern portion of the site appears to be in a different watershed that is not nitrogen sensitive. Therefore, field and hydrogeological evaluations will be required to determine the ultimate treatment levels for an on-site package system. While we would need to evaluate the treatment requirements and design parameters in more detail, it would appear that a sequencing batch reactor (SBR) type of system would be appropriate to handle the variability in wastewater flows and the expected low nitrogen discharge limits for effluent recharge. Such a system is likely to be in the \$2.5 to \$3.5 Million project cost range. Depending on time of travel studies for the effluent in the Zone II, a total organic carbon (TOC)





Mr. Robert Clark
September 12, 2014
Page 2

permit limit may be required and could add another \$0.5 to \$1.0 Million to that cost for additional treatment process components. On-site collection systems and effluent recharge facilities could add another \$0.25 to \$0.5 Million.

- A team that has worked on similar water resource and nutrient removal projects on Cape Cod and has developed an excellent working relationship with the Cape Cod Commission and Massachusetts Department of Environmental Protection staff. See attached experience matrix.
- Option to provide a design build alternative delivery for implementing the treatment facility and effluent recharge through the use of CDM Smith Constructors Inc. (CCI).

Thank you for the opportunity to be a part of your exciting project team. Please contact me if you need anything further at this time or to establish a time to meet and move this process forward. I can be reached at 617-452-6544 or youngdf@cdmsmith.com.

Very truly yours,

David F. Young, P.E. BCEE
Vice President
CDM Smith Inc.,

Enclosure

CC: Richard Mansfield, RDM Environmental Consulting
Elena Proakis Ellis, P.E., CDM Smith



David F. Young, P.E, BCEE

Officer-in-Charge

Mr. Young is a professional civil engineer who has led many significant Cape Cod and South Shore municipal wastewater projects. In the recent past, he has worked successfully with nearby communities such as Harwich, Yarmouth, Brewster, Falmouth, Kingston, Mansfield, and Plymouth, Mass. Many of these projects included extensive public participation programs. Mr. Young's experience delivering CWMP projects to Cape Cod communities, and his extensive discussions with stakeholders in the Town of Dennis, will be an asset to the project team and the Town during the execution of this project. His knowledge of watershed-wide issues, Cape-specific wastewater management strategies, innovative technologies, and the Town's priorities will help CDM Smith deliver highly advantageous services to the Town.

Mr. Young will draw upon his 33 years of experience to lead this project, and will provide project leadership from CDM Smith's nearby Yarmouth office. He will work to deliver all needed resources to the Town on this project.

Officer-in-Charge/Program Manager, Comprehensive Wastewater Management Plan, Yarmouth, Massachusetts. Mr. Young is overseeing the wastewater planning assessment for the Town of Yarmouth, Massachusetts on Cape Cod. A portion of the study included evaluating 13 watersheds throughout the community for various wastewater needs. Input from the Massachusetts Estuaries Project (MEP) which is evaluating nutrient impacts on three town estuaries has been coordinated with this project. He coordinated input from the town oversight committee and has made several public presentations regarding the project. Effluent recharge sites and sewer collection and treatment alternatives were evaluated. Regional options were considered prior to finalizing the recommended wastewater program, which includes use of reclaimed water for irrigation.

Officer-in-Charge/Program Manager, Comprehensive Wastewater Management Plan, Harwich, Massachusetts. Mr. Young is overseeing the wastewater planning assessment for the Town of Harwich, Massachusetts. A major portion of the study includes coordinating the Massachusetts Estuaries Project (MEP) for five embayments in town. This process evaluates nutrient impacts on surrounding estuaries. He is coordinating input from the town oversight committee and has made several public presentations regarding the project.

Officer-in-Charge/Program Manager, Integrated Water Resources Management Plan, Brewster, Massachusetts. Mr. Young is overseeing the recently started water resources planning efforts which will evaluate nitrogen impacts in the estuaries, water quality impacts in the freshwater ponds, stormwater impacts and potential options for water reuse at the numerous golf courses in town. Close coordination with the Comprehensive Water Resources Committee, town residents, regulatory agencies and surrounding communities will be required to develop an appropriate and implementable program.

Officer-in-Charge/ Program Manager, Comprehensive Wastewater Management Plan, Mansfield, Massachusetts. Mr. Young manages the comprehensive wastewater management plan for the Town of Mansfield, Massachusetts. The scope of work, which was approved by the Department of Environmental Protection, was divided into two phases.

Education

M.B.A. - Babson College, 1985

B.S. - Civil Engineering, Tufts University, 1979

Registration

Professional Engineer: Massachusetts (1985), Maine, New Hampshire, Rhode Island, and Vermont

Honors/Awards

Board Certified Environmental Engineer (BCEE), American Academy of Environmental Engineers

Fellow, American Council of Engineering Companies (FACEC)

The first phase updated the wastewater needs for this growing community and projected wastewater flow needs for 20 years. The second phase evaluated on-site, local and regional solutions and addressed environmental reviews. He is working with the towns of Mansfield, Foxborough and Norton, Massachusetts to implement a regional wastewater solution.

Project Manager, Reclaimed Water Projects, Yarmouth, Kingston, and Mansfield, Massachusetts and Portsmouth, New Hampshire. Mr. Young managed two reclaimed water projects, of which the first large-scale reclaimed use occurred in Yarmouth, Massachusetts. The reclaimed water supplies highly treated effluent that is used to irrigate the expanded links at Bayberry Hills Golf Course. For the town of Mansfield, Massachusetts, he oversaw an evaluation to provide reclaimed water from the treatment facility to the new Tournament Players Club Golf Course in Norton, Massachusetts. He also provided technical assistance for a reclaimed water project by CDM Smith in Kingston, Massachusetts, which included a public/private partnership. Mr. Young also helped oversee a reclaimed water feasibility study to provide reclaimed water from the Portsmouth, New Hampshire, wastewater treatment facility to a nearby golf course.

Program Manager, Nutrient Management Plan, Plymouth, Massachusetts. Mr. Young managed the implementation of an innovative Nutrient Management Plan (NMP) that is part of the overall Plymouth wastewater facilities implementation program. The objective of the NMP is to maintain or improve water quality in the Eel River watershed where the new treatment facility is located. The NMP developed public education materials and evaluated open space and setback bylaws, stormwater runoff controls, point source best management practices (BMPs), septic system management programs and use of reclaimed water. This innovative project is the first of its kind in the state.

Project Director, Various Recreation Projects, Plymouth, Attleboro, Yarmouth, Barnstable, Falmouth and Hopkinton, Massachusetts. Mr. Young helped prepare recreation master plans and design documents for Forges Field Recreation Facility in Plymouth, Massachusetts; Flax Pond and Sandy Pond Recreation Facilities in Yarmouth, Massachusetts; Poncin-Hewitt Recreation Facility in Attleboro, Massachusetts; and the Fruit Street recreation complex in Hopkinton, Massachusetts. He has also managed or provided technical review on over a dozen other natural or artificial surface field projects for Banstable, Boston, Canton, Cambridge, New Bedford, and Waltham, Massachusetts and Bryant University, Emerson College, Dexter School, and Massachusetts Maritime Academy in Bourne, Massachusetts. Most recently, he managed the recreation field project for Falmouth High School.

Elena F. Proakis Ellis, P.E., BCEE

Project Manager

Ms. Proakis Ellis is an environmental engineer with 16 years of experience in water resources planning, utility management, operations, consulting, and research. As a former engineer for a municipal water and sewer department, she has a solid understanding of the complex interrelations between regulatory requirements, operational efficiencies, and public-side constraints. At CDM Smith, she has focused on regulatory compliance issues, facilities planning, and water and wastewater design engineering.

Working with Mr. Young on the Town of Yarmouth's Comprehensive Wastewater Management Plan (CWMP), she prepared the draft and final CWMP documents, along with the Expanded Environmental Notification Form and Single Environmental Impact Report to the Massachusetts Environmental Policy Act (MEPA) unit of the Massachusetts Executive Office of Energy and Environmental Affairs (EOEEA). For the Single EIR, she successfully provided responses to all MassDEP, Cape Cod Commission and EOEEA comments to obtain a MEPA Certificate approving the project as presented.

As a municipal engineer, Ms. Proakis Ellis spent over eight years working on the development and implementation of the Town of Concord's CWMP, including overseeing alternatives evaluations, growth control planning, GIS analysis, facility siting, permitting and MEPA approvals, cost allocation strategies, town meeting project and funding approvals, treatment plant upgrades, and construction for the first phase of sewer extensions. This project included the implementation of highly innovative solutions, including the selection, design and construction of the first-in-the-world full-scale CoMag wastewater treatment system for advanced phosphorus removal.

With excellent communication skills, Ms. Proakis Ellis is able to clearly articulate complex issues and build lasting relationships with clients and stakeholders. Ms. Proakis Ellis will direct work on this project and will coordinate with all key staff to complete the project to the town's satisfaction.

Project Engineer, Comprehensive Wastewater Management Plan, Yarmouth, Massachusetts. For the Town of Yarmouth's CWMP, Ms. Proakis Ellis prepared the CWMP/Single Environmental Impact Report document and coordinated approval from the MEPA unit of the Massachusetts EOEEA, the Cape Cod Commission, and MassDEP. This project involved the development of a long-term wastewater management plan to meet coastal ecosystem restoration and community development goals on Cape Cod, consistent with Massachusetts Estuaries Project (MEP) findings.

Project Engineer, Comprehensive Wastewater Management Plan, Harwich, Massachusetts. Ms. Proakis Ellis worked on the completion of Harwich's CWMP. This project included reviews of existing data, assessment of wastewater needs and the development of implementable alternatives to meet MEP nitrogen reduction goals and other community needs for economic development and Title 5 compliance.

Project Manager, Charles River Pollution Control District Phase C Improvements, Medway, Massachusetts. Ms. Proakis Ellis is managing the design and upgrades to the 5.7-mgd Charles River Pollution Control District (CRPCD) wastewater treatment facility as

Education

M.S. - Environmental Engineering,
University of California, Berkeley,
2001

B.A. - Earth and Environmental Science, Wesleyan University, 1996

Registration

Professional Engineer:
Massachusetts, 2007

Honors/Awards

Board Certified Environmental Engineer (BCEE), American Academy of Environmental Engineers, 2011

Arthur Sydney Bedell Award, Water Environment Federation, 2013

part of its \$24 million Phase C Improvements project. This project entails necessary improvements to existing building systems and treatment processes to meet stringent new regulatory standards for phosphorus removal, and to provide reliable operation for the next 20 years. Ms. Proakis Ellis also recently completed the project management and development of a report for the CRPCD to comply with an EPA Administrative Order relating to NPDES permit compliance for phosphorus and total suspended solids.

Project Manager/Project Engineer, Wastewater Planning and Design, Marlborough, Massachusetts. Ms. Proakis Ellis managed the production of a wastewater engineering report to assess the condition of the aging Marlborough Easterly Wastewater Treatment Facility to determine upgrade needs to meet new phosphorus limits. Following the completion of the engineering report, Ms. Proakis Ellis served as the project engineer for the design of a new headworks facility. Ms. Proakis Ellis also served as project manager for a related infiltration and inflow (I/I) study in the tributary sewer collection system.

Project Manager, Drainage System GIS and Phase II Permit Assistance, Reading, Massachusetts. Ms. Proakis Ellis is managing the development of a new drainage Geographic Information System (GIS) geodatabase for the Town of Reading and development of related tools to assist with National Pollutant Discharge Elimination System (NPDES) Phase II stormwater permit compliance. Additionally, the project will include assistance with various requirements of the NPDES stormwater permit including outfall assessments, illegal discharge detection and elimination, and stormwater pollution prevention plans.

Environmental Scientist, MWRA CSO Upgrade, Various Locations. Ms. Proakis Ellis managed environmental permitting and facilities planning for the upgrade of five existing MWRA combined sewer overflow (CSO) facilities. The facilities were all located in highly congested urban areas of Boston, Cambridge and Somerville, Massachusetts. Project changes were presented in a Notice of Project Change and two supplemental environmental impact reports (SEIRs) submitted to MEPA. Two of the required facilities remained onsite while three were constructed in offsite locations. For this project, Ms. Proakis Ellis developed alternatives analyses for facility siting and performed extensive public outreach, including meetings with multiple neighborhood groups, to mitigate impacts to beaches and other resource areas impacted by the project.

Prior to CDM Smith

Project Engineer, Comprehensive Wastewater Management Plan Development, Concord, Massachusetts. Ms. Proakis Ellis was instrumental in the development and implementation of Concord's 20-year CWMP and the associated implementation program. She developed design standards, regulations and policies, and reviewed private development for compliance. She oversaw the design and installation of the first phase of sewer extensions, a \$5.5 million construction project. She also oversaw the piloting, design and installation of a \$15 million wastewater treatment plant upgrade. Throughout the process, Ms. Proakis Ellis was an active participant in public outreach and education.

Graduate Student Researcher, University of California, Berkeley, Department of Civil and Environmental Engineering, Berkeley, California. Ms. Proakis Ellis gathered field data and conducted laboratory experiments in support of her Master's thesis focused on using biological predation, specifically with rotifers and mussels, to improve recreational water quality at Huntington State and City Beaches in Orange County, California.

Comprehensive Wastewater Management Plan Experience

CDM Smith’s project team has a significant amount of experience delivering Comprehensive Wastewater Management Plans (CWMPs) to Massachusetts municipalities. We have performed master-planning services for over 50 Massachusetts communities, including Plymouth, Brewster, Harwich, Yarmouth, Mansfield, Wareham, Kingston, and Marion, Mass.

Members of this team have developed creative and innovative solutions for communities. Prime examples include the first large-scale permitting of a reclaimed water project in Massachusetts at the Yarmouth Links at Bayberry Hills Golf Course and the public-private partnership between the town of Kingston and the Indian Pond Gold Course; as part of this project, effluent is recharged to supplement the irrigation water source. CDM Smith has also evaluated regional solutions between Yarmouth and Barnstable, Yarmouth and Dennis, and Harwich and Chatham.

Table 2-1 below summarizes CDM Smith’s experience preparing CWMPs for Massachusetts municipalities.

Table 2-1
CDM Smith’s CWMP Experience

Project	Coordination & Funding		Sewers			Community Issues			Solutions Considered						
	Public Involvement	MA DEP	DEP SE Region	SRF Funded	No Existing Sewers	High Groundwater	Wetlands/Sensitive Resources	Public Wells/Water Supply	Dense Development	Innovative Technologies	On-site	Nutrient Management Planning	Centralized Facilities	Package Facilities	
Plymouth CWMP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Yarmouth CWMP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Harwich CWMP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Mansfield CWMP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Kingston CWMP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Attleboro CWMP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Brewster IWRMP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Newburyport Plum Island Utilities	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Wareham CWMP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Marlborough CWMP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Easton CWMP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Woods Hole Research Facility Treatment	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Marion CWMP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Duxbury CWMP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Lakeville CWMP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Yarmouth Effluent Reuse	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	

TAB (10)

R.P. CLARK CONSULTING, LLC.

24 Emmons Road
Falmouth, MA 02540

Town of Sandwich
Board of Selectmen / Town Manager
130 Main Street
Sandwich, MA 02563

September 15, 2014

RE: Sale of Town of Sandwich Commercial Land – Conditional Award

Dear Mr. Dunham,

In response to the conditional award of August 21, 2014 which required an evaluation of the wastewater requirements for the proposed project. R.P. Clark Consulting, LLC consulted with David Young P.E. BCEE and Elena Proakis Ellis P.E. of CDM Smith.

The outline of the Wastewater Services proposed by CDM Smith includes;

- Type of Project, sequencing batch reactor (SBR) type of system,
- Projected Approximate Flow, estimated Title 5 flow for the proposed project is approximately 50,000 gpd,
- Acknowledgement of Site Issues, all of SSV is located within Zone II and the southern portion of SSV is within Nitrogen Impaired Watersheds,
- The CDM letter of Sept 12 2014 indicates a conceptual project cost of \$3.25M to \$5.0M for a flow of 50,000 gpd,

- The following items have been included in the development of the the estimated costs:
 - ** TOC removal related costs, if required, have been included in the above.
 - ** Collection system costs have been included in the above.
 - **The southern portion of SSV is in the nitrogen-sensitive watersheds of Three Bays and Popponesset Bay. The northern portion of SSV is in Scorton Creek and Sandwich Harbor watersheds. The draft MEP Scorton Creek report indicates that Scorton Creek is not nitrogen-sensitive. MEP has not yet produced a draft report for Sandwich Harbor. There could be a "nitrogen-offset" which would be applicable to this flow as well.

R.P. Clark Consulting, LLC is please to acknowledge that on-site waste issues can be addressed for an approximate project cost of \$5.0M and is prepared to move forward to the permit phase of the project. We expect the permitting / design phase to be completed in a 12 month period.

We look forward to this next step and we are excited to be partnering with the Town of Sandwich to make this project a success.

Sincerely yours,

Robert P. Clark
Manager

Attachments:

RFP Evaluation Team Report 8/12/14
Town of Sandwich Conditional Award 8/21/14
George Dunham email update 9/11/14
David Mason / Ed Leonard of Wright Pierce email 9/11/14
CDM Smith Wastewater Services for South Sandwich Village Project 9/12/14

TAB ⑪

Town of Sandwich

THE OLDEST TOWN ON CAPE COD

130 MAIN STREET
SANDWICH, MA 02563

TEL: 508-888-4910 AND 508-888-5144

FAX: 508-833-8045

E-MAIL: selectmen@townofsandwich.net

E-MAIL: townhall@townofsandwich.net



BOARD OF
SELECTMEN

TOWN
MANAGER

September 29, 2014

Robert P. Clark
Clark Consulting, LLC
24 Emmons Road
Falmouth, MA 02540

Re: Award of Town of Sandwich Commercial Land Sale

Dear Mr. Clark:

Thank you for submitting your letter dated September 15, 2014, in which you confirmed Clark Consulting, LLC's willingness to proceed with an on-site wastewater solution which you estimated would cost approximately \$5.0 million. You also indicated that you are committed to proceeding with the necessary permitting for the project.

Based on this response, I am pleased to inform you that the Board of Selectmen voted to revise the rating of your proposal on the wastewater criterion to Highly Advantageous and your overall rating to Highly Advantageous as well. Accordingly, the Board of Selectmen voted to award the sale of the Commercial Land to Clark Consulting, LLC contingent on the successful negotiation of a purchase and sale agreement and a land development agreement.

Please contact me at your earliest convenience so we can discuss how to proceed with the negotiations.

Thank you again for your efforts in submitting a proposal to purchase the Town property and for working so quickly to respond to the wastewater question in the contingent award made by the Town. We look forward to working with you over the next several months in helping make your proposal a reality.

Sincerely yours,

George H. Dunham
Town Manager

cc: Board of Selectmen
Town Counsel
RFP Evaluation Team

Updated Award Notice

From : George Dunham <gdunham@townofsandwich.net>

Mon, Sep 29, 2014 04:14 PM

Subject : Updated Award Notice 1 attachment**To :** Bob Clark (bobcapecod15@comcast.net) <bobcapecod15@comcast.net>, Paul Cleary (pclearycpa@comcast.net) <pclearycpa@comcast.net>**Cc :** Doug Lapp <dlapp@townofsandwich.net>, John Giorgio (jgiorgio@k-plaw.com) <jgiorgio@k-plaw.com>

Hi Bob & Paul,

I'm pleased to confirm that your September 15, 2014 wastewater update and corresponding commitment to proceed with your project has been accepted, causing the Selectmen to vote last week in Executive Session to award the sale of the Town Commercial Land to Clark Consulting, LLC contingent on successfully negotiating a Purchase and Sale Agreement and Land Development Agreement. This vote removed the contingency on providing greater wastewater clarification and also increased the internal rating of your wastewater criterion to Highly Advantageous and your overall evaluation score to Highly Advantageous. These votes are all spelled out in the attached letter which is being mailed to you.

I know Paul spoke with Doug last week about setting up a time in the next week or two to meet with Town Counsel and your attorney to start discussing these documents. Thanks again for all your effort on this matter. I know we'll be talking soon.

- Bud

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

 **Clark - Award Notice Update - 9.29.14.pdf**
104 KB

TAB (12)

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made this 18th day of December, 2014, by and between the TOWN OF SANDWICH, a Massachusetts municipal corporation acting by and through its Board of Selectmen, having an address of Sandwich Town Hall, 130 Main Street, Sandwich, Massachusetts 02563, (the "Seller"), and R.P.CLARK CONSULTING, LLC, a Massachusetts limited liability company having its address at 24 Emmons Road, Falmouth, Massachusetts 02540 d/b/a Cape Cod Sports, (the "Buyer").

1. Premises. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, a parcel of land, located off Quaker Meetinghouse Road, Sandwich, Massachusetts, containing 56.21 acres, more or less, (the "Premises") as shown on a plan of land entitled "Plan to Accompany R.F.P., Land in Sandwich, Massachusetts, Quaker Meetinghouse Road, Prepared for Town of Sandwich," dated June 14, 2004 (the "Plan"). For Seller's title to Parcels 134, 135 and 136 shown on Assessor's Map 17 as Parcels see Takings recorded with Barnstable County Registry of Deeds in Book 1541, Page 213, Book 1947, Page 626 and Book 2556, Page 214.; Parcel 137 shown on Assessor's Map 17 see Deed recorded with said Deeds in Book 9197, Page 196; and Parcel 138 shown on Assessor's Map 17 see Taking recorded with said Deeds in 1665, Page 298.

2. Title. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to Buyer, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for the Buyer's intended use of the Premises as an active recreational sports complex and hotel/retail site;
- (e) The terms and conditions set forth in the Request for Proposals ("RFP") issued by the Seller for the sale of the Premises, and the Proposal submitted by Buyer for the purchase of the Premises, dated June 16, 2014, copies of the RFP and the Proposal being attached as Exhibit A; and
- (f) A Land Development Agreement, requiring the Premises to be used for an active recreational sports complex and hotel/retail development as set forth more particularly in Section 19 below.

RRC

15. Liability of Trustee, Shareholder, Fiduciary. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

16. Elected/Appointed Officials as Authorized Representatives of Municipal Corporation. The signatory for the Seller, (Town of Sandwich), being each duly elected member of its Board of Selectmen, executes this agreement in a representative capacity and, only the municipal corporation represented shall be bound, and no person so executing, nor any member, officer, agent or official, shall be personally liable for any obligation, express or implied, hereunder. The provisions of this clause shall survive the delivery of the deed and any termination of this agreement.

17. Representations and Warranties. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by Seller: NONE.

18. Brokers. Buyer and Seller each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer and Seller agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.

19. Land Development Agreement. Seller shall convey the Premises to Buyer subject to a Land Development Agreement substantially similar in form and in content to the Land Development Agreement attached hereto as Exhibit B and incorporated herein (the "LDA"), which the Seller and the Buyer shall execute at the closing and record immediately after the recording of the deed and prior to any mortgages. In the event that the terms of the permitting or any approvals, or the Cape Cod Commission require revisions to the LDA, then the parties agree to negotiate in good faith to amend the LDA accordingly. Said LDA shall govern the development of the Premises and require, that the Buyer shall, at its sole cost and expense, construct on the Premises an active recreational sports complex and hotel/retail development (the "Development"). The Development shall be substantially completed, as evidenced by final Certificates of Occupancy for all the buildings, within thirty-six (36) months from the date on which the

deed to the Premises is recorded or within such extended period as is set forth more particularly in the LDA.

20. Contingencies. The obligations of Buyer and Seller are contingent upon the satisfaction of each of the following conditions:

- (a) *Financing*: Buyer shall have obtained financing sufficient in the reasonable judgment of both Seller and Buyer for Buyer to construct the Development and other improvements required under the LDA, as evidenced by a commitment letter, letter of credit or other instrument or security from a bank, financial institution or other lender, whose creditworthiness is satisfactory to the Seller, in Seller's sole discretion with contingencies acceptable to the Seller, a copy of which is to be delivered to Seller at least thirty (30) days prior to the closing;
- (b) *Plans, Permits and Approvals*: Buyer shall, at its sole cost and expense, prepare all plans, substantially in accordance with the Buyer's Proposal showing the Development to be constructed, as required for all permits and approvals for the Development, and shall have obtained all permits and approvals, other than a building permit, necessary to commence construction of the Development including approval of the Cape Cod Commission, by eighteen(18) months from the date hereof;;
- (c) *Groundwater Discharge Permit*: Buyer shall have obtained a Groundwater Discharge Permit from the Commonwealth of Massachusetts Department of Environmental Protection to meet the requirements for the Development as described in the Proposal attached hereto as Exhibit A by twelve (12) months from the date hereof;;
- (d) *Disclosure*: Buyer shall have complied with the disclosure provisions of G.L. c.7C, § 38, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file, and Buyer shall sign, all required statements; and
- (e) *Compliance*: Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of the Premises by Seller.

Provided, however, that if any of the foregoing conditions are not satisfied by eighteen (18) months from the date of this Agreement, or an appeal of any necessary appeal has been filed with a Court of competent jurisdiction, then Buyer may elect to (i) request an extension of the time for performance for a maximum of eighteen (18) months by so notifying the Seller in writing on or before the closing date, and in such event the Seller shall grant an extension of the time for performance, or (ii) the Buyer may elect to terminate this Agreement. Upon such termination

the Deposit shall be retained by the Seller. Buyer and Seller shall use diligent efforts to satisfy all contingencies.

21. Affidavits. At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer's attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee and/or Buyer individually to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as noted herein; and (2) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

22. Hazardous Materials. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this Agreement. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Waste") on, in, under or emitting from the Premises or for any other condition or defect on the Premises.

23. Assignment. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

24. Property Inspection, Condition of Premises. Buyer or Buyer's agent(s) shall have the right, at any time, to enter the Premises at Buyer's own risk for the purposes of inspecting the Premises without the Seller's prior written consent, not to be unreasonably withheld, and to conduct any subsurface testing and soil testing for purposes of Title V investigation as well as installation of ground water monitoring wells pursuant to the License Agreement between the parties dated October 27, 2014. Buyer shall indemnify and defend and hold Seller harmless against any claim by Buyer or Buyer's agents, employees or invitees for any harm to them arising from said entry and shall restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. The provisions of this Section shall survive the expiration or termination of this Agreement.

25. Title or Practice Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate

Bar Association of Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

26. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. Unless otherwise agreed, Seller's attorney may disburse the funds if no report has been received by 5:00 p.m. of the next business day following the date of the delivery of the deed that the documents have not been recorded, due to some problem beyond the recording attorney's control.

27. Buyer's Warranties. Buyer hereby represents and warrants:

- (a) This Agreement and all documents to be executed by Buyer and delivered to Buyer at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by Buyer.
- (b) Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by Seller or any employee or representative of Seller.

28. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by Federal Express or other similar courier service, or (c) by facsimile, addressed:

In the case of Seller: Board of Selectmen
 Sandwich Town Hall
 130 Main Street
 Sandwich, MA

With a copy to: Vicki S. Marsh, Esq.
 Kopelman and Paige, P.C
 101 Arch Street
 Boston, MA 02110
 Telephone: 617-556-0007
 Facsimile: 617-654-1735

In the case of Buyer: Mr. Robert Clark
R.P. Clark Consulting, LLC
24 Emmons Road
Falmouth, MA 02540

With a copy to: Mr. John B. Hynes, III
Boston Global Investors, LLC
One Post Office Square
Suite 1900
Boston, MA 02109

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

30. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

31. Insurable Title. It is understood and agreed by the parties that the Premises shall not be in conformity with this Purchase and Sale Agreement unless title to the Premises is also insurable at ordinary rates for the benefit of Buyer in a fee owner's ALTA-form policy, and for the benefit of Buyer's lender, if any, in an ALTA-form loan policy, subject to the standard printed exceptions provided that such exceptions do not render title to the Premises unmarketable.

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

(a) improvements, if any, and all means of access to the Premises, shall be located completely within the boundary lines of said Premises or by lawful means of access by easements provided Town approves of such access to Premises and shall not encroach upon or under the property of any other person or entities ;

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

(c) the Premises shall abut a public way, or a private way to which Buyer shall have both pedestrian and vehicular access.

33. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

34. Deposit. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Sandwich as escrow agent, in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by Seller and Buyer.

35. Buyer's Default; Damages. If Buyer shall fail to fulfill Buyer's agreements herein then the Deposit shall be retained by the Seller.

36. Town Recreational Facilities. The Premises currently includes recreational facilities consisting of a Pop Warner Football Facility, including a football field (240' by 470'), practice field (150' by 360'), bleachers (20' by 95' and 20' by 25'), concession stand (10' by 50'), athletic field lights and an associated parking area (80' by 300'), all dimensions being approximate, located on Parcel "B" on the Plan. The Buyer agrees to construct similar or better recreational facilities in accordance with plans approved by the Seller, on other Town-owned land to be identified by the Board of Selectmen. Said new fields and facilities must be operational before Pop Warner abandons the current use occurring on Parcel B. If the condition to construct a new field pursuant to the terms hereof is not met for any reason, then the total acreage being sold by the Seller will be reduced to a total of 48.90 acres, more or less. If the Seller retains Parcel B, then the Buyer will be responsible, at its sole cost, for obtaining approvals necessary to subdivide the Premises so as to establish Parcel B as a separate lot.

37. Miscellaneous. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. The captions 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 hereto. The

provisions of this clause shall survive the delivery of the deed and any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as a sealed instrument as of the date first written above.

TOWN OF SANDWICH,
By its Board of Selectmen

Ralph A. Vitacco

Frank Pannorfi

Susan R. James

James W. Klein

A. J. Ell

BUYER: R.P. CONSULTING, LLC

By: Robert P. Clark
Duly Authorized Robert P. Clark

Exhibits

Exhibit A: Land Development Agreement

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