

City of Waltham CITY OF WALTHAM
CITY CLERK'S OFFICE
Jeannette A. McCarthy 2018 FEB -8 A 9:16
Mayor RECORDED

February 8, 2018

TO: The City Council
RE: Joint Meeting – 40B Statement

Dear Councillors:

“Which wasn’t true” was heard on cable TV after I answered a question posed by the Council Vice President. The question, answer and comment can be heard at approximately 80 minutes into the meeting.

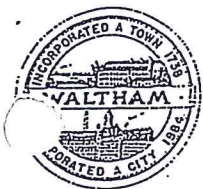
For your information, enclosed please find:

1. January 4, 2016 Letter to the Stigmatines – my first involvement
2. January 7, 2016 My letter updating the Waltham City Council
3. January 24, 2016 Letter from Atlantic Management to Mayor
4. March 7, 2016 Email from Mayor to Atlantic Management
5. March 25, 2016 Avalon Bay Communities letter to Atlantic Management
6. June 22, 2016 Letter re: Avalon Waltham Project, Lexington St., Waltham
7. June 28, 2016 AECOM letter re: goal-confirmation channel is not wetland resource
8. June 8, 2016 Email from city appraiser to Atlantic Management
9. June 8, 2016 Email from Atlantic Management to city appraiser
10. June 8, 2016 Email from Atlantic Management to city appraiser
11. July 13, 2016 Email from Atlantic Management to Mayor
12. August 3, 2016 Email from Atlantic Management to Mayor
13. July 14, 2015 Avalon Waltham Scheme A Site Plan - 327 units
14. July 14, 2015 Avalon Waltham Scheme B Site Plan - 447 units

The current zoning of the Stigmatine land is RA-2, which permits single-family homes, with 15,000 square foot house lots, not multi-family units in this residential neighborhood, which already suffers from overdevelopment.

Sincerely,

Jeannette A. McCarthy
JAM/ccb
Enclosures



City of Waltham

Jeannette A. McCarthy
Mayor

Delivered: By Hand and First Class Mail

January 4, 2016

The Trustees of Stigmatine Fathers Inc.
554 Lexington Street
Waltham, MA 02452-3029

Dear Trustees:

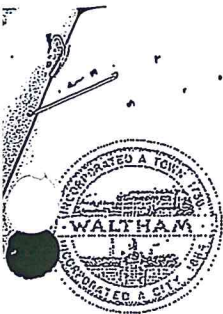
Please be advised that I would be interested in acquiring the Stigmatine property, now or in the future.

Kindly have your representative contact me at your earliest convenience.

Once I have information in place, I naturally will involve the Waltham City Council, as the approval of both Mayor and City Council are required for purchase or taking of land.

Sincerely,


Jeannette A. McCarthy
JAM/ns



City of Waltham

Jeannette A. McCarthy
Mayor

CITY OF WALTHAM
CITY CLERK'S OFFICE

2016 JAN -7 P 12:53

RECORDED

January 7, 2016

TO: The City Council
FROM: Jeannette A. McCarthy
RE: 554 Lexington Street

Dear Councillors:

Please be advised that on Monday, January 4, I visited the above property to express an interest in writing in acquiring the above property now or in the future. I was advised by an individual at the site that 30 acres is under agreement and it is in process of being permitted, but the individual would make sure that the Provincial received my letter. I have not received any official confirmation or response to my inquiry.

As you are aware, the Stigmatine parcel has been of interest to the City for open space for some time.

My recommendation is that we obtain an appraisal of the entire property. If you concur, I will submit an appropriation request.

Sincerely,

Jeannette A. McCarthy
JAM/ns



RECEIVED
JAN 25 2016
MAYOR'S OFFICE

January 24, 2016

The Honorable Jeannette A. McCarthy
City of Waltham
610 Main Street
Waltham MA 02452

Re: Stigmatine Fathers, 3 Parcels, 46.063 ± Acres
R033 002 0019; R033 002 019A; R033 002 019B

Dear Mayor McCarthy:

Thank you for your letter of January 21, 2016 and your meeting with us recently. We acknowledge that City Council has voted to authorize you to obtain an appraisal for the above-referenced property, and the name of the appraiser you are proposing to contact.

You also requested whether our client would accommodate your appraiser accessing the site, and we are pleased to respond that our client will cooperate fully with your appraiser, but that all site visits should be scheduled through our office in the company of an Atlantic employee. Please be assured we will make ourselves available in order to accommodate your appraiser's schedule.

You also requested whether our client would accommodate your appraiser accessing the site, and we are pleased to respond that our client will cooperate fully with your appraiser, but that all site visits should be scheduled through our office in the company of an Atlantic employee. Please be assured we will make ourselves available in order to accommodate your appraiser's schedule.

As a follow up to our meeting you had requested whether 40B project would be part of your appraisal analysis and asked that we discuss this with our client so that you could proceed accordingly. Please accept this acknowledgement that we have had a discussion with our client now and have been authorized to respond indicating that a 40B project should be considered as one of the uses included in your proposed appraisal.

Also, on behalf of our client we intend to likewise pursue an appraisal for your additional consideration as we proceed with regard to this property.

The Honorable Jeannette A. McCarthy
City of Waltham
Page 2
January 24, 2016

Finally, after further discussion with our client we are further authorized to request a follow up meeting with you and City Council President at a time convenient for all parties to discuss further the "friendly taking option" that we began during our last meeting in your office. Please advise with a couple dates and times that are convenient, and my Partner and I will make ourselves available around your schedule. X

Very truly yours,


David A. Capobianco


Joseph L. Zink

/lam

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We feel given below that it is imperative that we come in and at least speak w/ you individually (and of course your team). Would you have 10 -15 minutes tomorrow to meet again in your office?

Thank you in advance for your anticipated accommodation.

Atlantic Management Corporation

David A. Capobianco

Sent from my iPad

On Mar 7, 2016, at 4:52 PM, Scorzella, Nancy <nscorzella@city.waltham.ma.us> wrote:

David:

I have a call into the Council President, and I will relay your request. However, I think the most prudent thing to do is to finish the appraisal including the use that you contemplate (188 cluster townhouses), and then we reconvene once the appraisal is completed. It is my understanding that the appraiser is waiting for your OK, and you are waiting for me for a meeting with the Council President.

Because of the problem that you had experienced in the past dealing with an individual member of the City Council as well as the fact that he has no authority to discuss zoning apart from a public meeting, I recommend that we proceed with the appraisal and have a meeting post haste after that.

So please contact the appraiser so he can view the property and buildings so he can finish his appraisal. If you want to share anything with the appraiser, please feel free to do so.

Thank you.

Sincerely,
Mayor McCarthy

From: Dave Capobianco [<mailto:dcapobianco@atlanticmanagement.com>]

Sent: Tuesday, February 23, 2016 1:12 PM

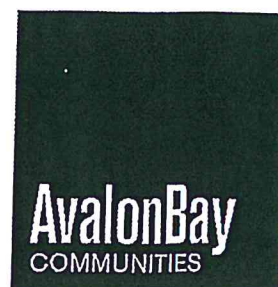
To: Scorzella, Nancy <nscorzella@city.waltham.ma.us>; Mayor <mayor@city.waltham.ma.us>

Cc: Joe Zink <jzink@atlanticmanagement.com>

Subject: RE: Stigmatine Fathers

Good Afternoon Madam Mayor:

You are correct about the appraisal and getting back to us. We did not however - discuss anything concerning zoning and certainly would like to discuss same with you and the City Council President. Our initial request as stated in our January 24th letter is to continue our initial discussion about the "friendly taking"



March 25, 2016

Sent via electronic mail

Mr. Joseph L. Zink
CEO, President
Atlantic Management
205 Newbury Street
Framingham, MA 01701

Re: 554 Lexington Street
Waltham, MA

Dear Joe:

I have outlined below the terms and conditions upon which AvalonBay Communities, Inc. ("Buyer") would be interested in purchasing from the Seller the above referenced parcel of land in Waltham, MA.

1. **Purchase Price:** Total Purchase Price of \$24,000,000 or \$53,333 per approved apartment subject to the conditions and assumptions outlined below. This offer assumes the property would be developed under MGL Chapter 40B with a 25% affordable component at 80% of AMI. It further assumes that all utilities and infrastructure are available at the perimeter of the site with sufficient capacity to service the proposed development. This offer assumes the construction of 2, 3 and 4 story wood-framed buildings with surface and structured parking.
2. **Dwelling Units:** The Purchase Price is based upon the Buyer obtaining permits and approvals for no less than 450 multifamily rental apartments. We have assumed a 25% affordable component. To the extent the Permits and Approvals cannot be obtained for 450 units, the Purchase will be adjusted based on the actual number of units for which Approvals are granted.
3. **Deposits:** Upon the execution of the Purchase and Sale Agreement ("Agreement") for the Property, AvalonBay shall deposit in escrow a \$250,000 letter of credit to be held pending the Closing hereunder ("Deposit"). The Deposit will be returned to AvalonBay and the Agreement shall be terminated if (i) AvalonBay is not satisfied for any reason and in its sole discretion with the results of its Due Diligence (ii) all contingencies in the Agreement are not satisfied, or (iii) there is a failed condition to closing.
4. **Initial Review:** AvalonBay shall have sixty (60) days from the date of the Agreement ("Initial Review Period") to perform its Due Diligence to evaluate the physical qualities and economic prospects of the Property. This review may include, but shall not be limited to, soil tests, hazardous waste tests, geotechnical reviews and title searches. Seller is not presently aware of any contamination, hazardous conditions or title problems that would prevent the permitting and development of the property. It is assumed that Buyer shall have the rights to and the unrestricted use of (at no cost to the Buyer) all building, site plan, survey, geotechnical, wetlands, environmental and other engineering and technical information that exists and in the Seller's

control relative to the site. Seller shall make the Property available to AvalonBay for testing and inspecting. AvalonBay will notify Seller of any unacceptable title exceptions, or other impediments to the transaction contemplated hereby, prior to the expiration of the Initial Review Period. AvalonBay shall have the right to terminate the Agreement in its sole discretion at any time within the Initial Review Period.

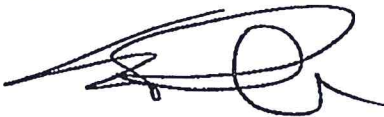
5. **Approvals:** It is assumed that the Buyer will obtain approvals under MGL Chapter 40B for the development of approximately 450 apartments. Buyer shall have 12 months from the expiration of the Initial Review Period (the "Permitting Period") to obtain the necessary Approvals. In addition, if any permit has been denied, or any permit contains conditions which Buyer deems unacceptable and therefore files an appeal, the Agreement shall be extended for up to 18 months to evaluate and prosecute any and all appeals to final resolution.
6. **Closing:** Closing will take place 30 days following the Seller's receipt of all Permits and Approvals necessary to obtain a building permit for the residential project. Seller shall pay for transfer taxes as required on the transfer of real estate and shall be responsible to pay any roll back taxes.
7. **Default:** In the event of a default under the Agreement by AvalonBay, the Deposit shall be retained by Seller as Seller's sole remedy and shall constitute Seller's complete and liquidated damages under the Agreement. Seller shall have no other recourse or remedy at law or in equity.
8. **Contingencies:** Closing under this transaction, is contingent upon (i) all Approvals being obtained by Buyer, exclusive of a building permit, for not less than 450 apartments (ii) all utilities in sufficient size and capacity to serve the entire project as approved, available and immediate to the Property.
9. **Title:** At closing, Seller agrees to deliver to AvalonBay good and marketable title subject only to permitted exceptions acceptable to AvalonBay.
10. **Brokerage Fee:** Seller and Buyer acknowledge that there is no Broker involved in this transaction. Seller shall hold Buyer harmless from and against all claims for brokerage fees arising from or under their respective acts or conduct with respect to the Property.
11. **Non-Binding Effects:** This letter is intended to be an expression of interest by the parties signing and accepting this letter to the transaction herein and shall in no event be deemed to be or constitute a binding Contract agreement or other legally enforceable obligation between said persons or entities as to such matters; provided that, notwithstanding anything to the contrary set forth herein, the provisions of Section 12 and 13 hereof shall be binding upon and enforceable against the parties hereto.
12. **Confidentiality:** The parties agree that the information set forth herein is intended to be private and confidential between the parties executing this Letter of Intent and shall not be disclosed to third parties without the consent of each party to this transaction; provided, however, that the terms of this Letter of Intent may be disclosed to legal counsel, lenders, probate courts and other consultants to and contractors for said parties for purposes incidental to this agreement or to the conduct of the business by said parties. Seller acknowledges (a) that Buyer's stock is publicly traded, (b) that information concerning the proposed transaction may constitute material non-public information concerning Buyer and its securities, and (c) that any disclosure of

information concerning the proposed transaction and/or trading in Buyer's securities by persons having knowledge of the proposed transaction prior to public disclosure of such information by Buyer may violate federal and state securities laws and result in civil or criminal liability.

13. **Acceptance:** Immediately following the execution of this Letter of Intent by both Buyer and Seller, Seller will instruct its counsel to prepare and submit a Contract for Buyer's review with the terms, conditions and provisions set forth herein. Seller agrees not to market the Property or solicit or accept offers for the purchase or contract of the Property, or enter into any agreements with other potential purchasers or buyers for a period of 30 (thirty) days after the date of full execution of this Letter of Intent by the parties hereto, subject to the terms of the Contract and other transaction documents that may be entered into by the parties hereto pursuant to this Letter of Intent; provided that, Buyer shall have the right, at any time prior to the expiration of such 30 (thirty) day period to cancel, withdraw or modify the terms hereof by written notice to Seller, subject to the terms of the Contract and other transaction documents which may have then been executed by the parties. If the parties have not entered into the Contract and other transaction documents on or before the end of such 30 (thirty) day period, then either party may terminate this Letter of Intent by written notice to the other party, after which time, Seller shall have the right to market the Property or solicit or accept offers for the purchase or contract of the Property and to enter into agreements in connection therewith.
14. **Development Plan:** Buyer agrees to develop a class-A multifamily rental community consistent with the quality of other multifamily developments of a similar nature, recently completed by the Buyer.

If the terms and conditions set forth in this letter of intent are acceptable to you, please so indicate by signing and returning one (1) of the enclosed copies of this Letter of Intent to me. If this Letter of Intent is not executed by both Seller and Buyer with one of the executed originals returned to the Buyer by April 30th, 2016 this Letter of Intent shall expire and become null and void.

Sincerely,



Scott W. Dale
Senior Vice President of Development

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2016
SELLER:

By: _____

Cc: William McLaughlin- AvalonBay Communities

Client Authorization

To:	David Capobianco Atlantic Management Corporation 205 Newbury Street, Framingham, MA 01701	Labor:	\$7,200
		Expenses:	Printing and Mileage (cost +15%)
Project:	Avalon Waltham Project Lexington Street Waltham, MA	Date:	June 22, 2016
		Revised:	
As Requested By:	Atlantic Management Corporation	Estimated Date of Completion:	Two Weeks

Scope of Services

Development Plan Review and Due Diligence

DeVellis Zrein Inc. (DZI) has been requested to provide a proposal to review a concept site plan and related documents prepared by The Architectural Team (TAT) for Avalon Bay Communities, Inc. The Site Plan entitled Avalon Waltham: Schematic Plan B indicates a total of 447 residential units on a parcel located west of the Stanley Road and Lexington Street intersection with frontage along Lexington Street.

The purpose of the scope as generally described below is to review the potential development provided on the TAT plan with respect to the opportunities and constraints of the property and render a professional engineering opinion to the general feasibility. Identify items of concern that would require a premium or potentially reduce the development is included.

In general, DZI will perform the following scope of services to provide this opinion:

1. Review available plans and documents provided by the Client
2. Perform a site walk *
3. Review Waltham's applicable/available zoning, engineering and related material
4. Review local and state mapping with respect to environmental resources related to wetlands ("centerline of stream" indicated on survey plan *)
5. Review available utilities in the area with respect to location, capacity, extension
6. Provide Geographic Information System (GIS) review indicating items related to historic, reported contamination, wildlife, soils and endangered species.

This proposal has been provided as a "lump sum" estimating 40 total engineering hours. Should additional services be requested outside of the scope listed above, the Rates for Additional Professional Engineering Services on an hourly basis shall be as follows:

PRINCIPAL.....	185.00
PROJECT CIVIL ENGINEER	130.00

DEVELLIS ZREIN INC.

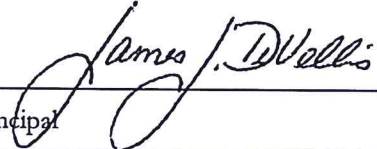
Land Planning . Civil Engineering

- Should additional scope or consultants be required that is not anticipated at this early stage, the Client will be notified prior to any work being performed.
- Services not proposed
- Survey Services
- Services related to Licensed Site Professional (LSP) / contamination
- Off-site traffic study and evaluation
- Any design services or drawings
- Wetland Flagging / botanist field work

* The survey indicates a "centerline of stream" on the site which bisects the development. Should this be the case and the "stream " is a perennial, intermittent or a resource that is associated with bordering vegetated wetlands then the development will be substantially effected. Rather than the complete scope above, it is suggested that an initial effort to just perform a site walk, review GIS and local conservation commission mapping and report back will be the initial step. If further action is needed, DZI will proceed if requested. The initial steps as indicated in this paragraph can be performed in a day (8 hrs x \$185 = \$1480). This scope will also be subtracted from the full fee should the full scope move forward.

DeVellis Zrein Inc.

Client Authorization

By: 
Title: Principal
Date: June 22, 2016

By: _____
Title: _____
Date: _____

Subject to the attached Conditions:

DEVELLIS ZREIN INC.

P.O. BOX 307, FOXBOROUGH, MA 02035 508-939-8583



AECOM
250 Apollo Drive
Chelmsford, MA 01824

978.905.2100 tel
978.905.2101 fax

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June 28, 2016

Mr. David Capobianco
Atlantic Management Corporation
205 Newbury Street
Framingham, MA 01701

**Subject: Estimated Scope of Wetland Consulting Services,
554 Lexington Street, Waltham, Massachusetts**

Dear David,

As requested, AECOM Technical Services, Inc. (AECOM) is pleased to provide this proposal to Atlantic Management Corporation (Atlantic) for wetland consulting services relative to the site referenced above. This proposal is for initial site services required for wetland resource area classifications/delineation and a memo/report of our findings (or other communication as appropriate), and draft preparation of a Request for Determination of Applicability (RDA) under the Massachusetts Wetlands Protection Act (MWWA). It is our understanding that preliminary assessment of the subject site has identified a potential intermittent channel on the site. The goal of AECOM's services would be to assist in securing regulatory confirmation that the channel is not a resource area subject to protection under the MWWA. AECOM will also review the entire subject site as directed by Atlantic for the purposes of assessing potential wetland resource area constraints under proposed site use scenarios. AECOM will provide services on an hourly time and materials basis per our standard rates, subject to the attached terms and conditions, and will not exceed the estimate below without your additional authorization.

The following tasks are proposed at this time:

Task 1: Wetland Resource Jurisdictional Assessment, Delineation, and Reporting Process

AECOM will conduct a field investigation for the purpose of identifying and delineating potential local, state, and federal jurisdictional wetland boundaries and collecting required field documentation at the referenced site. Wetland identification and delineation will conform to the Massachusetts Wetlands Protection Act Regulations (310 CMR 10.00) and in accordance with the Massachusetts Department of Environmental Protection (DEP) guidelines and DEP-issued wetland boundary data sheets. AECOM anticipates conducting an initial field review to provide a preliminary assessment on resource area jurisdictional status prior to any formal delineation, and reviewing the preliminary results with Atlantic. If directed by Atlantic after the initial review, AECOM will: identify resource areas or other features as needed in the field using alphanumeric flagging to enable survey for accurate depiction of wetlands, provide sketches of the delineation to the project

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engineer for survey purposes, and coordinate with the surveyor for accurate representation and coverage. In addition, AECOM will review the visible characteristics of the peripheries of adjacent properties to assess whether any wetland resource areas fall within jurisdictional range of the subject parcel (i.e., 100-foot buffer zone and 200-foot Riverfront Area). Results of the field work will be conveyed to Atlantic, and if requested, a memo report will be provided. The estimated fee for this task assumes that access is provided and not restricted by unusual site conditions.

Estimated Cost for Task 1: \$ 5,000.00

Task 2: Team and/or Conservation Commission Communication/Site Walk/Meeting; Draft Preparation of RDA.

Communication/coordination with the project team will be provided on the wetland regulatory process involved in various site use alternatives. If requested, AECOM will attend one site visit or meeting with project team members and/or the Waltham Conservation Agent or Conservation Commission. AECOM anticipates that filing an RDA with the Waltham Conservation Commission may be an appropriate process to follow to secure a determination of non-jurisdiction of the subject channel on the site, and therefore this task includes preparation of a draft RDA.

Estimated Cost for Task 2: \$ 2,500.00

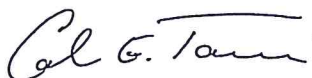
The total fee estimate for these initial services (Tasks 1 and 2) is \$7,500.00; we estimate a level of effort for these services of between 40-50 hours. AECOM will charge for our services on a time/materials basis not to exceed the above amount without your approval. If acceptable, please authorize AECOM to conduct the above tasks by signature below, subject to the attached AECOM 2015 Standard Terms and Conditions Contract for this work.

We look forward to working with you on this project. If you have any questions or comments please feel free to contact Dennis Lowry at 508-361-1850.

Sincerely yours,



Dennis J. Lowry
Senior Program Manager



Carl Tammi, Associate Vice President
Capital Permitting/Natural Resources
Department Manager

Attached: Consulting Services Agreement

Proposal, Terms, and Conditions for Wetland Consulting Services, 554 Lexington Street, Waltham, MA accepted by:

Name and Title

Date

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To: 'Scorzella, Nancy' <nscorzella@city.waltham.ma.us>
Subject: FW: 554 Lexington Street, Waltham - Stigmatines

Correspondence with David last week.

From: Edward V. Bowler [mailto:ebowler@bowlerappraisal.com]
Sent: Wednesday, June 8, 2016 3:27 PM
To: 'Dave Capobianco' <dcapobianco@atlanticmanagement.com>
Subject: RE: 554 Lexington Street, Waltham - Stigmatines

Hi Dave:

Hope all is well.

Free to chat most any time.

It really comes down to engineering.

Would the parcel accommodate 106 to 118 single family homes (my calculation), 133 townhouses (cluster – my calculation) or 447 apartment units (Avalon 40B)?

Until that lengthy question is answered / nailed down the sale by the Stigmatines, the purchase by the City is going to drift, timing of transfer will extend.

City can't just accept that 447 is the right number without quantification. Avalon's offer was subject to due diligence, would be adjusted if they didn't get 400 plus units.

It seems to your humble valuer (not an engineer) that one of the parties – Stigs., City or both have to do the engineering work.

The valuation part would follow quickly, easily once that information is available.

When the purchase proposal goes to the City Council, Mayor, legal department, etc. they are simply not going to be able to accept that Bowler says 447 units and here is his corresponding value.

My thoughts. Happy to discuss further.

Ed

Edward V. Bowler, MAI, SRA
Mass. Certified General Real Estate Appraiser #337
Bowler Real Estate Appraisal
P.O. Box 691
Waltham, MA 01719-0691

781-893-1853
781-577-2736
ebowler@bowlerappraisal.com
www.bowlerappraisal.com

From: Dave Capobianco [mailto:dcapobianco@atlanticmanagement.com]
 Sent: Wednesday, June 8, 2016 11:32 AM
 To: ebowler@bowlerappraisal.com
 Subject: RE: 554 Lexington Street, Waltham - Stigmatines

Hi Ed:

Thank you for your patience on this matter.

Is there a time we could call you this week to discuss the need for the engineering back up?

It took a major effort to get the plans from a Buyer who is already not happy that we are not moving forward w/ this 40 B project that they were VERY interested in pursuing. Given the time it took to get these plans – I am concerned with the time and likely hood of getting the backup you have requested.

Please advise....Thanks

David A. Capobianco



205 Newbury Street
 Framingham, Mass. 01701
 Tel: 508-626-0025
 DD: 508-665-6305
 Fax: 508-626-0106
www.atlanticmanagement.com

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IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS in Circular 230, we inform you that, unless we expressly state otherwise in this communication (including any attachments), any tax advice contained in this communication is not intended or written to be relied, and cannot be used, for the purpose of (i) avoiding penalties under Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

From: Steve Wyman
 Sent: Wednesday, June 08, 2016 11:02 AM
 To: ebowler@bowlerappraisal.com
 Cc: Dave Capobianco; Joe Zink
 Subject: 554 Lexington Street, Waltham - Stigmatines

From: Dave Capobianco [mailto:dcapobianco@atlanticmanagement.com]
 Sent: Wednesday, June 8, 2016 11:32 AM
 To: ebowler@bowlerappraisal.com
 Subject: RE: 554 Lexington Street, Waltham - Stigmatines

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Please advise....Thanks

David A. Capobianco



35 Newbury Street
 Waltham, Mass. 01701
 Tel: 508-626-0025
 Fax: 508-665-6305
 Cell: 508-626-0106
www.atlanticmanagement.com

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Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS in Circular 230, we inform you that, unless we expressly state otherwise in this communication (including any attachments), any tax advice contained in this communication is not intended or written to be relied upon, and cannot be used, for the purpose of (i) avoiding penalties under Internal Revenue Code or (ii) promoting, marketing or recommending to any party any transaction or matter addressed herein.

From: Steve Wyman
 Sent: Wednesday, June 08, 2016 11:02 AM
 To: ebowler@bowlerappraisal.com
 Cc: Dave Capobianco; Joe Zink
 Subject: 554 Lexington Street, Waltham - Stigmatines

Good Afternoon Ed,

Attached, please find Avalon's "Site Plan B for the site which was the basis for the offer from Avalon previously provided your review. "Site Plan A" reflects the Stigmatine's retaining a portion of the site. Avalon has agreed to share their engineering back-up for the site. As soon as we receive it, we'll forward over to you.

Thank You,

Steven Wyman
Property Manager

Atlantic Management Corporation

Cell: (508) 816-4046
Office: (508) 665-6335
Fax: (508) 665-6385
www.atlanticmanagement.com

Mayor

From: Dave Capobianco <dcapobianco@atlanticmanagement.com>
Sent: Wednesday, July 13, 2016 5:39 PM
To: Mayor
Cc: Azadi, Pat; Joe Zink; Robert White (rsw7713@aol.com)
Subject: FW: Stigmatines property - Waltham - Extension and Amendment of Memorandum of Agreement
Attachments: Client Authorization - Avalon Bay Waltham 6-22-16.pdf; AECOM AtlanticWaltham Proposal 20160628.pdf; Dennis Lowry.vcf; Aecom Memo Waltham Stigmatines 07132016.pdf

Madam Mayor:

As a follow up to our call earlier.....Attached find the discussed doc's that you requested for your review w/ Pat as we consider whether the Stigmatines or the City should file for the suggested RDA or NRAD.

I understand any contribution from the city towards these professional costs is subject to a PO as you explained on our call. I am forwarding for your review and approval relative to providing ultimately the engineering required by the appraiser in order to include the 40 B value in the appraisal as previously discussed.

The attachments include:

- 1) Proposal from our Engineer
- 2) Proposal from our Botanist
- 3) Botanist contact info
- 4) Botanist preliminary opinion

We look forward to meeting with you in your office @ 10:00 am on the 19th to discuss how to proceed given the Botanists findings and recommendation.

David A. Capobianco



205 Newbury Street
 Framingham, Mass. 01701
 Phone: 508-626-0025
 Phone: 508-665-6305
 Fax: 508-626-0106
 www.atlanticmanagement.com

Casey-Brenner, Colette

From: Azadi, Pat
Sent: Wednesday, August 03, 2016 8:15 AM
To: Dave Capobianco; Mayor
Cc: Joe Zink; Robert White (rsw7713@aol.com)
Subject: RE: Stigmatines property - Waltham - Extension and Amendment of Memorandum of Agreement

Hi Dave,

It was my memory that you were going to provide us with a title you already have. I have not yet received such document.

Please advise.

Sincerely,

Pat Azadi

From: Dave Capobianco [mailto:dcapobianco@atlanticmanagement.com]
Sent: Tuesday, August 02, 2016 3:51 PM
To: Mayor <mayor@city.waltham.ma.us>
Cc: Azadi, Pat <pazadi@city.waltham.ma.us>; Joe Zink <jzink@atlanticmanagement.com>; Robert White (rsw7713@aol.com) <rsw7713@aol.com>
Subject: FW: Stigmatines property - Waltham - Extension and Amendment of Memorandum of Agreement

Dear Madam Mayor:

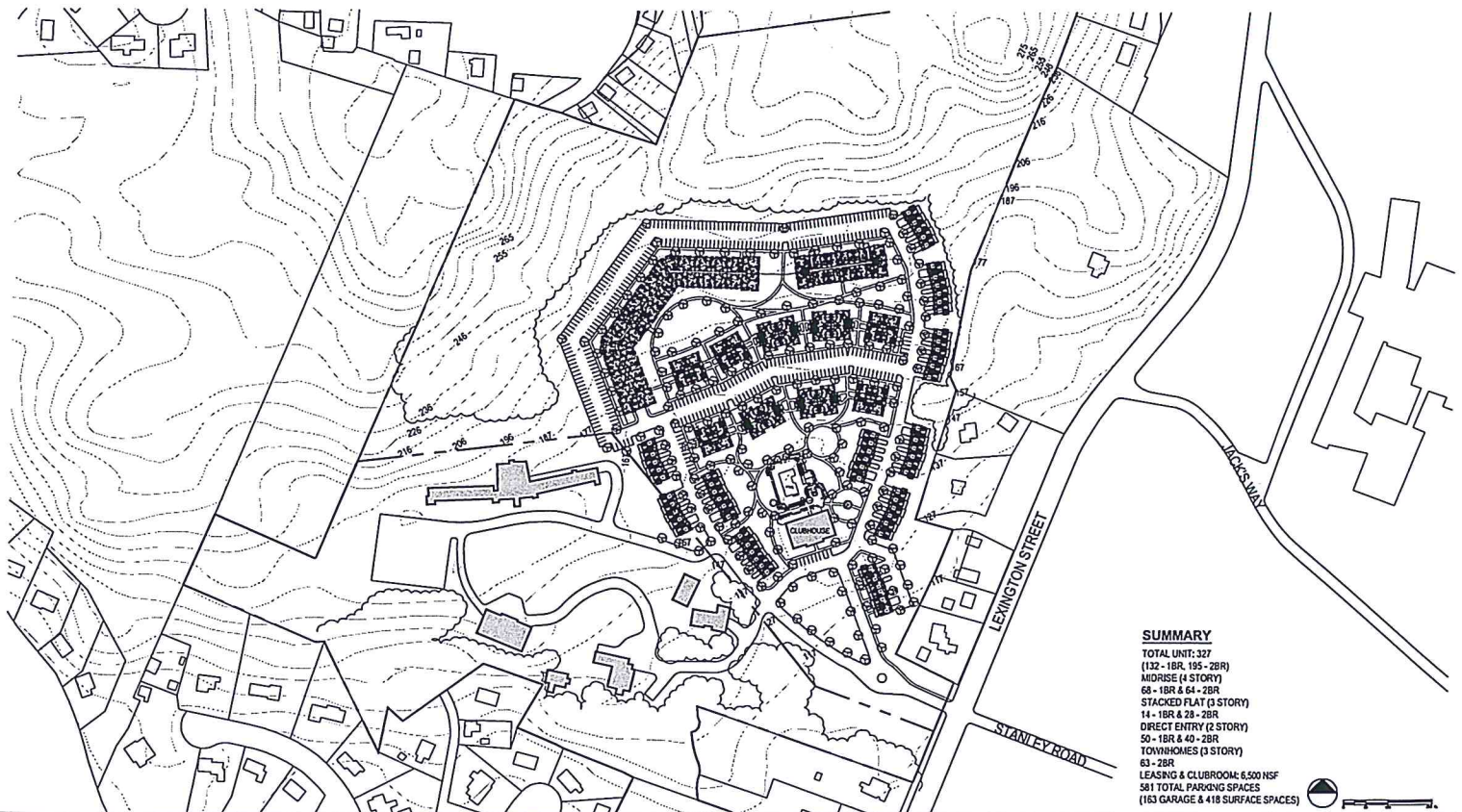
As we have our next meeting scheduled for 10:00 am this Thursday (4th) in your office, I thought I would reach out and request/remind your office to forward the promised "bullets or business terms" we discussed at our last meeting which will begin the basis to a subsequent P & Sales Agreement. It was also our further understanding that after our last meeting you were going to authorize title and environmental review to commence. FYI – no one has contacted our office to gain access to the site as of this date concerning the anticipated phase 1 review.

We have in the meantime connected our engineer with your appraiser as requested; we learned from your appraiser as a result of this call that additional services (you will recall the original scope of our engineer was to provide engineering services to support the 40 B project) concerning back up for an ANR single family subdivision on the site was now required.

To that end – I have spoken with my client and received authorization to proceed – HOWEVER as a sign of continued good faith - it will be critical and helpful for my client to see in the above bullet or business terms that these professional services which our client continues to front the costs of - will be divided between the Parties under the anticipated friendly taking terms and conditions.

Look forward to seeing these business terms prior to our meeting and seeing you again on Thursday am.

David A. Capobianco



Avalon Waltham

Waltham, MA

Scheme A Site Plan

Date 2015-07-14

DEVELOPER : AvalonBay Communities, Inc

ARCHITECT : The Architectural Team

tat | the architectural team



SUMMARY

TOTAL UNIT: 447
 (174 - 1BR, 273 - 2BR)
 MIDRISE (4 STORY)
 68 - 1BR & 64 - 2BR
 STACKED FLAT (3 STORY)
 40 - 1BR & 68 - 2BR
 DIRECT ENTRY (2 STORY)
 66 - 1BR & 48 - 2BR
 TOWNHOMES (3 STORY)
 93 - 2BR
 LEASING & CLUBROOM: 6,500 NSF
 792 TOTAL PARKING SPACES
 (193 GARAGE & 599 SURFACE SPACES)



Avalon Waltham
 Waltham, MA

Scheme B
Site Plan

Date 2015-07-14
 DEVELOPER: AvalonBay Communities, Inc
 ARCHITECT: The Architectural Team

tat | the architectural team