



# **Amacher & Associates** ARCHITECTS

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*Architecture   Space Planning   Sustainable Development   Residential and Commercial   Communities*

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Select Board Office  
Town of Petersham  
3 South Main Street  
P.O. Box 486  
Petersham, MA 01366

June 27, 2018

Dear Petersham Select Board,

We, the Petersham Community Cooperative Project Working Group, are enthusiastically presenting you with our proposal to re-purpose the Nichewaug Inn and Academy Property. Because we are convinced that all members of the Petersham community can benefit from the opportunity for people to age in place around the Town Center, we have investigated many residential community models that might make this possible. Taking the history and character of the town into consideration at every step, we are certain that the Proposal we are making returns many benefits to the town, enhances the fabric of the community and enlivens the town center with senior residents and others who will fully participate in and contribute to the life of Petersham. In addition to major refurbishment of the Historic Inn and aesthetic improvements to the Academy Bid, we propose to create an outdoor landscaped environment which will be welcoming, attractive and consonant with the current uses of the Town Common.

Our plan is comprised of main elements which include Independent Living Residences in the former Inn buildings with some reserved for seniors/ some affordably priced, Assisted Living in the Academy building, public and service spaces for residents of the Petersham Community Cooperative Project and available to town residents, a Farm to Table evening restaurant and assisted living dining, a permaculture demonstration farm/garden, a small Guest Inn, a community co-working space, palliative care rooms and a green burial ground. In addition, we have provided for some use of a commercial kitchen and walk in cooler for community produce, indoor and outdoor recreational activities, and indoor rental storage space. The current buildings will be attractively rehabilitated to feature sustainable green design elements. We have determined a workable system for handling septic and water needs which will be further researched along with structural engineering which is yet to be done. Many more features of the designed spaces are described in the Proposal and all are complementary with quality of living and compatibility with the character of Petersham as paramount priorities.

In preparation of our proposal, we found the Carman Report to be useful and we commend the town for commissioning this as well as for abating hazardous materials on the site.

We anticipate beginning the development of the project in the following initial phases, some of which may overlap:



**Phase 1:** Assemble initial investor group/initial resident group. Solicit input from expert professionals and interested community members. Determine ideal legal entity/entities to develop the project.

**Phase 2:** Engage Structural Engineering along with septic and water professionals.

**Phase 3:** Update Financial analysis informed by studies.

**Phase 4:** Develop Final Proposal to present to the Select Board in sufficient advance of the Annual Town Meeting. Finalize Purchase and Sale Agreement.

Bringing this project to fruition depends upon the receptiveness of the town to the Proposal, access to the site for professionals to complete necessary studies and time to build community support which underpins the success of the plan.

To that end, we submit this proposal in known compliance with Chapter 30B of the General Laws of the Commonwealth and to all other applicable sections of the General Laws as most recently amended. The General Laws will serve as the framework for which all items of this proposal will function under.

Names of Title of Personnel who will be assigned to represent the proposer:

**Pre-Development Team**

Frank Britton, Sarah S. Bush, and Stephanie N. Selden  
Franziska Amacher, FAIA  
Steven Nutter, AICP


Founding Developer  
Architect  
Planner

**Proposal from:**

Amacher & Associates  
d/b/a Petersham Community Cooperative Project Working Group  
EIN: 04-3339174

This Working Group proposal to the Town of Petersham to purchase or acquire the property shall remain valid for 160 days past the submission deadline, unless extended by mutual agreement.

The Working Group has submitted this proposal in good faith and not used any information not available to the public. The Working Group has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See attached Non-Collusion Certificates from the individuals.

Respectfully, 

Franziska Amacher, FAIA LEED NCARB WBE  
Amacher & Associates



# Petersham Community Cooperative Project

## RFP response for the “All-Options RFP”

*PURCHASE OR ACQUISITION OF THE NICHEWAUG INN PROPERTY  
By the Petersham Community Cooperative Project Working Group*

*June 2018*

## **A Community-Based Proposal**

The Pre-Development Team has created this conceptual proposal based on available information in documents, research, and with outreach interviews with interested parties in Petersham. The Nichewaug Inn & Academy property represents an incredible asset for the town of Petersham. Its original building is historic, the land surrounding it is an identified Heritage Landscape, and the existing buildings contain enormous opportunity.

The town has a long history of proposals for this property and each has a degree of merit and backed by knowledgeable professionals in their field. But after at least three official rounds of proposals in recent years, a project has not yet been able to get off the ground. The community of Petersham continues to live with a large vacant building in the middle of town.

We take inspiration from history to guide us toward the future. We looked back and reviewed all the documents presented on the town website, plus additional reports from the state.

We also took note of the 2004 Master Plan which describes “residents also value the Town’s ‘working landscape’ of rural lands and would like to encourage small businesses that are based on the Town’s land and natural resource base.” Our proposal seeks to encourage a local farming economy and in synergy with our demonstration permaculture space, educational programs, and farm to table restaurant.

Farming, specifically, practices of traditional agriculture, shared resources, and land conservation to support future generations, is in fact is one basis for our proposal. Previous proposals were focused on private development and may not have involved the community at large enough. Our goal is to create facilities that bring community together. Sustainable settlements require centers with many community facilities to enhance shared interaction with neighbors and reduce the resources required, including cars and energy consumption, separate facilities, and equipment. Many of these resources can be shared. The most sustainable building starts with the one already built.

## **Benefits to the Petersham Community**

We propose a project that meets expressed needs of Petersham residents and those of some surrounding towns. Specific benefits to the town we have tried to address:

- Community-involved entity to manage aspects of the property;
- Tax revenue;
- Employment for local residents;
- Housing opportunities for a broad range of incomes and age groups;
- Accessible assisted living facilities to “age in place”;
- Palliative care rooms;
- Green burial sites;
- Complementary community amenities such as a farm-to-table evening restaurant, co-working offices, including for non profit offices, event and performance space, recreation, and cultural education.

The 2004 Petersham master plan included a vision for twenty years in the future, 2024. We're now just 6 years away from that future. And we want the Nichewaug campus to help the town achieve the 5 main goals outlined in that plan:

- Petersham will look much as it did in 2004.
- The town center should remain a small but friendly gathering place.
- Petersham's residents help make the Town what it is.
- We know that challenges lie ahead, and will work cooperatively to address them.
- While adapting to change, we will not forget what it is that makes Petersham special.

These goals are incredibly inspiring, and every part of our proposed project has tried to connect back to them, including understanding how the project will impact the town.

We focus on what we've learned about the needs of the town. As this project progresses, we will continue learning from and listening to residents. The proposal was informed by and we continue to have discussions with a range of Petersham and North Quabbin regional environmental, cultural, and community groups and residents interested in this proposal.

### **Tax Revenues and Property Upkeep**

The Nichewaug property has been the responsibility of the town for several years, so one goal is to return tax money to town. The town has made an investment of time, care, and funds to maintain the property, to keep it safe from fire and damage, and most recently to provide materials abatement. This collective work -- often continued while lively debate about its future happened -- has made this or any future project viable. However, it isn't feasible to continue shouldering this burden as currently structured -- either financially or socially.

A rejuvenated Nichewaug property using our proposal offers multiple tax revenue streams including direct payments of prospective real estate taxes, and there may be further revenue to the town from other aspects of the property use. In addition, the town will no longer need to maintain the buildings. If the developer and town are aligned as to the desirability of this Proposal, the developer will consider contributing funds toward routine maintenance costs (landscaping, snow removal, fire alarms, insurance etc.) the town will incur during the period when property transfer is being finalized.

Our proposal has community benefit facilities that are akin to schools or fire departments of towns. These facilities are investments by the town without which there would be no families willing to live in town. Tax income and real estate values depend on these.

### **Senior Housing**

The most immediate need that the Nichewaug complex can help alleviate is to provide senior housing. The housing section of the 2004 master plan outlined three main housing goals:

- Provide adequate housing to meet the needs of Petersham's elderly population;

- Provide sufficient affordable housing so that Petersham can remain a socioeconomically diverse community; and
- Ensure that new housing is environmentally compatible and appropriate to the Town's rural setting.

The redeveloped site will provide accessible residences for sale, and assisted living apartments, and palliative care rooms for rent. All will be priced in a way to find a balance between development cost realities and affordability.

We propose 22 residences priced from the low-200s to the mid-500s. This diverse mix of units will serve a broad range of incomes and provides the town with 22 new sources of real estate tax revenues. A number of these units would be reserved for seniors. Some units might be designated "affordable" if needed to help lower costs and have the project qualify for financing at better rates and/or grant programs.

### **Aging In Place**

We all age. As we get older, and especially if we need to move into an assisted living facility, we often lose our ability to connect to maintain connection to our existing community. There is currently no assisted living facility in Petersham. The ability to "age in place" helps ensure a better quality of life for our older residents. Recent studies have shown that maintaining social connections keeps us healthy. By consulting with the Petersham Council on Aging, and other interested residents, we we will work to provide administrative and programming space for elder care activities.

Our pre-development team with the architect and planner has examined a project concept and performed financial, spatial, and operational research, including: three site visits, research of potential partnering organizations, and program fit test. We have also created general calculation of operational expenses, income, and development costs. From these we have developed a conceptual cooperative project proposal as follows.

## **Description of Use**

### **Vision**

A residential community that is primarily for seniors. It provides residences, assisted living, palliative care, and green burial garden. To be inclusive of a broader demographic, to diversify operating revenue, and to provide opportunities for interaction with a broad range of ages, we integrate additional programmatic elements that take advantage of the existing campus buildings.

At the center of this expanded program is a permaculture-based communal farm and garden, that functions as a community activity space, a place for workshops, and sources for a farm to table evening restaurant and assisted living dining. Included are community food preparation facilities and shared walk-in coolers. There will be on-site recreation such as tennis, bocce court, croquet, and shuffleboard. Shared office spaces for local organizations are also provided.

The former Music Room/Chapel can be rented for special events such as music performances, yoga, weddings, etc. A guest inn for visitors and dorm space for workshop participants complete the uses.

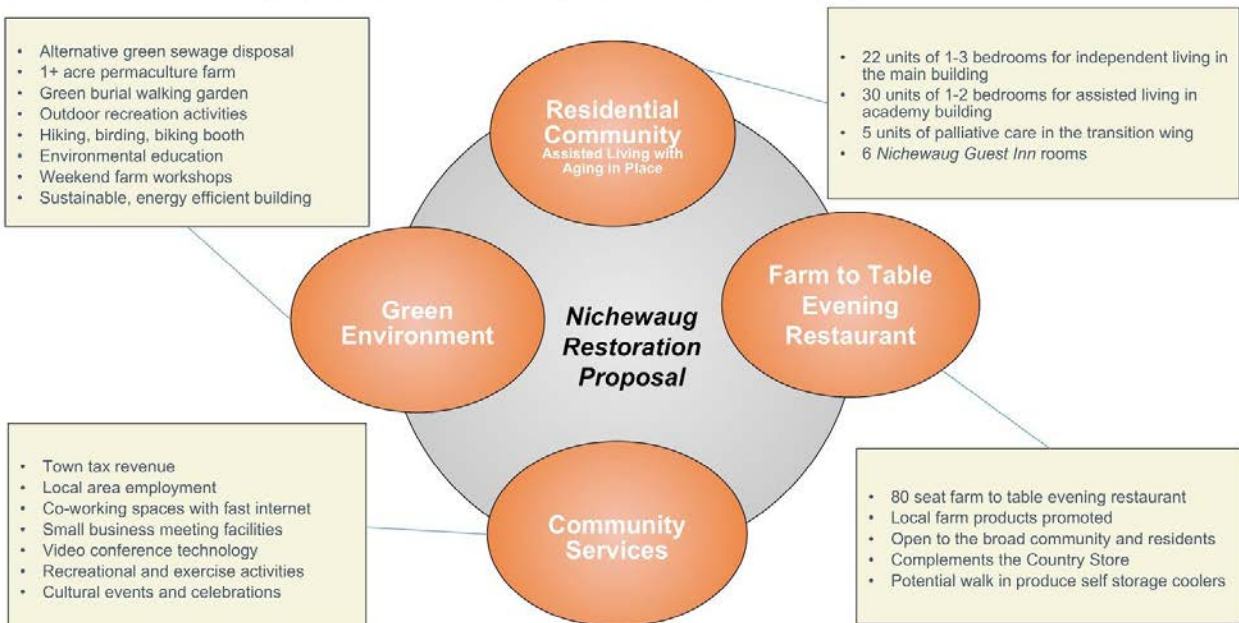
These elements enhancing the aging in place community, enliven the town center, and share resources across a variety of programs while utilizing existing assets and diversifying income.

## Proposal

Provide diverse housing and sustainable community facilities for the town of Petersham with a focus on seniors through the end of life, respecting and enhancing the town's history and economic conditions, and utilizing the historic Nichewaug Inn and the Academy buildings.

### Petersham Community Development Project

*The proposal for the Nichewaug Inn is a multi faceted pragmatic vision ...*



## Overview of Program Elements

Our proposed program is made up of a complementary mixed-use facility that addresses some of the needs and desires expressed residents of Petersham. Through discussions, reviewing master planning documents from the past decade or so, planning documents from the Commonwealth, and a understanding of what is possible on the site and existing buildings we have created the following campus program:

- 1) **Residential Community** of market-rate to affordable flats and townhouses. There are a total of 22 units, ranging from 1 to 3 bedrooms. All of these are in the Original Inn Building with its Additions, including the Kitchen Wing and The Mother Superior Addition.



- 2) **Assisted Living Residences** with a total of 30 units, ranging from studios, 1, and 2 bedroom units. All of these are in the 1952 Academy Building. Amenities, services, activity space, and indoor recreational facilities for these residents are provided in the Transition Wing.
- 3) A **Palliative Care Unit** in the Transition Wing with 5 patient rooms, and appropriate staff space, serving as a place for hospice care.
- 4) **Community Co-Working Space**, modeled off successful examples such as WeWork, Workbar, and CloudPort that utilize a monthly membership model and open-office style space. Included in this are 5 private offices for local organizations and a shared conference rooms available to community groups for meetings. All of these are at nominal costs to the community.
- 5) An evening **Farm-to-Table Restaurant** to encourage local farmers. In addition, we'll have an associated assisted living dining space. Its commercial kitchen with walk-in coolers would also be available to the residents of the assisted living facility and the broader community of Petersham.
- 6) A 1+ acre **Demonstration Permaculture Farm** that would be used in conjunction with weekend workshop programs at a proposed *Petersham Permaculture Academy* throughout the year for about 10 participants per workshop. This would be marketed to the region, and modeled after other successful programs in New England such as the Yestermorrow School.
- 7) A **Green Burial Garden** with up to 30 plots, depending on further investigation.
- 8) **Chapel/Music Room** Used as event space for weddings, yoga and meditation classes, movie showings, music and cultural events, and other civic uses.
- 9) A **Nichewaug Guest Inn** of 6 rooms to provide inn-style space for the community, guest rooms for campus residents, and dorm rooms for the *Permaculture Academy* workshops. Use and cost of these rooms would vary in accordance to their users.
- 10) Self-**storage** units and walk-in **coolers** in the basement of the Academy Building for residents, would also be rentable by the broader community, where food produced in Petersham can be stored.
- 11) Additionally on the site, trees would be preserved wherever possible and additional trees and bushes will be planted for screening aesthetically appropriate surface parking. There would be space for other outdoor recreational activities to enjoy the outdoors and park-like atmosphere.



## **Detail of Buildings and Proposed Programs**

The 1899 and 1952 buildings benefit from being simple wood frame structures whose modification and renovation involves widely-known skills and available materials. Further professional assessment of the buildings is needed.

### **Analysis of Buildings**

We have designed schematic layouts after explorations of optimizing the fit between programs and the buildings. This analysis is preliminary because without a thorough survey of the buildings and the analysis of their structure, it is not possible to be more certain. We need additional time. Without more access and intense review of the building, we cannot reasonably do this. Nevertheless the buildings forms lend themselves better to different programmatic uses.

The Academy building has a relatively simple structure and the repairs have to do with adding partitions for the new uses, making the envelope more appealing and energy efficient. The Transition Building/Auditorium needs to be renovated similarly, but the large amount of water leakage into the basement has to be dealt with.

The difficulty lays with the Inn and its annexes. This building needs to be examined carefully to find out how the structure works and what the causes are of the structural failures.

### **Front Inn and Rear Inn**

This building, the jewel of the proposal, would have its exterior restored, with all new cladding. That would give the opportunity for better insulation and other sustainability features.

The upper floors of the Inn buildings have hallways with rooms on either side. This layout does not lend itself to having apartments on either side of the corridors, because the rooms are too small to layout reasonable apartments. This is why we designed flats at the first floor accessed from the exterior and added porches on the second floor which are not only to access all the apartments, but are also a semi private social space for people to interact without being forced to engage in prolonged interactions if a resident does not want. Because of the structural and water damage, the north east area of the Rear Inn will be demolished and replaced with porches with translucent roofs.

With the porch added to the rear of the Front Inn and side of the Rear Inn at the second floor resulted in more units: 18 Residences of condominiums made up of flats and townhouses, ranging from 1 to 3 bedrooms.

### **Chapel/Music Room**

Given the architectural quality of this room it is a perfect venue for events. It's own entrance will allow these events have little impact on residents.

## **Kitchen Wing**

*Nichewaug Guest Inn*, a collection of 6 guest rooms, two with shared bathrooms, Additionally, upper floors have 4 more affordable townhome-style condominiums.

## **Academy Auditorium/Transition Building**

Centrally located, this building is a good place for communal uses. We propose to put the main entry to the development where the Academy Building entry is. It is also located where the majority of parking areas are. The building will have: A main lobby for the campus/complex/facility; an educational “kiosk” that could be used by cultural and environmental organizations in the area; a farm-to-table evening restaurant, an assisted living private dining room; a shared commercial kitchen; administrative offices; co-working space with open and private offices; and meeting rooms available to the community; and workshop/teaching space for a proposed *Petersham Permaculture Academy*.

On the top floor of this building are 5 palliative care suites and staff facilities. This is away from the main activities of this community, but still close by and within the complex so that people can easily stay in contact. In the basement, we will also explore a spa and swimming facilities to be located in this building.

## **Academy Building**

This building will easily be renovated by adding partitions between the assisted living apartments from studios to 2-bedrooms. They will be serviced with professional and administrative support. In the basement of the building are 40 self-storage units available to the community and additional storage units for residents. The facade of this building would be modified by new cladding and balconies to give the building better scale with a rhythm and better match the Original Inn and provide an improved aesthetic.

## **Overall Operational Sustainability Features of All Buildings**

Throughout the renovation, we plan to use heavily insulated building envelopes, efficient equipment and fixtures, energy recovery ventilation, recycled materials, solar PV panels, solar hot water, composting toilet and grey water systems, permeable and vegetative pavement, rainwater collection, native plantings.

## **Site**

A new main entrance will be located off of Nichewaug Lane in the Transition Building. This is centrally located for the building complex and provides the opportunity to stimulate interaction. Noise and light from the activity will be shielded by the Inn building.

At the center of the site is a 1+ acre of a demonstration **permaculture-based community farm** for use of residents for gardening activities and by the *Petersham Permaculture Academy* to hold 30 weekend workshops a year for 10 participants. This growing space, along with local farms, provides food for the on-site farm-to-table evening restaurant and assisted living dining facilities.

Approximately 30 “**green burial**” sites may exist on the back property. There is not yet a green burial cemetery in the state, but there is growing demand for this type of facility. By establishing Petersham as the first in the state, the project would serve as an example for other communities and relieve space pressure on existing town cemeteries.

By design, green burial sites are created around naturalistic walking paths. An area like this on site provides contemplative space for residents and others in the town.

A **tennis court**, available to both residents and the town, is rebuilt on the property. A new **garage** will hold the antique fire trucks, currently housed on the site. A new fire lane, created on a permeable vegetative system, is built along the back of the buildings to allow for better safety. It and other **walking paths** will allow residents to enjoy this park.

There will be grey water fields, rain gardens and other water features to process, store and reuse the water on site.

One key design feature of the site is to provide necessary and desirable outdoor uses while addressing any light and noise issues that may arise from them. Our final design will prioritize landscape and placement of active areas to be a good neighbor and integrate into the existing landscape.

### **Parking**

We propose 112 parking spaces in aesthetically appropriate locations across the property and divided into small landscaped lots of around 10 spaces each. We have worked to minimize parking and our calculations are based on use data from similar facilities. Parking design will utilize permeable surfaces where possible, planted screenings, and some include covered spaces with solar panels.

### **Water & Septic**

The existing buildings are hampered in their developability due to water and septic limitations. We would work within these limitations and use them to our advantage. We plan on installing a composting toilet system throughout the campus. This system will be designed, installed, and maintained by Clivus Multrum, a Massachusetts company with 45 years expertise and examples of similar systems in other senior living facilities in environmentally sensitive areas of the state. We will explore how economies of scale can assist the town library by integrating with our water and waste systems.

For additional water savings, landscape and growing space watering will utilize rainwater and where appropriate greywater collection systems. Due to state regulations we will need to be able to show that we meet water capacity requirements for the number of residents based on a conventional system. Because of this, we may work with adjacent property owners to meet water needs and to locate additional wells.

## **Project Management and Facility Operations**

We will consider creating the Nichewaug Community Development Corporation. This new entity, with at least 60% of its board members from the Petersham community as required under law, may be best able to manage the financing, construction, and operations of the site. A CDC is a non-profit and a proven vehicle for projects like the Nichewaug property. A CDC is also able to create other entities to manage for-profit aspects of the site, such as real estate sales.

Through a CDC, the Nichewaug property can apply for grants, have access to additional capital markets, and work with federal and state agencies such as MassDevelopment that focus on underutilized buildings, redeveloped for community benefits. In addition to the CDC, we may also form an LLC to market the condominiums and manage aspects of the property.

## **General Site and Building Plan**

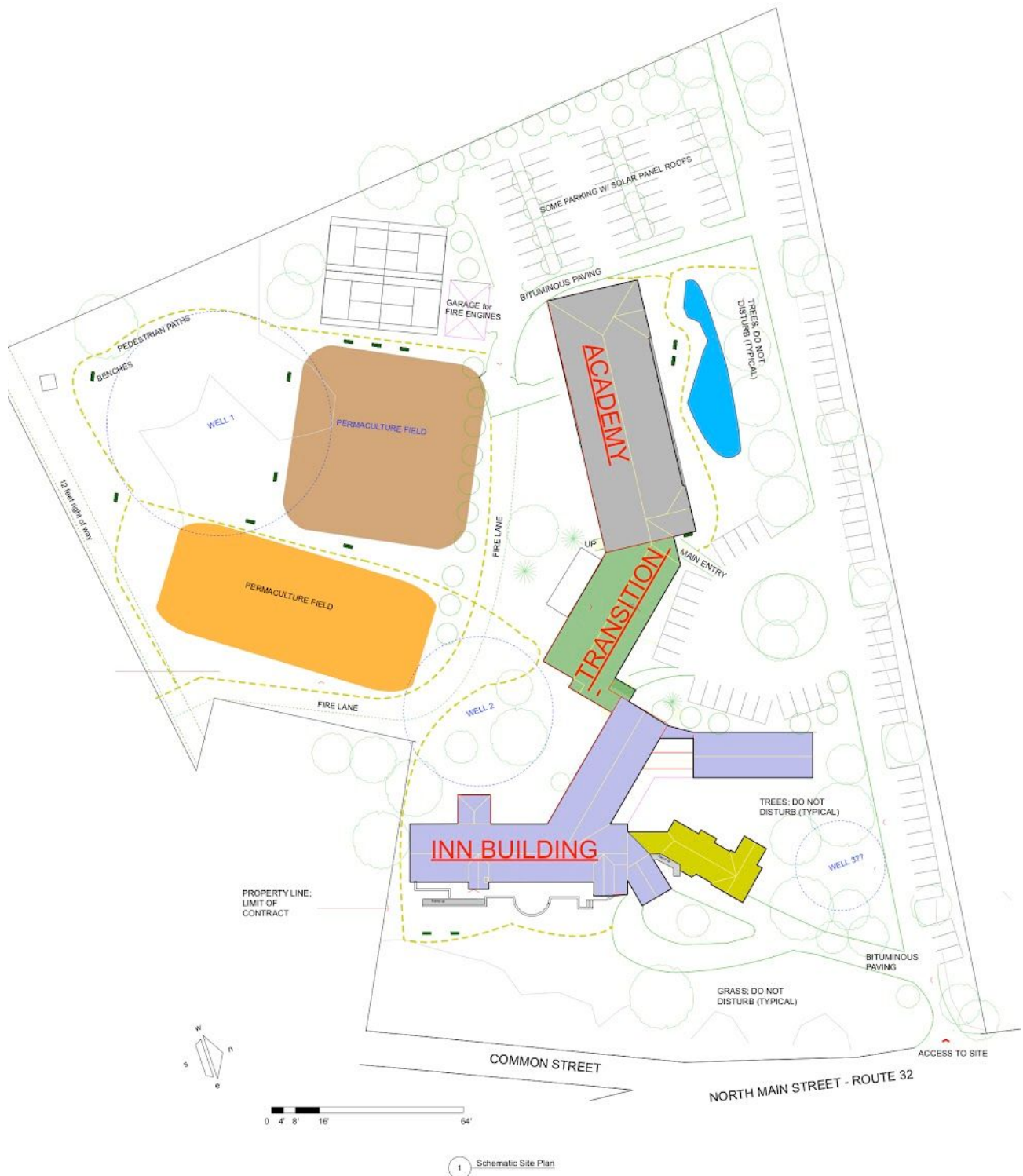
### **Next pages: Proposed Concept Site Plan and Proposed Concept Floor Plans**

Page 11: *Proposed Concept Site Plan*

Page 12: *Proposed Concept Floor Plan Level 1*

Page 13: *Proposed Concept Floor Plan Level 2*

Page 14: *Proposed Concept Floor Plan Level 3*



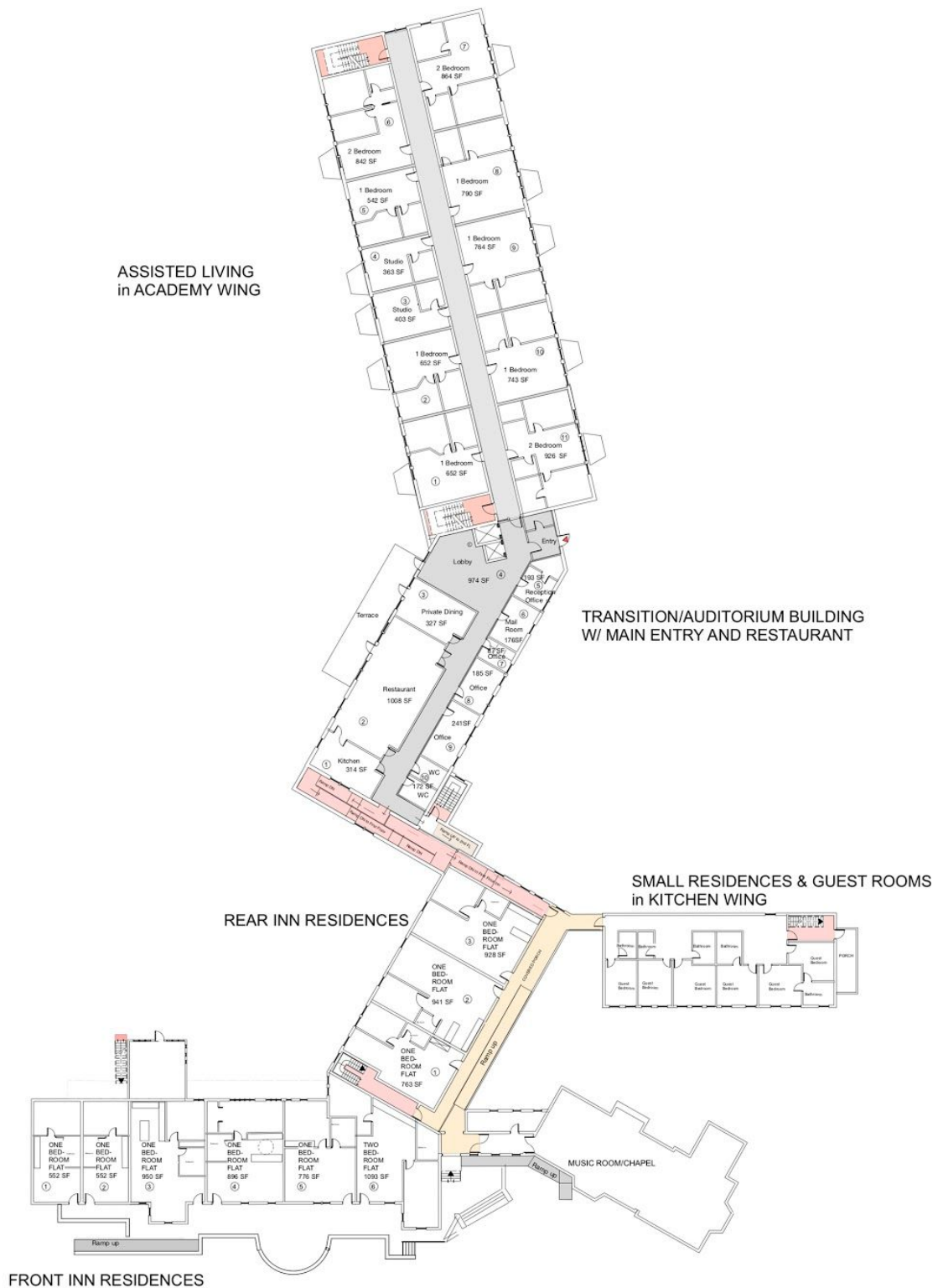
**A-0**  
DRAWING #

DATE OF ISSUE:  
6.26.18  
REVISION:

**Petersham Community  
Cooperative Project**  
*PRELIMINARY*  
Schematic Design  
**SITE**

**Amacher and Associates Architects**  
237 Mt Auburn St., Cambridge, MA 02238  
www.amacher-associates.net  
Phone: 617 354-8707





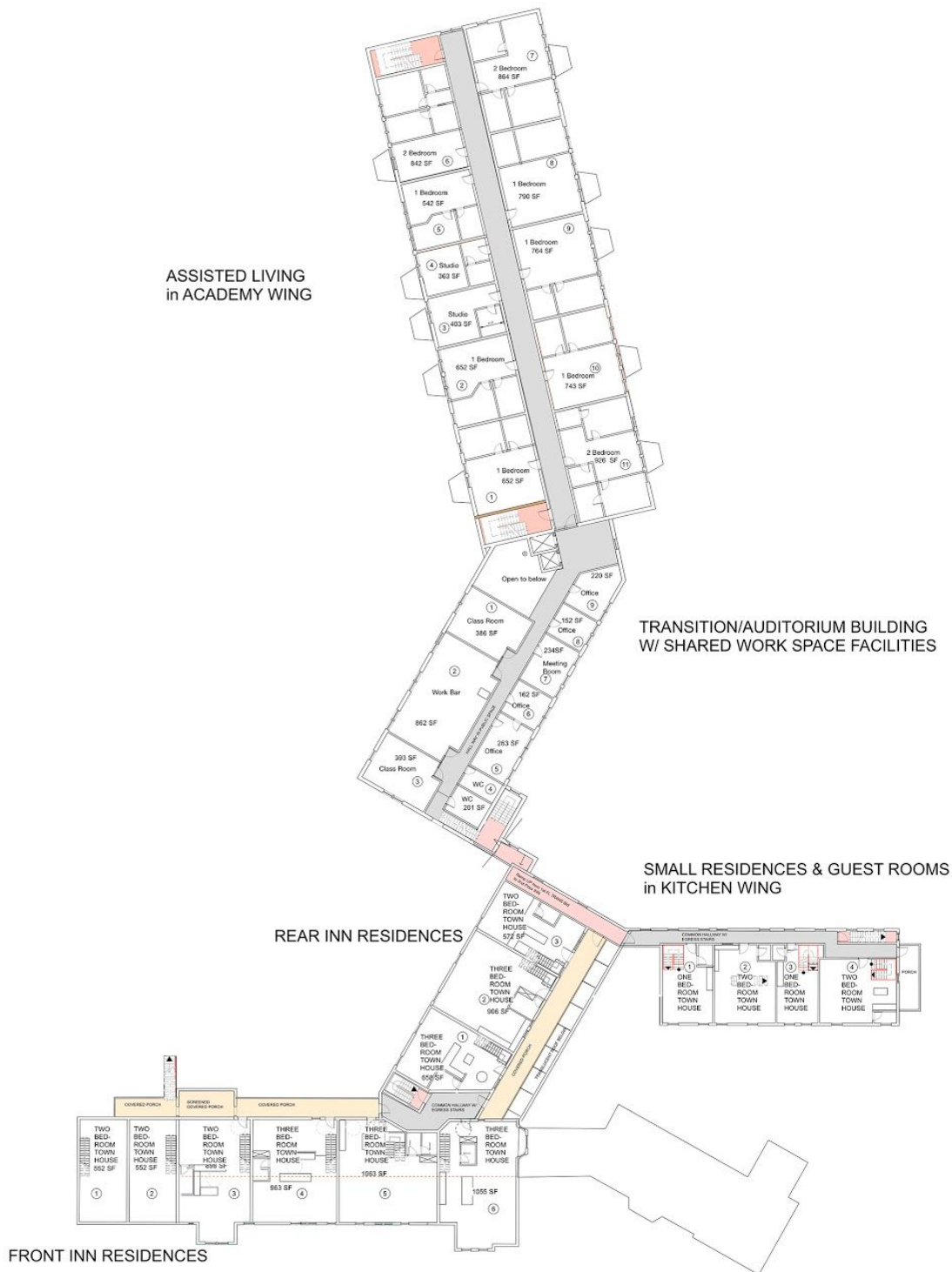
**A-1**  
DRAWING #

DATE OF ISSUE:  
6.26.18  
REVISION:

**Petersham Community  
Cooperative Project**  
PRELIMINARY  
Schematic Design  
First Floor

**Amacher and Associates Architects**  
237 Mt Auburn St., Cambridge, MA 02238  
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Phone: 617 354-8707





**A-2**  
DRAWING #

DATE OF ISSUE:  
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REVISION:

**Petersham Community  
Cooperative Project**  
PRELIMINARY  
Schematic Design  
Second Floor

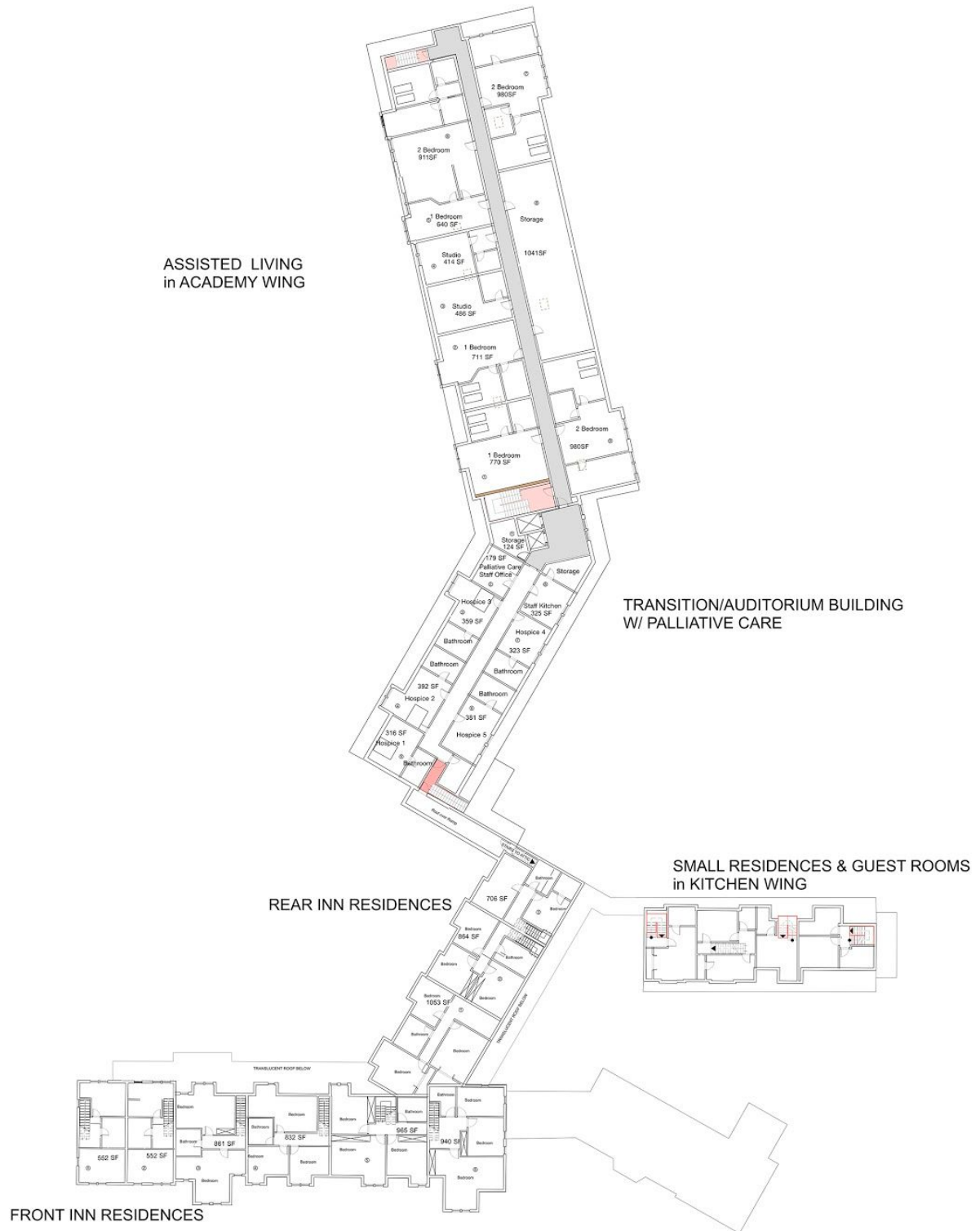
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**A-3**

DRAWING #

DATE OF ISSUE:  
6.26.18.  
REVISION:

**Petersham Community  
Cooperative Project**  
*PRELIMINARY*  
Schematic Design  
Third Floor

**Amacher and Associates Architects**  
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Phone: 617 354-8707



## **Owner/Developer Credentials**

### **Sarah Selden Bush**

Sarah is a Petersham resident with farm and forest land management experience in this town. She has served as Initial Developer of a publicly traded company. For this proposal, she serves in the role of Founding Developer.

### **Stephanie N. Selden**

Stephanie is a Petersham resident with farm and forest management experience in this town. She has served as Board Chair and Chair of Building Committee in developing funding, overseeing design and construction phases of Carroll School High School Building and Spaulding Center for the Performing Arts in Lincoln, MA. She's also served on the School Board Chair raising funds and overseeing design and construction of Lower School Commons at Shady Hill School, Cambridge, MA. For this proposal, she serves in the role of Founding Developer.

### **Frank Britton**

Frank works in business management, program management, and has over 25 years professional experience. For this proposal, he serves in the role of Founding Developer.

### **Franziska Amacher, FAIA**

Franziska has nearly 30 years' experience in all aspects of the building process. Her work focuses on building community and has expressed that by designing co-housing projects that seek to increase the well being of neighbors. She loves working with historic buildings and has been involved in starting schoolyard gardens and community parks. She has served as Co-Chair of "The Committee on the Environment" at the Boston Society of Architects. She is a Fellow of the American Institute of Architects and is a LEED accredited professional.

Franziska received her Masters Degree in Architecture from the Harvard Graduate School of Design. She is a native of Switzerland and fluent in several languages. For this proposal, she has served as Architect, working in partnership with our planner, designing the floorplans, advising on the site design, ensuring our emerging concepts are spatially and aesthetically appropriate.

### **Steven Nutter, AICP**

Steven is an urban planner, permaculturalist, advocate, and has focused on building sustainable communities in a variety of roles. He has a background in working with institutions, municipal, and private clients to understand and refine projects from idea through the pre-development process and into construction documents. Growing up in West Virginia, he has a deep commitment to sustainable rural communities and their ability to care for residents. He holds a Masters Degree in Public Policy from Tufts University. For this proposal, Steven has served as planner, and developed the initial idea and worked with the rest of the development team to shape it into a viable proposal. He has led estimating construction costs, market research, program needs, and site planning of the project.

## **Owner/Developer Resources**

The financial burden of the project we propose will be borne largely by a not for profit organization. If the town indicates it's receptiveness to our Proposal, we will build financial capacity from the prospective resident group, investors, and granting agencies and organizations, as described in the Financial Package section below.

### **Financial Package**

#### **Proposal Financials**

##### ***Estimated Project Financial Summary***

Project Costs: A \$19.4-million renovation, keeping existing buildings

Sales: \$8.3-million for 22 condominiums

Operating Income: \$2.28-million annually

Expenses: \$1.63-million annually, including 19 full-time local jobs

Tax Revenues: Estimated at \$80K annually from the sold residences alone.

### **Project Financing**

#### **Development Costs**

We have calculated the development costs based on a blend of factors: renovation costs connected to the age and condition of the each building (Academy and Inn); the condition of the exterior envelope and the historic nature of the Inn; grounds and site development for parking, the permaculture demonstration farm, and other landscaping; professional fees; and a 10% project contingency.

We based our construction costs on Ted Carmen's figures from 2015 and using a 6-8% per year construction cost inflation adjustment and including demolition. While these are probably from a sound source at the time, it was a different program and construction environment. We have also added additional square foot costs to help provide conservative estimates in our development cost concepts. Our new cost-per-square foot construction estimate is about \$218. A more detailed construction cost analysis will be done for greater assurance on current construction costs. Refinement of the costs will require a thorough analysis of the structure of the buildings.

We have investigated alternative sewage disposal systems which have been approved and installed for other environmentally-sensitive Massachusetts senior living communities. They are a direct substitute to a sewage treatment plant that can be quite expensive as well as significantly reducing potable water use for the facility. The required amount for this community is just more than 10,000 gallons. The alternative system is a great solution and will ease the burden on neighboring wells.

In total, we predict the development costs of this proposal estimated to be \$19,400,000, broken down as the following:

### Project Expenses Estimate

\$13,487,461	Renovation + Demolition
\$1,000,000	Additional Façade Funds
\$1,500,000	Site and Water & Septic
\$1,598,746	Professional Fees
\$1,758,621	10% Contingency
\$19,344,828	Project Cost

The numbers above represent an estimate from the information available to us. These numbers will change as more information about the conditions of the site become available. With the services of a structural engineer and cost estimator we will develop a more refined and realistic cost package. We may also be able to initiate a “crowdsourced” fundraising program with shares available to community members and others at low cost.

For financing, we will explore traditional loans, government programs, and other sources. In addition, we can look for historic renovation grants, conservation grants, farm school grants, and rural community grants. Financing cannot be sought without more information about not just our costs but with a decision on the type of entity that will manage the procurement, construction, and operations of the proposed project.

Our estimated operating profit would most likely make its financial viability attractive to traditional lenders as well as specialized grant and loan programs. We expect financing to be complex and multi-faceted; funding may range from thousands to the millions. Rather than being a private development project with little community oversight, this diversity of debt and financing sources -- just as in our proposed diversity of income sources -promotes inclusivity, community engagement, and financial sustainability.

While we have not yet reviewed in detail all the programs, selected opportunities include:

- Local Initiatives Support Corporation (LISC)
- SBA 504 & HUD Loans for Assisted Living Facilities
- FHA/HUD Section 232 Loans
- Fannie Mae Senior Housing Financing and Freddie Mac Senior Housing Loans
- HUD Construction Loans
- SBA loans for rural and farm programs and USDA Rural development loans
- Federal and state historic tax credits for investors and historic preservation grants
- Foundations, community fundraising and investment shares, and fundraising events.

Initial seed funding from development partners will be needed to kick-off the project. Part of that funding will come from residence pre-sales, and part of it will come from early investors. Below is an estimate of rental and sales scenarios of the combined programs.

Existing Building Name	Program Type	Unit Type	Number of Type	Monthly Rent	Monthly Rent x units	Occupancy/Utilization	Projected Monthly Income	Notes/Explanations	
Original Inn	Residences	One Bed Flat	7	\$1,500	\$10,500	80%	\$8,400		
	Residences	Two Bed Townhouse	2	\$1,800	\$3,600	80%	\$2,880		
	Residences	Three Bed Townhouse	5	\$2,000	\$10,000	80%	\$8,000		
Inn Addition	Residences	One Bed Flat	2	\$1,500	\$3,000	80%	\$2,400		
	Residences	Two Bed Townhouse	2	\$1,800	\$3,600	80%	\$2,880		
Chapel/Music Room	Event Rental/Yoga/Art Wedding Rental	ex: Avg \$80/Day, variable by activity ex: \$2K to rent for the day/2 per mo.			\$2,433	\$2,433	\$1,703	ex: \$10/hr for 8 hours a day	
Kitchen Wing	Residences	One Bed Townhouse	1	\$1,500	\$1,500	80%	\$1,200	\$1,866 ex: offered for 8 months, max of 16 per year	
	Residences	Two Bed Townhouses	2	\$1,800	\$3,600	80%	\$2,880		
	Residences	Three Bed Townhouses	1	\$2,000	\$2,000	80%	\$1,600		
Academy Auditorium / Transition	Nichemawug Guest Inn	Guest Rooms w/bath	4	\$3,042	\$12,167	80%	\$9,733	ex: \$100/night	
	Nichemawug Guest Inn	Guest Dorm Rooms w/shared bath	2	\$2,738	\$5,475	80%	\$4,380	ex: \$45/night per bed or \$90/night	
	Farm to Table Restaurant	Leased	1	\$2,900	\$2,900	80%	\$2,320		
Academy Building	Admin Offices	Staff Offices	n/a						
	Co-Working Space	Open Office Space/Memberships	30	\$185	\$5,550	80%	\$4,440		
	Co-Working Space	Private Offices	5	\$270	\$1,350	80%	\$1,080		
	Co-Working Space	Community Meeting Room	1	\$610	\$610	80%	\$488	ex: \$10/hr, est. 2 hrs per day	
	Permaculture Academy	Learning Space/30 sessions yr/10 students	1	\$6,875	\$6,875	80%	\$5,500	ex: \$275/class	
Academy Building	Palliative Care	Patient Room + Bath	5	\$4,593	\$22,965	80%	\$18,372		
	Assisted Living	Studio	6	\$3,700	\$22,200	80%	\$17,760		
	One Bed	One Bed	15	\$4,200	\$63,000	80%	\$50,400		
Grounds	Two Bed	Meal Plans	36	\$4,700	\$42,300	80%	\$33,840		
	Self Storage	8x10 unit	40	\$125	\$5,000	80%	\$4,000		
	Green Burial	Plot	2	\$300	\$600	100%	\$600		
RENTALS SCENARIO	Parking	Resident Parking	70	\$30	\$2,093	80%	\$1,674		
	Recreation	Tennis Members	20	\$70	\$1,400	40%	\$560	ex: courts used 5 months out of the year	
	Annual Income						\$26,645,912	\$220,493 monthly	
	Annual Expenses + Reserves						\$1,632,650	\$136,054 monthly	
	Available for Annual Debt Service						\$1,013,262	\$84,438 monthly	
	Potential Funds @ 5% yr/30 yr						\$15,729,334		
	est project cost						\$19,345,000		
	Shortfall/Profit						-\$3,616,000		
	SALES SCENARIO								
	Monthly rent listed above for "Residential Community" unit included in the calculations below. Some numbers rounded up for clarity.								
Annual Income							\$2,283,032	\$190,253 monthly	
Annual Expenses + Reserves							\$1,632,650	\$136,054 monthly	
Max. Available for Annual Debt Service							\$650,382	\$59,167 monthly + condo fees	
Potential Funds @ 5% yr/30 yr							\$11,022,000		
Est Project Cost (cost minus sales)							\$11,022,000	\$8,320,000 in condo sales	
Shortfall or profit doesn't yet assume any other sources of funds--grants, capital campaigns, crowdsourcing, investment shares, events, or other potential income sources from an operational or investor standpoint							\$0		

operational or investor standpoint

## Purchase Price

We haven't yet determined a purchase price and will negotiate with the town a purchase agreement as necessary by Phase 4. We will utilize the Exhibit A Purchase and Sale Agreement included in the RFP as a starting point for negotiation of purchase price. The Phases can only work if, once the town is receptive to the thrust of this Proposal, the town can provide flexibility necessary for the developer to move through to a Final Proposal. An example of this would be access to the site for professionals.

## Estimated Tax or PILOT Payments

We estimate at least \$80,000 in direct real estate payments to come the residence units. Additionally, we will negotiate with the town for an appropriate amount of PILOT payments.

## Community Amenities

In addition to relieving the town of the burden of upkeep and loss of tax revenue, a completed Petersham Community Cooperative Project provides amenities available to town residents such as:

**Community Co-Working** A space to work, meet and interact is modeled off successful examples with a monthly membership fee to use open-office style space. A few regular offices for local non-profits and shared conference rooms are available to community groups for meetings. All of these are at nominal costs to the community.

An evening **Farm-to-Table Restaurant** to encourage local farmers. In addition, we'll have an associated **assisted living dining space** and commercial kitchen with walk-in coolers that would also be available to the residents of the assisted living facility and the broader community of Petersham.

A **Green Burial Garden** with up to 30 plots, depending on further investigation.

A **Nichewaug Guest Inn** of 6 rooms to provide inn-style space that can enhance interactions between the development community with the outside world with guest rooms for campus residents, and dorm rooms for the *Permaculture Academy* workshops.

**Event space** in the Chapel/Music Room building also allows this part of the building to be used by the Petersham community.

Self-**storage** units and walk-in **coolers** in the basement of the Academy Building.

Space on site the for **outdoor recreational activities** to enjoy the outdoors and park-like atmosphere. with walking paths, meditation spots, and more active tennis, bocce court, croquet, and shuffleboard.

## Impact to the Town

We believe that the Petersham Community Cooperative Project will positively impact the town and have worked with care to help ensure this outcome.

This is a new use for the site and it will involve up to an additional 102 residents, provide parking for 112 cars, and several visitors a month. By having the project be a community-driven process instead of a private development, we will work to find an appropriate balance for a vibrant and sustainable facility in keeping with the character of the town.

Specifically, in our site planning we have addressed noise and lighting as described above. In terms of fire protection, snow removal, and other town services, the project will contribute its fair share as a good neighbor and tax-generating entity.

## Project Timeline

We suggest the project can happen in five phases, the first four to happen prior by the next Annual Town Meeting. An overview of these phases are as follows:

**Phase 1:** Meetings with relevant expert professionals and with interested community members for feedback.

**Phase 2:** Structural engineering, water and septic engineering . This phase requires access to the site by designated professionals.

**Phase 3:** Further Financial Analysis. Formation of legal entity/entities to develop the project. Assemble initial investor group/initial resident group.

**Phase 4:** Development of Final Project Proposal to town. Finalize Purchase and Sale Agreement.

**Phase 5:** Development of project as described in this RFP response. Work would proceed on a schedule appropriate to scope and scale of the project, but working as quickly as possible to see a realized vision for the town. We have identified a construction document and construction administration architectural firm that will be involved in the prior phases.

## Next Steps

A final project proforma can't be created without two additional items:

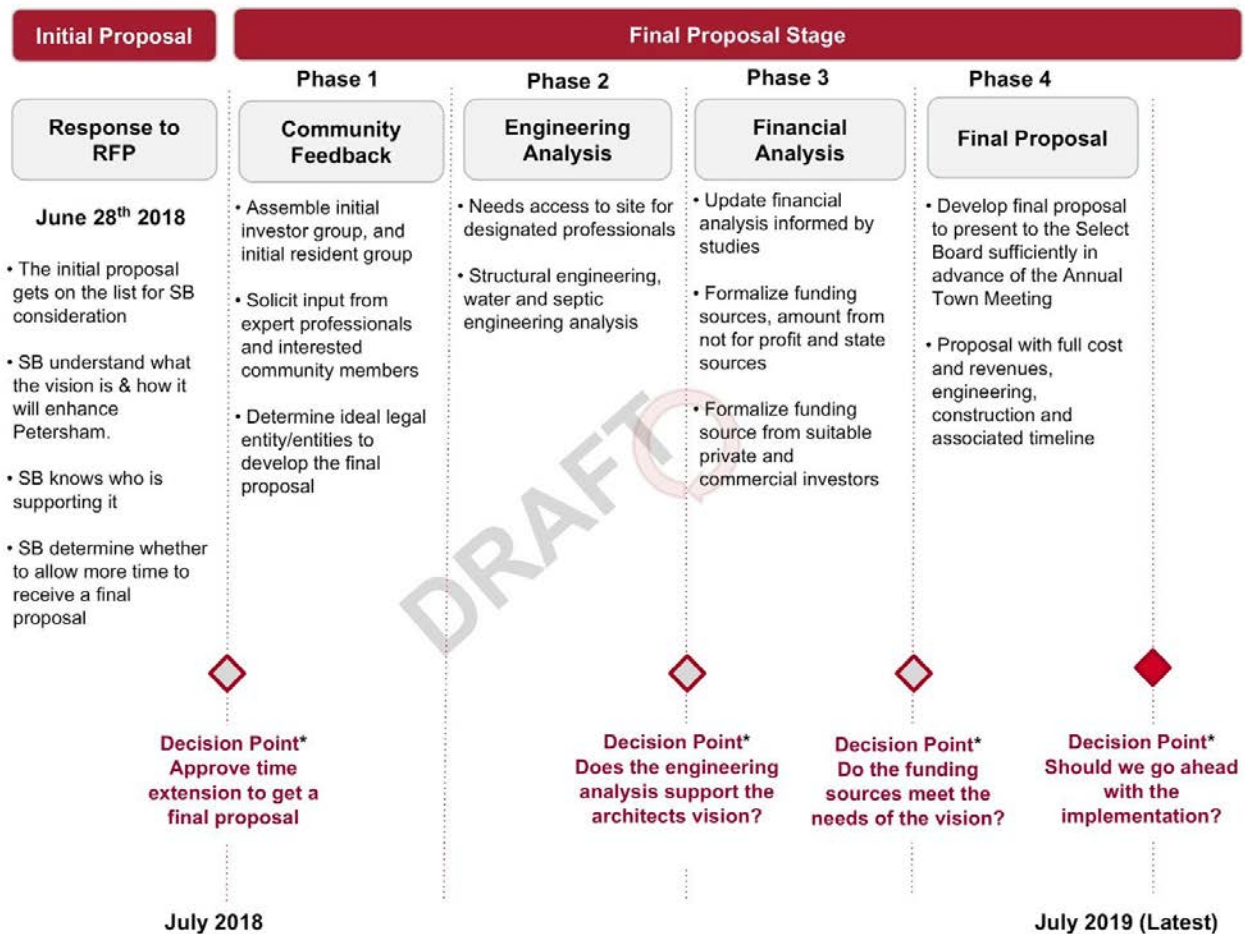
1. A survey of the building dimensions, a structural analysis and a construction cost estimate from qualified professionals in those fields and;
2. A better understanding of what kind of entity would be most appropriate to successfully manage the project and operate the facility/complex/campus so as to best determine what source of funds we can qualify for.



For a managing entity, we feel that a CDC/LLC combination may be the best way to go, but to be successful, it will need further discussion and participation from residents.

We plan to present a finalized pro forma with full detail to the Select Board in time for review before the annual Town Meeting in 2019, and form a legal-entity to receive the property, manage the project, and operate the facility. We expect to work with existing efforts in Petersham in a collaborative process that builds upon organizational structures and interests of residents already in place.

Below is a graphical outline of the Draft Project Timeline:



### Construction Documents and Construction Administration

For construction documents and construction administration, we propose to partner with Miller Dyer Spears of Boston. They work mainly in Massachusetts for public, institutional, and healthcare projects. Once an entity is formed to manage the project and funds are secured, they

will assume the role of Architect of Record from Amacher & Associates. However, Amacher & Associates will continue to be involved through the duration of the project.

MDS/Miller Dyer Spears Inc. is an architecture, planning and interior design firm specializing in complex renovations and adaptive reuse projects. The firm offers an experienced and proactive approach to strategizing with clients and project teams to prioritize scope, meet regulatory requirements, and maximize design opportunities. Across a wide range of project types, MDS's work is recognized for its quality, technical precision and long-term value.

MDS is experienced in designing and implementing comprehensive renovations of early-and-mid-20th century buildings similar to the Nichewaug Inn and Academy Buildings. Comparable project experience includes renovations to the 1900 Fariborz Maseeh Residence Hall at Massachusetts Institute of Technology, 1926 Myles Standish Hall at Boston University, 1910 Lower School Residences at Perkins School for the Blind, 1901 Blanchard Campus Center at Mount Holyoke College, 1923 Lamont Health and Wellness Center at Phillips Exeter Academy, 1957 Shadowbrook Building at Kripalu Center for Yoga and Health, the Exeter R.I. Job Corps Center which involved renovation of two 1960s school buildings, and a series of renovations and additions to convert a 1903 library building and a 1960s nursing home into the Codman Square Health Center.

## **Conclusion**

We appreciate the very special character of the Town of Petersham with its historic buildings and beautiful woodlands, wildlands and farms. Instead of a potential ruin or a private development that does little for the community, the renovation and repurposing of these buildings in our proposal will enhance the Town's character. While there will be new people from Petersham and elsewhere residing on and benefitting from, the impact on the land is minimized, because the buildings are kept and reused. From Common Street and from the Common, there will be little change, other than improvements with building renovations. And there are many community amenities in this building complex that will add to the liveability of this town center.

**Exhibit A**  
**TO BE DETERMINED IN PHASE 4, see Proposal**  
**PURCHASE AND SALE AGREEMENT**

1. Information and Definitions

(a) DATE OF AGREEMENT: \_\_\_\_\_, 2018 (“Commencement Date”)

(b) PREMISES: A parcel of land with the improvements thereon located \_\_\_\_\_ in Petersham, Massachusetts, and described in a deed recorded with the Worcester District Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_.

(c) SELLER: **Town of Petersham**

Address: Town Hall, 3 South Main Street, Petersham, MA 01366

Seller’s Attorney:

Address: KP Law, P.C., 101 Arch Street, Boston, MA 02110

Phone: (617) 556-0007 Fax: (617) 654-1735

(d) BUYER:

Address:

Buyer’s Attorney:

Address:

Phone: Fax:

(f) CLOSING DATE: \_\_\_\_\_, Time is of the essence.

(g) PLACE: Worcester County Registry of Deeds (the “Registry”) at 11 a.m., or a closing by mail, at Seller’s election.

(h) TITLE: Quitclaim Deed

2. COVENANT. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. Included in the sale as a part of the Premises are the buildings and fixtures belonging to Seller and used in connection therewith.

4. TITLE DEED. Said Premises are to be conveyed by a 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, except as provided in Section 12;
- (d) Any liens for municipal betterments assessed after the date of this Agreement; and
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said Premises for residential purposes.

5. PURCHASE PRICE. The agreed purchase price for said Premises is the conveyance to Seller of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), of which:

\$	was paid by Buyer as proposal security;
\$	shall be paid today which shall constitute the deposit under this Agreement; and
\$	are to be paid at the time of delivery of the deed by certified, or bank check or by wire transfer, at Seller's discretion.
_____	
\$	TOTAL

6. PLANS. If said deed refers to a plan necessary to be recorded therewith Buyer shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.

7. POSSESSION AND DELIVERY OF PREMISES. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof and damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. 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 in accordance with clause 8 above, 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 any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless Seller elects, in its sole discretion, to 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. In no event, however, shall reasonable efforts require Seller to expend more than \$1,000.00,

including attorneys' fees. Seller's obligations hereunder are subject to the availability and appropriation of funds to fulfill Seller's obligations.

9. FAILURE TO PERFECT TITLE OR 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, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

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 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. 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 net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.

13. DEPOSIT. All deposits made hereunder shall be held in escrow by the Town Treasurer, as escrow agent, in a non-interest bearing account, 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. Interest shall follow the deposit.

14. BUYER'S DEFAULT; DAMAGES. If Buyer shall fail to fulfill Buyer's Agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default under this Agreement because it is impossible to exactly calculate the damages which would accrue to Seller in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section.

15. LIABILITY OF SHAREHOLDER, TRUSTEE, 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. 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 paragraph shall survive the delivery of the deed.

17. TITLE INSPECTION PERIOD. Buyer agrees to have the record title to the Premises examined and to cause a title insurance company licensed to do business in Massachusetts issue a commitment for an owner's title insurance policy in an ALTA form at normal premium rates with respect to the Premises and to furnish a copy of the same to Seller by 5:00 p.m. on \_\_\_\_\_, which date is \_\_\_\_\_ (\_\_\_\_) days from the Commencement Date (the "Inspection Period"). The foregoing obligation of the Buyer to secure a commitment for title insurance shall not be construed as requiring Seller to satisfy any of the title conditions or requirements for the issuance of the policy or to correct any of the exceptions shown in such commitment, but is merely being furnished to Seller to apprise Seller of defects in title to the Property as of the effective time and date of the commitment and the requirements for the issuance of the policy. If the facts disclosed in the policy are inconsistent with the provisions of Section 4 of this Agreement (quality of title), Seller shall cure said defect as provided in Section 8 of this Agreement. If Buyer fails to raise objection as to title matters disclosed in the commitment as of the effective date of the commitment on or before the close of the Inspection Period, in writing to the Seller, then Buyer shall be deemed to have waived all objections to such matters as of the effective date of the commitment. Buyer shall be entitled to have a title update through the time for performance of this Agreement to confirm that the status of the title has not changed since the date of the title commitment.

18. CONTINGENCIES. Buyer's and Seller's obligations to close are subject to the satisfaction at or before the closing of all of the following conditions:

- (a) Petersham Town Meeting shall have authorized the disposition of the Premises on the terms set forth herein;
- (b) 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 all required statements;
- (c) Compliance with the provisions of G.L.c.30B, §16; and
- (d) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of property by Seller.

19. AFFIDAVITS. At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer's lender, including but not limited to (a) Affidavits with respect to due authority, parties in possession and mechanic's liens to induce Buyer's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; and (b) Such additional and further customary instruments and documents as may be reasonably required by Buyer's title insurance company to complete the transactions described in this Agreement.

20. AS-IS. 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 represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS", subject to Buyer's right to terminate this Agreement under Section 21. 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 Materials") on, in, under or emitting from the Premises or for any other condition or defect on the Premises.

21. PROPERTY INSPECTION. During the Inspection Period, Buyer and Buyer's agents shall have the right, to enter the Premises, upon no less than forty-eight (48) hours written notice to Seller, at Buyer's own risk, for the purposes of inspecting the Premises, provided that Buyer shall not conduct any subsurface tests without Seller's prior written consent, not to be unreasonably withheld, and shall promptly restore the Premises to their condition prior to any such disturbance. Buyer shall defend, indemnify 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. Buyer shall obtain comprehensive liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Buyer under the terms and conditions of this Agreement to indemnify, defend and hold harmless Seller: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. The insurance coverage required hereunder shall be issued by insurance companies licensed in Massachusetts and having a Best's rating of A- or better. Prior to entering the Premises, Buyer shall provide Seller with a copy of such insurance policy in each case indicating Seller is an additional insured on the policy and showing compliance with the foregoing provisions. In the event Buyer finds Hazardous Materials on the Premises in quantities that must be reported to the Department of Environmental Protection under the provisions of G.L. c. 21E or the regulations thereunder, and informs Seller prior to the expiration of



the Inspection Period, this Agreement shall be null and void and without recourse to the parties, unless Seller, at Seller's sole option, gives written notice to Buyer within thirty (30) days of receiving Buyer's notice of its intention to remediate such contamination and thereafter remediates such Hazardous Materials in compliance with applicable law, with Seller paying all of the costs of remediation. Nothing herein shall require Seller to remediate any contamination on or make any improvements to the Premises.

22. CONDITION OF PREMISES. Seller agrees to deliver the Premises at the time of delivery of Seller's deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all Seller's personal property therefrom which is not being sold to Buyer, or left for its benefit, as consented to by it. Seller shall at closing deliver to Buyer all keys to the Premises that are in Seller's possession.

23. CASUALTY; CONDEMNATION. Notwithstanding anything herein to the contrary, in the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty (and such fire, vandalism or other casualty is not the result of the negligence of Buyer, or its agents, employees, contractors and invitees), or in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.

24. ASSIGNMENT. Except as provided in this Agreement, 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, except that Buyer may assign this Agreement to a nominee created by Buyer for the purpose of acquiring title to the Premises and the Buyer is an officer or manager thereof.

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 Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable. It is understood and agreed by the parties that, without limitation, the Premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) No building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises;
- (b) Title to the Premises is insurable, for the benefit of Buyer, by a title insurance company acceptable to Buyer, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;

- (c) All structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and
- (d) The Premises shall abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located, or have the benefit of a valid easement leading to public ways.

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 sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed to the party and the party's attorney at the addresses set forth in Section 1. 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.

29. SELLER DEFAULT. In the event that Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and in equity for any breach of this Agreement by Seller.

30. COOPERATION. Seller agrees to use reasonable efforts to assist Buyer 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 Premises, all at Buyer's cost, but Buyer acknowledges that Seller has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees waived.

31. POST-CLOSING COMPLIANCE AND ADJUSTMENTS. 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 hereof is given within six (6) months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the Deed.

32. EXTENSIONS. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

33. CONSTRUCTION. This instrument 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 canceled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

34. GOVERNING LAW: This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.

[ signature page follows ]

In Witness Whereof, the parties sign this Agreement under seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SELLER:

BUYER:

TOWN OF PETERSHAM,  
By its Selectboard

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

\_\_\_\_\_

Exhibit B

TOWN OF PETERSHAM

CERTIFICATE OF NON COLLUSION

The undersigned certifies under penalties of perjury that this bid or 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

Stephanie N. Selden

NAME (print)

Stephanie N. Selden

TITLE

Developer, Initial team

FIRM

n/a

ADDRESS

52 Phillips Dr

Petersham, Ma. 01366

TELEPHONE

617 429 5331

DATE

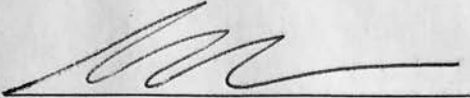
6/25/18

Exhibit B

TOWN OF PETERSHAM

CERTIFICATE OF NON COLLUSION

The undersigned certifies under penalties of perjury that this bid or 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 

NAME (print) Sarah Selden Bush

TITLE Initial developer

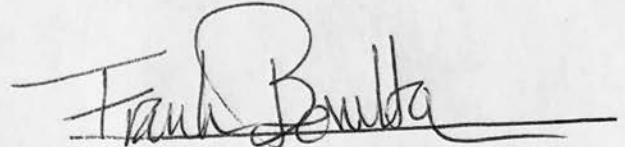
FIRM N/A

ADDRESS 701 Pleasant St

Belmont MA 02478

TELEPHONE 617-512-6339

DATE June 26/18



FRANK BRITTON

INITIAL DEVELOPER

S.E.I

1038 CENTRE AVE

NEWTON MA 02458

617-412-1254

JUNE 26, 2018

**Exhibit B**

**TOWN OF PETERSHAM**

**CERTIFICATE OF NON COLLUSION**

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SIGNATURE Franziska Amacher

NAME (print) Franziska Amacher

TITLE Architect

FIRM Amacher & Associates

ADDRESS 237 Mt. Auburn Street

Cambridge, MA 02138

TELEPHONE 617-354-8707

DATE June 26, 2018



**Exhibit B**

**TOWN OF PETERSHAM**

**CERTIFICATE OF NON COLLUSION**

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SIGNATURE  \_\_\_\_\_

NAME (print) Steven Nutter

TITLE Planner

FIRM \_\_\_\_\_

ADDRESS 24 Maple Ave #1

Somerville, MA 02145

TELEPHONE 857-891-7944

DATE June 26 2018

**Exhibit C**

**TOWN OF PETERSHAM**

**STATE TAXES CERTIFICATION CLAUSE**

I certify under the penalties of perjury that the proposer named in this proposal has, to my best knowledge and belief, complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

By:



\_\_\_\_\_  
\* Signature of individual or  
Corporate Name (Mandatory)

\_\_\_\_\_  
Corporate Officer  
(Mandatory if applicable)

04-33391774

\_\_\_\_\_  
\*\* Social Security # (Voluntary)  
or Federal Identification #

\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

**Exhibit D**

**CORPORATE RESOLUTION**

Corporate Name

Amacher and  
~~Associates~~

Address

237 Mt. Auburn St, Cambridge, MA 02138

I, ~~Franziska Amacher~~, certify that I am (secretary) (clerk) of the above named corporation organized under the laws of Massachusetts, Federal Employer I.D. Number (~~#04-3339174~~) engaged in business under the trade name of ~~Amacher & Associates~~, and that the following is a correct copy of resolutions adopted at a meeting of the Board of Directors of this corporation duly and properly called and held on ( date ). These resolutions appear in the minutes of this meeting and have not been rescinded or modified. NA, Sole Proprietor  
the Developers named in the Proposal

Be it resolved that ~~The Board of Directors hereby appoints (name)~~ to act as manager and principal representative in all matters relative to a proposal to the Town of Petersham for the purchase of the Nichewaug Inn & Academy Property located at 25 Common Street, Petersham, Massachusetts.

the Developers named in the Proposal

This resolution shall continue to have effect until ~~the Directors~~ make, amend, or repeal this resolution in whole or in part.

~~I certify that the Board of Directors of this corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the person named, who has full power and lawful authority to exercise the same.~~

~~In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this corporation on (date)~~

~~Secretary~~

\_\_\_\_\_

~~Attest by:~~

\_\_\_\_\_

NOTE: This form will be filled by the Developers  
and notarized at during Phase 4.

This form will be filled out in Phase 4, See Proposal.

**Exhibit E**

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property: Nichewaug Inn Property

(2) Type of Transaction, Agreement, or Document:  
P & S

(3) Public Agency Participating in Transaction:  
Town of Petersham

(4) Disclosing Party's Name and Type of Entity (if not an individual):  
Petersham Community Cooperative Project Working Group

(5) Role of Disclosing Party (Check appropriate role):

\_\_\_\_ Lessor/Landlord \_\_\_\_ Lessee/Tenant

\_\_\_\_ Seller/Grantor \_\_\_\_ Buyer/Grantee

☒ Other (Please describe): TBD see Proposal

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (**attach additional pages if necessary**):

NAME

RESIDENCE

\_\_\_\_\_

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

(9) This Disclosure Statement is hereby signed under penalties of perjury.

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Disclosing Party

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Authorized Signature of Disclosing Party

Date \_\_\_\_\_

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Print Name & Title of Authorized Signer