

PURCHASE AND ReDEVELOPMENT OPPORTUNITY

36 MAIN STREET

REQUEST FOR PROPOSALS



36 Main Street
Brockton, Massachusetts

Issued: August 3, 2022

Submission Deadline: October 18, 2022

Carol W. Gladstone, Commissioner
Commonwealth of Massachusetts
Division of Capital Asset Management & Maintenance



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SECTION 1 | OVERVIEW

1-1 INVITATION TO BID

City Overview

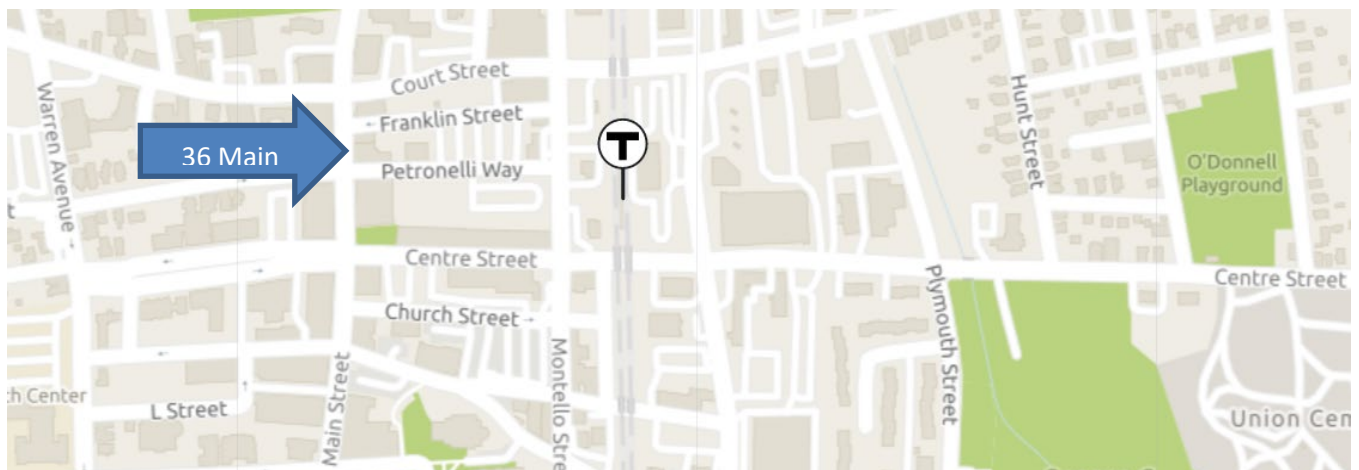
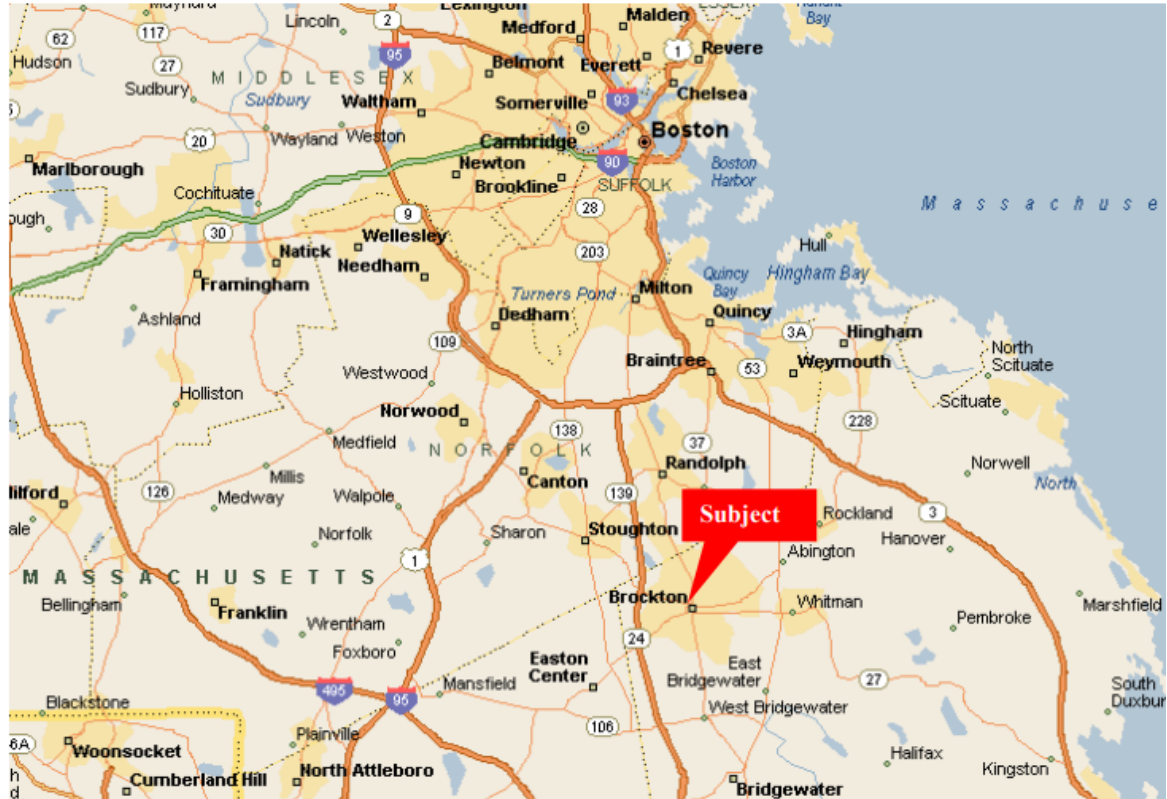
Incorporated as a city in 1881, Brockton is the hub of the Metro South region. Once a shoe manufacturing center, the 21.48 square-mile city is now a service center for both its residents and neighbors. Known as a medical center, Brockton houses three large hospitals within the city. Brockton offers a variety of cultural activities including the Fuller Museum of Art and the Brockton Historical Society Museums. In 2021, Brockton was designated an age friendly city by AARP.

One of twenty-six Gateway Cities in the Commonwealth of Massachusetts, Brockton maintains a strong economy. With a population approaching 107,000, a median income of \$58,469 and a median housing price of \$264,800, this city offers plenty of opportunity for growth. It's large and diverse workforce can easily access Boston, Providence and established commercial clusters that include food production, life sciences, electronics, healthcare, residential development, and minority-owned and small businesses. Brockton is an ideal location for doing business in the metro area with a Department of Planning and Economic Development that is ready to help developers.

Location and Transportation

This downtown location offers easy access to major thoroughfares such as Route 24, Route 495 and Route 27 as well as the Commuter Rail System (Middleboro Line).

Regional Location Map



Redevelopment Opportunities

The City of Brockton has created the **Downtown Brockton Urban Revitalization Plan** which is designed to maximize investment opportunities. Please visit the following link:

<https://brockton.ma.us/wp-content/uploads/2018/10/brockton-urp-voted-by-city-council.pdf>

1-2 REDEVELOPMENT GOALS

DCAMM is issuing this RFP to solicit proposals that:

- Meet or exceed the requirements of this RFP.
- Provide the vision, experience, and financial commitment to redevelop the Property within an expeditious timeframe.
- Propose future uses that complement the neighboring area.
- Demonstrate a viable redevelopment plan with minimal on-street parking demands.
- Respect neighborhood character and minimize the impacts of development upon abutting properties.

1-3 DIVERSITY AND INCLUSION GOALS

DCAMM is strongly committed to ensuring that the sale and redevelopment of the Property provides opportunities for businesses and individuals that have been historically underrepresented in development projects of this size and scope. Accordingly, DCAMM is placing a high priority on proposals that maximize the level of minority-owned and women-owned business enterprise (“MBE/WBE”) participation in all aspects of the development and operation of the project.

Proposals will be evaluated to determine the extent to which they include meaningful participation in three activity areas: 1) development, financing, and ownership; 2) design and construction; and 3) operation of the project. DCAMM’s objective is to select a project team that is committed to an exceptional program for achieving the diversity and inclusion goals and aspirations.

1-4 RESPONSE PROCESS

The process involves the submission of proposals responsive to this RFP; review by DCAMM of timely and properly submitted proposals; selection of a proposal at DCAMM's discretion; execution of a Provisional Designation Agreement (PDA) by the selected developer (Designated Developer), which will establish short-term conditions to be met by the developer; and execution of a Purchase and Sale Agreement (PSA,) which will culminate in sale of the Property. Please refer to Section 4 for the selection process.

Before submitting a proposal, proposers should review the PDA attached to this RFP as Appendix C and the PSA attached to this RFP as Appendix D. The submission of a proposal will be deemed to constitute a representation by the proposer that, if selected, the proposer will execute the PDA and the PSA substantially in the form attached to this RFP. DCAMM will only consider changes to those documents that are necessary for the Designated Developer's redevelopment project, which changes must be approved by DCAMM in its sole discretion.

The Designated Developer will be expected to complete the milestones in the PDA within a period of 90-days from selection (Due Diligence Period), which may only be extended by written approval of DCAMM.

Following the expiration of the Due Diligence Period, the Designated Developer and DCAMM will enter into a binding PSA, in final form and substance acceptable to DCAMM. It is anticipated that the closing of the sale of the Property will take place within 90-days of execution of the PSA, which may only be extended by written approval of DCAMM.

1-5 SCHEDULE

- RFP release: August 3, 2022
- Site visit/open house: August 24 and September 21, 2022, at 10AM; additional dates may be added at DCAMM's discretion.
- Final date to submit questions is September 23, 2022 via DCAMM's website: <https://www.mass.gov/service-details/36-main-street-brockton-redevelopment-opportunity>
- All responses to questions posted via DCAMM's website: September 30, 2022
- RFP responses due: October 18, 2022

Proposals must be received by DCAMM at the address specified in this RFP not later than October 18, 2022, by 3PM

1-6 SITE VISIT

Site tours will be held on Wednesday, August 24 and Wednesday, September 21 at 10AM. Tour dates will be posted on the Commonwealth of Massachusetts website. In the event of inclement weather on the scheduled site tour dates, please check the Commonwealth of Massachusetts website for information regarding potential cancelation/reschedule date.

1-7 RFP POSTING, AMENDMENTS AND QUESTIONS

This RFP will be posted on the Commonwealth of Massachusetts website at: <https://www.mass.gov/service-details/36-main-street-brockton-redevelopment-opportunity>

DCAMM, in its sole discretion, will endeavor to answer relevant and appropriate questions, and any responses will be posted on the DCAMM website. The Commonwealth reserves the right not to respond to questions submitted after the final due date to submit questions.

Any RFP amendments, clarifications, changes or updates (including changes to any dates and deadlines), and any DCAMM responses to proposers' questions will be posted on the DCAMM website only. It is the sole responsibility of prospective proposers to check the DCAMM website for new information. Only the RFP and communications posted on the DCAMM website will be binding concerning this RFP. DCAMM will not provide any accommodations to proposers who fail to check the website or who misinterpret any information posted in connection with this RFP.



PROPERTY DESCRIPTION

SECTION 2 | Property Description

2-1 PROPERTY OVERVIEW

The Property is located at 36 Main Street (aka 38 Main St) in the Downtown corridor of Brockton. Proposers are encouraged to review the Downtown Brockton Urban Revitalization Plan which can be found at <https://brockton.ma.us/wp-content/uploads/2018/10/brockton-urp-voted-by-city-council.pdf> and is also attached as Appendix K. The Property is also within a Federal Opportunity Zone.

The Property is described as **Parcels One and Two** in a Deed recorded in Book 18251 Page 252-253, attached as Appendix E, and shown on a plan of land entitled “Plan of Land in Brockton, Massachusetts” Dated January 4, 1982, drawn by C.A. Pickering Associates, Inc. in Plan Book 22, Page 924, both with the Plymouth Registry of Deeds. The Property is also shown on the Site Plan and the Brockton Assessors Map 109, lot 52, which are included as Appendix B to this RFP.

2-2 PRESERVATION CONSIDERATIONS

The Property is included in the Massachusetts Historical Commission (MHC)’s Inventory of Historic and Archaeological Assets of the Commonwealth and the building meets the criteria of eligibility for listing in the National Register of Historic Places as a contributing property to a potential North Downtown Historic District. Therefore, it is highly preferred that any redevelopment and new construction proposal would be considerate of the size, scale, massing, material, and character of the property, the surrounding historic buildings as well as the overall neighborhood. A draft National Register nomination for the North Downtown Historic District is under review by MHC as this RFP is being drafted and therefor is not included in the RFP Appendices.

Proposers should consider the following principles in preparing redevelopment plans:

- Preservation of character-defining features of the building is encouraged, if feasible;
- If it is determined that it is not feasible to preserve all of the character-defining features of the building, the feasibility of preserving the character-defining features of portions of the building should be examined, and is encouraged, where feasible;

- Rehabilitation of the building and new construction on the property should be consistent with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation of Historic Properties. <https://www.nps.gov/tps/standards/rehabilitation/rehab/stand.htm>

The Commonwealth encourages as much preservation as is physically, economically, and financially feasible.

Proposers are strongly encouraged to obtain information on the Federal Historic Rehabilitation Tax Credit and the Massachusetts Historic Rehabilitation Tax Credit from the National Park Service website at <https://www.nps.gov/tps/tax-incentives.htm> and MHC'S website at <http://www.sec.state.ma.us/mhc/>.

Please note that DCAMM will post the date for an information session for prospective developers on DCAMM's website: <https://www.mass.gov/service-details/36-main-street-brockton-redevelopment-opportunity>, during which MHC and BHC will have an opportunity to present information related to historic preservation of the Property.

2-3 BUILDING INFORMATION

The property is a 21,579 +/- square foot lot improved by a 1900 +/- built, 2 and 4 story and basement, masonry, office building containing 23,020 square feet of gross building area not including the basement. It is in average condition.

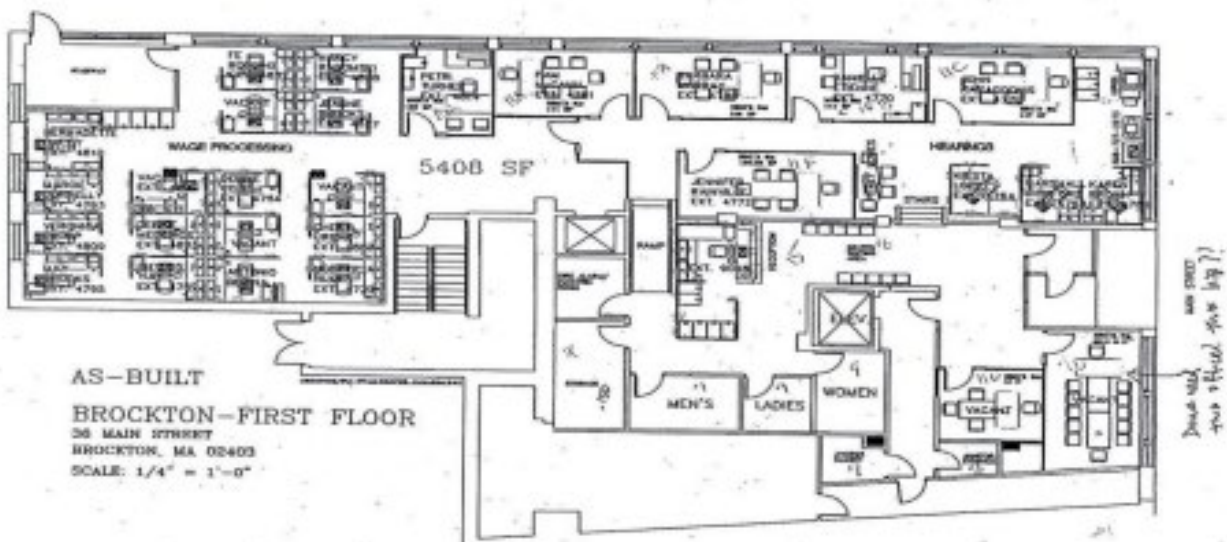
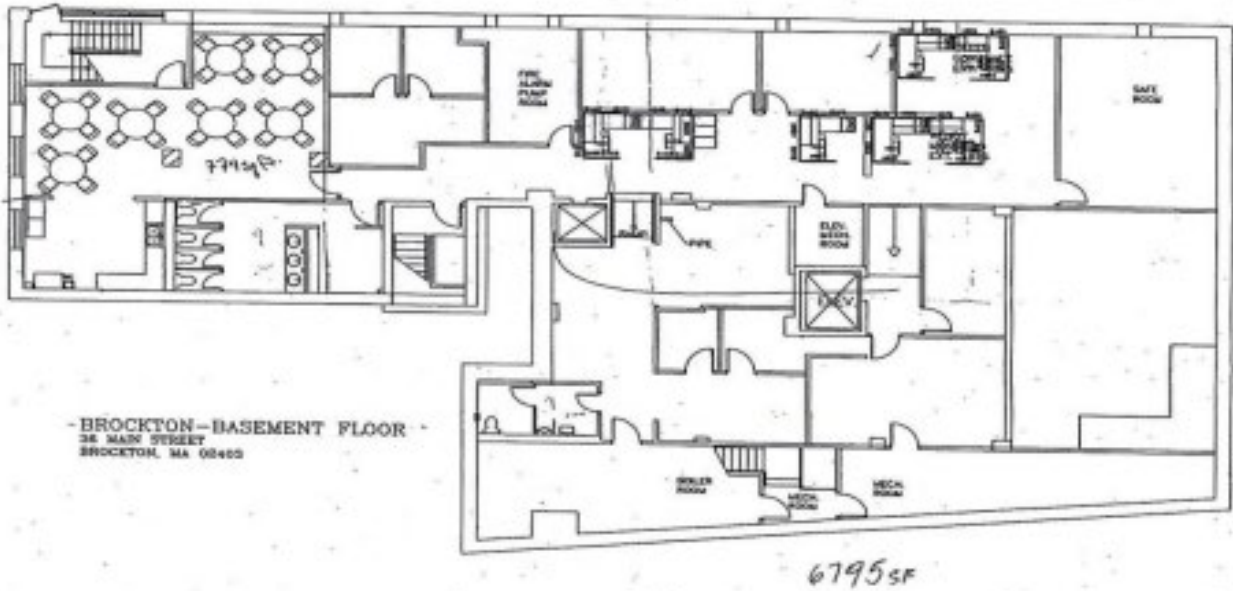
EXTERIOR AND INTERIOR PHOTOS AND FLOOR PLANS



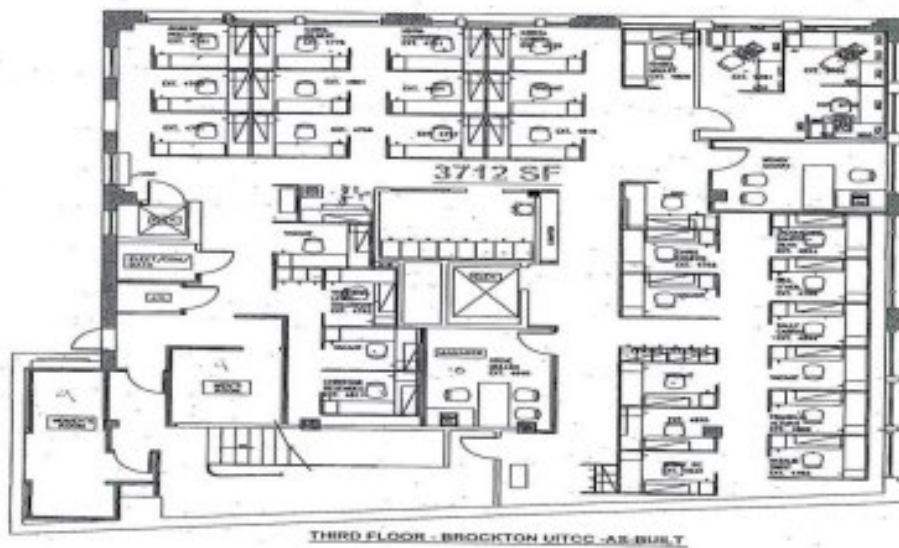
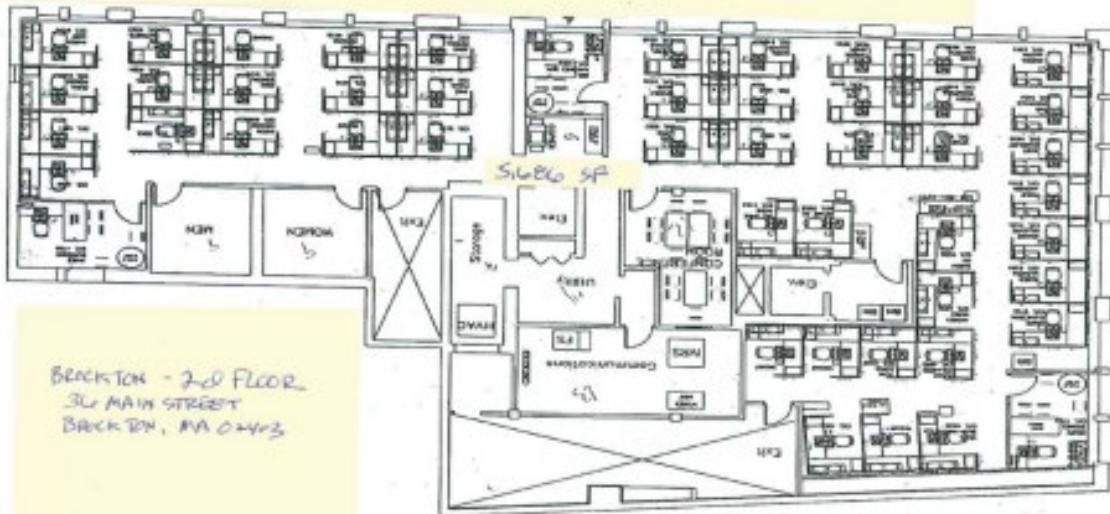


Wet Sprinkler System

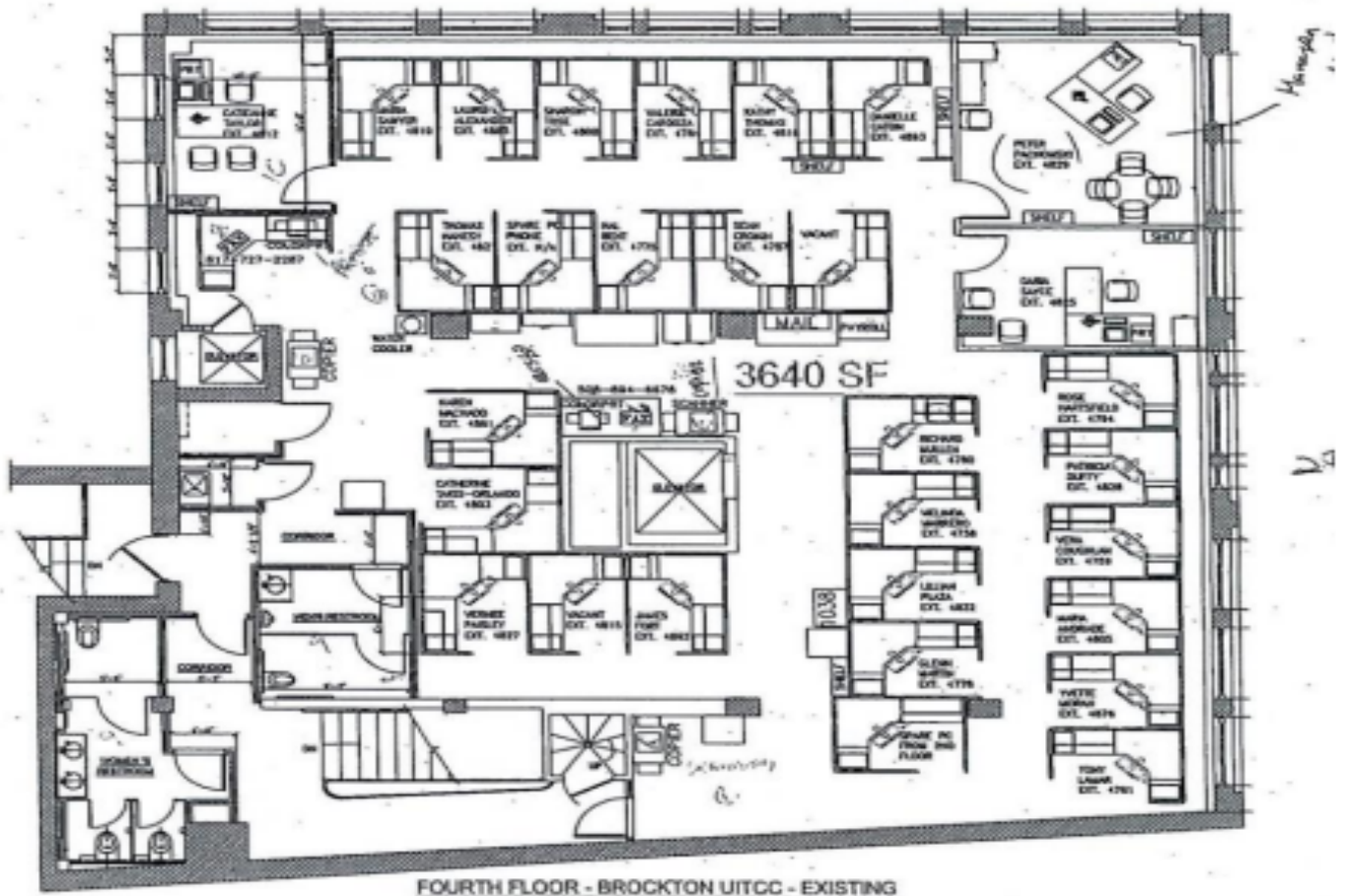
FLOOR PLANS



FLOOR PLANS



FLOOR PLANS



<u>Floor</u>	<u>NRA</u>	<u>GBA</u>
<u>First</u>	5,408 SF	6,875 SF
<u>Second</u>	5,686 SF	6,875 SF
<u>Third</u>	3,712 SF	4,635 SF
<u>Fourth</u>	3,640 SF	4,635 SF
<u>Total</u>	18,446 SF	23,020 SF
<u>Basement</u>	0 SF	6,875 SF
<u>Total</u>	18,446 SF	29,895 SF

2-4 UTILITIES AND INFRASTRUCTURE

The Property has access to electrical, gas, water, and sewer infrastructure. The Designated Developer will be responsible for conducting investigation to confirm the location of these and/or any additional utilities on the Property.

2-5 BUILDING CONDITION INFORMATION

The Property is offered for sale and will be conveyed as-is, where-is and with all defects. Proposers must independently confirm building and environmental site conditions. DCAMM makes no representations or warranties whatsoever regarding any building or environmental conditions. The Designated Developer will have the opportunity to undertake a non-invasive inspection of the Property following execution of the PDA. The PSA will require the Designated Developer (and guarantor, if applicable) to indemnify and hold the Commonwealth and DCAMM harmless from and against all loss, costs, and damages due to the environmental condition of the Property.

2-6 EASEMENTS

The Property will be conveyed subject to all restrictions, easements, and encumbrances of record and/or shown on the Site Plan.

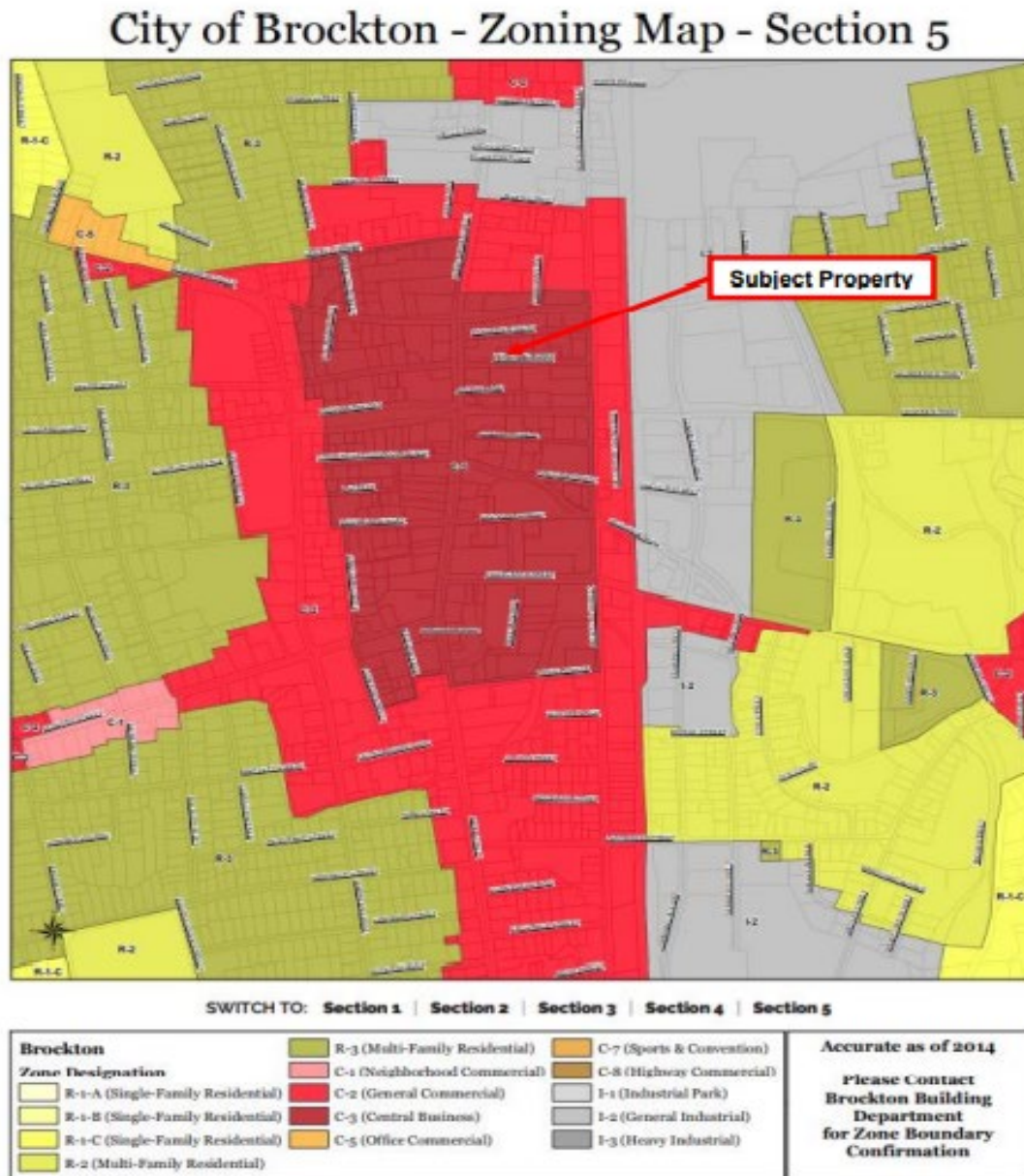
The Commonwealth may retain or reserve any existing or new rights, easements or licenses for utilities or infrastructure including, without limitation, water, sewer, electric, drainage, telecommunications, sidewalks, roadways and parking over, under or upon the Property, as may be reasonably necessary for adjacent Commonwealth-retained properties. The PSA may provide that with the Commonwealth's reasonable consent and at the Designated Developer's sole expense, the Designated Developer may relocate any such right or easements retained or reserved by the Commonwealth from time to time on the Property, so long as the relocation does not result in any material interruption of utility or other services being provided to the Commonwealth's land by use of such rights and easements, and subject to any restrictions as may be specified in this RFP or the PSA.

The Commonwealth has granted an Access, Maintenance and Repair Easement to an abutter. The Easement is recorded at the Plymouth County Registry of Deeds in Book 56506, Page 180. The Easement is also attached as Appendix N.

The Department of Unemployment Assistance, which currently occupies the property, is granting a Temporary Construction License to an abutter. Work under this License is expected to be completed before August 31, 2022. The agreement is attached as Appendix O.

2-7 ZONING

The Property sits within the Downtown Core in a C-3 Commercial District, surrounded by a C-2 Commercial District. For allowed uses, dimensions, and other provisions, proposers should review the current Brockton, Massachusetts - Code of Ordinances, Comprehensive Zoning. The Property is also within an M.G.L. 40R Smart Growth Overlay District.



The Designated Developer will be responsible for confirming and complying with applicable zoning requirements.



SUBMISSION REQUIREMENTS

Source: City of Brockton Webpage

SECTION 3 | SUBMISSION REQUIREMENTS

3-1 PROPOSAL CONTENTS

All proposals must include the following materials and information:

- A. Deposit Check
- B. Letter of Transmittal
- C. Proposal Cover Sheet
- D. Developer Information
- E. Development Plan
- F. Financial Information (Including a pro-forma)

All proposals must be unconditional meaning the Commonwealth or DCAMM will not be responsible for any repairs, improvements or financial contributions by the Commonwealth or any request for adjustment of the purchase price, for any reason whatsoever.

3-2 DEPOSIT CHECK

All proposals must be accompanied by a bid deposit of \$5,000.00 in the form of a certified cashier's, treasurer's or bank check made payable to the Commonwealth of Massachusetts. Bid deposits will be held by DCAMM in a non-interest-bearing escrow account. Bid deposits will be returned to non-selected proposers after the PDA with the Designated Developer is executed. The \$5,000.00 deposit paid by the Designated Developer shall be nonrefundable upon execution of the PDA. An additional deposit equal to 10% of the purchase price will be required at the time of execution of the PSA.

3-3 LETTER OF TRANSMITTAL

The proposal must include a one-page letter of transmittal signed by the principal(s) of the proposer.

3-4 PROPOSAL COVER SHEET

The proposal must include a completed Proposal Cover Sheet in the form provided as Appendix F.

3-5 DEVELOPER INFORMATION

The proposal must include a description of the development team, the individuals, and organizations to be involved in the purchase and their experience, as well as references. This description must include the following information:

- A. The name, address and telephone number of the proposer, the name(s) of the representative(s) authorized to act on the proposer's behalf, and the name of the senior person designated as the contact to which all correspondence should be addressed.
- B. Proposers should identify MBE/WBE and individual minority or women team members early in the process and indicate in their proposals the nature of that participation in the particular phase of the redevelopment project (e.g. names of team members, specific roles, percent of total participation, as appropriate). DCAMM reserves the right to contact such MBE/WBE team members and individuals to clarify their proposed roles in the project. Where partners have not yet been identified, proposals should indicate what steps will be taken or are being taken to identify MBE/WBE participation.
- C. If the proposer is not an individual doing business under the proposer's name, the proposal must describe the status of the entity (whether a non-profit or charitable institution, a general, limited, or limited liability partnership, a for-profit corporation, limited liability company, unincorporated association, or joint venture) and indicate the jurisdiction in which it is registered to do business. Please include the exact name and legal status of the entity to be named as purchaser in the PSA if different from the proposer.
- D. The primary responsibilities of everyone on the development team, and a summary of the development team's experience, collectively and individually, with similar projects. Demonstrate proven track record in all phases of project development including permitting, financing, design, and renovation/construction. Provide up to three (3) professional references.
- E. Identification of any project partners who are participating in the proposal and a description of the nature and degree of their involvement and commitment to the project described in the proposal.
- F. Description of the organizational structure of the development team and a plan for the maintenance of effective communications between DCAMM and the development team during all phases of the project.
- G. Confirmation that no local, state, or federal taxes are due and outstanding for the proposer, the development team, or any constituent thereof.
- H. Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the proposer's (or its principal's or its affiliate's) business

and/or its compliance with laws and other governmental requirements or its ability to execute the LDA and other legal documents and to close.

3-6 DEVELOPMENT PLAN

Proposals should address conditions and milestones necessary for implementation of the development proposal: e.g. site planning/engineering, environmental approvals, applicable local, state and federal zoning and permitting approvals, MEPA compliance, infrastructure improvements, financing commitments, construction coordination and demonstration that construction and occupancy will be completed largely on schedule, and other steps required to demonstrate the likelihood of project success.

The proposal must include:

- A. Conceptual plan for the design of the Property and a site plan, schematic elevations, and typical floor plans. Include any other useful plans depicting the proposed development and how it meets the criteria contained in this RFP.
- B. A detailed narrative description of the proposed redevelopment concept and the specific nature of the proposed use(s). All proposals must include a narrative with details of the site design; building massing; proposed gross square footage and the area allocated to each of the proposed uses, parking and landscaping; the relationship of the project to the surrounding buildings and neighborhood; and, a written description of proposed preservation efforts at the historic building. Information should include how a proposed project would meet the Secretary of the Interior's Standards for Rehabilitation.
- C. A list of all required local, state, and federal zoning land use and environmental permits and approval requirements, as well as all applicable licensing/operating permit requirements, and a projected schedule for securing them.
- D. Schedule that includes proposed timetables for design, permitting, financing, marketing, completion of construction and anticipated occupancy.
- E. Demonstration of financial feasibility of the proposal, including anticipated source and use of funds as well as an operating pro forma. An outline of potential supplemental funding sources for exploration by the Developer is included in this RFP as Appendix G.
- F. A plan for the ongoing management of the redeveloped property, where applicable, including proposed operators and their experience.

3-7 FINANCIAL INFORMATION

It is *required* that the proposed purchase price and all other financial information be included in separate and appropriately labelled file, apart from all other sections of the proposal.

The financial information must include the following:

- A. Purchase Price. The proposal must state an unconditional purchase price.
- B. Beneficial Interest Disclosure Statement. The proposal must include a signed Disclosure Statement of Beneficial Interest (Appendix H).
- C. Expenses. The proposal must include an acknowledgement that, in addition to the purchase price, the Designated Developer will pay for all costs incurred by DCAMM in connection with the sale of the Property. These include, but are not limited to, real estate consultants, appraisals, survey, architectural, engineering, and legal expenses.
- D. Financial Statements. The proposal must include a financial certification to be signed by the principal or senior officer of the proposer confirming, among other matters, that its investment team has the financial strength to close the sale with the Commonwealth in accordance with the terms and conditions of the PSA and to develop the Property to completion in accordance with the proposer's development plan. After the submission of proposals, proposers may be asked to submit additional financial information for review in form and substance acceptable to DCAMM in its sole discretion.

3-8 SUBMISSION DEADLINE

To comply with this RFP, ten (10) original hard copies of the proposal containing all the material and information required by this RFP, along with an electronic version (i.e. USB flash drive or CD) of the complete proposal **must be received by October 18, 2022 no later than 3PM** ("Submission Deadline") by DCAMM at the following address:

Division of Capital Asset Management and Maintenance
Office of Real Estate Management
One Ashburton Place, 14th Floor
Boston MA 02108
Attn: Lisa Verrochi, Senior Project Manager

Envelopes must be marked: "Proposal for Purchase and Redevelopment of 36 Main Street, Brockton". Do not open until October 18, 2022 at 3PM"

3-9 SUBMISSION PROCEDURES

Proposals will be time-stamped as they are received, and DCAMM's time stamp shall be controlling. Proposals received by DCAMM after the Submission Deadline will be deemed non-responsive and will be rejected. Faxed or emailed proposals will be deemed non-responsive and rejected regardless of the date received. Proposers are cautioned to hand deliver their proposals and allow sufficient time to clear security in the McCormack Building at One Ashburton Place, Boston. Any proposal delivered late in person, will be refused; if delivered late by mail, it will be returned to its respective sender. Timely proposals will be opened after 3PM on the Submission Deadline date in the offices of DCAMM, at which time only the names and addresses of proposers will be made public.

DCAMM will not accept any information or materials submitted after the Submission Deadline unless such information or materials are provided in response to DCAMM's written request for such information or materials. Proposals shall be unconditional. Prior to the Submission Deadline, proposers may correct, modify, or withdraw a proposal by written notice to the attention of Lisa Verrochi, Senior Project Manager at DCAMM.

After the opening of proposals, a proposer may not correct or modify its proposal in any manner unless in response to a written request by DCAMM in its sole discretion. These submission requirements will be strictly enforced. The proposal must be in a sealed envelope addressed and marked as follows:

Your Name

Your Return Address

SEALED PROPOSAL – Purchase and Redevelopment of 36 Main Street, Brockton
Division of Capital Asset Management
One Ashburton Place, 14th Floor
Boston, Massachusetts, 02108
Attn: Lisa Verrochi, Senior Project Manager
DO NOT OPEN UNTIL AFTER: October 18, 2022, at 3PM

If the proposal is sent via Express Mail, Federal Express or similar courier, the proposal must be in a sealed inner envelope addressed and marked as shown above.



SELECTION PROCESS

SECTION 4 | SELECTION PROCESS

4-1 SELECTION PROCESS OVERVIEW

DCAMM will review and evaluate all proposals that have been received by the Submission Deadline. Evaluation of the proposals will be based on:

- The information provided in the proposal in accordance with the submission requirements.
- Any interviews, references and additional information requested by DCAMM.
- Any other information from publicly available and verifiable sources.

During the selection process, DCAMM reserves the following rights: to negotiate with one or more proposers; to waive portions of the RFP; to waive any informalities in proposals; to request “best and final” offers; to reject any or all proposals; and to issue a new request for proposals, for any reason deemed appropriate by DCAMM.

The Commonwealth is not obligated to select the proposal that offers the highest purchase price. The successful proposal will be the one that is most advantageous to the Commonwealth and best meets the selection criteria.

Upon selection, the designated developer will be required to submit the following to DCAMM:

- A. A signed Disclosure Statement of Beneficial Interest (Appendix H).
- B. A signed MEPA Form (Appendix I).
- C. Any other documents as required by DCAMM.

4-2 SELECTION CRITERIA

Proposals received by the Submission Deadline will be evaluated in accordance with the following selection criteria listed in no particular order:

- The proposal’s conformity and compatibility with the provisions of the Act and this RFP.
- Financial feasibility of the proposal.
- The committed percentage levels of MBE/WBE participation and participation by minority and women individuals put forth by the proposing team for each of the three

activity areas: development, financing and ownership; design and construction; and operation of the project.

- Relevant experience of proposer's team to facilitate expedient development of the Property.
- Impacts upon, and benefits to, the surrounding community.
- A redevelopment plan which includes historic preservation as a rehabilitation treatment for the historic building and its character defining features is encouraged and considered advantageous.
- The preservation of the historic building and its character defining features.
- Overall benefits to the Commonwealth, including financial benefits.
- Ability of the proposer to perform successfully as proposed and to acquire, complete construction and secure a certificate of occupancy for the Property on a schedule acceptable to DCAMM. Such a determination is a function of the proposer's qualifications and ability to successfully carry out the project in an expedient manner, as evidenced by his/her professional record, overall financial qualifications, etc., as well as the extent to which the proposal is feasible.

4-3 PROVISIONAL DESIGNATION AND DUE DILIGENCE

Upon selection of a proposal by DCAMM, the selected proposer will be required to enter into the PDA within 30 days of the date of DCAMM's selection letter. DCAMM will notify all proposers that have not been selected and return their bid deposit as set forth herein. The PDA will establish the terms for the Designated Developer's related due diligence within the Due Diligence Period. The Designated Developer will also enter into a separate license agreement substantially in the form of DCAMM's standard license for site assessment purposes provided in Appendix J.

Proposers are responsible for their own due diligence, including undertaking their own review and analysis concerning physical and structural conditions, environmental conditions, title, access, easements, utilities, applicable zoning, required permits and approvals, reuse potentials, and any other development, ownership and legal considerations.

DCAMM makes no representations or warranties whatsoever concerning the adequacy, applicability or substance of a proposer's due diligence investigations or to the suitability or feasibility of the Property for the purposes contemplated by a proposal or this RFP.

If, within the Due Diligence Period, an inspection and/or title search discloses legal or physical conditions of the Property that the Designated Developer finds objectionable in its reasonable discretion and as provided in the PDA, then the Designated Developer may withdraw its

proposal by delivering written notice to DCAMM prior to the expiration of the Due Diligence Period. If the Designated Developer does not withdraw its proposal within such period, then the Designated Developer shall be deemed to have approved the legal and physical condition of the Property, and its bid deposit shall become non-refundable.

4-4 PURCHASE AND SALE AGREEMENT AND CLOSING

Following completion of the Due Diligence Period, the Designated Developer and DCAMM will enter into a binding PSA for the sale of the Property, at which time the Designated Developer will be required to pay an additional deposit in the amount of 10% of the purchase price for the Property. The closing will take place within 90 days of the execution of the PSA, which may be extended by written approval of DCAMM. The PSA will specify the conditions on which the additional deposit may be non-refundable.

The US Department of Labor has a shared interest in this property with the Commonwealth. Due to US Department of Labor requirements, the timing of proposal selection and determination of acceptable consideration **may** be impacted.



GENERAL PROVISIONS

SECTION 5 | GENERAL PROVISIONS

- A. Time is of the essence with respect to the Submission Deadline and all other dates, times, and other deadlines set forth in this RFP.
- B. DCAMM will not consider any proposal which is comprised in whole or in part, through ownership or control of individuals or entities which have directly or indirectly had any involvement in the subject of the RFP (involvement means, without limitation, involvement relating to legal, planning, environmental, appraisals or other consulting services).
- C. DCAMM makes no representations or warranties whatsoever, as to the accuracy and/or completeness of any of the information contained in, or provided as part of, this RFP, including, without limitation, information in the RFP, in appendices, exhibits, attachments, technical information, and/or supplements, in hard copy, facsimile, electronic or online, or available upon request or from other sources. The information is provided for convenience only, and cannot be relied upon, without outside, independent investigation and verification by the proposer. This information is subject to differing interpretation, analysis and conclusions and to errors, omissions, and changes in costs, conditions, economics, engineering, laws, rules and regulations that may occur on or after the date the information was created or assembled.
- D. This RFP is made subject to errors, omissions, prior authorized sale, lease or other disposition and any subsequent modifications, additions or changes in RFP or sale terms and conditions.
- E. DCAMM reserves the right in its sole discretion, to reject any proposal not submitted in conformance with the requirements of the RFP and any amendments hereto; to reject all proposals, for any reason whatsoever; and/or to waive, or to decline to waive, irregularities in any proposal if and when DCAMM determines that it is in the Commonwealth's interest to do so.
- F. DCAMM reserves the right in its sole discretion, to amend, suspend or withdraw this RFP by posting notice on the DCAMM website at any time for any reason whatsoever; to discontinue its selection process; to solicit other proposals; to issue a new RFP or conduct any authorized alternative procurement method for any reason whatsoever at any time. DCAMM makes no guarantee that any conveyance or agreement will result from this RFP.
- G. DCAMM reserves the right in its sole discretion, to seek best and final offers; to seek additional information or clarification of a proposal from proposers at any time; and to negotiate simultaneously with more than one proposer and to cease negotiation for any

reason whatsoever at any time. The negotiation period and final form of agreement shall be determined by DCAMM, in its sole discretion.

- H. All proposals and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, Section 10, and Chapter 4, Section 7, paragraph 26. Any statements reserving any confidentiality or privacy rights in submitted proposals or otherwise inconsistent with these statutes are void and shall be disregarded.
- I. If there is a conflict between the terms of this RFP (including addenda) and the General Provisions contained in this RFP, the terms of these General Provisions shall control. If there is a conflict between this RFP and any interpretation, clarification, or other response given to prospective or actual proposers, the terms of this RFP (as modified by written addenda, if any, issued in accordance with this RFP that state they are intended to replace or supersede any portion of this RFP) shall control.

APPENDICES

APPENDIX A: AUTHORIZING LEGISLATION: CHAPTER 362 OF THE ACTS OF 2020

Chapter 362 of 2020

AN ACT AUTHORIZING THE SALE OF REAL PROPERTY IN BROCKTON.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to authorize forthwith the sale of real property in the city of Brockton, which is immediately necessary to accomplish important public purposes, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may: (i) sell; (ii) lease for terms of up to 99 years, including all renewals and extensions; or (iii) otherwise grant, convey or transfer to 1 or more purchasers or lessees an interest in the parcel of land located in the city of Brockton and commonly known as 36 Main street, more particularly bound and recorded in a deed recorded with the Plymouth county registry of deeds in book 18251, page 252, subject to this act and on such terms and conditions that the commissioner may provide. The exact location and boundaries of the property or portions thereof to be conveyed shall be determined by the commissioner after completion of a survey.

SECTION 2. In making any such disposition pursuant to section 1, the commissioner of capital asset management and maintenance shall use appropriate competitive bidding processes and procedures. Not less than 30 days before the date on which bids, proposals or other offers to purchase the property or any portion thereof, are due, the commissioner shall place a notice in the central register published by the state secretary pursuant to section 20A of chapter 9 of the General Laws stating the availability of the property, the nature of the competitive bidding process and other information that the commissioner considers relevant, including the time, place and manner for the submission of bids or proposals and the opening of the bids or proposals.

SECTION 3. Any purchase and sale agreement, lease or other document relating to the sale, lease, transfer or other disposition of the parcel or any portion thereof shall provide that the commonwealth including, but not limited to the division of capital asset management and maintenance, shall have no liability to any purchaser, lessee, transferee or successor to any purchaser, lessee or transferee of all or part of the parcel described in section 1 for any claims arising out of or related in any way to the conditions, known or unknown, of the parcel, or otherwise in connection with any sale, lease, transfer or other disposition thereof.

SECTION 4. In the sale of the parcel or any portion thereof pursuant to section 1, the commissioner of capital asset management and maintenance may retain or grant rights of way or easements for access, egress, utilities and drainage across any portions of the property and the commonwealth may accept from the purchaser such rights of way or easements in or across any portions of the property to be conveyed or transferred for access, egress, drainage and utilities as the commissioner considers necessary and appropriate to carry out this section.

SECTION 5. The purchaser, lessee or transferee of any portion of the property pursuant to section 1 shall be responsible for all costs and expenses related thereto including, but not limited to, costs associated with surveys, deed preparation and recording fees as such costs may be determined by the commissioner of capital asset management and maintenance.

SECTION 6. Notwithstanding any other general or special law to the contrary, the commissioner of capital asset management and maintenance may take any interests in the parcel thereon by eminent domain pursuant to chapter 79 of the General Laws, as deemed necessary by the commissioner to carry out this act.

SECTION 7. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may grant to the owner of any parcels abutting the property 1 or more easements over portions of the property. The commissioner shall determine the consideration for such easements based on consultation with appraisal professionals. The grant of easements shall be on such terms and conditions as the commissioner deems appropriate.

Approved, January 14, 2021.

APPENDIX B: SITE PLAN AND Brockton Assessors Map 109, lot 052

I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERED DEEDS DATE January 7, 1982 Charles G. Dwyer

STREET
FRANKLIN
(CITY LAYOUT 33.00 WIDE DEC. 31, 1982)

PARCEL 2
(MAINBROOK PROJECT DISPOSITION PARCEL # 35 SUBJECT TO LAND DISPOSITION AGREEMENT)
11,565 ± s.t.

JOHN NASIOS

ALEXANDER BAGAS, JR.

PARCEL 1
10,014 ± s.t.

WARD (CITY LAYOUT - 40.00' WIDE)

Plan of Land in BROCKTON, MASSACHUSETTS
OWNER: PLYMOUTH-HOME NATIONAL BK.

Scale: 10 feet to the inch January 4, 1982

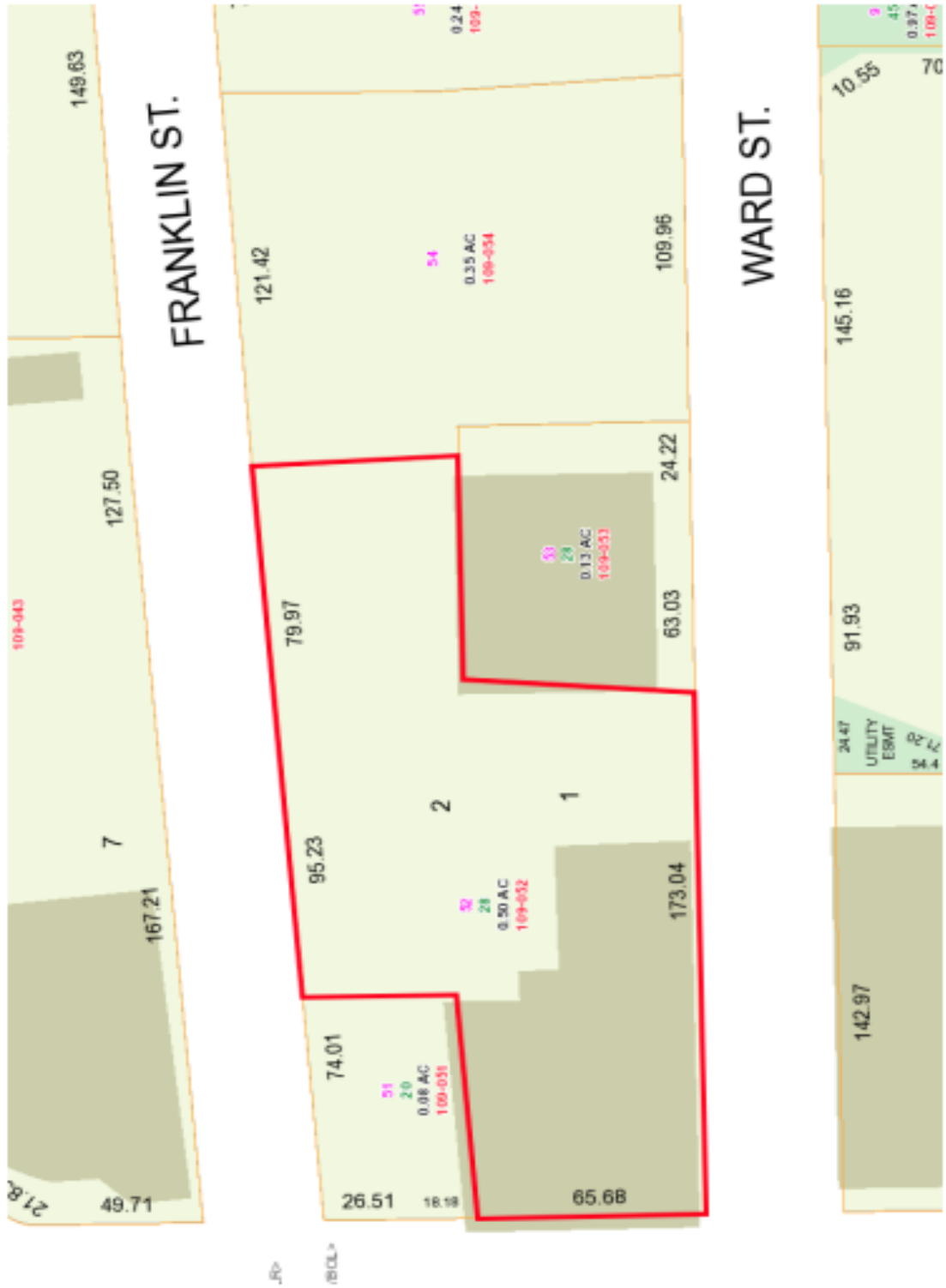
CIVIL ENGINEERS-LAND SURVEYORS
648 WEST CENTER STREET
WEST BRIDGEWATER, MASSACHUSETTS

DEED BOOK 1741 PAGE 12
PLAN 8 483
7 552
7 32

REFERENCE: PLATHEM COUNTY RECORDS OF DEEDS

FILE NO. B-2322

ASSESSOR'S MAP



APPENDIX C: PROVISIONAL DESIGNATION AGREEMENT

PROVISIONAL DESIGNATION AGREEMENT
FOR 36 MAIN STREET IN BROCKTON MASSACHUSETTS

WHEREAS, Chapter 362 of the Acts of 2020 (the “*Act*”) authorizes the Division of Capital Asset Management and Maintenance (“DCAMM”), on behalf of the Commonwealth of Massachusetts (*Commonwealth*), to sell and convey a property known as 36 Main Street in Brockton (the “*Property*”) in accordance with the provisions of the Act;

WHEREAS, DCAMM issued a Request for Proposals dated August 3, 2022 (“*RFP*”);

WHEREAS, in response to and in accordance with the RFP, _____ LLC, a _____ limited liability company (“Designated Developer”) submitted a proposal dated _____, 2022 (“Proposal”) to purchase the Property as set forth in the Proposal, which is attached as Attachment A;

WHEREAS, in accordance with the RFP, based on an evaluation of the Proposal and all other properly submitted responses, DCAMM has decided to provisionally designate the Designated Developer as the master developer of the Property, subject to the terms and conditions of this Provisional Designation Agreement (“PDA”). Section 4.3 and 4.4 of the RFP sets forth requirements for the legal documents (“Legal Documents”) that will be required for the disposition of the Property pursuant to the Act;

NOW THEREFORE, the Commissioner of Capital Asset Management and Maintenance hereby declares:

1. That the Designated Developer is provisionally designated to purchase and redevelop the Property, subject to full compliance and fulfillment of terms and conditions set forth in this Provisional Designation, with time being of the essence.
2. The Designated Developer shall, at its sole cost and expense, develop the Property substantially in accordance with the RFP, the Proposal, the terms and conditions of this PDA, and the terms and conditions of the Purchase and Sale Agreement (“PSA”) for _____ (the “Project”). In furtherance and not in limitation of the foregoing:

The Project will consist of:

- a.
3. The Designated Developer paid a \$5,000 Bid Deposit at the time of submission of the Proposal pursuant to the RFP. The Designated Developer acknowledges and agrees that upon execution of this PDA, the Bid Deposit is nonrefundable.
4. The Designated Developer must conduct its own investigation, review and analysis of all aspects of the suitability of the Property for its Project, including without limitation, physical and environmental conditions, utilities, access, title, easements, encumbrances, restrictions, zoning, permits and approvals and all other legal considerations, during the period commencing on the date of this PDA and ending at 5:00 p.m. EST on the 90th day thereafter (the “Due Diligence Period”). The specific procedures for the title

investigation are set forth in paragraph 5 below. The Designated Developer will be required to execute the DCAMM standard license for site assessment purposes in the form attached hereto as Attachment B ("License") prior to accessing or being allowed to perform physical investigations of the Property. The License will require the Designated Developer to provide, as an attachment, a specific scope of work and detailed work plan for all activities to be conducted on or in the Property. Failure to sign the License shall not extend the Due Diligence Period and nothing contained in the License shall be deemed to extend the Due Diligence Period or modify the terms and conditions of this PDA. The Designated Developer may terminate this PDA by written notice to DCAMM prior to the expiration of the Due Diligence Period. In the event of a termination of this PDA prior to the expiration of the Due Diligence Period, and in accordance with the terms of this PDA, then, following a final accounting by DCAMM, so much of the Project Expenses as remain unspent or unallocated, if any, shall be returned to the Designated Developer. Upon the expiration of the Due Diligence Period, the entire PDA Deposit shall be nonrefundable.

5. During the period commencing on the date of this PDA and ending at 5:00 p.m. EST on the 60th day thereafter ("Title Examination Period"), the Designated Developer shall be permitted to examine title to the Property. The procedures for reviewing title shall be the following:
 - (a) On or before the expiration of the Title Examination Period, the Designated Developer shall notify DCAMM in writing ("Title Defects Notice") of any matters of record or survey matters disclosed on a current survey of Property to which the Designated Developer objects, if any (such matters to which the Designated Developer objects are referred to as "Disallowed Encumbrances"). If the Designated Developer fails to so notify DCAMM timely with a Title Defects Notice, then this contingency shall be deemed waived by the Designated Developer.
 - (b) All title and survey matters relating to the Property, other than the Disallowed Encumbrances, shall be deemed to have been waived by the Designated Developer, and the Designated Developer shall accept the Property (as specified in the RFP) subject to such title exceptions (such title exceptions are referred to as "Permitted Encumbrances"). Notwithstanding the foregoing, the Designated Developer shall have the right to run title between the end of the Title Examination Period and the closing in accordance with the terms and conditions of the Legal Documents.
 - (c) Within 15 days of receipt of a Title Defects Notice (if any), DCAMM shall provide the Designated Developer with notice ("Commonwealth's Cure Notice"), which shall indicate the Disallowed Encumbrances that DCAMM intends to cure, if any.
 - (d) In the event the Commonwealth's Cure Notice does not include all of the Disallowed Encumbrances, the Designated Developer shall have the right by notice to DCAMM within 15 days of receipt by the Designated Developer of the Commonwealth's Cure Notice to terminate this PDA. In the event the Designated Developer does not elect to terminate this PDA, those Disallowed Encumbrances

which were not included in the Commonwealth's Cure Notice as Disallowed Encumbrances which DCAMM intended to cure shall be deemed for all purposes hereof to be Permitted Encumbrances. In such event, the only title exceptions which shall continue to be deemed Disallowed Encumbrances shall be those matters set forth in the Legal Documents as Disallowed Encumbrances. Nothing in this PDA shall require DCAMM to make any efforts or to spend any monies to remove any title exception or encumbrance with respect to the Property.

6. The opportunity for the Designated Developer to undertake due diligence during the Due Diligence Period shall not be construed to mean that the Property will be in anything other than its "AS IS" "WHERE IS" condition, which the Designated Developer understands and accepts.
7. The PSA shall include among its provisions, the terms of the Act, this Provisional Designation and the RFP, and shall:
 - (a) establish the purchase price for the Property at not less than \$_____, without any deduction or credit of any kind whatsoever (the "**Purchase Price**");
 - (b) require development substantially in accordance with the Act, the RFP and the Proposal, except as otherwise provided in this Provisional Designation;
 - (c) require the Proposer to acquire the Property in its "AS-IS" condition without representation or warranty of any kind whatsoever by Asset Management or the Commonwealth;
 - (d) contain all such other terms and conditions as shall be mutually acceptable to the parties.
8. Commencing upon the execution and delivery of a license in DCAMM's standard form (or in such other form as may be reasonably agreed to by the parties), the Proposer may enter upon the Property for the purposes of undertaking due diligence subject to the provisions of said license. Nothing in said license shall be deemed to extend the Due Diligence Period set forth above.
9. The Proposer shall acquire the Property by accepting delivery of a release deed in the form set forth as Exhibit A to the Memorandum of Agreement between Asset Management and the Massachusetts Historical Commission included in the RFP; and paying the balance of the full Purchase Price to the Commonwealth (the "**Closing**") on or before **DATE** (the "**Closing Date**").
10. This Provisional Designation is contingent upon the timely and full satisfaction by the Proposer of all of the terms and conditions set forth in this Provisional Designation, the Act, the RFP and the PSA. Time is of the essence with respect to all dates set forth in this Provisional Designation. The terms of this Provisional Designation will not be extended, except by written agreement of the parties. If any of these terms and conditions are untimely, and upon notice not cured by the Proposer within five (5) business days after such notice with respect to monetary defaults and thirty (30) days after such notice with

respect to non-monetary defaults, or, if the nature of such nonmonetary default is such that it cannot be cured within said thirty days, if the Proposer has not commenced the cure within said thirty days and thereafter diligently prosecuted such cure to completion, then DCAMM may at its election, and as its sole remedy, terminate this Provisional Designation by giving written notice of termination to the Proposer at any time after any such failure by the Proposer. In addition to and not in limitation of the foregoing, if the Proposer does not meet any term or condition, other than for reasons of force majeure, the Proposer shall pay to the Commonwealth liquidated damages in the amount of one thousand dollars (\$1,000.00) for each day commencing on the day after such term or condition was to be met and continuing until the date that such term or condition is met by the Proposer. Any amounts paid as liquidated damages shall be paid directly to the Commonwealth, shall not be refundable and shall not be applied against the Purchase Price. Any failure or delay by DCAMM to terminate this Provisional Designation shall not constitute a waiver by DCAMM of its right to terminate. In the event of termination of this Provisional Designation, neither party shall have any rights, obligations or recourse to or against the other under this Provisional Designation, the PSA or any other agreements relating to the Property.

11. Only a fully executed and delivered PSA shall constitute a binding agreement by the Commonwealth for the disposition of the Property and as DCAMM's formal and final designation. Upon execution of the PSA, it shall supersede all provisions of this Provisional Designation. This Provisional Designation shall be governed for all purposes by Massachusetts law, without application of Massachusetts law governing choice of law.
12. Either party exercising any termination rights or fulfilling any other notice requirements set forth in this PDA shall give notice, in writing, to the other party by delivering said notice in person with receipt or by sending by certified mail "return receipt requested", email or by nationally recognized overnight delivery service to the addresses listed below:

If to DCAMM:

With a copy to:

If to Designated Developer:

With a copy to:

or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party. Notices that are delivered shall be deemed given when received. Notices sent by certified mail shall be deemed given five (5) days after being deposited in the United States mail, postage prepaid, return receipt requested.

13. No transfer (by assignment or otherwise) of all or part of the Designated Developer's interest in this PDA shall be made without the prior written approval of DCAMM, which approval may be withheld in its sole discretion. DCAMM will have the right to require additional compensation and to impose conditions on any such transfer or assignment.

14. Neither party shall record this PDA and it shall be void if recorded.
15. Upon execution of the PSA and again at the Closing, in addition to other documents that may be required by the Commonwealth, the Proposer shall deliver fully completed and executed originals of the M.G.L c. 7 Disclosure Statement and MEPA Agreement in the forms attached hereto.
16. Any amendments to this PDA shall be in writing signed by both parties hereto.

Remainder of page intentionally blank. Signatures on following page.

[Signature Page Follows]

Executed as of this ____ day of _____, 2022.

Carol W. Gladstone, Commissioner

ACCEPTED AND AGREED:

By: _____

APPENDIX D: PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into by and between Seller and Buyer on the following terms and conditions:

1. REFERENCE DATA

DATE OF AGREEMENT: _____, 2022

SELLER or DCAMM: COMMONWEALTH OF MASSACHUSETTS
("Commonwealth"), acting by
and through its Division of Capital Asset Management
and Maintenance ("DCAMM")
One Ashburton Place, 15th Floor
Boston, Massachusetts, 02108

TEL NO: (857) 204-1588

FAX NO: (617) 727-5363

EMAIL:

ATTENTION:

With a copy to:

COMMONWEALTH OF MASSACHUSETTS, acting by
and through its Division of Capital Asset Management
and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts, 02108

TEL NO: (857) 204-1205

FAX NO: (617) 727-5363

ATTENTION: General Counsel

BUYER:

TEL NO: (____) _____

FAX NO: (____) _____

EMAIL: _____

ATTENTION: _____

PARTIES: Collectively, Seller and Buyer.

PROPERTY: The parcel known and numbered 36 Main Street, Brockton, Massachusetts, as shown on the plan entitled "_____" and dated _____, _____ (a copy of which is attached hereto as **Exhibit A**), and as identified in the Act, including any buildings, structures, and improvements and any fixtures belonging to Seller and located thereon.

PURCHASE PRICE: The agreed purchase price for the Property is nominal consideration of \$____ and other good and valuable consideration.

ACT: Chapter 362 of the Acts of 2020, a copy of which is attached hereto as **Exhibit B**.

CLOSING DATE: _____, _____, as the same may be extended or accelerated by Seller pursuant to Section 8 of this Agreement.

2. AGREEMENT

Seller agrees to sell, and Buyer agrees to buy, the Property upon the terms and conditions set forth in this Agreement, and consistent with the requirements of the Act. The Parties acknowledge and agree that the requirements Section 2 of the Act have been satisfied and that the Commissioner of DCAMM notified Buyer in writing of its intention to dispose of the Property on _____, _____, and Buyer responded with written notice to Seller of its interest of a conveyance of the Property on _____, _____, copies of which notices are attached hereto as **Exhibit C**.

3. TITLE DEED

The Property is to be conveyed by a good and sufficient Release Deed ("Deed"). Buyer acknowledges and agrees that the Deed shall convey such title as Seller may have to the Property, without any covenants and/or warranties and/or representations of title running to Buyer. Without limitation, the conveyance shall be subject to all matters of record and subject to applicable laws, rights and encumbrances including the following:

- a. Provisions of existing building and zoning and environmental laws and regulations;
- b. Existing rights in party walls which are not the subject of written agreement;
- c. Any liens for municipal betterments;
- d. Any taxes for the current fiscal year whether or not due and payable prior to the Closing Date;
- e. Easements, restrictions, reservations, encumbrances, utility lines, drainage rights and all other matters of record or otherwise shown on a survey plan of the Property, if any;
- f. Provisions of the Act.

4. PLANS

If the Deed refers to a plan necessary to be recorded and/or Seller requests a plan and metes and bounds description, Buyer, at its sole cost and expense, shall prepare and deliver such plan in form acceptable to Seller and adequate for recording or registration at the time of delivery of the Deed.

5. PURCHASE PRICE; BUYER RESPONSIBLE FOR CERTAIN COSTS

- A. The agreed Purchase Price for the Property is set forth in Section 1 above and shall be paid in accordance with the provisions of this Agreement on the Closing Date
- B. Buyer shall be responsible for all transaction costs and expenses ("**Transaction Expenses**") including, but not limited to, appraisals, surveys, plans, studies, filings and recording and any other expenses relating to the sale of the Property, as deemed necessary by Seller, in Seller's sole discretion, and shall be paid upon request of Seller, but in no event later than the Closing Date.

6. NO ADJUSTMENTS

No adjustments shall be made to the Purchase Price at closing for real estate taxes.

7. TIME FOR PERFORMANCE; DELIVERY OF DEED

- A. The Deed is to be delivered at 10:00 AM on the Closing Date above at the office of Seller, subject to Seller's rights under Section 8 below, unless otherwise agreed upon in writing by the Parties.
- B. On the Closing Date, Buyer shall execute, acknowledge and deliver to Seller such documents as may be reasonably requested by Seller in order to effect the sale and conveyance contemplated by this Agreement, including, without, limitation: (i) a Beneficial Interest Disclosure Statement in accordance with the requirements of M.G.L. Chapter 7C, Section 38, in the form attached hereto as **Exhibit E**; and a MEPA Agreement, in the form attached hereto as **Exhibit F**.

8. EXTENSION TO CONFORM OR ACCELERATION OF CLOSING

- A. If Seller shall be unable to give title or to make conveyance or to deliver possession of the Property, all as herein stipulated, then, at or before the time for performance hereunder, the Closing Date shall be extended to the date specified in Seller's written notice, but in no event more than one hundred eighty (180) days, with an additional extension for a *force majeure event* (for a like number of days due to the force majeure event), if needed, such as Acts of God, pandemics and other mass illnesses, labor availability and strife, and materials, equipment and supply delays and unavailability. The use of reasonable efforts by Seller shall not require the expenditure of any money by Seller whatsoever.
- B. If Seller is able to give title and to make conveyance and to deliver possession of the Property, all as herein stipulated, prior to ____, ____ then, in Seller's sole discretion, upon at least fifteen (15) days prior written notice, the Closing Date shall be accelerated to the date specified in the written notice by Seller.

9. FAILURE TO PERFECT TITLE OR DELIVER POSSESSION

If at the expiration of the extended time, Seller shall have failed to remove any defects in title, deliver possession, or make the Property conform to the terms of this Agreement, as the case may be, then all obligations of the Parties shall cease, and this Agreement shall be void without recourse to the Parties hereto, except that Buyer shall remain obligated to pay for all Transaction Expenses within thirty (30) days of termination. This payment obligation shall survive termination of this Agreement.

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 Property and to pay the Purchase Price and all Transaction Expenses, without deduction, in which case Seller shall convey such title to Buyer.

11. ACCEPTANCE OF DEED

The acceptance of the Deed by Buyer shall be deemed full performance and discharge of every agreement and obligation of Seller contained or expressed in this Agreement.

12. PROPERTY SOLD "AS IS"

Notwithstanding any other terms and conditions of this Agreement, the Property is being sold and delivered to Buyer "**AS IS**" "**WHERE IS**" and "**WITH ALL DEFECTS**" without any representations or warranties of any kind whatsoever; and Buyer acknowledges that it is buying the Property **AS IS, WHERE IS** and **WITH ALL DEFECTS** without any warranties or representations of any kind, whatsoever.

13. ENVIRONMENTAL RELEASE AND INDEMNIFICATION COVENANT

- A. Effective as of the Closing Date and to the extent allowed by applicable law, Buyer for itself and for its present and future interest holders and beneficiaries, officers, partners, directors, members, agents, employees, representatives, invitees, and for each of their respective heirs, successors and assigns, including without limitation each present and future buyer, ground lessee, and tenant of all or any portion or interest in the Property (collectively referred to as the "**Releasing Parties**"), hereby remises, releases and forever discharges DCAMM and the Commonwealth and each of their respective heirs, successors, assigns, employees, agents, representatives, and any person or entity that holds or held any interest in or otherwise has legal liability on account of its ownership or operation of the Property or any abutting property (collectively referred to as the "**Released Parties**") of, to, and from all Claims (as hereinafter defined) that the Releasing Parties, or any of them, have or may have, to the extent such claims arise out of, are connected with, or in any way relate to any Hazardous Materials (as hereinafter defined) that have (i) previously existed or then exist on or at the Property; (ii) been released at or from the Property to any abutting property; or (iii) migrated onto the Property from any abutting property (the "**Released Claims**"). Without limiting the generality of the foregoing release and as further clarification of the above, Buyer, for itself and for each of the Releasing Parties, acknowledges and agrees that the Released Claims include any and all Claims that the Releasing Parties, or any of them, may have at any time in the future against the Released Parties, or any of them, with respect to any migration or threatened migration of Hazardous Materials onto, within or from the Property and any abutting property. Each Releasing Party also agrees that such Releasing Party will not institute any action, suit, or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Released Party in any action, suit, or proceeding which has been or could be brought by or against any of the Releasing Parties to the extent the same relates to or arises out of any Released Claim.

In addition to, and not in lieu of, the release set forth above, Buyer further agrees, at its sole cost and expense to the extent allowed by applicable law, to defend, hold harmless and indemnify each of the Released Parties from and against any and all Claims and Costs (as hereinafter defined) relating to the Released Claims and/or any Hazardous Materials at or from the Property arising at any time and including, but not limited to, Claims and Costs as a result of any enforcement action or other Claim seeking or requiring removal, clean up or other mitigation of Hazardous Materials at and from the Property that is brought by any governmental authority with jurisdiction over such action or claim.

As used herein, the term "**Claims**" means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross-claims, contributions claims, indemnity claims, executions, judgments, losses,

penalties, obligations, and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. The term "**Costs**" shall include without limitation any and all fees, costs, disbursements and expenses (including but not limited to attorneys' and experts' fees, disbursements, and expenses, including such fees incurred in enforcing this Environmental Release and Indemnification Covenant) that may be imposed upon, incurred by, or asserted or awarded against the Released Parties in connection with any Released Claims.

As used herein, the term "**Hazardous Materials**" means and includes any and all material(s) or substance(s) defined or treated in any federal, state, or local law, statute, regulation, ordinance, order, by-law, code, or requirement, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., as amended ("**CERCLA**") (and its implementing regulations), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., as amended ("**RCRA**") (and its implementing regulations), the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E (and its implementing regulations), and the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C (and its implementing regulations), as posing potential risk to persons, property, public health, safety, or welfare or the environment or dangerous, toxic or hazardous, including without limitation any and all pollutants, contaminants, chemicals, wastes, lead paint, urea formaldehyde, polychlorinated biphenyls, asbestos, radioactive materials, explosives, carcinogens, oil, petroleum, petroleum products and any and all other wastes, materials, and substances which could lead to any liability, costs, damages, and/or penalties under any Legal Requirements (as hereinafter defined). The term "**Legal Requirements**" shall mean all past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation thereof, including, without limitation, all orders, decrees, judgments and rulings imposed through any public or private enforcement proceedings, relating to Hazardous Materials or the existence, use, discharge, release, containment, transportation or disposal thereof.

- B. The release and indemnification of environmental claims against DCAMM and the Commonwealth with respect to the Property as set forth in clause (A) shall be recited in the Deed along with the following additional language:

"The foregoing release and indemnification shall be recited in all subsequent deeds, leases, easements, mortgages and any other instrument evidencing a transfer of an interest in the Property. The foregoing release and indemnification shall run with the Property, inure to the benefit of DCAMM and the Commonwealth of Massachusetts, and shall bind all future purchasers, grantees, lessees, mortgagees and any other person holding an interest in the Property, and the successor and assigns of any of them. Grantee acknowledges and agrees for itself and for all subsequent holders of an interest in the Property, and the successors and assigns of any of them, that the receipt of the foregoing release and indemnification was a material inducement for the transfer of the Property by DCAMM and the Commonwealth of Massachusetts. Said transfer to the grantee was part of the Commonwealth of Massachusetts plan for the orderly redevelopment of the Property for productive use, and as such, the foregoing release and indemnification shall be deemed to touch and concern the land. By acceptance of a deed, lease, easement, mortgage or other instrument evidencing a transfer of an interest in the Property, grantee and every subsequent holder of an interest in the Property shall be deemed to have accepted the provisions of the foregoing release and indemnification."

- C. The parties agree that this covenant shall survive Closing and delivery of the Deed.

14. NO WARRANTIES AND REPRESENTATIONS BY SELLER

Unless specifically set forth in this Agreement: Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or representations previously made orally or in writing.

15. INSURANCE

Buyer acknowledges that Seller does not currently insure the Property, and that Seller shall not insure the Property between the Date of Agreement and the Closing Date.

16. NO CONTINGENCIES

Buyer acknowledges that this Agreement contains no contingencies affecting Buyer's obligation to perform other than those set forth in this Agreement.

16. DEPOSIT

All deposits made hereunder shall be held in escrow by the SELLER in an escrow account.

17. BUYER'S DEFAULT

If Buyer shall fail to fulfill any of Buyer's agreements herein, Seller shall be entitled to terminate this Agreement by notice to Buyer, whereupon Buyer shall reimburse Seller for all Transaction Expenses, and all obligations of Seller shall cease, and this Agreement shall be void without recourse to either of the Parties.

18. BUYER'S REPRESENTATION REGARDING BROKER

Buyer represents that it has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction. Buyer agrees to indemnify and hold harmless Seller for any claim made by any real estate broker in connection with this transaction, including, without limitation, all loss, costs and damages and Seller's reasonable attorney's fees.

19. NO LIABILITY OF COMMONWEALTH EMPLOYEES

No official, employee, agent or consultant of the Commonwealth or DCAMM shall be personally liable to Buyer or to any successor in interest or person claiming by or through Buyer of any default or breach of this Agreement, or for any amount which may become due or any claim, cause or obligation whatsoever under the terms of this Agreement. All claims against the Commonwealth or DCAMM shall be governed by the provisions of this Agreement and M.G.L. Chapter 258.

20. NOTICES

Any notice, request, demand, approval or consent given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be given by any of the following methods: (i) by delivery in hand or by reputable overnight express courier, (ii) by facsimile transmission, (iii) by email, or (iv) by United States certified mail, return receipt requested, postage prepaid, to the other party at the addresses set forth in Section 1 or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party to this Agreement. Notices given pursuant to clauses (i), (ii) and (iii) shall be deemed given when received. Notices given pursuant to clause (iv) shall be deemed given five (5) business days after being deposited in the United States Mail, postage prepaid, return receipt requested.

21. CONSTRUCTION OF AGREEMENT

This instrument (i) is governed by and construed for all purposes (without regard to Massachusetts law on choice-of-law) in accordance with the laws of the Commonwealth of Massachusetts, (ii) takes effect as a sealed instrument, (iii) sets forth the entire contract between the Parties, (iv) 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 (v) modified or amended only by a written instrument executed by both Seller and Buyer. This Agreement shall supersede any prior agreements (whether written or oral) by the Parties with respect to the Property and a conveyance, which agreements shall have no further force and effect upon the execution of this Agreement by Buyer.

The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. All legal actions brought in connection with this Agreement shall be brought within the Commonwealth of Massachusetts.

22. RELATIONSHIP OF PARTIES

It is the intention of these Parties to create the relationship of seller and buyer only, and no other relationship whatsoever. Nothing in this Agreement shall be construed to create a partnership or joint venture between the Parties, or to render either party liable for any of the debts or obligations of the other party.

23. TIME OF ESSENCE

It is agreed that time is of the essence of this Agreement.

24. WAIVERS

No delay or omission by either Seller or Buyer to exercise any right or power upon the occurrence of any noncompliance or failure of performance by the other party under the provisions of this Agreement shall be construed to be a waiver thereof. A waiver by either Seller or Buyer of any of the terms, covenants, conditions or agreements shall not impair any right or power or exercise of enforcement by said party in the future and shall not be construed as a waiver of any succeeding breach of any other term, covenant, condition or agreement contained herein.

25. BUYER AUTHORITY

Buyer represents and warrants to Seller that the signatory hereto on behalf of Buyer has the legal right, power and authority to enter into this Agreement and to bind Buyer to its performance hereunder, and that all necessary authorizations, appropriations (including, without limitation, the Purchase Price) and legal requirements for the effectiveness of this Agreement have been satisfied.

26. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

27. NO RECORDING

Buyer agrees not to record this Agreement or any notice hereof. If any such notice is recorded, Seller, at its option, may terminate this Agreement and may record a notice of such termination, which Buyer agrees will be legally binding upon Buyer, its successors and assigns.

EXECUTED UNDER SEAL as of the Date of Agreement.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER:

COMMONWEALTH OF MASSACHUSETTS, acting by and
through its Division of Capital Asset Management and
Maintenance

By: _____
Carol W. Gladstone, Commissioner

The undersigned certifies under penalties of perjury that I have fully complied with the provisions of
Sections 34 and 36 of Chapter 7C of the Massachusetts General Laws, to the extent applicable as
modified by the Act, in connection with the Property.

By: _____
Carol W. Gladstone, Commissioner

BUYER:

By: _____

Print Name: _____

APPENDIX E: QUITCLAIM DEED, DATED February 1, 2000, Book 18251, Pages 252-253

Mail: 2
Richard H. Golder
Marsh, Moriarty
One Bowdoin Sq
Boston, MA 02114

COMMONWEALTH OF MASSACHUSETTS
Release Deed

10266
Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
02 FEB 2000 11:40AM
RICHARD C. NEIBERT
REGISTER
Bk 18251 Pg 252-253

The INHABITANTS OF THE CITY OF BROCKTON with a mailing address of Mayor, Office of the Mayor, Brockton City Hall, 45 School Street, Brockton, Massachusetts, 02301, hereinafter "Grantor", notwithstanding Chapter 30B of the General Laws, as amended, and as authorized by Chapter 292 of the Acts of 1998, for good and valuable consideration paid pursuant to Chapter 292 of the Acts of 1998, the receipt and sufficiency of which is hereby acknowledged, does hereby release to the Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance (formerly the Division of Capital Planning and Operations) with a mailing address of One Ashburton Place, Boston, Massachusetts 02108, hereinafter "Grantee", on behalf of the Division of Employment Training, for public purposes, all right, title and interest of Grantor, if any, in that certain parcel of land and buildings thereon (the "Premises") in the City of Brockton, Plymouth County.

The Premises are located at now or formerly 36 Main Street in the City of Brockton, on the easterly side of Main Street, the south side of Franklin Street and the north side of Ward Street, shown as parcels 1 and 2 on "Plan of Land in Brockton, Massachusetts" dated January 4, 1982, drawn by C.A. Pickering Associates, Inc. (the "Plan"), recorded in the Plymouth Registry of Deeds in Plan Book 22, Plan 924, and is more particularly described by a line running as follows:

Beginning at a point of intersection of the easterly sideline of Main Street and the northerly sideline of Ward Street, said point being the southwest corner of said Premises;

Thence, northerly by the sideline of Main Street, a public way, a distance of sixty-five and sixty-eight hundredths (65.68) feet along the sideline of Main Street to a point;

Thence, turning to the right, easterly a distance of seventy-five (75) feet to a point;

Thence, turning to the left, northerly a distance of forty-five (45) feet, the last two (2) courses by land of John Nasios, as shown on said Plan, to a point within the sideline of Franklin Street;

Thence, turning to the right, easterly along Franklin Street, a public way, by three (3) courses for a distance of ninety-five and twenty-three hundredths (95.23) feet, seven and forty-one hundredths (7.41) feet, and seventy-two and fifty-six hundredths (72.56) feet to a point;

Thence, turning to the right, southerly for a distance of sixty and eighty-three hundredths (60.83) feet by land of Grantor to a point;

Thence, turning to the right, westerly a distance of seventy-four and five hundredths (74.05) feet to a point;

Thence, turning to the left, southerly a distance of sixty-five and eleven hundredths (65.11) feet, the last two courses by land of Alexander Bagas, Trustee, as shown on said Plan, to a point within the sideline of Ward Street;

Thence, westerly by the sideline of Ward Street, a public way, a distance of one hundred seventy-three and four hundredths (173.04) feet along the sideline of Main Street to the point of beginning.

The Premises being conveyed are described in a deed dated May 16, 1994 by Federal Deposit Insurance Corporation as Receiver of New Bank of New England recorded in said Registry in Book 12894, page 196.

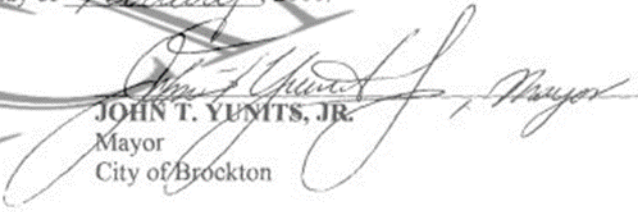
Meaning and intending to convey the Premises howsoever the same may be bounded and described and including any and all interests in the streets, roads and ways referred to in the above description, which may be held by Grantor.

The consideration for this Deed is a deed from the Grantee, pursuant to Section 1 of Chapter 292 of the Acts of 1998, of all Grantee's right, title and interests, if any, in and to that parcel of land and building at 25 White Avenue, further identified on the City of Brockton's Assessor's Map 111, Route 61, Parcel 373 and described in said Registry in Book 2761, Page 447 in the City of Brockton. Said deed from Grantee to the City of Brockton shall be simultaneously recorded herewith.

Use of the premises shall be for state office use and shall be under the care and control of the Division of Employment and Training.

This conveyance is made subject to and with the benefit of all rights, restrictions and easements of record, if any, in the Plymouth District Registry of Deeds insofar as the same remain in force and applicable.

IN WITNESS WHEREOF, the City of Brockton has caused these presents to be signed, sealed, acknowledged and delivered in its name and behalf by John T. Yunits, Jr., its duly elected and authorized Mayor on this 1 day of February, 2000.



JOHN T. YUNITS, JR.
Mayor
City of Brockton

Commonwealth of Massachusetts

Plymouth, ss.

February 1, 2000

Then personally appeared the above-named John T. Yunits, Jr., Mayor as aforesaid and acknowledged the foregoing instrument to be his free act and deed as said Mayor, before me


Patricia A. Florio
Notary Public

My commission expires: 3/25/2005

← END OF INSTRUMENT →

APPENDIX F: Proposal Cover Sheet

Proposal Cover Sheet

36 Main Street, Brockton Purchase and Redevelopment Proposal

Attached is a proposal submitted by _____,
dated _____, in response to the Request for Proposals ("RFP") dated August 3, 2022,
to purchase the property known as 36 Main /street, Brockton, Massachusetts.

Proposer agrees that all expenses related to the preparation of this proposal, including any costs related to any brokerage or third-party representation engaged by Proposer, are at the Proposer's sole expense. The Proposer has read, understands, and agrees to comply with the terms and conditions set forth in the RFP and Purchase and Sale Agreement attached to the RFP.

Financial Certification: The Proposer hereby represents to the Commonwealth of Massachusetts that its investment team will have the financial strength to close the sale with the Commonwealth in accordance with the terms and conditions of the Purchase and Sale Agreement and to redevelop the Property to completion.

Witness the execution hereof by the Proposer.

Signature

Date

Print Name: _____

Organization: _____

Address: _____

Telephone: _____

APPENDIX G: HOUSING FINANCE AND GRANT OPPORTUNITIES

Name	Website Link	Telephone #	Contact Info	Address
Affordable Housing Trust Fund (AHT)	https://www.mass.gov/service-details/affordable-housing-trust-fund-ahtf The purpose of the Affordable Housing Trust Fund is to support the creation or preservation of housing that is affordable to people with incomes that do not exceed 110% of the area median income, as defined by HUD.	(617) 573-1100		100 Cambridge St, Suite 300, Boston, MA 02114
Capital Improvement and Preservation Fund (CIPF)	https://www.mass.gov/service-details/capital-improvement-and-preservation-fund-cipf Capital Improvement and Preservation Fund (CIPF) is a state funded program that provides funds for the preservation of expiring use properties or for properties with expiring project-based rental assistance contracts.	(617) 573-1100		100 Cambridge St, Suite 300, Boston, MA 02114
Commercial Area Transit Node Housing Program (CATNHP)	https://www.mass.gov/service-details/commercial-area-transit-node-housing-program-catnhp Commercial Area Transit Node Housing Program (CATNHP) is a state funded bond program available to municipalities, non-profit and for-profit sponsors to support rental housing production or rehabilitation.	(617) 573-1100		100 Cambridge St, Suite 300, Boston, MA 02114
Community-Based Housing Fund Program (CBH)	http://www.mass.gov/hed/housing/affordable-rent/community-based-housing-cbh.html The Community Based Housing program provides funding for the development of integrated housing for people with disabilities, including elders, with priority for individuals who are in institutions, nursing facilities or at risk of institutionalization.	617-573-1303	Rachel E. Carlson, Department of Housing and Community Development	Rachel.carlson@state.ma.us

Facilities Consolidation Fund (FCF)	https://www.mass.gov/service-details/facilities-consolidation-fund-fcf Facilities Consolidation Fund (FCF) FCF provides funding for the development of community-based housing for clients of the Department of Mental Health (DMH) and the Department of Developmental Services (DDS).	(617) 573-1100		100 Cambridge St, Suite 300, Boston, MA 02114
Home Investment Partnership Program (HOME)	https://www.hud.gov/program_offices/comm_planning/affordablehousing/programs/home/ The HOME Investment Partnerships Program (HOME) provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people.			
Housing Innovations Fund (HIF)	https://www.mass.gov/service-details/housing-innovations-fund-hif The Housing Innovations Fund (HIF) is a state funded program for non-profit developers to create and preserve affordable rental housing for special needs populations. HIF provides funding for the production and preservation of alternative forms of affordable housing.	(617) 573-1100		100 Cambridge St, Suite 300, Boston, MA 02114
Housing Stabilization Fund (HSF)	https://www.mass.gov/service-details/housing-stabilization-fund-hsf The Housing Stabilization Fund (HSF) is a state funded program for municipalities, non-profit, or for-profit developers to support affordable rental housing production and rehabilitation.	(617) 573-1100		100 Cambridge St, Suite 300, Boston, MA 02114
MHP Home Funders	http://homefunders.org/how-we-work/ CEDAC provides technical assistance and early predevelopment, acquisition and bridge loans, while MHP provides long-term permanent financing. ... These additional sources typically include Low Income Housing Tax Credits, state bond programs and local public funding sources.	857-202-6217	Soni Gupta Executive Director	240 Newbury Street, 2nd floor Boston, MA 02116
Neighborhood Stabilization	https://www.hudexchange.info/programs/nsp/ The Neighborhood Stabilization Program (NSP) was established for the purpose of providing emergency assistance to stabilize communities with			

n Program (NSP)	high rates of abandoned and foreclosed homes, and to assist households whose annual incomes are up to 120 percent of the area median income (AMI).			
Tax Credit Assistance Program (TCAP)	<p>The Tax Credit Assistance Program (TCAP) is a Federal housing grant program administered by HUD which assists Low Income Housing Tax Credit (LIHTC) projects funded during 2007, 2008 and 2009. ...</p> <p>The program is designed to assist troubled LIHTC deals struggling to find a tax credit investor.</p>			
Tax Credit Exchange Program (TCX)	<p>The other form of assistance created pursuant to Section 1602 of ARRA is the Tax Credit Exchange Program (TCX) which allows housing credit agencies to exchange a certain portion of their 2009 Housing Credit allocation for cash assistance (valued at \$.</p>			
Transit-Oriented Development Infrastructure and Housing Support Program (TOD)	<p>https://www.mass.gov/service-details/smart-growth-smart-energy-toolkit-modules-transit-oriented-development-tod</p> <p>TOD creates mixed-use, higher density communities that encourage people to live, work and shop near transit services and decrease their dependence on driving.</p>			

APPENDIX H: BENEFICIAL INTEREST – DISCLOSURE STATEMENT

**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)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

**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:
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord

_____ Lessee/Tenant

_____ Seller/Grantor

_____ Buyer/Grantee

_____ Other (Please describe): _____

- (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):
- (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

**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)**

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.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

APPENDIX I: MEPA AGREEMENT FORM

MEPA AGREEMENT

The undersigned in partial consideration and as a condition to purchase of state-owned land, building, and any other improvements located at 36 Main Street, Brockton, Massachusetts (the "Property") acknowledges and agrees that if there is any work or activities proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("MEPA") regulations at 301 C.M.R. 11.00 et. seq. ("MEPA Regulations"), then prior to "Commencement of Construction" as defined under the MEPA Regulations, the undersigned shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. In any such filing, the fact that the Land was leased from the Commonwealth within five years of the commencement of lease shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land purchased from the Commonwealth extends to all aspects of the project undertaken on such land that are likely, directly or indirectly, to cause damage to the environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five years after the execution and delivery of the PSA agreement.

This agreement survives the delivery of the PSA and binds the undersigned and its successors and assigns.

Executed under seal

By _____

By: _____

Print Name: _____

Title: _____

Date: _____

Received By The Commonwealth of Massachusetts
Division of Capital Asset Management

By: _____

Print Name: _____

Title: _____

APPENDIX J: Form of EXCLUSIVE NON-EXCLUSIVE LICENSE /ACCESS AGREEMENT

COMMONWEALTH OF MASSACHUSETTS

NON-EXCLUSIVE LICENSE/ACCESS AGREEMENT TO ENTER ONTO STATE-
OWNED REAL PROPERTY FOR LIMITED SITE ASSESSMENT PURPOSES

This instrument is a nonexclusive License by and between the Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance ("Licensor") and _____ ("Licensee"), a

(check one)

____ Corporation Partnership
____ Sole Proprietorship
____ Not-For-Profit Corporation

____ Limited Partnership
____ Limited Liability Company
____ Other:

Whereas, Licensor is the owner of certain real property described herein as the "Licensed Premises";

Whereas, Licensor is responsible for the care, control and maintenance of the Licensed Premises;

Whereas, Licensee desires to enter upon the Licensed Premises for the limited purposes described in Section 3 of this License.

Now, Therefore, Licensor hereby grants such entry and use subject to the following terms and conditions:

1. REFERENCE DATA

Date of License: _____

Mailing Address of Licensor:

Division of Capital Asset Management
and Maintenance
One Ashburton Place, Room 1505
Boston, MA 02018
ATTN: Deputy Commissioner, Real
Estate
TEL NO. (617) 727-4050
FAX NO. (617) 727-5363

Mailing Address of Licensee: _____

ATTN: _____
TEL NO. _____
FAX NO. _____

Licensed Premises:	Described in Section 2 and shown on the plan ("Plan") attached as Exhibit A
Permitted Uses:	Described in Section 3 and Exhibit B
Term of License:	From: _____ To: _____ 90 days commencing on the date of this License
Consideration to be Paid by Licensee:	Reports as defined in Section 3

2. LOCATION OF LICENSED PREMISES

Entry and use are limited to the following real property ("Premises"), as shown on the plan attached to this License as Exhibit A:

36 Main Street, Brockton, MA

Licensee's employees, agents and contractors shall have, as appurtenant to the License hereby granted, the non-exclusive use, in common with others entitled thereto, of any sidewalks, and entrances and exits from public streets and highways serving the Licensed Premises for the period of this License only and solely for the purposes of access and egress to undertake the Permitted Uses (defined in Section 3).

3. PURPOSE AND USE

The rights of Licensee under this License shall be exercised solely for the following purposes (the "Permitted Uses"):

To enable Licensee to enter upon the Licensed Premises to perform an environmental site assessment comprised of the work described in the Scope of Work attached to this License as Exhibit B. Licensee shall also provide a detailed work plan, satisfactory to the Licensor, for all work described in the Scope of Work and in compliance with the requirements of the Special Conditions attached as Exhibit D.

In partial consideration for this License, complete originals of all "Report" (as defined below) shall be provided promptly by Licensee to Licensor for its use and reliance promptly upon their preparation and, at Licensor's sole discretion, may be used and relied upon by and distributed by Licensor to any other state agencies and authorities and to third parties. Licensee shall include in its contractual engagements with all contractors and agents performing investigations on the Licensed Premises provisions authorizing the foregoing distribution and reliance on all Reports prepared by such contractors and agents.

As used in this License, "Report" shall mean and include any and all documentation relating to the Permitted Uses under this License, whether produced by Licensee or any of its contractors, agents, employees, representatives or invitees or by any other person or entity for Licensee, including without limitation, any reports, letters or memoranda produced under the Scope of Work, any test data and any inspection reports. Nothing in this License shall be construed to create an agency or joint venture relationship between Licensors and Licensee.

4. CONDITION OF LICENSED PREMISES

Licensee acknowledges and agrees for itself and its contractors, agents, employees, representatives and invitees that (i) Licensee accepts the Licensed Premises in "as is" condition; (ii) Licensors are under no obligation to make any repairs, renovations, or alterations to the Licensed Premises; and (iii) Licensors have made no representations or warranties regarding the fitness of the Licensed Premises for Licensee's intended purpose or use.

5. TERM

The Term of this License shall be as specified in Section 1 of this License, unless otherwise terminated earlier in accordance with the terms of Section 17.

The term of this License may be extended at Licensors' sole option exercised by Licensors only by an express prior written extension executed by Licensors.

6. HOURS OF OPERATION

During the term of this License, Licensee shall be permitted to undertake the Permitted Uses at the Licensed Premises during the following times only:

Weekdays: From ____ To ____

and only after giving Licensors at least three (2) business days (excluding Saturdays, Sundays, and State and Federal holidays) advance notice including: (i) the date and time when Licensee or its contractors, agents, employees, representatives or invitees will enter the Licensed Premises; (ii) a description of the work within the Permitted Uses to be performed at that time; and (iii) an itemization of any equipment and vehicles to be used on the Licensed Premises at that time.

7. PERMITS

This License and all rights of Licensee hereunder are specifically dependent upon the issuance to Licensee and its contractors, agents, employees, representatives and invitees of all permits, licenses and approvals required to undertake the Permitted Uses at the Licensed Premises in accordance with all applicable laws, regulations and governmental requirements, from those governmental authorities having jurisdiction. It

shall be the responsibility of Licensee to obtain any such permits, licenses and approvals, at Licensee's sole cost and expense prior to Licensee's undertaking the Permitted Uses. In the event Licensee or its contractors, agents, employees, representatives or invitees is refused any such permit, license or approval, this License shall be immediately null and void, with no further obligations by either party to perform, except for Sections 11, 12, 13 and 14 below. If any such permit, license or approval is revoked, adversely amended or cancelled during the term of this License, it shall be cause for terminating this license immediately as set forth in Section 17(C) hereof. In the event Licensee's scope of work includes any digging on Commonwealth property, Licensee shall comply with the Massachusetts "Dig Safe" law and regulations (M.G.L. Chapter 82, sections 40-40E and 220 CMR 99.00, et. seq.).

8. ALTERATION OF THE LICENSED PREMISES

Licensee shall make no alterations or improvements upon the Licensed Premises except as may be specifically permitted in the Scope of Work attached as Exhibit B. Any alterations or improvements made by Licensee shall be made in accordance with the terms and conditions established by Licensor, which may include prior approval of plans, insurance coverage, and a requirement that Licensee remove any or all of its alterations or improvements upon the expiration or earlier termination of this License. All such alterations or improvements remaining upon the Licensed Premises after the expiration or termination of this License shall be subject to the provisions of Section 11 hereof.

9. LICENSEE'S EQUIPMENT

Licensee may bring such vehicles and other equipment upon the Licensed Premises as would ordinarily and reasonably be necessary to undertake the Permitted Uses on the Licensed Premises, subject to the requirements of Section 6 above.

10. UTILITIES

This License specifically excludes the right to use any utilities serving the Licensed Premises.

11. CONDUCT OF LICENSEE

- A. Non-interference with Licensor's Operations. Licensee shall at all times conduct itself so as not to interfere in any way with the use of the Licensed Premises by the Licensor. Licensee agrees to observe and obey all directives given by duly designated personnel of Licensor. Licensee further agrees to use commercially reasonable efforts so as not to interfere in any way with the operations of abutters to the Licensed Premises.

- B. Compliance With Laws. Licensee and its contractors, agents, employees, representatives and invitees shall at all times operate and perform the Permitted Uses in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, and requirements of governmental authorities and with all requirements of its insurance policies.
- C. Repair of Damage. Licensee shall neither cause nor suffer any waste of the Licensed Premises, and prior to the expiration of this License or immediately upon termination of this License, Licensee shall restore the Licensed Premises to its condition prior to Licensee's undertaking the Permitted Uses. Licensee shall perform the work in the Scope of Work and shall undertake the Permitted Uses in a good professional and workmanlike manner, and shall ensure that the Licensed Premises subject to its use are in good order at all times. Licensee's responsibilities shall include, but not be limited to, the repair of any and all damage to the Licensed Premises whether resulting from acts of vandalism or the intentional or negligent acts of the Licensee or others, but excluding damage or breakage caused by employees, agents or invitees of the Licensors. All repairs made by Licensee shall be performed in a manner satisfactory to Licensors. Licensors shall have the option to make such repairs and restoration for the account of Licensee, in which event Licensee shall reimburse Licensors for any and all costs incurred by Licensors to make such repairs and restoration. Payment shall be made by Licensee within ten (10) business days after written demand by Licensors.
- D. Security. Licensee shall be solely responsible, at its sole costs and expense, for the safety and security of Licensee and all its contractors, agents, employees, representatives and invitees and their respective property.
- E. Cost of Operations. Licensee shall be solely responsible for any and all costs and expenses, damages, and liabilities associated with the exercise of its rights under this License and its operations and use of the Licensed Premises.
- F. Operations Limited to Permitted Uses. Licensee shall not conduct, nor permit any of its contractors, employees, agents, representatives or invitees to conduct, any operations or business upon or use of the Licensed Premises except for the Permitted Uses under Section 3 of this License.
- G. Hazardous Materials. Without limiting any of Licensee's obligations under this or any other Section of this License, Licensee agrees that it shall not cause any "hazardous materials" (as defined below) to be used, generated, stored or disposed of on, under or about, or transported to,

from or through the Licensed Premises, except for soil, groundwater or any other material originating on the Licensed Premises and removed from the Licensed Premises by Licensee as required for the Permitted Uses (e.g., drill cuttings and soil samples). Licensee assumes full liability and responsibility for such soil, groundwater or other material removed from and not replaced on the Licensed Premises including, but not limited to, responsibility for ensuring that the handling, treatment, transport, storage and/or disposal of these materials is properly and safely performed according to all applicable federal, state, and local laws, regulations and governmental requirements.

If Licensee's use of the Licensed Premises results in the need for a response action under applicable environmental laws, Licensee shall immediately notify Licensor by calling the General Counsel at (857) 204-1205. Without limiting any other provision of this License, completion of any such response action shall be the sole responsibility of Licensee, shall be performed in accordance with applicable environmental laws at Licensee's sole expense, and shall not be performed without the prior approval of Licensor unless an emergency situation exists and approval cannot be obtained. Licensor reserves the right to supervise Licensee's contractor(s) implementing any such response action, and all submittals required to be made to any regulatory agency must be reviewed and approved by Licensor. Licensee shall not be responsible for the mere discovery of pre-existing conditions on the Licensed Premises except to the extent Licensee's use exacerbates such condition. This License shall not constitute any admission of liability or responsibility by Licensee for any contamination conditions on the Licensed Premises preexisting this License and not actually caused or exacerbated by Licensee, and shall be without prejudice to each party's respective rights and remedies to claim and recover reimbursement, in whole or in part, from any entity other than a party hereto.

For the purposes of this License, "hazardous materials" shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances", "hazardous wastes", "hazardous materials", "oil" or "asbestos" in any federal or state statute concerning hazardous materials now or hereafter enacted, including all regulations adopted or publications promulgated thereunder.

- H. Surrender of Licensed Premises. Upon the expiration or earlier termination of this License, Licensee shall immediately vacate and surrender the Licensed Premises to Licensor. Licensee also shall remove all of its property from the Licensed Premises and restore the Licensed Premises to the condition the Licensed Premises were in at the commencement of this License, reasonable wear and tear excepted, and subject further to any obligation Licensee may have hereunder to make repairs or

improvements to the Licensed Premises. Upon agreement of the parties, Licensee may abandon all or part of its property in place. In the event any of Licensee's personal property remains on the Licensed Premises after the expiration or earlier termination of this License without a written agreement between the parties, said property shall be deemed abandoned and may be retained by Licenser without any compensation to Licensee, or may be removed and either stored or disposed of by Licenser at the sole cost and expense of Licensee.

12. INDEMNIFICATION

Licensee accepts complete liability for the acts, omissions and negligence of the Licensee and its officers, directors, partners, owners, agents, contractors, employees, representatives and invitees while present upon the Licensed Premises or while exercising Licensee's rights hereunder. Without limiting the foregoing or any other provision of this License, Licensee shall be responsible for the proper handling, transportation, treatment, storage and disposal of any soil, water, asbestos or other materials removed or disturbed during the performance of any Permitted Uses under this License and for any condition exacerbated or created as a direct or indirect result of the performance of any such Permitted Uses. Licensee agrees to indemnify, save and hold harmless Licenser and the Commonwealth of Massachusetts, and its officers, employees, affiliates and representatives from any and all liabilities, claims, losses, injuries, actions, damages, penalties, costs or expenses arising from or on account of any breach by Licensee or its contractors, agents, employees, representatives or invitees of the terms and conditions of this License or any negligence, gross negligence or intentional misconduct or acts or omissions of Licensee or its contractors, agents, employees, representatives or invitees in connection with or in the carrying out of the Permitted Uses or any other activities pursuant to this License or at the Licensed Premises. This indemnity and hold harmless agreement includes indemnity against all costs, expenses and liabilities including, without limitation, court costs, legal fees, and response costs in connection with any such injury, loss, damage or liability or any such claim, or any proceeding brought thereon or in defense thereof.

13. RISK OF LOSS

Licensee agrees that it shall use and occupy the Licensed Premises at its own risk, and the Licenser shall not be liable to Licensee or its contractors, employees, agents, representatives or invitees, for any injury or death to persons, loss or damage to vehicles, equipment, fixtures, or other personal property of any nature whatsoever of the Licensee or of its contractors, employees, agents, representatives or invitees, or of anyone claiming by or through any of them that are brought upon the Licensed Premises or used in connection with Permitted Uses or, without derogating from Section 3, any other uses of the Licensed Premises by anyone other than Licenser and its contractors, agents, employees and representatives. Without limiting the foregoing, Licenser shall have no liability to Licensee for any injury, loss or damage caused by any act of Licensee's invitees or members of the general public.

14. INSURANCE

Without in any way limiting Licensee's liability hereunder, Licensee shall, and shall cause its subcontractors to, obtain and maintain during the full term of this License and for a reasonable time thereafter at least equaling any applicable statute of limitations period where necessary to provide coverage for claims asserted based on events occurring during the term of this License, at its sole cost and expense, the following insurance in form and with underwriters satisfactory to the Licensors:

- A. Comprehensive public liability insurance insuring the Licensee against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon or about the Licensed Premises. Such insurance shall be written on an occurrence basis to afford protection in the amount of not less than three million dollars \$3,000,000 combined single limit for personal and bodily injury and death and for property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring the performance by Licensee of the indemnity agreement set forth in Section 12 of this License.
- B. Automobile Bodily Injury and Property Damage Liability Insurance in an amount not less than the compulsory coverage required in Massachusetts. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of the activities under this License. The limits of liability of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence for Property Damage and two million dollars (\$2,000,000) combined single limit.
- C. Workers compensation insurance, including occupational disease benefits, covering Licensee's employees upon the Licensed Premises in such amounts as are required by law.
- D. Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease.
- E. Professional/Environmental Impairment Liability Insurance including coverage for environmental contamination, bodily injury and/or property damage arising out of acts, errors and omissions of Licensee or its contractors, employees or agents in the performance of the Permitted Uses or any other activities or failures to act at or with respect to the Licensed Premises in the amount of one million dollars (\$1,000,000) for each claim and three million dollars (\$3,000,000) in the aggregate. Coverage includes, without limitation, claims based upon or arising out of underground storage tanks. Notwithstanding any contrary provisions of the first paragraph of this Section 14, said Professional/Environmental Impairment Liability Insurance may be written on a "claims made" basis provided that the insurance coverage is maintained during the full term of this License and for a reasonable time thereafter at least equaling any applicable statute of limitations period, as necessary to provide coverage for claims asserted arising from or based on events occurring during the term of the License.
- F. Such other types of insurance and in such amounts as Licensors may, from time to time, require in its reasonable judgment. The insurance coverage required by

this Section shall be standard policies written on an occurrence basis, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, except for the Professional Liability policy, which is written on a claims-made basis. Said insurance policy or policies shall name the Commonwealth of Massachusetts as an additional insured and first loss payee, as appropriate, and shall contain a provision stating that such coverage shall not be cancelled, reduced or otherwise materially altered without at least thirty (30) days prior written notice to the Licensors. Certificates of Insurance showing such insurance coverage as required by this Section are attached to this License as Exhibit C. Licensors reserves the right to request copies of the full insurance policies required hereunder. In the event Licensee fails to obtain any of the insurance coverage required by this Section 14, or if any of the required insurance policies is cancelled, it shall be grounds for immediate termination of this License as provided in Section 17(C) of this Agreement.

The insurance specified above (except for Worker's Compensation Insurance) shall contain waivers of subrogation in favor of Licensors and the Commonwealth of Massachusetts and provide that said insurance is primary coverage with respect to Licensee's activities hereunder.

Licensee hereby waives and relinquishes, and agrees to cause all its subcontractors to waive and relinquish, any right of subrogation it might have against Licensors and the Commonwealth of Massachusetts on account of any claim caused in whole or in part by any negligent or wrongful act or omission of Licensors or of any other agency of the Commonwealth. Licensee further agrees that it will require its insurers and its subcontractors' insurers (except for Worker's Compensation Insurance) to likewise waive and relinquish such subrogation rights and furnish evidence of waiver to Licensors.

Licensee further waives and relinquishes, and agrees to cause its subcontractors' insurers to waive and relinquish, any right of subrogation they may have against the Licensors and the Commonwealth under the provisions of the Worker's Compensation Act in Massachusetts to the full extent possible under Licensee's and its subcontractor's worker's compensation insurance policies.

15. ASSIGNMENT

The Licensee shall not sell, assign, sublet, mortgage or transfer any interest in this License or any part of the Licensed Premises without obtaining, in each instance, the prior written consent of Licensors, which consent may be withheld for any reason or for no reason, or granted upon such conditions as Licensors shall determine, all in its sole discretion.

16. RIGHTS OF LICENSOR AND AGENCY TO ENTER

The Licensors reserves the right and the Licensee shall permit the Licensors and all representatives of the Commonwealth of Massachusetts, and their contractors, agents,

employees, and invitees to enter upon and use the Licensed Premises at any time for any and all purposes at Licensors's discretion.

17. TERMINATION

This License shall expire on the date specified in Section 5, unless extended in compliance with the terms of this License and all other requirements of law, or unless terminated earlier under the following conditions:

- A. Without Cause. Either Licensee or Licensors may terminate this License by giving written notice to the other party at least ten (10) calendar days prior to the effective date of termination stated in the notice.
- B. For Cause. If, in the opinion of Licensors, Licensee fails to fulfill its obligations, Licensors may terminate this License by giving written notice to the Licensee at least five (5) calendar days before the effective date of termination stated in the notice. The notice shall specify in reasonable detail the nature of Licensee's breach. The notice may also state a period during which the breach may be cured by Licensee, provided that such period shall expire on or before the termination date stated in the notice. In the event the Licensee is given an opportunity to cure its breach (which shall be within the sole discretion of Licensors) and Licensee fails to complete such cure to the satisfaction of Licensors within the cure period, this License shall come to an end on the termination date stated in the notice.
- C. Emergency. In the event Licensors determines that it is necessary to terminate this License or suspend Licensee's rights hereunder immediately in order to prevent injury or damage to persons or property, including, without limitation, the interest of Licensors or the Commonwealth of Massachusetts in the Licensed Premises, or to protect state or federal funds, Licensors may terminate this License or suspend Licensee's rights hereunder by providing written notice to Licensee stating the grounds for said termination or suspension. Said notice may be given in the form of a telegram, mailgram, hand-carried letter, "fax" or other reasonable written means, and this License shall be terminated or suspended, as the case may be, upon delivery of said notice to Licensee.

In the event this License is terminated in accordance with any of the provisions of this Section 17, this License shall come to an end as fully and completely as if the term had expired on the date set forth in Section 5, and Licensee shall vacate and surrender the Licensed Premises as provided in Section 11. Upon the expiration or earlier termination of this License, Licensors may, immediately or at any time thereafter, enter upon the Licensed Premises or any part thereof and expel the Licensee and those claiming through or under the Licensee and remove their effects, forcibly, if necessary, which remedy shall be without prejudice to any other remedies which Licensors may have for breach of this License by Licensee.

In the event this License is terminated by Licensors in accordance with any of the provision of this Section 17, Licensee shall not be relieved of liability to Licensors for the

consideration to be paid under Section 3 or for any injury or damage sustained by Licensor as a result of a breach by Licensee of any of the terms or conditions of this License, whether occurring before or after such termination. The provisions of Sections 11 and 12 of this License shall survive the expiration or termination of this License in any event. Licensee expressly waives any right to damages related to such termination, including incidental or consequential damages.

18. NO ESTATE CREATED

This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, or any interest in real property. This License creates only a revocable contract right as herein described, and Licensee shall have no right to require specific performance of the obligations of Licensor hereunder.

19. NON-DISCRIMINATION

Licensee shall not discriminate against any employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to Licensee, nor shall Licensee deny any person access to the Licensed Premises or to any activities or programs carried out pursuant to this License because of the race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Licensee shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment.

20. NOTICE

All notices or other communications required or permitted to be given under this License shall, unless otherwise expressly permitted hereunder, be in writing, signed by a duly authorized representative of the party giving the notice and shall be given by hand delivery, Federal Express, or other reputable overnight delivery service or mailed by United States certified mail, postage prepaid, return receipt requested. Such notices shall be sent or addressed to Licensor and Licensee at the addresses set forth in Section 1. Licensor or Licensee may, by notice given hereunder, at any time and from time to time, designate a different address or "FAX" number to which notices shall be sent. Notices served as aforesaid shall be deemed given for all purposes (i) on the date shown on the receipt for such delivery or (ii) as of the date such notice was sent in the event notice is given by "FAX" or if delivery is refused or acceptance could not be obtained.

21. MISCELLANEOUS PROVISIONS

A. This License may not be modified except in writing, duly executed by both parties.

B. This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License. Licensee, its employees, officers, or agents are not authorized to bind or

involve Licensor or the Commonwealth of Massachusetts in any contract or to incur any liability for or on the part of the Licensor or the Commonwealth of Massachusetts.

C. If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this agreement shall be enforced to the fullest extent permitted by law.

D. No consent or waiver, whether express or implied, by Licensor to or of any breach of the terms of this License by Licensee shall be construed as a consent or waiver to or of any other breach. No waiver of any breach or default or other indulgences shall be effective unless expressed in writing by Licensor.

E. The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions hereof.

F. Prior to exercise by any of Licensee's contractors of any rights hereunder, a duplicate conformed copy of this License concurred in by such contractors shall be provided to Licensor and such contractors shall provide the same indemnity to Licensor and the Commonwealth of Massachusetts as specified in Section 12, above.

G. No official, employee or consultant of the Commonwealth of Massachusetts shall be personally liable to Licensee or to any person claiming under or through Licensee for or on account of any alleged breach of this License, or for any act, failure to act or other matter arising out of the execution of this License or the performance of Licensor's obligations hereunder. This License shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

H. This License is to take effect as a sealed instrument.

The following exhibits are made a part of this License for all purposes:

- Exhibit A Plan of Licensed Premises
- Exhibit B Scope of Work and Detailed Work Plan
- Exhibit C Insurance Certificate(s)
- Exhibit D Special Conditions

[Balance of Page Intentionally Blank]

AGREED AND ACCEPTED

LICENSEE: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

LICENSOR: DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form by Division of Capital Asset Management and Maintenance Office
of the General Counsel

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A

Plan of Licensed Premises

Exhibit B

Scope of Work and Detailed Work Plan

Exhibit C

Insurance Certificates

Exhibit D

Special Conditions

NOTE: These standard special conditions may apply to test bore sampling and monitor wells. Licensee must always verify with Licensor in advance to determine if these (or other) conditions are appropriate for the specific use in the specific location.

1. All samples are to be collected, managed, and analyzed in accordance with the applicable laboratory methods, including required QA/QC samples and preservatives.
2. All test boring locations in landscaped areas shall have the backfill tamped into the hole and that excess soil be placed above the hole. Potential settlement must be minimized to avoid pedestrians from being hurt.
3. Monitoring wells shall be flush mounted and OPS coordinates provided to the Commonwealth.
4. The Commonwealth shall receive a set of monitoring well keys.
5. All cuttings and development water shall be properly drummed and Licensee's contractor will sample for COMM 97 parameters. If the COMM 97 results exceed the MCP SI reportable concentrations, DCAMM will properly dispose of the materials. If the materials are less than S1 Reportable concentrations, DCAMM will dispose of the clean material on- site. This section supersedes anything to the contrary contained in Section 11 of this License.
6. Copies of all boring logs, monitoring well logs, groundwater elevation gauging, field parameters, and analytical data to be provide to DCAMM with 30 days of the end of field work.
7. Licensee shall at all times keep its worksite safe from surrounding pedestrian and vehicular traffic.
8. Others to be determined based on Scope of Work.

APPENDIX K: Downtown Brockton Urban Revitalization Plan

Downtown Brockton

Urban Revitalization Plan

Prepared pursuant to Mass. Gen. Laws Ch. 121B

Prepared for:

Mayor Bill Carpenter

Brockton Redevelopment Authority

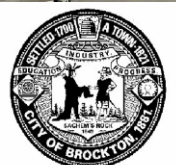
City of Brockton Department of Planning and Economic Development

*Supported by a Transformative Development Initiative grant
from MassDevelopment and by the City of Brockton*

By: A.G. Jennings, LLC
with Stantec

Approved by vote of Brockton City Council May 9, 2016

Submitted to Massachusetts DHCD for Final Approval





Downtown Brockton Urban Revitalization Plan

Prepared for:

The Honorable Mayor Bill Carpenter

Brockton Redevelopment Authority Board

Gerald Smith, Chairman

Joseph Goncalves

Suzanne Fernandes

Eugene Marrow

Philip Griffin

Citizen's Advisory Committee

Jimmy Pereira, Chair

Janet Trask

Nelson Fernandes

Jason Barbosa

Frank Gurley

Anthony Fowler

Brockton Redevelopment Authority

Robert Jenkins, Executive Director

Xue Sherry Zou, Community Development Director

Michelle P. Chisholm, Housing Program Specialist

City of Brockton Department of Planning and Economic Development

Rob May, CEcD, Director

*Supported by a Transformative Development Initiative grant
from MassDevelopment and by the City of Brockton*



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Downtown Brockton Urban Revitalization Plan

Compliance checklist, requirements of Mass. Gen. Laws Ch. 121B and Regulations

- € Four copies of this Urban Revitalization Plan (one original and three copies).
- € Requisite Municipal Approvals (Appendix H). Evidence of a public hearing and the requisite municipal approvals specified in M.G.L. c. 121B, § 48 and 760 CMR 12.02.
- € Planning Board must find that the URP is based upon a local survey and conforms to a comprehensive plan for the locality as a whole. (MGL c.121B, § 48).
- € Public hearing notice to be sent to Massachusetts Historical Commission.
- € An opinion of legal counsel to the Brockton Redevelopment Authority certifying that the proposed Urban Revitalization Plan is in compliance with applicable laws.



Downtown Brockton Urban Revitalization Plan

Introduction and Overview

This Downtown Brockton Urban Renewal Plan, referred to in this document as an Urban Revitalization Plan, was prepared pursuant to Mass. Gen. Laws Ch. 121B and 760 CMR 12.00. It is submitted on behalf of the Brockton Redevelopment Authority (the “BRA”) with their unanimous approval on January 6, 2016 to the Brockton City Council and the Massachusetts Department of Housing and Community Development (“DHCD”) for approval and action.

If approved by the City of Brockton, this Urban Renewal Plan will be submitted to the Secretary of the Massachusetts Department of Housing and Community Development (“DHCD”) for approval. Upon DHCD approval, the BRA will be authorized to proceed with implementation of this Urban Renewal Plan. Plan implementation is proposed to proceed in three phases, over the course of approximately ten years, with additional public actions identified for which the timing is not specifically programmed. These non-programmed public actions may proceed within the first ten years, after ten years, or may not occur because of future private development that may occur on the subject properties.

The City of Brockton, acting by and through the Brockton Redevelopment Authority, in accordance with the powers granted by Chapter 121B of the Massachusetts General Laws, as amended, and in recognition of the need to remove certain decadent conditions in the downtown section of the city, has caused this Urban Renewal Plan (URP) to be created for the 65.8 acre Urban Revitalization District, bounded to the west by Warren Avenue, to the north by Pleasant Street, to the east by Commercial Street and the railroad tracks, and to the south by West Elm Street and Crescent Street, as shown on the District Map, (Map 1-A).

The Brockton Downtown Urban Revitalization Plan proposes to build a strong, diverse, attractive downtown that can establish itself as a major economic force in the city and the metro south region. Redevelopment proposed pursuant to this URP will remove the decadent conditions that exist, and revitalize and stabilize the Urban Revitalization Area through a combination of strategic public action and incentives for private enterprise.

This Urban Revitalization Plan serves in part as an implementation mechanism for the strategies identified in the recently completed Brockton Downtown Action Strategy (“Action Strategy”), which identifies ways in which Brockton can attract new businesses and residents that contribute to the financial viability of the City, increase the vibrancy of downtown, and attract a broader socio-economic mix of residents and businesses.

A series of core action strategies are identified in that plan to accomplish this vision for the downtown:

- ◇ Increase residential density downtown to support economic revitalization
- ◇ Re-establish the feel of a vibrant downtown by increasing amenities.
- ◇ Continue to improve public safety and to boost the perception of safety.



Downtown Brockton Urban Revitalization Plan

- ◇ Continue efforts to create a Downtown Brockton Higher Educational Collaborative that will provide a seamless and supportive environment for high school completion, workforce-skills training; and degree programs.
- ◇ Encourage entertainment venues and cultural organizations to locate downtown.
- ◇ Promote diversity of community by helping ethnic restaurants, boutiques, and food stores to locate downtown.
- ◇ Actively target new small-business entrepreneurs such as co-working spaces, breweries and small-batch distilleries, maker spaces, and pop-up retail locations that create opportunities for entrepreneurs.
- ◇ Improve transportation connectivity, both within downtown and between downtown and the rest of Brockton.
- ◇ Upgrade downtown's infrastructure including sewer, water, drainage, electrical and high speed fiber.
- ◇ Launch a new marketing campaign for downtown.

The Action Strategy identifies a series of catalytic development projects – projects whose construction can encourage and inspire other projects and spread revitalization success throughout downtown in the first years following adoption of the Urban Revitalization Plan. In fact, it is anticipated that, drawing from Downtown Brockton's inherent locational strengths, and building on prior and ongoing downtown investment, the scale and quality of investment that can be realized through implementation of this URP will generate benefits for those who will invest – and for those who are already invested – in Downtown Brockton.

If the URP were to be fully implemented, it would bring well more than \$100 million in private investment to several long underutilized and vacant sites. Because the City of Brockton has previously established a District Improvement Financing ("DIF") District in this location, this private investment would generate up to \$81 million in available DIF funds over 30 years (including underlying District inflation), a portion of which would be put toward URP implementation. Construction of 631 new housing units permitted under the City's 40R Smart Growth Zoning District, adopted in 2007, would yield an additional \$1,893,000 in 40R Density Bonus payments. Half of these 40R funds are identified as a funding source for URP implementation.

Section 12.02(5) describes the consistency of the URP with prior public plans, other regional plans and policies, as well as the Commonwealth's Sustainable Development Principles, and with the revitalization goals resulting from a public process involving the Brockton community.

There are no known impediments in the project area from wetlands, floodplains, hazardous wastes or soil conditions. Any unanticipated hazards that may be encountered during construction will be addressed properly and in full accordance with applicable laws and regulations.



Downtown Brockton Urban Revitalization Plan

Approval of the Downtown Brockton Urban Revitalization Plan will empower the BRA to take public actions in support redevelopment. Separate approval of a District Improvement Financing Program, anticipated to be taken up by the City Council concurrent with its consideration of this URP, will allocate future DIF Tax Increment resulting from new development and redevelopment toward public infrastructure improvements to the benefit of the City of Brockton and the Commonwealth of Massachusetts. Additional Public Actions will be supported by other revenue sources identified in the Financial Plan.

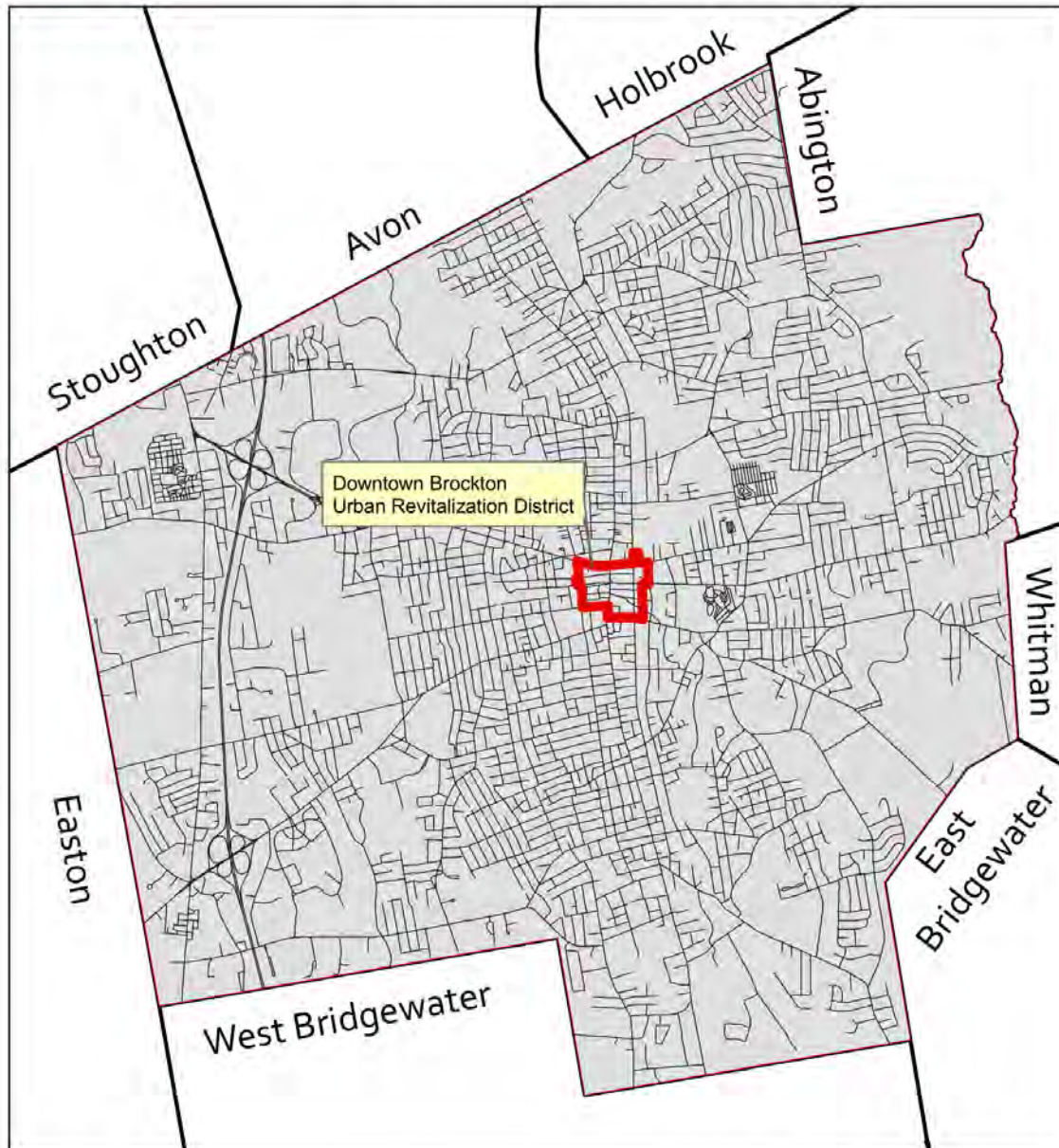
These development projects will bring new life and vitality to Brockton's downtown, and will have a transformative impact on the project area. To accomplish the necessary financing and land assembly, the success of this effort will require the authority granted by Mass. Gen. Laws Ch. 121B.



Downtown Brockton Urban Revitalization Plan



Brockton Urban Revitalization Plan Map 1 Overview of Project Area



0 0.5 1 2 Miles



Urban Renewal Plan Locus
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb, AICP; A. G. Jennings LLC.
Data source: MassGIS, City of Brockton

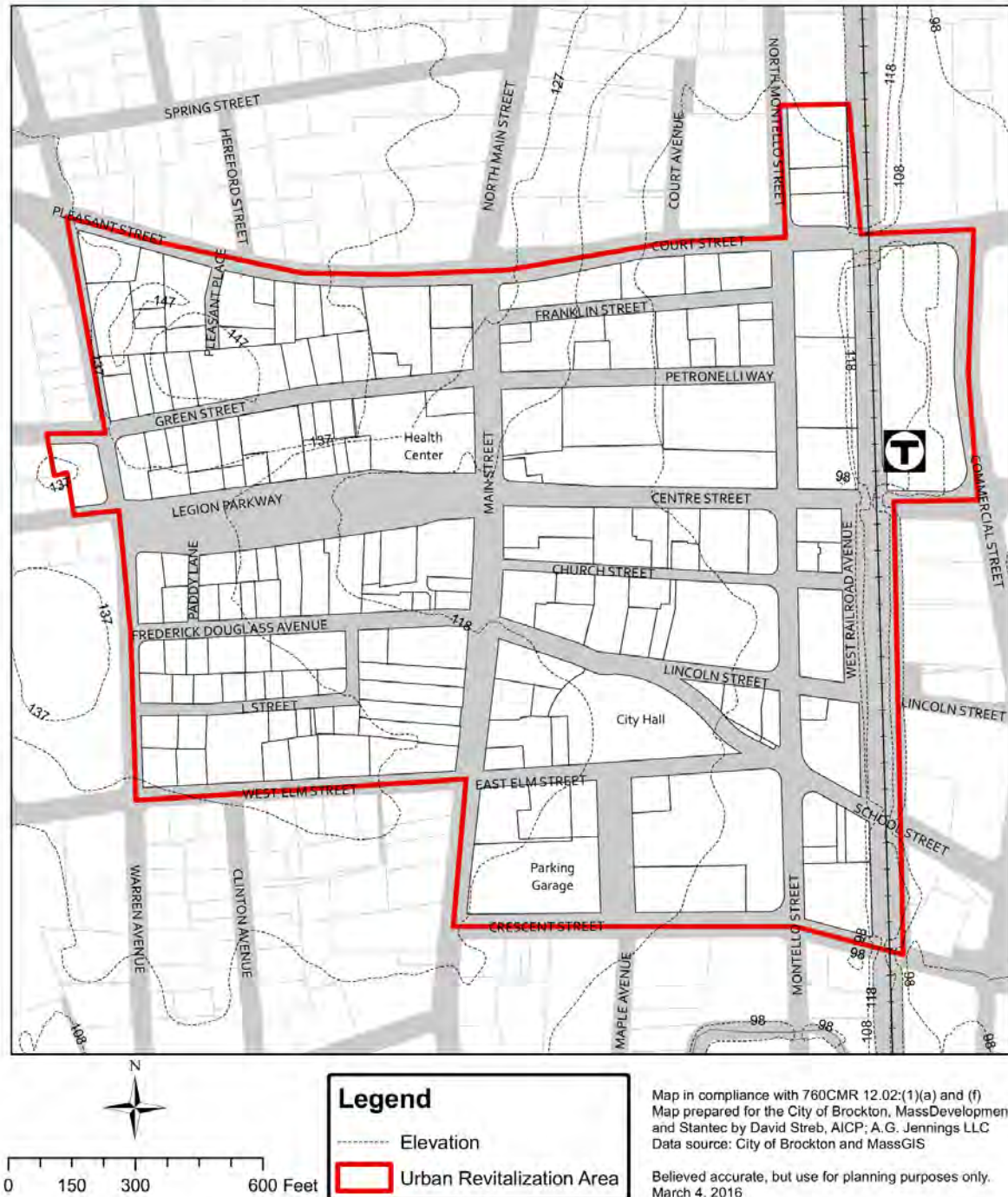
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Downtown Brockton Urban Revitalization Plan



Map 1-A Boundaries and Topography
Including Thoroughfares and Public Rights of Way - Existing





Downtown Brockton Urban Revitalization Plan

12.02 (1) Characteristics

Downtown Brockton is proposed for designation as an Urban Revitalization District because it is believed that public action, as authorized through this Urban Revitalization Plan (URP), will allow for redevelopment on a scale and quality that would not happen by private actions alone.

Existing conditions in the proposed District include substantial areas of vacant and underutilized land, building vacancy and disrepair. The downtown area as a whole is characterized by a substantial percentage of paved area, including both on- and off-street parking and roadways. Within the overall District area of 65.8 acres, the area of off-street parking totals 16.98 acres, or 25.8% of the total land area within the District. (See Map 1-C). The area of paved area associated with roadways within the District is approximately 13.45 acres, or 20.4% of the total land area within the District.¹

Taken together, off-street parking and paved roadways total more than 45% of the land area within the District. These characteristics contribute to a lack of perceived pedestrian comfort and amenity, and support a finding of decadence within the proposed District.

This URP proposes public actions including Brockton Redevelopment Authority acquisition of land and buildings, building demolition and spot clearance, land and building disposition, building renovation, and construction of public ways as more fully detailed herein.

The City has enacted several public policies to encourage private development in Downtown Brockton and to generate resources needed to support public investment in this location. In 2007, the City adopted 40R Smart Growth Zoning which provides as-of-right permitting of residential and mixed-use development with allowable densities of up to 100 units/acre. In 2014, the City Council approved creation of a Downtown Brockton Housing Development Incentive Program and Zone pursuant to the Commonwealth's Housing Development Incentive Program (HDIP). In 2015, the City Council approved creation of a District Improvement Financing (DIF) District which established the Original Assessed Values (as defined at Mass. Gen. Laws Ch. 40Q) within Downtown Brockton, and provides for capture of future DIF Tax Increment in support of downtown infrastructure and other investments.

Brockton Planning Department

Downtown Brockton Action Plan
Parcel Inventory Form for Urban Renewal Planning – Parcel «MAP_PAR_ID»

Description
Street Number and Name «STNO» «STNAME»
Building Name, if a "named" building (i.e. Kresge, Library, etc.) «BUILDING_NAME»
DOR Land Use Code «LUC»
Lot size (acres) «LOT_SIZE_ACR»
Assessed Values – Land: «LAND_VAL» Building: «BUILD_VAL» Total: «TOTAL_VAL»
If located in current 40R District, indicate sub-district (Downtown Core; Arts/Culture; Star Market; Corcoran; Proposed). (If not in 40R District, leave blank)
If parcel includes a structure, year built: «YEAR_BUILT»
Historic (Designated, Eligible, No)?
Complete items below only for parcels identified in Action Plan
Parcel designated for acquisition OR clearance OR renovation OR disposition OR rehabilitation? ☐ Designated
Proposed Use (retail, office, housing, mixed-use, parking, public space etc.):
Building Condition? (Good "GO", Satisfactory "SA", Moderate Disrepair "MD", Severe Disrepair "SD")
Is Acquisition Proposed (Y/N):
Is Clearance Proposed (Y/N):
Is New Building Proposed (Y/N):
Is Building Rehabilitation Proposed? (Y/N):
Environmental issues / 21E Status (if known):
¹ Good Condition - The building within this category appeared to be in a structurally stable condition. In some cases, there were clear signs of building maintenance or recent rehabilitation such as new paint, new door and windows. Satisfactory Condition - Buildings in this category exhibited stable conditions and required only minor rehabilitation such as new paint and window replacements. In some cases, exterior features such as the entranceways require moderate improvements to make them code compliant. Moderate Disrepair - This category includes buildings in need of minor structural repairs, porch or roof replacements or siding replacement. Certain building components appeared to be reaching the end of their useful periods. Some of the buildings require considerable maintenance on the overall structure. Severe Disrepair - Buildings that are visually dilapidated and need extensive repairs are categorized in this group. Most of these buildings require major investment in facade improvements, storefronts, walls and/or other architectural features.
A.G. Jennings, LLC September 8, 2015

¹ MassGIS data used to estimate paved area.



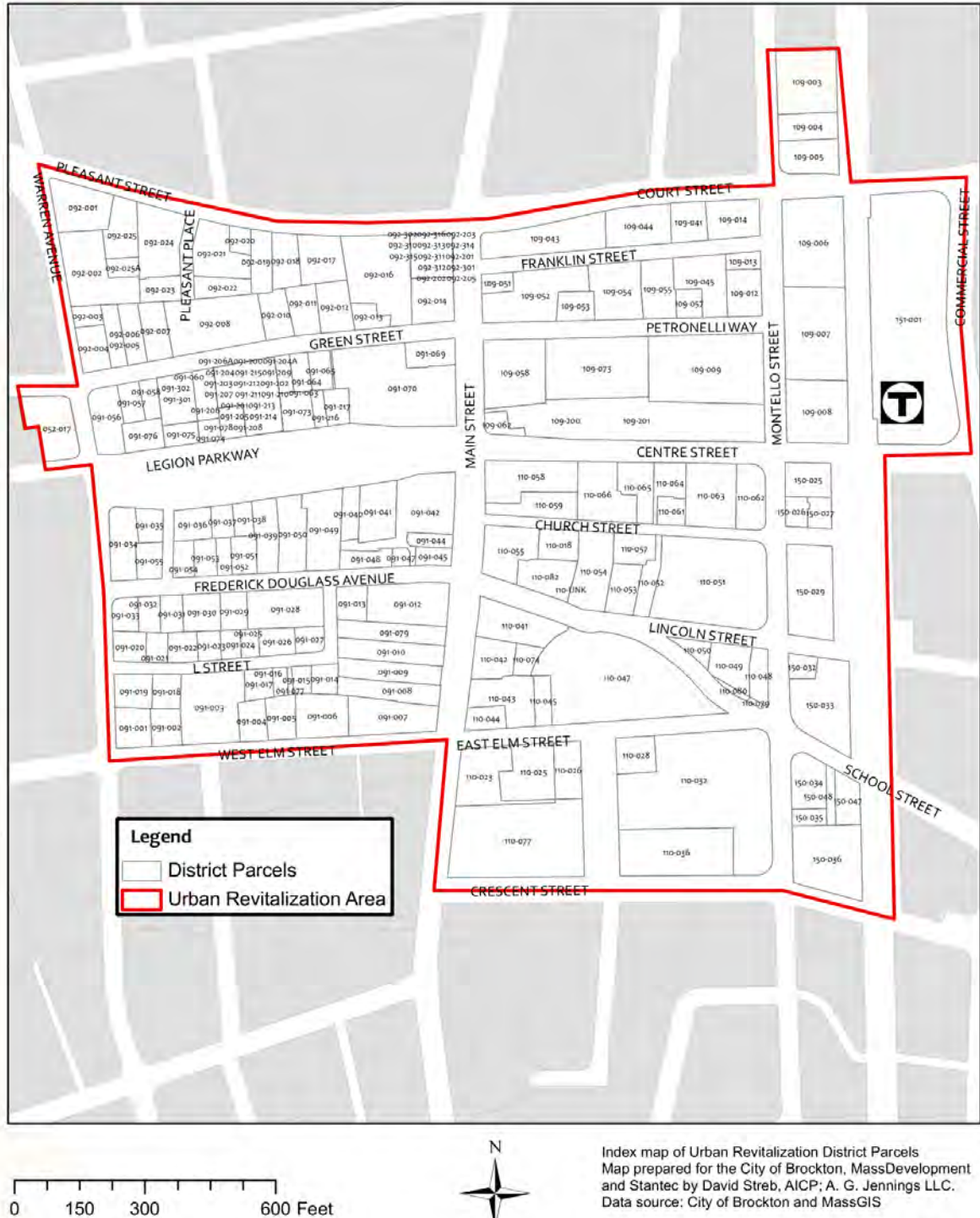
Downtown Brockton Urban Revitalization Plan



Downtown Brockton Urban Revitalization Plan



Map 2-B Index of All Parcels





Downtown Brockton Urban Revitalization Plan

Existing Conditions

The proposed Brockton Downtown Urban Revitalization District, illustrated on Map 1-A, is bounded to the west by Warren Avenue, to the north by Pleasant Street, to the east by Commercial Street and the MBTA Commuter Rail railroad right-of-way, and to the south by West Elm Street and Crescent Street. The District encompasses 65.8 acres in the center of Brockton's downtown. The area is heavily urbanized and fully developed, although some paved open space exists as a result of prior demolition. The topography is characterized by a gentle north-east to south-west slope, generally perceived as flat, as illustrated in Map 1-A.

The District is principally commercial or mixed commercial-residential, as can be seen in the Existing Land Use map (Map 1-D). The northwest portion of the district and the western perimeter include some aging residential properties. In the past ten years, a number of residential use buildings, including adaptive reuse of historic structures, have added new vitality to the downtown area. Renovated buildings include SoCo 1, SoCo 2 and Station Lofts, a 25-unit development in the Knight Building at 124 Montello Street which was the first significant project permitted under the City's 40R zoning.

The new residential and mixed-use Centre 50 and Enso Flats developments represent the first phase of the fully-permitted two-phase Enterprise Block Development. This development on Centre Street, with 233 units at buildout plus commercial development, represents the most significant new construction investment in in Downtown Brockton in a generation. The proposed District also includes several rooming houses along Warren Avenue and West Elm Street, and many civic and institutional uses including City Hall, the One Stop Employment Center operated by the UMass Donohue Institute, the offices and meeting space at Brockton's 21st Century, and the Metro South Chamber of Commerce. Civic institutions just outside of the District, and within walking distance, include the Courthouse, the Council on Aging's Senior Center, YMCA, the Brockton Public Library, and several schools.

As part of this planning process, a property inventory was

There has been significant new investment in Downtown Brockton in recent years including, to right (top to bottom) Enterprise Block (commercial), Brockton Neighborhood Health Center, and Centre 50 (mixed-use).





Downtown Brockton Urban Revitalization Plan

undertaken, and building condition forms including a photographic inventory was completed for every building within the proposed District. The criteria used for this evaluation included observed condition of exterior elements including siding, foundation, roof, chimney condition, windows and window trim, and in some cases by interior inspection. Building condition classification was based on assignment of each building to one of four categories based on DHCD guidance regarding the preparation of Urban Renewal Plans. Descriptions of each of the four categories are included on the following page, and were printed on the evaluation forms used to complete this inventory. Inventory forms for every building within the proposed District are available for inspection in the Brockton Planning Department. However, it should be noted that in some instances data has been updated within the databases informing these tables based on information that was not available at the time of preparation of the inventory forms in September 2015.

The building condition evaluation forms were completed based on visual inspection during site walks, review of property record cards maintained by the City Assessor, and review of records in the City Planning office including, for several properties within the proposed District, detailed building evaluations undertaken in recent years. The building condition evaluations recorded on the property inventory forms are illustrated by Figure 12.02(1) Proposed Downtown Brockton Urban Revitalization District Assessment of Building Conditions.



Downtown Brockton Urban Revitalization Plan

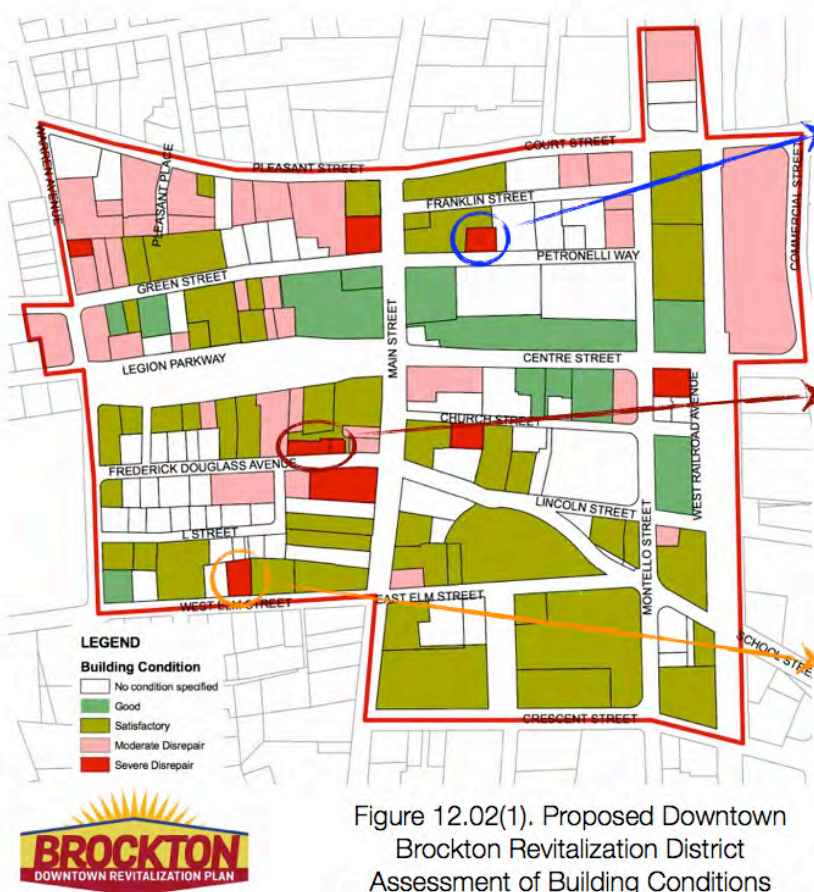


Figure 12.02(1). Proposed Downtown
 Brockton Revitalization District
 Assessment of Building Conditions



Severe Disrepair



Severe Disrepair



Severe Disrepair

Map by: A.G. Jennings, LLC; David Streb.
 Date: March 4, 2016
 Sources: City of Brockton, MassGIS
 For illustrative purposes only. No guarantee of
 accuracy is made.
 A.G. JENNINGS, LLC

The building condition evaluations recorded on the property inventory forms are summarized on the following table “Downtown Brockton Urban Revitalization District, Building Conditions Summary.”



Downtown Brockton Urban Revitalization Plan

Downtown Brockton Urban Revitalization District, Building Conditions Summary

<u>Condition</u>	<u>Parcels</u>	<u>Bldg Area</u>		<u>Land Area</u>	
		<u>SF</u>	<u>%</u>	<u>Acres</u>	<u>%</u>
Good	13	128,667	9%	3.65	9%
Satisfactory	85	901,728	64%	16.08	38%
Moderate Disrepair	38	202,795	14%	9.85	23%
Severe Disrepair	9	175,114	12%	1.50	4%
N/A (Vacant)	65	-	0%	11.70	27%
		<u>1,408,304</u>	<u>100%</u>	<u>42.78</u>	<u>100%</u>

Note: Building Condition Assessments based on URP guideline language below:

Good Condition - The building within this category appeared to be in a structurally stable condition. In some cases, there were clear signs of building maintenance or recent rehabilitation such as new paint, new door and windows.

Satisfactory Condition - Buildings in this category exhibited stable conditions and required only minor rehabilitation such as new paint and window replacements. In some cases, exterior features such as the entranceways require moderate improvements to make them code compliant.

Moderate Disrepair - This category includes buildings in need of minor structural repairs, porch or roof replacements or siding replacement. Certain building components appeared to be reaching the end of their useful periods. Some of the buildings require considerable maintenance on the overall structure.

Severe Disrepair - Buildings that are visually dilapidated and need extensive repairs are categorized in this group. Most of these buildings require major investment in façade improvements, storefronts, walls and/or other architectural features.

The District is the historical center of Brockton's commercial district, and retail uses remain, particularly on Main Street and Legion Parkway, although there are significantly fewer retail stores than in downtown's heyday 80 years ago. The area is unfortunately characterized by vacant storefronts (20 as of this writing), disinvestment and in some places abandonment.

Downtown Brockton includes a combination of larger scale commercial, office and industrial / warehousing uses, as well as several large surface parking lots. It is located immediately adjacent to both City Hall, and the Brockton Area Transit (BAT) Intermodal Center and MBTA commuter rail station (Middleborough/Lakeville line). Landscaping and public amenities in this Sub-district are limited, and substantial investments in the public infrastructure including lighting,



Downtown Brockton Urban Revitalization Plan

streetscape, and structured parking will help to make this a successful location for residential development.

A large percentage of the properties in the District are tax-exempt, either because they were taken by tax-title or because they represent churches, charitable institutions, or various levels of government. These exempt properties represent 42% of the total land area and 56% of the assessed value of all properties in the District. Properties taken by the city for non-payment of taxes represent a full 16% by area of all properties in the district, and these properties do not currently contribute to the municipal tax base. Their proposed disposition and redevelopment is essential for the fiscal health of the municipality, and will be accomplished through this Urban Revitalization Plan.

The Legion Parkway and Frederick Douglass Avenue area includes a diverse mix of building uses and scales, and includes some of the most attractive and distinctive architecture in Downtown Brockton. Legion Parkway is the primary east-west corridor in this part of downtown, and with a double-barrel boulevard layout is among the most distinctive pedestrian corridors in Downtown Brockton. This corridor includes existing retail and mixed-use development fronting on wide sidewalks with many curbside parking spaces. It is an excellent location for additional development of both housing and convenience retail outlets. The new Brockton Neighborhood Health Center, at the corner of Legion Parkway and Main Street, has become both a visual focal point and a center of activity in Downtown Brockton. Frederick Douglass Avenue, running parallel to Legion Parkway to the south, is proposed here as a location for a restaurant incubator and co-working space.

The neighborhoods on Green Street and Warren Avenue adjacent to the new Vicente's Market include both residential uses and a mix of smaller retail uses, with both stable retail uses and other vacant retail sites. The residential uses are typically two- to three-story single-family and two- to three- family homes.

Downtown Brockton does benefit from recent streetscape enhancements that were constructed following prior planning and design work in 2011. Sidewalks, brick pavers, lighting, seating, street trees and an enhanced public park at the corner of Main and Centre Streets have all enhanced the pedestrian environment in Downtown Brockton, although more work remains to be done. One funding source identified in this URP is the recent MassWorks award of \$1.276M to support downtown streetscape improvements.

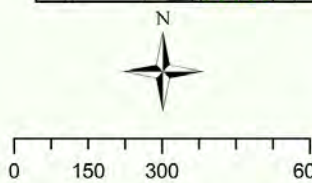
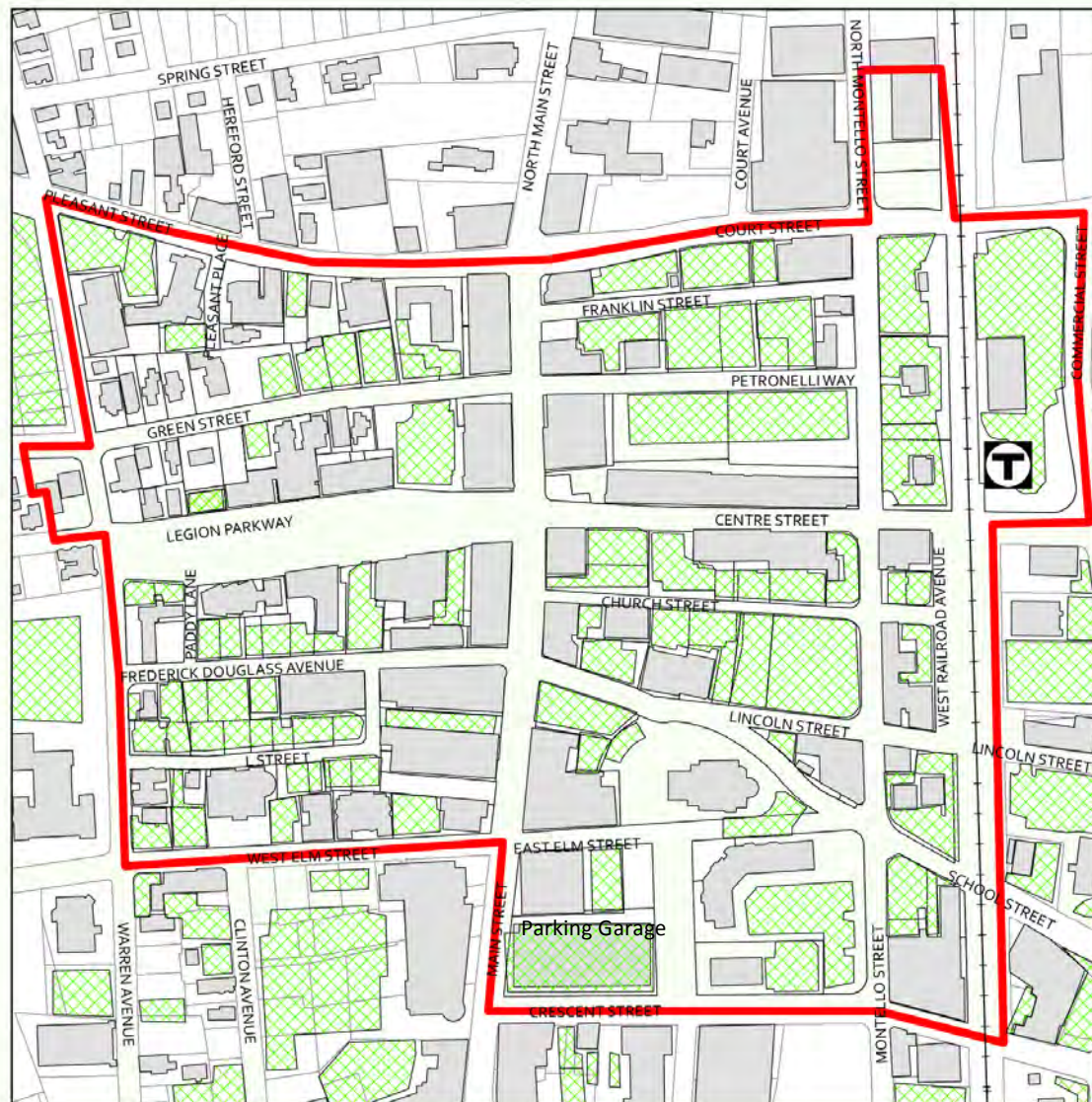
A list of all parcels in the proposed District is included in Appendix A. The list includes assessors parcel ID, address, current landowner(s) and mailing address, parcel acreage, and zoning.



Downtown Brockton Urban Revitalization Plan



Map 1-C Property Lines - Building Footprints and Off Street Parking Areas - Existing



Legend

- Off-street Parking
- Building Footprints
- Urban Revitalization Area

Map in compliance with 760CMR 12.02(1)(c)
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb AICP; A. G. Jennings LLC.
Data source: Nelson Nygaard, City of Brockton
and MassGIS

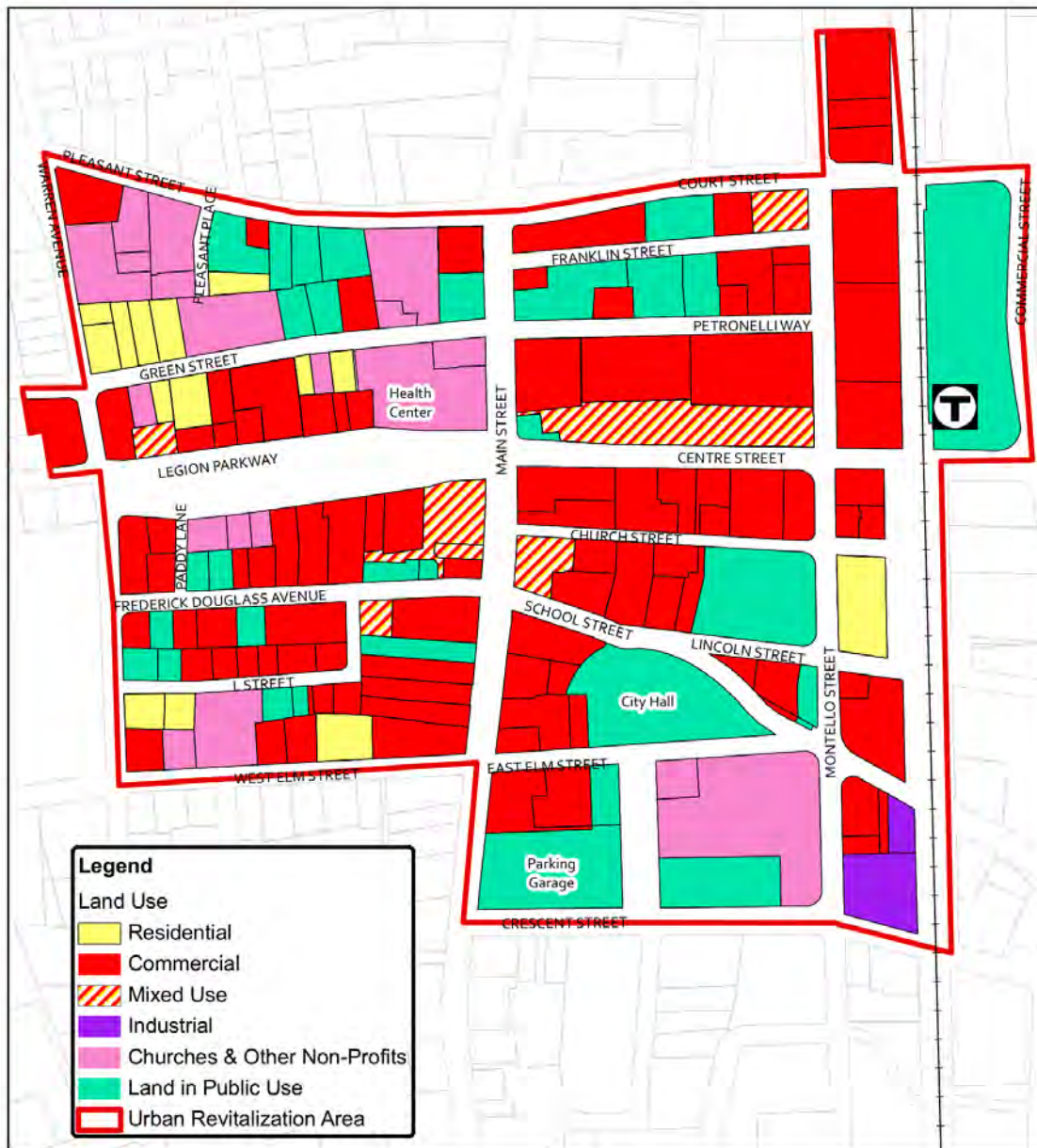
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Downtown Brockton Urban Revitalization Plan



Map 1-D Existing Land Use



0 150 300 600 Feet



Map in compliance with 760CMR 12.02(1)(d)
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb, AICP; A.G. Jennings LLC.
Data source: City of Brockton and MassGIS

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Downtown Brockton Urban Revitalization Plan

Current Zoning

The District contains land in three zoning districts (C-2, C-3 and I-2), and also includes three 40R Smart Growth Zoning Overlay Districts adopted in 2007. Prior to adoption of the 40R Overlay Zoning District, residential and mixed-use development were not allowed under the City Zoning. What development had occurred, such as residential adaptive reuse through the SoCo 1 and SoCo 2 projects, had been permitted by use variance.

The underlying zoning is General Commercial (C-2), Central Business Zone (C-3) and General Industrial (I-2). The C-2 and C-3 zones are described in Sec. 27-29 and 27-28 of Appendix C of the City of Brockton Ordinances and the I-2 zone is described in Section 27-34.

The C-2 zone is a general commercial zoning district allowing neighborhood commercial uses as well as a wide range of other uses from laundromats, medical and dental offices, and drug stores to automobile repair services, undertaking establishments, and wholesale businesses. No residential uses are allowed in this zone, however temporary lodging, such as hotels and motels, are permitted as special uses. The C-3 zone allows all the same principal and accessory uses as the C-2 zone as well as community health centers/clinics.

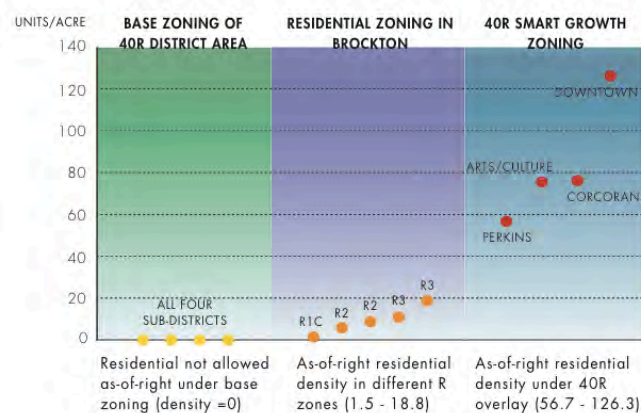
The I-2 zone permits uses that include the manufacturing of food products, glass, textiles and those that add value to materials that were prepared off site. Also included in this category are tool and die operations, railroad yards, and the sale and storage of lumber and building materials.

The area also includes three 40R (Overlay) Zoning Sub-Districts: Downtown Core; Arts/Culture; and Star Market. All three Sub-Districts allow residential and mixed-use development as a matter of right, subject to compliance with the 40R Ordinance and the 40R Design Standards (Appendix D).

The 40R Ordinance allows greater building scales and densities in the Downtown Core Sub-District than the other Sub-Districts in order to both match the scale of existing larger buildings, and to stimulate substantial private investment in Downtown Brockton. This Sub-District includes several significant publicly owned parcels, many of which are currently in use as surface parking lots. New private investment in this Sub-District, including redevelopment of underutilized public

AS-OF-RIGHT RESIDENTIAL DENSITY COMPARISON

BASE ZONING vs. R ZONES vs. 40R ZONING



Source: Yuqi Wang, 王宇琦 LEED AP ND
Used with permission.



Downtown Brockton Urban Revitalization Plan

parcels, provides a financing source for implementation of this URP both directly – through land disposition proceeds – and by generating DIF Revenue.

Cultural uses such as performance or visual arts exhibition space would enhance and strengthen the existing mix of retail / commercial, residential and cultural / institutional uses in the areas of Legion Parkway and Frederick Douglass Avenue. This area will benefit from reinvestment in both smaller scale residential development, and in mixed- use development with first floor retail / commercial and upper story residential uses as proposed through this URP.

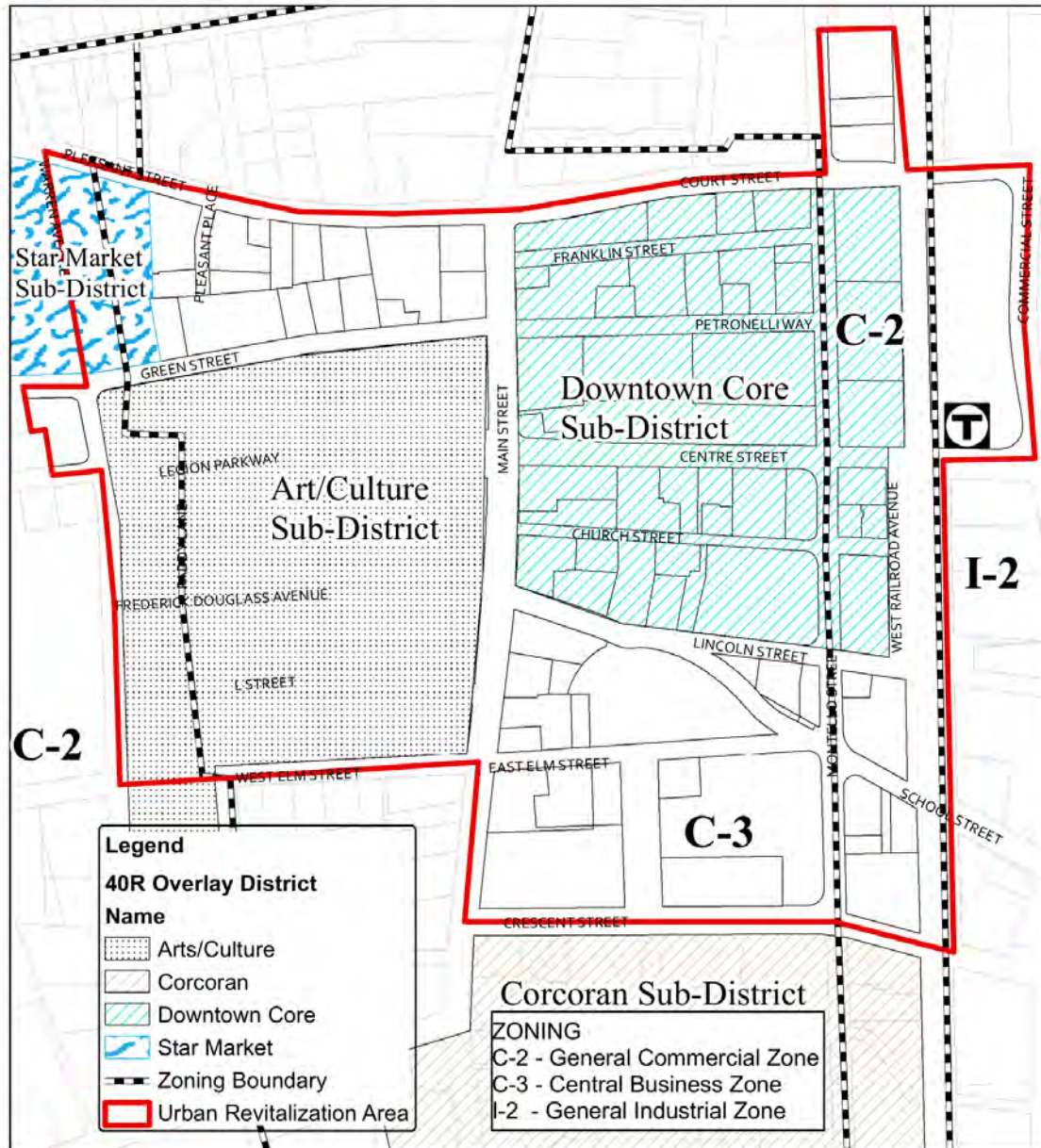
The 40R Ordinance allows non- residential or mixed-use development to be located at the intersection of Pleasant Street and Warren Avenue, with frontage directly on one or both of those streets with parking located at the side and rear of the building(s). Many people drive past this location on Pleasant Street on their way into Downtown Brockton. It is therefore important that redevelopment of this "gateway" location exemplify the style and quality of architecture and site design that will characterize the revitalization of Downtown Brockton. A visually distinct and exciting building, including an architectural focal point that is taller than the building itself, such as a tower, turret or cupola at the intersection of Pleasant Street and Warren Avenue is encouraged.



Downtown Brockton Urban Revitalization Plan



Map 1-D-1 Existing Zoning



0 150 300 600 Feet



Map in compliance with 760CMR 12.02(1)(d)
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Data source: City of Brockton and MassGIS

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Downtown Brockton Urban Revitalization Plan

Proposed Zoning

There are two separate proposals pending before the Brockton City Council to amend the Zoning Ordinances relative to land within the proposed Urban Revitalization District.

Proposed Amendments to C-3 Zoning District

In the current C-3 Zoning District, commercial development is not required to provide any new off-street parking. This provision of the zoning dates back to when there was less demand on the current public parking lots and garages than there is today. The Director of Planning and Economic Development has proposed zoning amendments that would extend the commercial parking requirements applicable in the C-2 Zoning District to apply in the C-3 District as well. Work is in progress for an amendment to the zoning ordinance to allow outdoor dining opportunity which the current ordinance does not address (and which therefore is not allowed).

Proposed Expansion of 40R Smart Growth Zoning District

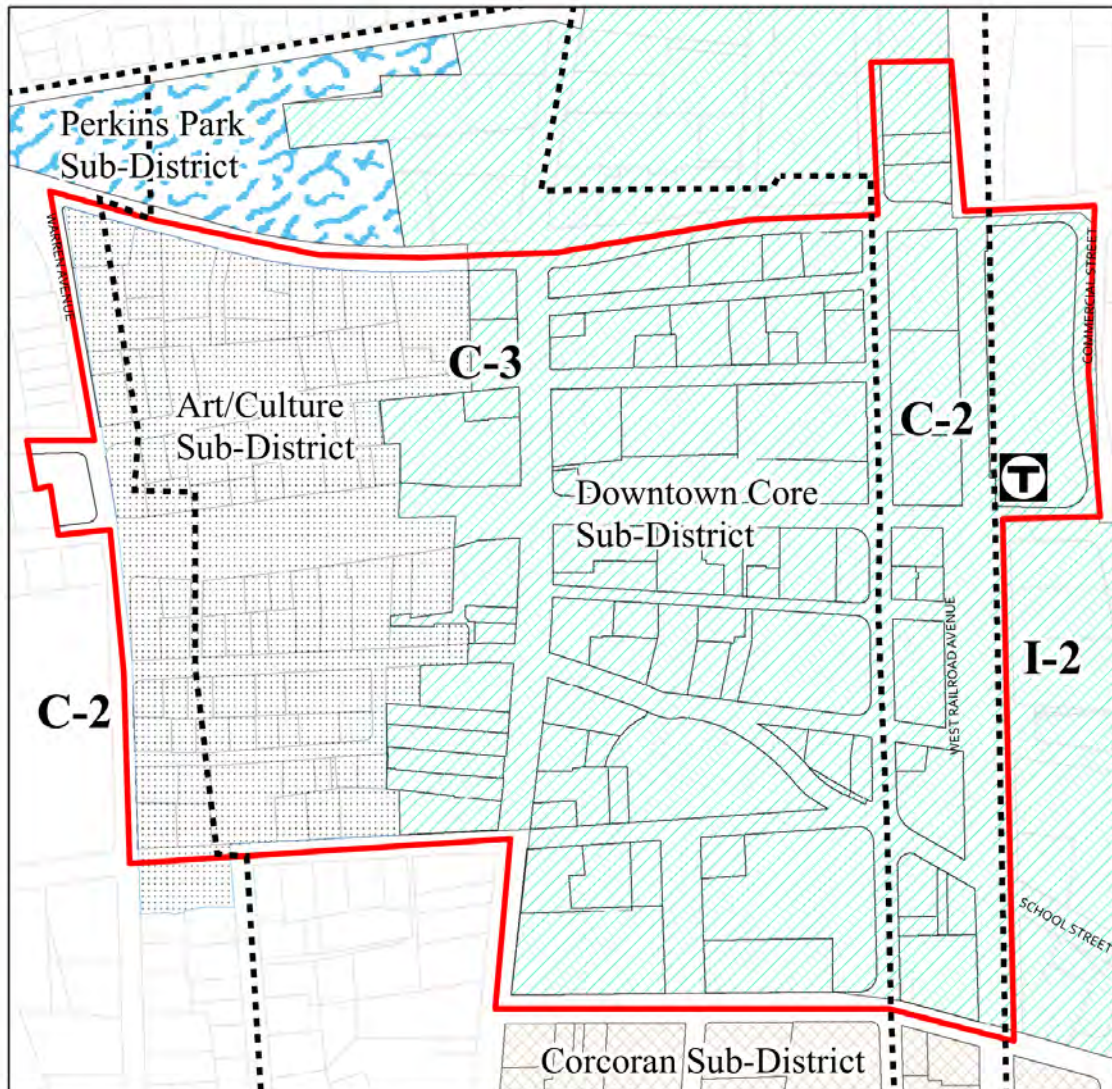
The City of Brockton has also proposed amendments to the existing 40R Downtown Brockton Smart Growth Overlay District. The existing district, adopted in 2007, allows mixed-use and residential development as a matter of right (with locations, densities and building heights, etc., as specified in the District Ordinance). The proposed amendments, currently on file with DHCD (pursuant to Mass. Gen. Laws Ch. 40R) and pending consideration within a public hearing of the City Council, would expand the boundaries of the current 40R Sub-Districts to cover all of the “downtown” area (including all of the proposed Urban Revitalization District), and would increase the allowable residential densities in some locations. The amendments would also amend the 40R parking requirements to limit surface parking lots and to encourage payment of funds in lieu of parking spaces in order to support a new public parking garage. The intent of these amendments is to allow developers to meet their parking needs in a way that supports a new public garage that is expected to unlock greater development potential across downtown. Because the 40R Statute provides that the Commonwealth will issue a \$3,000 Density Bonus payment to the City of Brockton for every residential unit constructed within the District, the proposed amendments will also increase the amount of 40R Density Bonus Payments.

Although the current zoning is very favorable for the development envisioned in the Action Strategy and proposed in this URP, the proposed zoning amendments would result in an improved local regulatory framework for redevelopment in Downtown Brockton.

The Citizens Advisory Committee (CAC) recommends that the zoning ordinance be amended to allow at least seasonal kiosks that provide food/merchandise to enhance the ambience of events such as parades.



Map 1-E Proposed Zoning



No changes proposed to underlying zoning districts
Shaded areas reflect proposed 40R district expansion from current boundaries.

Map in compliance with 760CMR 12.02(1)(e)
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb, AICP; A. G. Jennings LLC.
Data source: City of Brockton and MassGIS

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March 4, 2016



ZONING

C-2 - General Commercial Zone
C-3 - Central Business Zone
I-2 - General Industrial Zone

0 150 300 600 Feet



Downtown Brockton Urban Revitalization Plan

Proposed Public Actions

Before investment can happen on the scale set out in the 2015 Downtown Brockton Action Strategy, public action as proposed in this Urban Revitalization Plan will be needed.

This URP proposes public actions including Brockton Redevelopment Authority acquisition of land and buildings, building demolition and spot clearance, land and building disposition, building renovation, and construction of public ways. Redevelopment, renovation and construction of new public ways is anticipated to result both from direct public action, and by private developers working pursuant to conditions on BRA disposition of property.

All public actions proposed pursuant to this URP will proceed in phases as detailed in the Financial Plan and elsewhere. Because two of the primary financing sources for implementation of this URP are directly related to the scale, nature and timing of private development – specifically, the generation of DIF Tax Increment Revenue and the issuance of 40R Density Bonus payments – the resources available toward implementation will be available in proportion to the amount and timing of private development.

Parcels Eligible for Acquisition

Negotiated acquisition or, where necessary, eminent domain activities will be undertaken, as proposed, within locations that have been determined to be decadent, in order to facilitate the redevelopment and rehabilitation of properties in accordance with the objectives of this URP. The Brockton Redevelopment Authority will not acquire property by eminent domain unless there is a public benefit warranting such taking. Table 12.02(1)(A): Parcels Proposed for Acquisition presents all properties identified for acquisition, including Assessor's Parcel ID; street address; lot size; and owner(s).

Map 1-G depicts the parcels within the District that are proposed for acquisition.



Downtown Brockton Urban Revitalization Plan

Table 12.02(1)(A) Privately Owned Properties Proposed for Acquisition

Parcel ID	Street / Street Name	Owner1	Owner2	Lot Size (ac.)
052-017	81 WARREN AV	NEK REALTY CORPORATION		0.327
091-056	76 WARREN AV	BRASS DAVID M		0.243
092-001	108 PLEASANT ST	GORANITIS IRENE		0.316
092-003	48 WARREN AV	GONCALVES EUCLIDES	MARIA GONCALVES	0.065
092-025	102 PLEASANT ST	NE CONF CORP 7TH DAY ADVENTISTS		0.226
109-003	21 N MONTELLO ST	CHEN JIANJUN		0.462
109-004	0 N MONTELLO ST	CHEN JIANJUN		0.196
109-005	5 N MONTELLO ST	CHEN JIANJUN		0.252
109-006	8 MONTELLO ST	NESSEN DANA A TR	8 MONTELLO RLTY TRUST	0.651
109-007	46 MONTELLO ST	MCLAUGHLIN BRIAN J		0.697
109-008	66 MONTELLO ST	COBB CORNER LIMITED PARTNERSHIP		0.478
109-012	33 MONTELLO ST	ZEOLI ANTHONY J	& BARBARA A ZEOLI	0.198
109-013	23 MONTELLO ST	CARDOSO ANTONIA V		0.078
109-041	65 COURT ST	PORTER 65 COURT ST LLC		0.175
109-045	0 MONTELLO ST	OCONNOR JOHN M TRUSTEE		0.302
109-057	0 PETRONELLI WA	TRINITY BROCKTON LIMITED	PARTNERSHIP	0.095
110-058	90 MAIN ST	SAFE PROPERTIES INC		0.401
110-059	0 MAIN ST	SAFE PROPERTIES INC		0.229
110-062	95 MONTELLO ST	MARINO GUY J	JOSEPH A MARINO III TRS	0.228
150-025	93 CENTRE ST	ABDELMONEM YEHIA TR	YOUMAR REALTY TRUST	0.189
150-026	100 MONTELLO ST	ABDELMONEM YEHIA		0.081
150-027	0 MONTELLO ST	ABDELMONEM YEHIA TR	YOUMAR REALTY TRUST	0.08

Source: City of Brockton Assessors Office.

In addition to those parcels identified above for proposed acquisition pursuant to this URP, whether through negotiated sale or eminent domain, there are other properties in the District that are currently in tax delinquency and are expected to come into public ownership through tax foreclosure. These properties are as follows:

Table 12.02(2) Parcels estimated to be acquired through tax foreclosure

PARCID	STNO	STNAME	OWNER1
091-004	0	W ELM ST	LEVINE BARRY
091-005	47	W ELM ST	BROCKTON EDCC
091-012	121	MAIN ST	BROCKTON MAIN ST IMPROV LLC
091-013	28	HIGH ST	SMITH SUSIE E TRUSTEE
109-053	28	PETRONELLI WA	ISRAEL SHEAR YASHUB

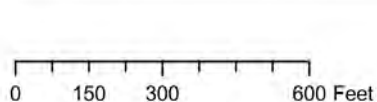
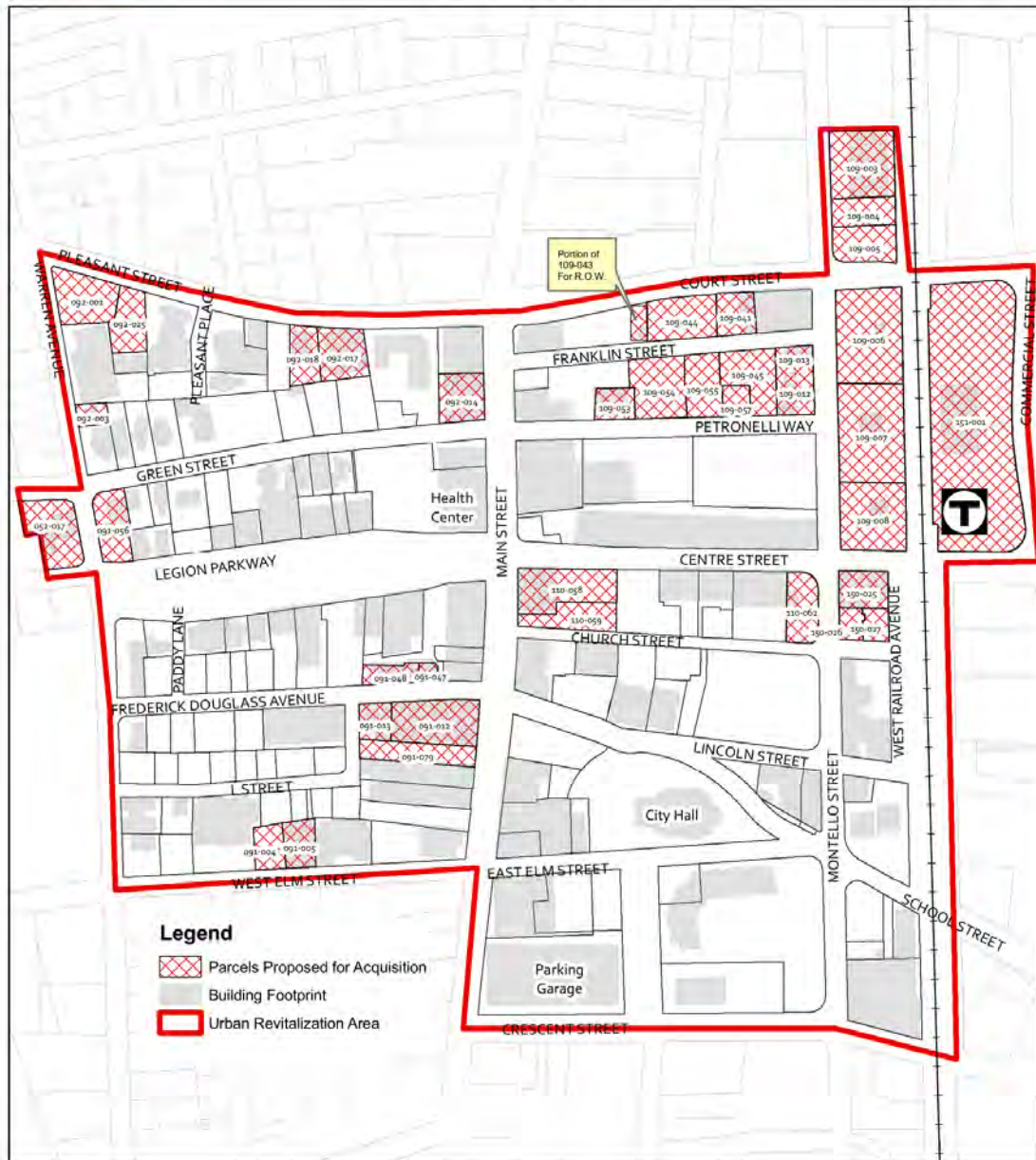
Although these parcels are anticipated to come into public ownership through tax foreclosure, upon action taken by the City of Brockton to transfer the parcels to the BRA, they would be eligible for disposition pursuant to this URP. At the time of acquisition by tax foreclosure, this URP anticipates such action by the City as part of implementation of this URP. Proceeds of such sales are identified as revenues in the URP Financial Plan.



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Map 1-G Parcels Proposed To Be Acquired



Map in compliance with 760CMR 12.02(1)(g)
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb, AICP; A. G. Jennings LLC.
Data source: City of Brockton and MassGIS

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In addition to privately owned parcels that will be acquired for disposition, the City of Brockton proposes to introduce the following City-owned properties for transfer to the BRA for disposition and rehabilitation or redevelopment:

Table 12.02(3) City Owned Parcels Proposed for Disposition			
PARCID	STNO	STNAME	OWNER1
091-047	11	HIGH ST	CITY OF BROCKTON
091-048	15	HIGH ST	CITY OF BROCKTON
091-079	0	MAIN ST	CITY OF BROCKTON
092-014	19	MAIN ST	CITY OF BROCKTON
092-017	42	PLEASANT ST	CITY OF BROCKTON
092-018	52	PLEASANT ST	CITY OF BROCKTON
109-044	0	FRANKLIN ST	CITY OF BROCKTON
109-054	0	PETRONELLI WA	CITY OF BROCKTON
109-055	0	PETRONELLI WA	CITY OF BROCKTON
151-001	7	COMMERCIAL ST	CITY OF BROCKTON

The City will be conducting a Municipal Facilities Assessment and Master Plan in 2016 that will, among other things, quantify the space and staffing needs for police and fire services. It is anticipated that one of its recommendations will be to build new facilities to replace the 131 year old fire station and 93 year old fire alarm buildings at 42 and 52 Pleasant Street, and the 48 year old police headquarters at 7 Commercial Street. A new police and central fire station complex would allow the city to make the now vacant properties available for redevelopment. The historic nature of the fire station and fire alarm building lend them to rehabilitation with ground floor retail/restaurant use and residential above. The former police headquarters would be razed to make way for large-scale mixed use development.

Following the construction of a public safety complex to house both the Police and Fire Stations, the two fire stations on Pleasant Street will be disposed via RFP with the requirement that they be renovated into a mixed commercial-residential use.

Proposed Uses of Parcels to be Acquired

For every parcel included in the table above, Map 1-E-A illustrates current parcel use, and proposed use following redevelopment. Note that only a portion of one parcel (109-043) is to be included in the acquisition and disposition. Parcels already owned by the City are included in this list, as their transfer from the City to the BRA is part of overall property acquisition.

The proposed development projects outlined below are discussed in more detail later in this URP.



Downtown Brockton Urban Revitalization Plan

Table 12.02(1)(B) Proposed Use of Properties for Acquisition (including through tax foreclosure and transfer from City)

Parcel ID	Street / Street Name	Current Use	Proposed Use(s)	Comments
091-004	0 W ELM ST	parking for 091-005	parking	<i>tax title</i>
091-005	47 W ELM ST	vacant building	residential multi	<i>tax title</i>
091-012	121 MAIN ST	vacant building (Kresge Building)	MIXED	<i>tax title</i>
091-013	28 HIGH ST	vacant building (Hotel Grayson)	Retail - Office - Arts	<i>tax title</i>
109-053	28 PETRONELLI WA	vacant building	residential multi	<i>tax title</i>
092-003	48 WARREN AV	sf residential - vacant	sf house	<i>receivership</i>
052-017	81 WARREN AV	auto sales - used	Mixed Use res/commercial	
091-056	76 WARREN AV	automotive repair	Mixed Use res/commercial	
092-001	108 PLEASANT ST	vacant lot	Mixed Use res/commercial	
092-025	102 PLEASANT ST	vacant lot	Mixed Use res/commercial	
109-003	21 N MONTELLO ST	commercial warehouse	retail pharmacy	
109-004	0 N MONTELLO ST	vacant lot	retail pharmacy	
109-005	5 N MONTELLO ST	vacant lot	retail pharmacy	
109-006	8 MONTELLO ST	auto sales - used	Mixed Use res/commercial	<i>interim use as surface parking</i>
109-007	46 MONTELLO ST	retail - vacant	Mixed Use res/commercial	<i>interim use as surface parking</i>
109-008	66 MONTELLO ST	restaurant fast food	Mixed Use res/commercial	<i>interim use as surface parking</i>
109-012	33 MONTELLO ST	warehouse auto repair	Mixed Use res/commercial	
109-013	23 MONTELLO ST	restaurant tavern	Mixed Use res/commercial	
109-041	65 COURT ST	auto sales - used	Mixed Use res/commercial	
109-043	4 MAIN ST	out building	right-of-way	<i>portion of lot only</i>
109-045	0 MONTELLO ST	parking	Mixed Use res/commercial	
109-057	0 PETRONELLI WA	parking	Mixed Use res/commercial	
110-058	90 MAIN ST	former bank building	office/retail	
110-059	0 MAIN ST	parking for former bank building	office/parking	
110-062	95 MONTELLO ST	small retail convenience store	office/retail	
150-025	93 CENTRE ST	Furniture Building	Mixed Use res/commercial	
150-026	100 MONTELLO ST	parking for Furniture Building	parking	
150-027	0 MONTELLO ST	parking for Furniture Building	parking	
091-047	11 HIGH ST	vacant building	restaurant incubator/office	<i>City owned</i>
091-048	15 HIGH ST	vacant building	restaurant incubator/office	<i>City owned</i>
091-079	0 MAIN ST	surface parking	infill development mixed-use	<i>City owned</i>
092-014	19 MAIN ST	vacant building	Mixed Use res/commercial	<i>City owned</i>
092-017	42 PLEASANT ST	Fire Station	Mixed Use res/commercial	<i>City owned</i>
092-018	52 PLEASANT ST	Fire Station	Mixed Use res/commercial	<i>City owned</i>
109-044	0 FRANKLIN ST	surface parking	Mixed Use res/commercial	<i>City owned</i>
109-054	0 PETRONELLI WA	surface parking	Mixed Use res/commercial	<i>City owned</i>
109-055	0 PETRONELLI WA	surface parking	Mixed Use res/commercial	<i>City owned</i>
151-001	7 COMMERCIAL ST	Police Station	Mixed Use res/commercial	<i>City owned</i>

Source: Brockton URP Property Inventory and Proposed URP Maps.

Parcels Eligible for Disposition

Map 1-H shows lots for disposition. This includes lots to be acquired through negotiated sale or eminent domain, and lots already owned by the City, or expected to be acquired through tax foreclosure.

Buildings Proposed for Spot Clearance

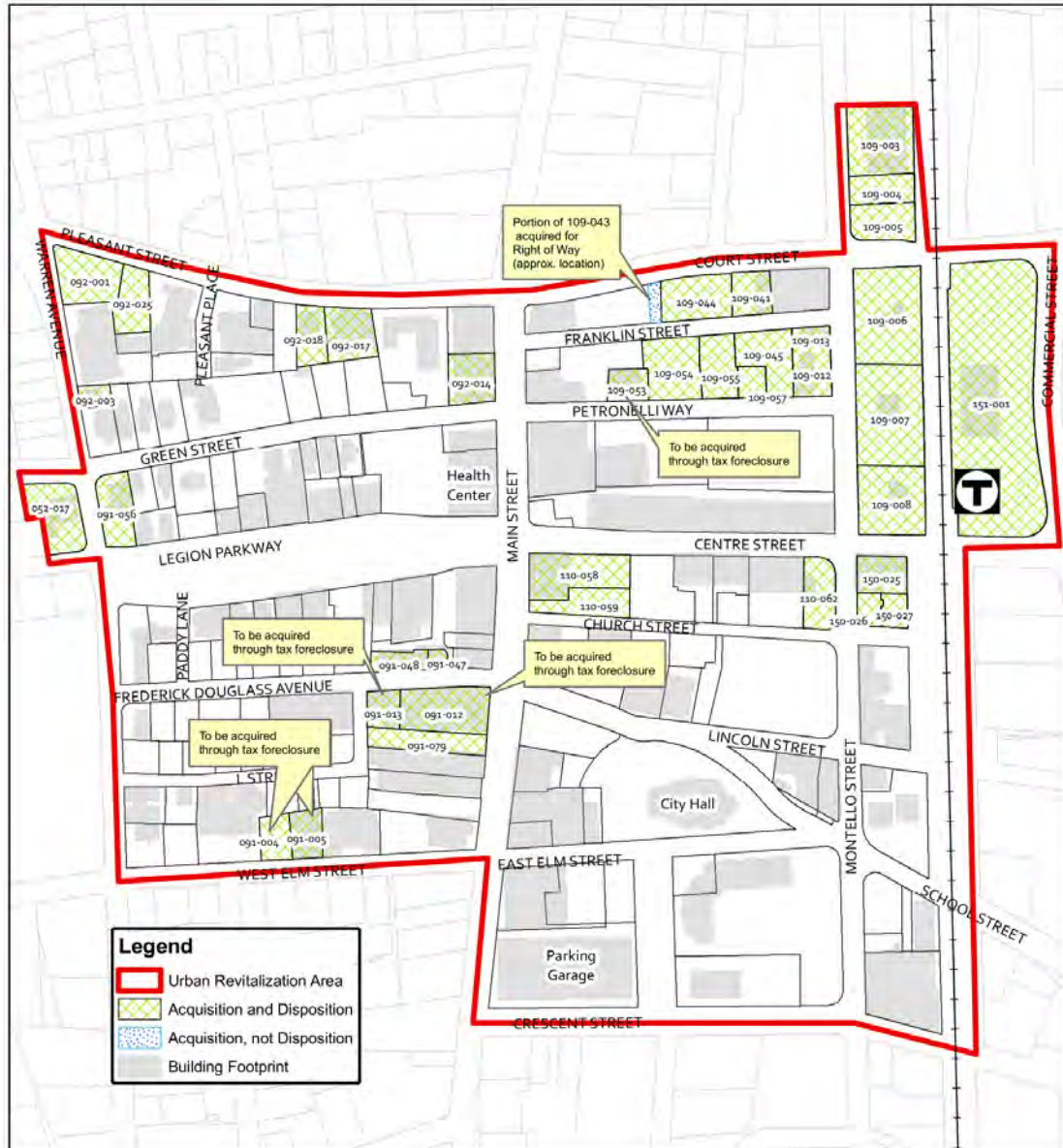
Map 1-B shows the areas proposed for spot clearance to accommodate the redevelopment proposed in this URP.



Downtown Brockton Urban Revitalization Plan



Map 1-H Parcels Proposed for Disposition



Map in compliance with 760CMR 12.02(1)(h)
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb, AICP, A. G. Jennings LLC.
Data source: City of Brockton and MassGIS

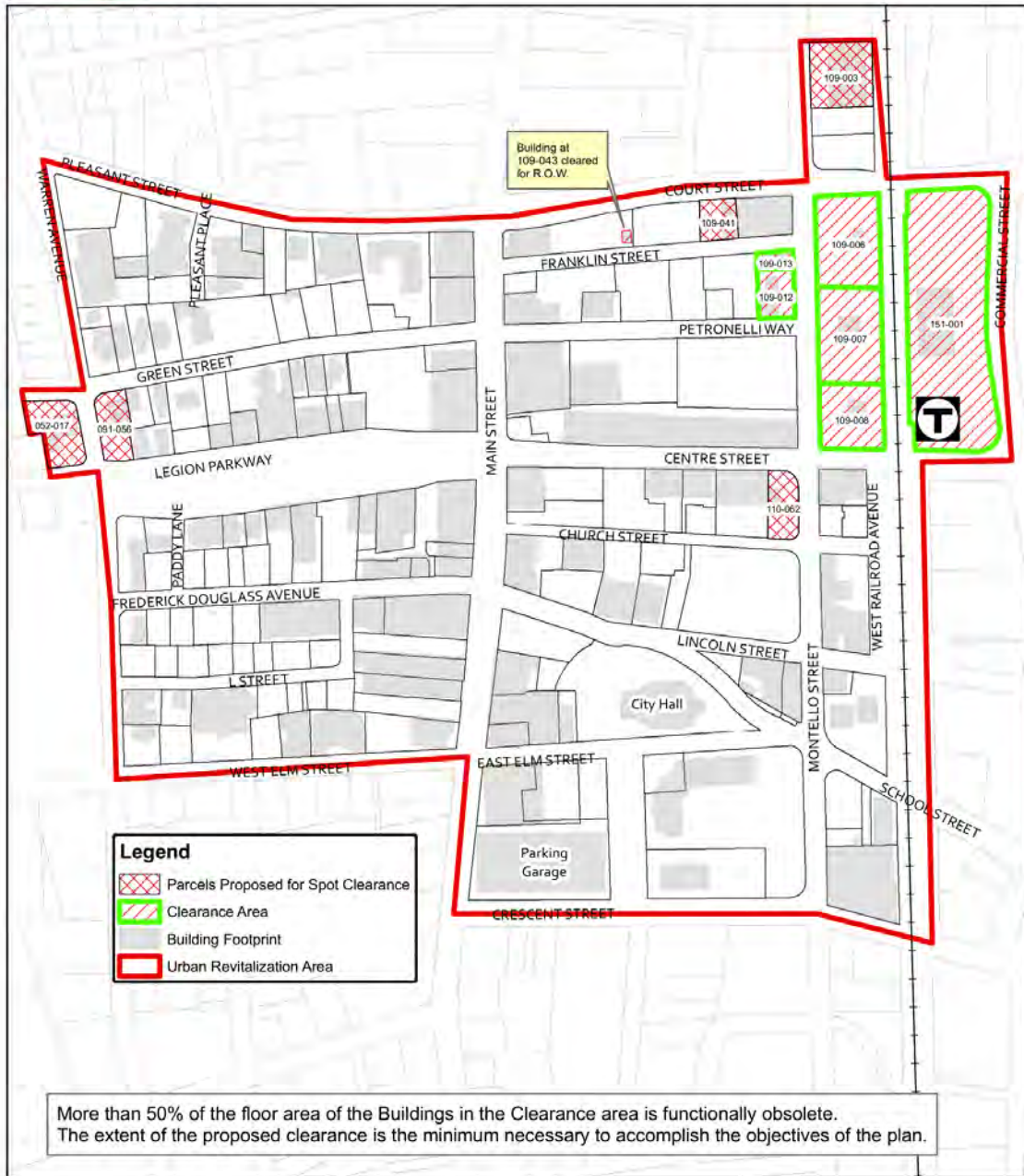
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Downtown Brockton Urban Revitalization Plan



Map 1-B Parcels Proposed for Clearance



0 150 300 600 Feet



Map in compliance with 760CMR 12.02(1)(b) & (i)
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb, AICP, A. G. Jenning LLC.
Data source: City of Brockton and MassGIS

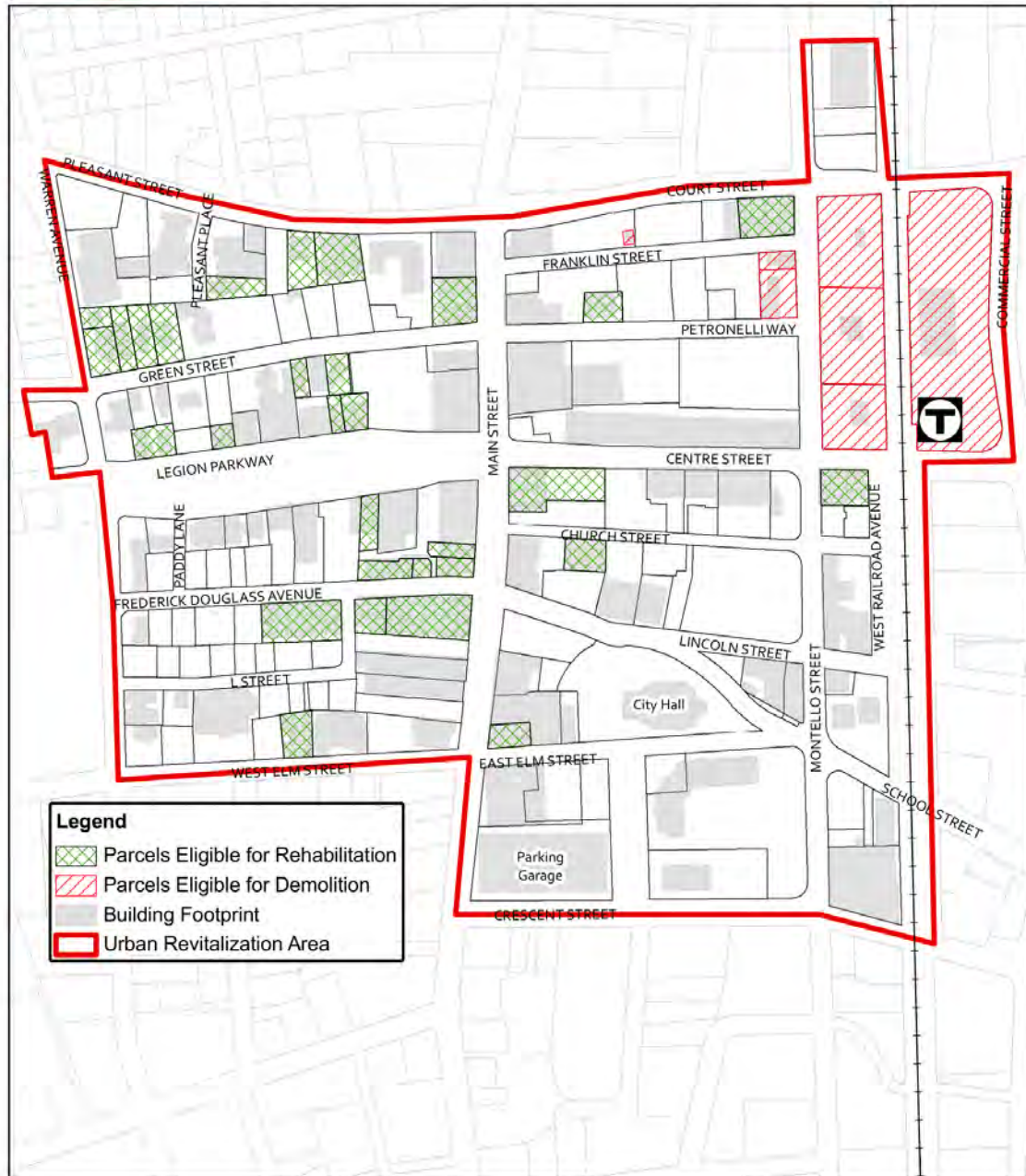
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Downtown Brockton Urban Revitalization Plan



Map 1-I Parcels Eligible for Demolition or Rehabilitation



0 150 300 600 Feet



Map in compliance with 760CMR 12.02(1)(b), (i) & (j)
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb, AICP; A.G. Jennings L.L.C.
Data source: City of Brockton and MassGIS

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Buildings Proposed to be Rehabilitated

Buildings renovated pursuant to the 40R Smart Growth Zoning will be subject to compliance with the 40R Ordinance and Design Standards including the following Sec. 8.8.1.

8.8.1. Additional Standards

8.8.1.1. All renovations shall, to the maximum extent feasible, maintain the scale and proportion of the original building elements including roof shape and height, structural framework, cornice, sign band, window size and symmetry, and decorative elements.

8.8.1.2. On a building proposed for renovation pursuant to the District Ordinance, the covering or removal of original façade elements (columns, pilasters, fenestration, arches, lintels, decorative elements) is prohibited. Proposals for a façade renovation that uses a particular historical style should utilize accurate elements or materials of that style.

8.8.1.3. Applicants for renovation of existing buildings are encouraged to meet with the Brockton Historical Commission prior to submitting an Application to seek their opinion regarding the historical significance of the buildings, if any, and to seek their advice regarding building elements that may benefit from restoration.

The following specific building rehabilitation project is proposed as an important catalyst to the overall implementation of the URP. Public surveys and focus groups repeatedly emphasized the importance of developing at least two or three distinctive restaurants in Downtown Brockton that would provide people a good reason to visit, and to enhance the District's vibrancy and amenity.

Frederick Douglass Center: Restaurant Incubator and Co-Working Space

The two story art deco building at 11-15 Frederick Douglass Avenue is the site of the proposed restaurant incubator and co-working space. The building footprint is approximately 6,300 square feet with a total leasable area of 10,000 square feet. There is also a full basement that is not calculated into the leasable area total.

The building was constructed in the 1930's. The first floor façade is divided into six bays. The three on the right of the arched central doorway are each 25 foot wide. The first two bays to the left of the central doorway are each 25 feet, with the last bay 15 feet wide.

The proposed rehabilitation of the Douglass Center is expected to include Restaurant Incubator spaces, and a co-working space.

A Restaurant Incubator is a relatively new concept. It is intended to help entrepreneurial restaurateurs who lack the capital to make an initial investment to grow their business with limited initial overhead. The Restaurant Incubator proposed here would consist of a series of small, 750 – 1,000 square foot, vanilla box spaces each with their own kitchen constructed to meet commercial kitchen code requirements. The kitchens are proposed to be built with shared black iron duct work and refrigeration to help reduce the build out expense. The "front of the



Downtown Brockton Urban Revitalization Plan

house” dining area would have space for up to eight tables and a small bar. The basement would house prep kitchens, dishwashing, and storage needs. Budding restaurateurs would lease a space for a maximum of five years, enough time to perfect menus, build a base of customers and otherwise polish their concept. At the end of five years, they would relocate to larger restaurant space, hopefully in downtown Brockton.

On the second floor of this building, a co-working space is proposed as a productive workspace for start-up's and freelance workers. It offers a variety of work environments ranging from a coffee house living room, quiet spaces, collaborative commons and a telephone friendly area. Members would have access on a 24-hour basis while non-members are welcome during regular business hours. The space features high-speed wireless access, private meeting and conference rooms with presentation equipment, printers in various formats, and a coffee bar. Examples of co-working space in Massachusetts include Work Bar in Boston, Work Station in Cohasset, The Wheelhouse in Concord and Groundwork in New Bedford.

Scattered Site Building Renovation and Rehabilitation

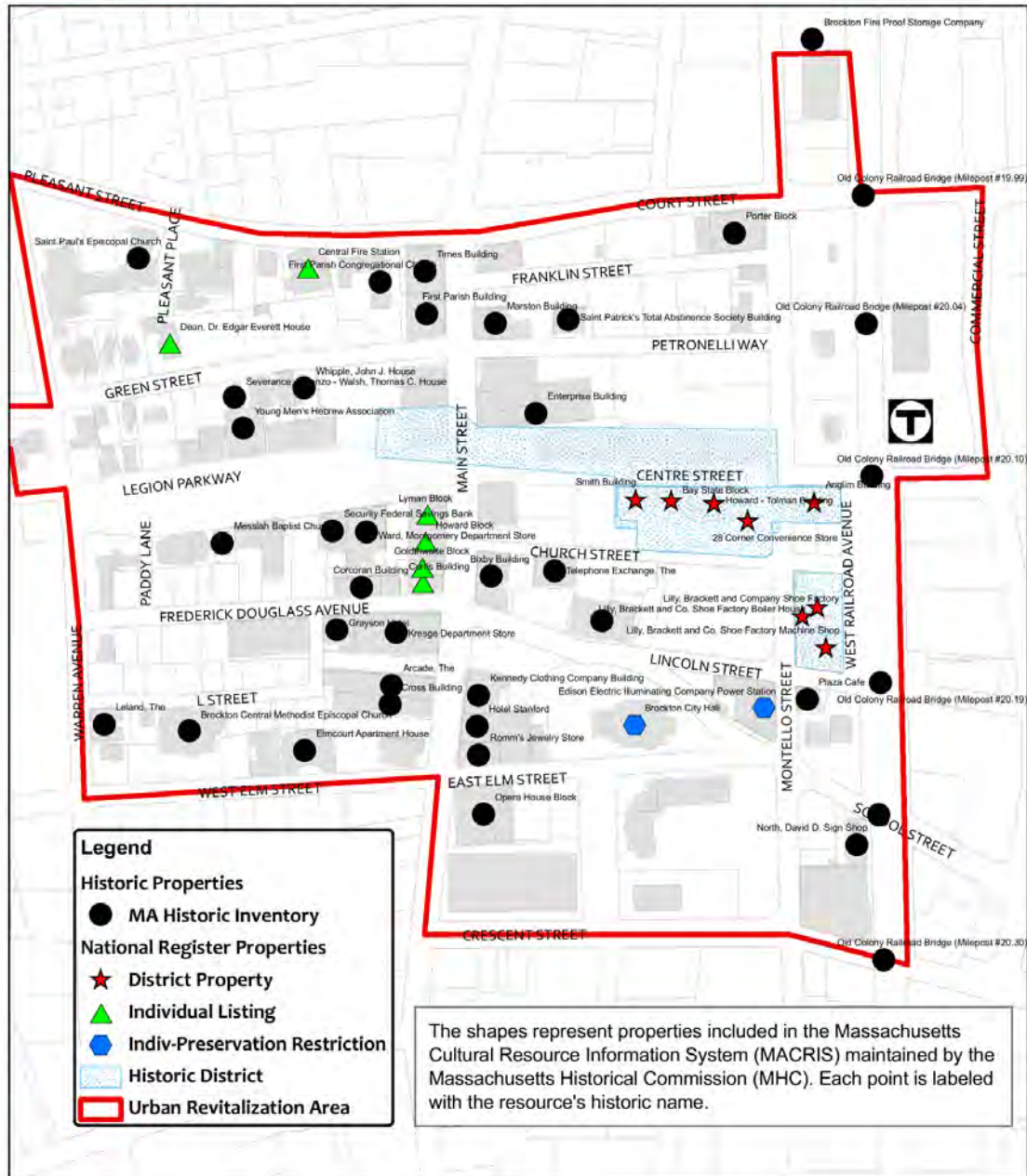
A total of thirty properties have been targeted for rehabilitation within the Urban Revitalization District. These include privately owned buildings that have been determined to be in moderate or severe disrepair, and whose renovation is important to the health and well-being of the residents of the area. This rehabilitation will primarily be market rate, driven by health and building code enforcement and a framework of incentives to improve the housing market and economic vitality in the area, and not driven exclusively by public subsidy.



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Map 2-A Historic Properties



0 150 300 600 Feet



Map in compliance with 760CMR 12.02(1)
Map prepared for the City of Brockton, Mass Development and Stantec by David Streb, AICP; A. G. Jennings LLC.
Data source: City of Brockton and MassGIS

Believed accurate, but use for planning purposes only.
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Downtown Brockton Urban Revitalization Plan

Proposed New Construction

New construction will take place at the site of the proposed retail pharmacy, on the sites proposed to be acquired for construction of a 210-space parking lot, to be followed by mixed-use development in the second phase, and on privately owned lots to be acquired along Montello Street, the publicly owned parcels on Petronelli Way, Franklin Street and the site of the current Police Station.

The two vacant lots at the intersection of Warren Ave and Pleasant Street are proposed to be acquired and sold for development into a mixed commercial and residential use. The existing convenience retail store at 95 Montello Street is proposed to be razed to accommodate new commercial and office space.

Detailed information regarding each proposed and anticipated construction project is included in Section 12.02(3) Project Objectives.

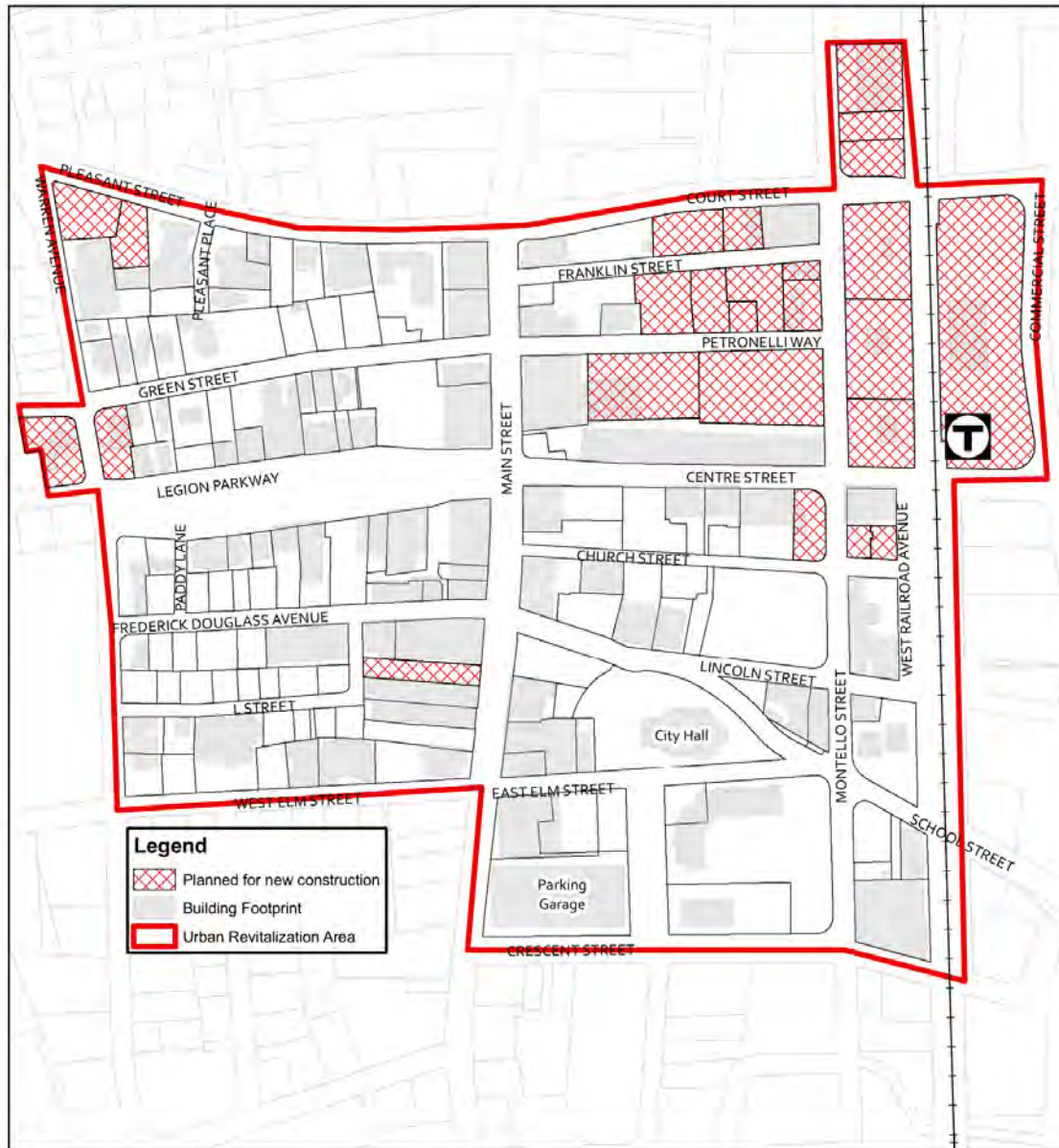
Main Street “Missing Teeth” The uniform street-front of Main Street is broken by two parking lots and one vacant parcel on the block between West Elm and School Streets. One of the parking lots is currently owned by the City, and through implementation of this URP the City would propose disposition of this lot to support infill development and a walkable mixed-use district. This proposed disposition would not move forward until an adequate supply of off-street parking has been provided to accommodate new development, and to offset the loss of spaces that would result from development of this parcel.

Legion Parkway/Warren Ave/Vicente’s Legion Parkway is a natural extension of the important Centre Street corridor and in need of additional planning and redevelopment activities. While the east end of the parkway has strong ties to Main Street, and the center is dotted with historic structures, the western end at Warren Avenue becomes a no man’s land of auto oriented businesses with little connection to the surrounding area. The redevelopment of key parcels on Warren Avenue would knit the neighborhood to the west into the larger community. Recent investment by the Commonwealth has supported the rehabilitation of a long vacant Star Market into a new Vicente’s grocery store and a branch of the Brockton Neighborhood Health Center. (See related news article in Appendix J). In support of the goal of creating a safe walkable path to Vicente’s, this URP proposes to acquire or otherwise cause the redevelopment of the vacant lots at 102 and 108 Pleasant Street, and the auto oriented lots at 76 and 81 Warren Avenue.

A similar effort is anticipated in the high crime area of Green Street that should cause the rehabilitation of several troubled properties and support a “housing first” homeless assistance policy. However, with the exception of the single-family house at 48 Warren Avenue (092-003), which is proposed for acquisition and disposition, the City anticipates relying on stepped-up code enforcement efforts to advance improvements to other Green Street properties.



Map 1-K Parcels Planned for New Construction



0 150 300 600 Feet



Map in compliance with 760CMR 12.02(1)(k)
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb, AICP; A. G. Jennings LLC.
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12.02 (2) Area Eligibility

Location and History

Brockton was an extremely prosperous New England mill town in the latter half of the 19th century and the first half of the 20th century. During the Civil War, Brockton was America's largest producer of shoes. At the dawn of the 20th century, the city had a population of 40,000 and more than 6,000 people were employed in over 100 separate shoe manufacturing entities. These factories created the wealth that would enrich the downtown with many of the beautiful buildings that still stand today.

Thomas Edison built his model of a complete central power station in Brockton in the 1880s, which demonstrated that the Edison three-wire system was capable of providing the general public with safe, stable, and efficient light and power on a community-wide basis. The former John Whipple House at 42 Green St. in Brockton in the heart of the Urban Revitalization District was initially given electricity as part of Edison's demonstration. Ironically, one of the issues facing the project area is the difficulty in providing sufficient power for modern development. The electrical system was placed underground in the downtown which, while keeping unsightly utilities out of sight, made its expansion difficult and costly.

As typical of many northern industrial cities, the factories closed or moved south beginning in the latter half of the twentieth century causing an increase in poverty and a reduction in investment. Numerous economic and social forces have taken their toll on the city over the last fifty years. Economic flight from the downtown to the surrounding towns and perimeter neighborhoods exacerbated these conditions, resulting in a significant number of empty and vacant buildings, many abandoned and taken by the City via tax-title.

Despite the challenges presented by the continued decline of the downtown economy, the Brockton Redevelopment Authority and city officials have worked with local residents to turn around the fortunes of the downtown, bringing a renewed spirit to the City of Champions. Local organizations representing the city's various ethnic groups have sponsored festivals and fairs. The recent renovations to city hall and the creation of an outdoor amphitheater have encouraged outdoor lunch-time events. A weekly farmers market has steadily grown during the summer months. Over the next several years, these small



A weekly Farmer's Market in summer 2015 was accompanied by public performance of music and dance outside of City Hall in the newly constructed outdoor seating.



Downtown Brockton Urban Revitalization Plan

successes will grow and thrive with the increase in residents and amenities that the projects described in this plan will bring to the downtown.

Relevant Municipal Statistics

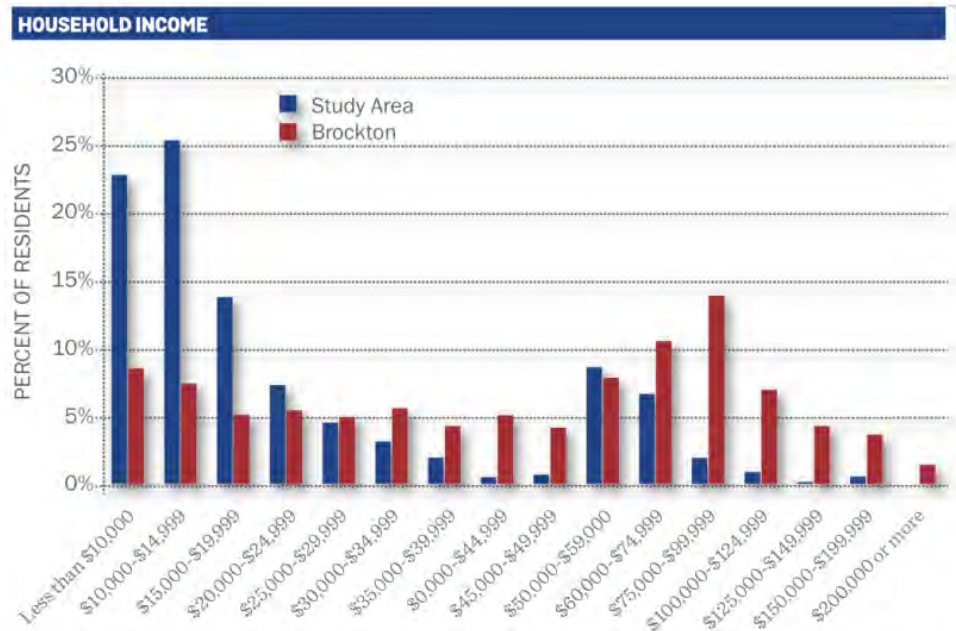
The proposed Urban Revitalization District is located in a designated Environmental Justice Community. Different Census Block Groups meet these criteria based on incomes, minority populations, non-English speaking populations, or a combination of these factors. Downtown redevelopment as proposed in this URP would be consistent with the objectives defined in the Executive Office of Environmental Affairs Policy on Environmental Justice.

According to the 2010 US Census, 31.2% of residents are black or African American, 46.7% are white, 2.3% are Asian, 0.4% are American Indian, 12.5% identify as other races, and 6.9% identify themselves as two or more races, (10.0% of any of these races are Hispanic or Latino). Brockton has the largest population of Cape Verdean ancestry of any city in the United States; 9.0% of residents report this ancestry. The downtown study area has a higher rate of African American residents (36.9%), higher rate of Hispanic people (15.8%) and lower rate of white residents (32.3%) than Brockton as a whole.

The average household in Brockton has 2.8 people and a median age of 36. Households in the downtown study area tend to be somewhat smaller with an average household size of 2.1 people, and they tend to have fewer cars. The average car-ownership level for households within the downtown study area is just 0.7 cars, or less than one for each household. A wide discrepancy in household income levels in the study area suggests the presence of a greater-than-average proportion of affordable housing units. Citywide, age groups are spread relatively evenly among children, adults and elderly. In educational attainment, downtown residents skew slightly lower than the rest of the city.

Household incomes within the proposed Urban Revitalization District are markedly lower than the City as a whole.

MassDevelopment, as part of its



Source: American Community Survey 2009-2013 Estimates and 2010 Census Profile - ESRI Business Analyst Online



Downtown Brockton Urban Revitalization Plan

Transformative Development Initiative, compiled the following data relative to Brockton and for Census Block Group 510900-1, which includes most of the land within the proposed Urban Revitalization District. This District is indicated in the tables below as “TDI District.”

Market Conditions	Brockton	Gateway City	Massachusetts	TDI District*
Median Contract Rent	\$ 918	\$ 711	\$ 936	-
Median Gross Rent	\$ 1,039	\$ 852	\$ 1,069	-
Median Home Value	\$ 229,700	\$ 270,676	\$ 330,100	N/A
Percent Subsidized Housing Units	12.6%	11.4%	9.3%	-
Residential Vacancy Rate	9.6%	8.7%	9.9%	13.9%
Percent Value Residential	77.3%	79.6%	81.8%	-
Percent Value Commercial	16.2%	12.5%	11.9%	-
Percent Value Industrial	2.9%	4.0%	3.2%	-
Percent Value Personal Property	3.6%	4.0%	3.0%	-
Valassis Commercial Vacancy Rate	16.0%	18.0%	16.0%	9.6%
CoStar Commercial Vacancy Rate	9.7%	9.1%	8.8%	7.3%
Retail Rents (Asking Rent Per SF)	\$ 10.97	\$ 13.75	\$ 16.70	\$ 10.73
Office Rents (Asking Rent Per SF)	\$ 13.91	\$ 15.87	\$ 20.74	\$ 15.73

Identity and Social Capital	Brockton	Gateway City	Massachusetts	TDI District*
Population Density (people per square mile)	4,374	2,921	842	0.06
Median Age	36	36	39	28
Percent Non-White	56.1%	38.8%	24.3%	76.8%
Percent Foreign Born	24.7%	20.4%	15.0%	21.8%
Percent Linguistically Isolated	11.3%	10.8%	5.8%	-

All data compiled by the UMASS Donahue Institute for MassDevelopment Transformative Development Initiative. Please attribute use of any data accordingly.



Downtown Brockton Urban Revitalization Plan

Equity	Brockton	Gateway City	Massachusetts	TDI District*
Unemployment Rate	6.4%	6.2%	4.8%	-
Home Ownership Rate	57.3%	50.2%	62.7%	-
% Less than High School	19.4%	18.8%	10.6%	44.2%
% Bachelor's or More	18.0%	23.4%	39.4%	18.0%
Renter Housing Burden Rate	63.0%	57.9%	53.1%	-
Owner Housing Burden Rate	45.1%	37.7%	33.1%	-
Total Housing Burden Rate	52.8%	47.8%	40.6%	-
Median Income	\$ 49,025	\$ 47,525	\$ 66,866	\$ 11,711
% Below Poverty Level	17.9%	18.0%	11.4%	73.8%
% Below Half of Poverty Level	8.0%	7.6%	5.2%	43.9%
Labor Force Participation Rate (16 and over)	67.5%	65.4%	67.7%	-
% 0 to 19 Minute Commute	37.1%	43.5%	38.1%	28.3%
% 60 + Minute Commute	13.5%	9.7%	10.7%	6.1%
Violent Crime Rate (per 100,000)	1,143	678	406	159

Enterprise and Jobs**	Brockton	Gateway City	Massachusetts	TDI District***
Manufacturing, Construction and Related Industries	13.5%	16.4%	15.3%	6.6%
Information, Finance and Professional Services	11.2%	15.9%	24.5%	13.7%
Healthcare and Social Assistance	33.0%	25.2%	17.7%	4.5%
Education	10.4%	9.4%	10.6%	0.3%
Retail, Service, and Entertainment	22.5%	23.6%	24.5%	7.1%
Other	9.4%	7.5%	7.5%	67.9%

All data compiled by the UMASS Donahue Institute for MassDevelopment Transformative Development Initiative. Please attribute use of any data accordingly.

Sources	Variables	Link
MA Workforce Development	Establishments, Employment, Unemployment	http://lmi2.detma.org/lmi/lmi_es_a.asp
2013 ACS 5-year estimates, U.S. Census Bureau	Homeownership, Educational Attainment, Housing Burden, Household Income, Poverty Status, Labor Force Participation Rate, Total Population, Age, Race and Ethnicity, Nativity, Linguistic Isolation, Rent, Commute, Residential Vacancy	http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml
Department of Housing and Community Development: Subsidized Housing Inventory (DHCD SHI)	Subsidized Housing	http://www.mass.gov/hed/docs/dhcd/hd/shi/shiinventory.pdf
PolicyMap / Valassis Lists	Commercial Vacancy	http://www.policymap.com/
MA Department of Revenue	Total Assessed Value	https://dls.gateway.dor.state.ma.us/DLSReports/DLSReportViewer.aspx?ReportName=Comparative_Report&ReportTitle=Community%20Compariso%20Report
2012 ACS Uniform Crime Reporting Statistics, FBI	Violent Crime Rates	http://www.ucrdataatool.gov/index.cfm
MA Office of Geographic Information (MassGIS)	Population Density, Park Acreage	http://www.mass.gov/anf/research-and-tech/it-serv-and-support/application-serv/office-of-geographic-information-massgis/datalayers/osp.html



Downtown Brockton Urban Revitalization Plan

As can be seen from the data included in tables on prior pages, the poverty rate in the City of Brockton (17.9%) is higher than that of Massachusetts (11.4%). However, the study area has a significantly higher poverty rate than the rest of Brockton, 73.8%, approaching three out of every four households! Similarly, while more Brockton residents have failed to complete high school than their state-wide peers (19.4% versus 10.6%), fully 44% of district residents have less than a high school education.

As might be expected, these figures translate into lower area median income. While Brockton has a lower median income than the state (\$49,025 versus \$66,866), the median income in the Census Block Group, which tracks closely to the area of the proposed Urban Revitalization District, is only \$11,711.

Necessity for Public Action

The Brockton Redevelopment Authority finds that within the boundaries of the Downtown Brockton Urban Revitalization District, as otherwise described, there exist conditions of blight, deterioration, decline of property values and business vacancies, and other factors which are injurious to the public health, safety, morals and welfare of the residents of the Commonwealth and people frequenting the area. It is a decadent area, as defined in Mass. Gen. Laws Ch. 121B §1, with many buildings that are physically deteriorated, unfit for human habitation, obsolete, or in need of major maintenance or repair. Much of the real estate in the district has been sold or acquired by the City for nonpayment of taxes, and buildings have been torn down and not replaced. Under existing conditions, and given the present economic conditions and diversity of ownership and inadequate public infrastructure, it is improbable that the buildings will be replaced.

Further the Authority finds that the state of deterioration of some buildings may require acquisition and clearance because their rehabilitation may be impracticable. Other buildings may be conserved or rehabilitated to eliminate the conditions of blight and deterioration.

The Brockton Redevelopment Authority further finds that redevelopment can't be accomplished with existing municipal regulatory powers or by the private sector alone, and to correct the conditions as herein described, it is necessary and in the public interest to establish the Downtown Brockton Urban Revitalization District and to utilize therein the redevelopment provisions of Mass. Gen. Laws Ch. 121B.

At their regularly scheduled meeting on January 6, 2016, the Board of the Brockton Redevelopment Authority unanimously approved the following Finding and Declaration:



Downtown Brockton Urban Revitalization Plan

CITY OF BROCKTON

BROCKTON REDEVELOPMENT AUTHORITY

Finding and Declaration of Necessity and Purpose

At the duly scheduled meeting of the Brockton Redevelopment Authority, said authority hereby finds and votes that there exist, within the boundaries of the Downtown Brockton Urban Renewal District, as otherwise described, the Brockton Redevelopment Authority hereby finds that there exists conditions of blight, deterioration, decline of property values and business vacancies, and other factors which are injurious to the public health, safety, morals and welfare of the residents of the commonwealth and people frequenting the area.

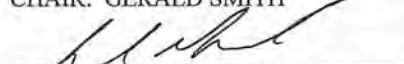
The district is a decadent area, as many buildings are out of repair, physically deteriorated, unfit for human habitation, obsolete, or in need of major maintenance or repair. Much of the real estate in the district has been sold or taken for nonpayment of taxes, and buildings have been torn down and not replaced. Under existing conditions, and given the present economic conditions, diversity of ownership, and obsolete street patterns, it is improbable that the buildings will be replaced.

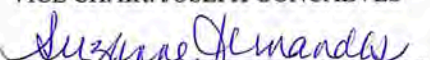
Further it finds that many of the properties within the District may require acquisition and clearance because their state of deterioration may make impracticable their reclamation by conservation or rehabilitation, while others may be conserved or rehabilitated in such a manner that the conditions of blight and deterioration may be alleviated or eliminated.


The Brockton Redevelopment Authority further finds that redevelopment can't be accomplished with existing municipal regulatory powers or by the private sector alone, and to correct the conditions as herein described, it is necessary and in the public interest to declare the Downtown Brockton Urban Renewal District as an urban renewal area and to utilize therein the urban renewal and redevelopment provisions of MGL Chapter 121B.


CLERK SIGNATURE


CHAIR: GERALD SMITH


VICE CHAIR: JOSEPH GONCALVES


TREASURER: SUZANNE FERNANDES


PHILIP GRIFFIN



12.02 (3) Project Objectives

Vision Statement

The following Vision Statement was first established in the 2011 Brockton Downtown Report and was re-confirmed within the Action Strategy planning process:

Downtown Brockton shall be a lively, walkable multi-cultural center that celebrates the arts, history, innovation, and the Salisbury Brook, capitalizing on its role as a regional governmental, service and transit center. Downtown Brockton will feature new housing and mixed-use development strengthening the Downtown and renewing it as the heart of the City (McCabe pg. 2, October 2011).

This Vision Statement also guides this URP. This URP is fully consistent with, and is intended to advance, this endorsed Vision Statement. The following development projects, which are further described in the following sections, will be integral to the implementation of the URP:²

Phase One

- A. Temporary Parking Lot, 210 spaces
- B. Furniture Building, 93 Centre Street, rehabilitation
- C. Kresge Building, 121 Main Street, rehabilitation
- D. First Parish Building, 19 Main Street, rehabilitation
- E. 48 Warren Ave single family residence
- F. Historic Petronelli Gym rehabilitation
- G. 95 Montello Street
- H. 47 West Elm Street rehabilitation
- I. Petronelli Way Mixed-Use new construction - 135 housing units and retail
- J. Frederick Douglass Restaurant Incubator

Phase Two

- K. Enterprise Block Phase 2
- L. New Municipal Parking Garage
- M. Construction of new Pharmacy on Montello Street
- N. Hotel Grayson rehabilitation into a mixed retail, office and arts complex
- O. Montello Street Mixed-Use New Construction - 130 housing units, retail and parking
- P. Warren and Pleasant Street Gateway Development
- Q. Shawmut Bank Building, 90 Main Street, rehabilitation

Phase Three

- R. Commercial Street Mixed-Use new construction of 155 housing units, retail and parking
- S. Fire Station building renovation into mixed residential-commercial use

² Proposed phasing may vary based on market conditions, availability of project funding or other factors.



Downtown Brockton Urban Revitalization Plan

- T. Legion Parkway Northwest, 76 Warren Ave.
- U. Legion Parkway Northwest, 81 Warren Ave.
- V. Main Street, disposition of city-owned lot for multi-story infill construction

Housing as Basis of Economic Development and Downtown Revitalization

Research conducted by the Metropolitan Area Planning Council for the Greater Boston area shows that the demand for multifamily housing units in Brockton will increase by 1,300 rental units and 800 owner-occupied units by 2030. This demand is driven by Brockton's nature of being a "Gateway Community" that attracts immigrants and by those that desire to live close to transit. Brockton's own Housing Strategy also documents the need for housing. Further documentation of demand is available from the Foundation for Growth, Housing and Employment in 2020 Technical Report by the Donahue Institute of the University of Massachusetts prepared for the Massachusetts Housing Partnership, Foundation for Growth Initiative.

Notably, an estimated 14% of Brockton households have no vehicles available, and many two-adult households have only one vehicle available.

The BRA understands DHCD's policy objective that, in any project area the reuse of which will be predominately residential, an objective shall be the provision of housing units for low or moderate income households.



The City of Brockton's commitment to advance this objective is already secure in the standards it applies to new development in Downtown Brockton. The language in the Downtown Brockton 40R Smart Growth Zoning District Ordinance at Sec. 27-91 (K)(1), requires that:

"Twenty percent (20%) of all dwelling units constructed in a Development Project shall be Affordable Units. Twenty-five percent (25%) of all rental dwelling units in a Development Project shall be Affordable Units. Provided however, for Development Projects in which all of the dwelling units are limited to occupancy by elderly persons and/or by persons with disabilities, twenty-five percent (25%) of the dwelling units shall be Affordable Units, whether the dwelling units are rental or ownership units."

The fact that all of the development proposed as part of this URP is expected to be permitted and constructed pursuant to 40R will ensure that development, as it moves forward, will create housing that will be available to a broad range of incomes and demographics (i.e. family size). In addition to unmet regional (and local) demand for new housing and retail, the characteristics of



Downtown Brockton Urban Revitalization Plan

existing properties in downtown also create opportunities for redevelopment. Low land values, modest building values, and property-utilization rates show that opportunities exist for rehab, infill, and/or large-scale redevelopment near the commuter rail station.

The City of Brockton has also enacted policy to ensure that, as development and redevelopment takes place, it will create new resources to support public investment downtown.

Following on recommendations from prior planning efforts, a District Improvement Financing (DIF) District was adopted in 2015 pursuant to Mass. Gen. Laws Ch. 40Q. Within the DIF District (which encompasses all of the proposed Urban Revitalization District), additional property tax revenues resulting from new investment in downtown will be available for the City to direct toward implementation of the redevelopment strategies described in this plan. DIF revenues can be used for a range of eligible purposes, including public infrastructure investments. The DIF District is an important foundation for the Brockton Downtown Action Strategy, as it ensures that, as progress is made toward redevelopment, this will translate into new revenues available to support ongoing plan implementation.

Smart growth zoning (a “40R district”) represents another financing source, as each residential unit constructed within a 40R district is entitled to \$3,000 of unrestricted Density Bonus funds to the City (subject to appropriation by the legislature, which to date has been reliable). Expansion of the 40R district, which has been proposed separately and is currently under review, would expand opportunities for renovation and new development, with a corresponding increase in potential buildout and both 40R and DIF revenues.

As a precursor to this Urban Revitalization Plan, the City has completed an intensive public planning process resulting in Brockton Downtown Action Strategy completed in December 2015. This URP builds directly on the Action Strategy recommendations and provides the City with the legal tools necessary to implement the Action Strategy (through this URP).

Guided by the recommendations of the Brockton Downtown Action Strategy, the DIF, the 40R district expansion, and many years of prior public planning efforts, this URP will help stimulate new private investment that generates revenue to support continued public investment in downtown improvements. In other words, the growth spurred by these planning efforts will pay for even more growth.

Plan Objectives

Downtown Brockton is in the midst of a dynamic period in the real estate market. This URP is a dynamic plan, and is fundamentally organized to anticipate and support dynamic actions on the part of the City of Brockton and the BRA. With the 2015 enactment of DIF, a foundation of the financing resources available to implement this URP will result directly from the success of the redevelopment efforts as DIF revenues accrue from new investment.

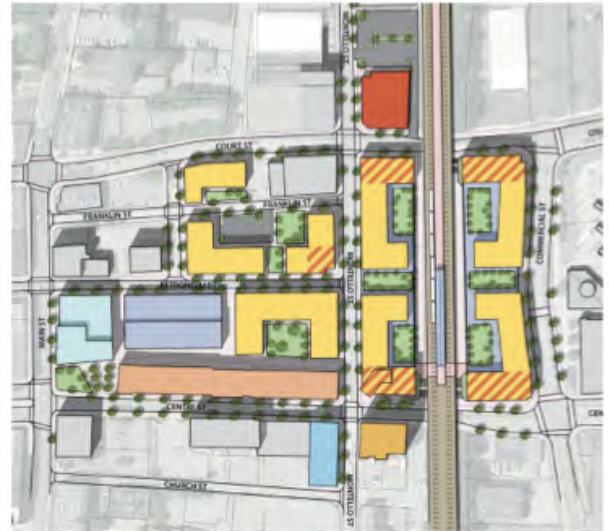


Downtown Brockton Urban Revitalization Plan

The URP objectives include anticipating and facilitating real estate development and redevelopment in Downtown Brockton, then reinvesting to support increasing real estate values.

This section includes a description of each of the development projects that this URP is intended to support directly through public action as proposed herein.

Because of the dynamic nature of the DIF financing, which necessitates that specific projections of financial resources for implementation will accrue as a function of development and redevelopment, this URP proposes phased development and public investment. Early phase projects – especially those that were conceptualized in detail in the Brockton Downtown Action Strategy – are more clearly articulated, including relative to projections of future Assessed Values and associated DIF Revenues. This URP also includes other projects that are anticipated to proceed in later phases.



Vision from the Brockton Downtown Action Strategy

Development projects included in this URP are either proposed for public action (i.e. acquisition, disposition, rehabilitation, etc.) or as future projects anticipated to move forward as a result of private development (and which would contribute DIF Revenues in support of the URP Financial Plan). These are summarized on Map 3-A Index of Redevelopment Parcels.

Phasing of Rehabilitation, Development and Redevelopment Projects

The section proposes or estimates phasing for each of the development projects that are either proposed through this URP or anticipated as contributing future DIF Tax Increment Revenues.

Phasing is proposed in some instances to allow the most efficient construction staging, such as through the construction of a temporary surface parking lot to facilitate renovation of the Furniture Building and to support other downtown uses. In other instances phasing is estimated to reflect potential market absorption, and, in instances where public action is proposed pursuant to this URP, to allow enough time to negotiate the public/private financing strategies that most of these projects will likely require.

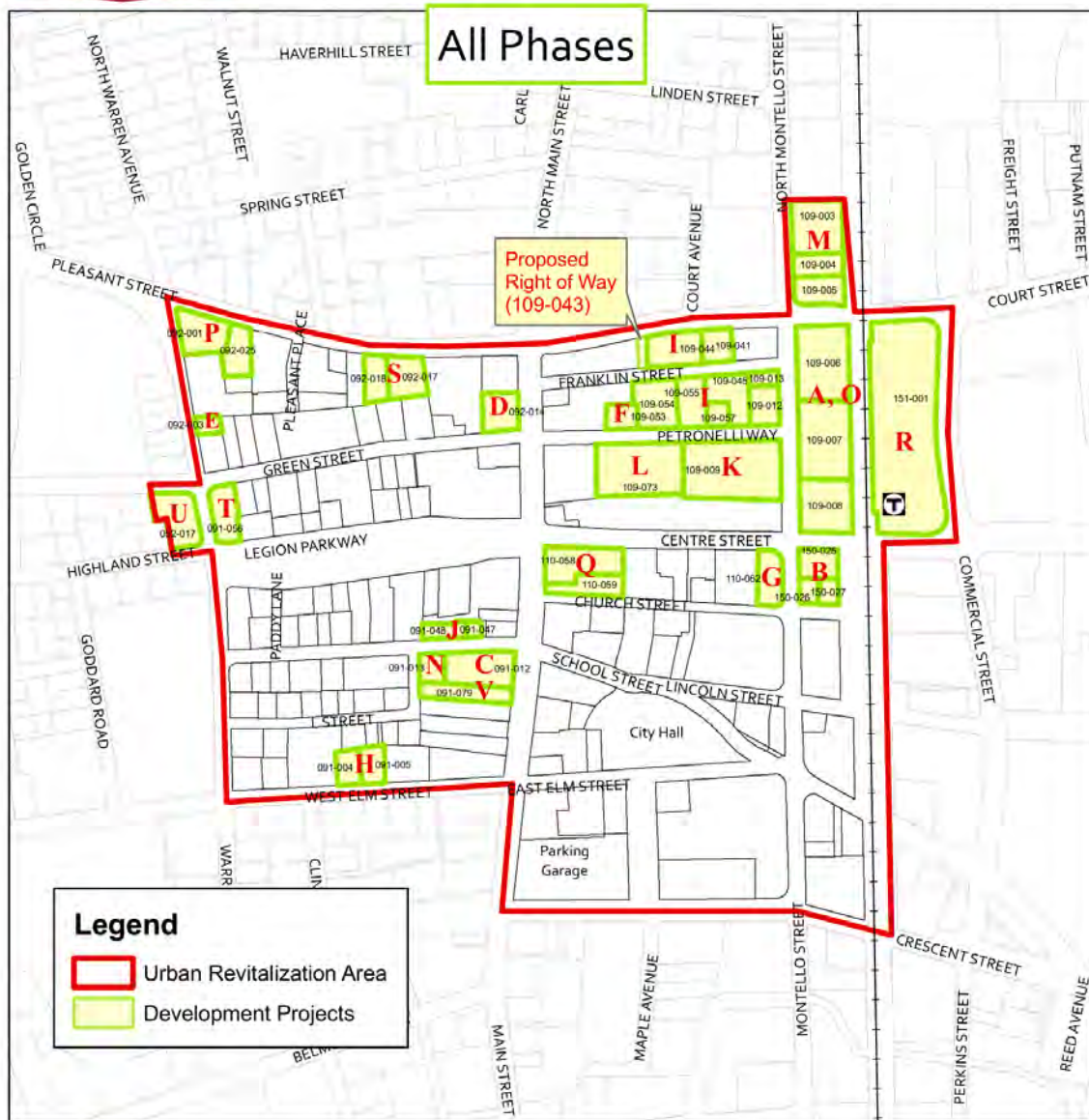
As with any plan with a multi-year implementation timeline, proposed phasing may vary based on market conditions, availability of project funding or other factors.



Downtown Brockton Urban Revitalization Plan



Map 3-A Index of Revitalization Parcels



0 195 390 780 Feet



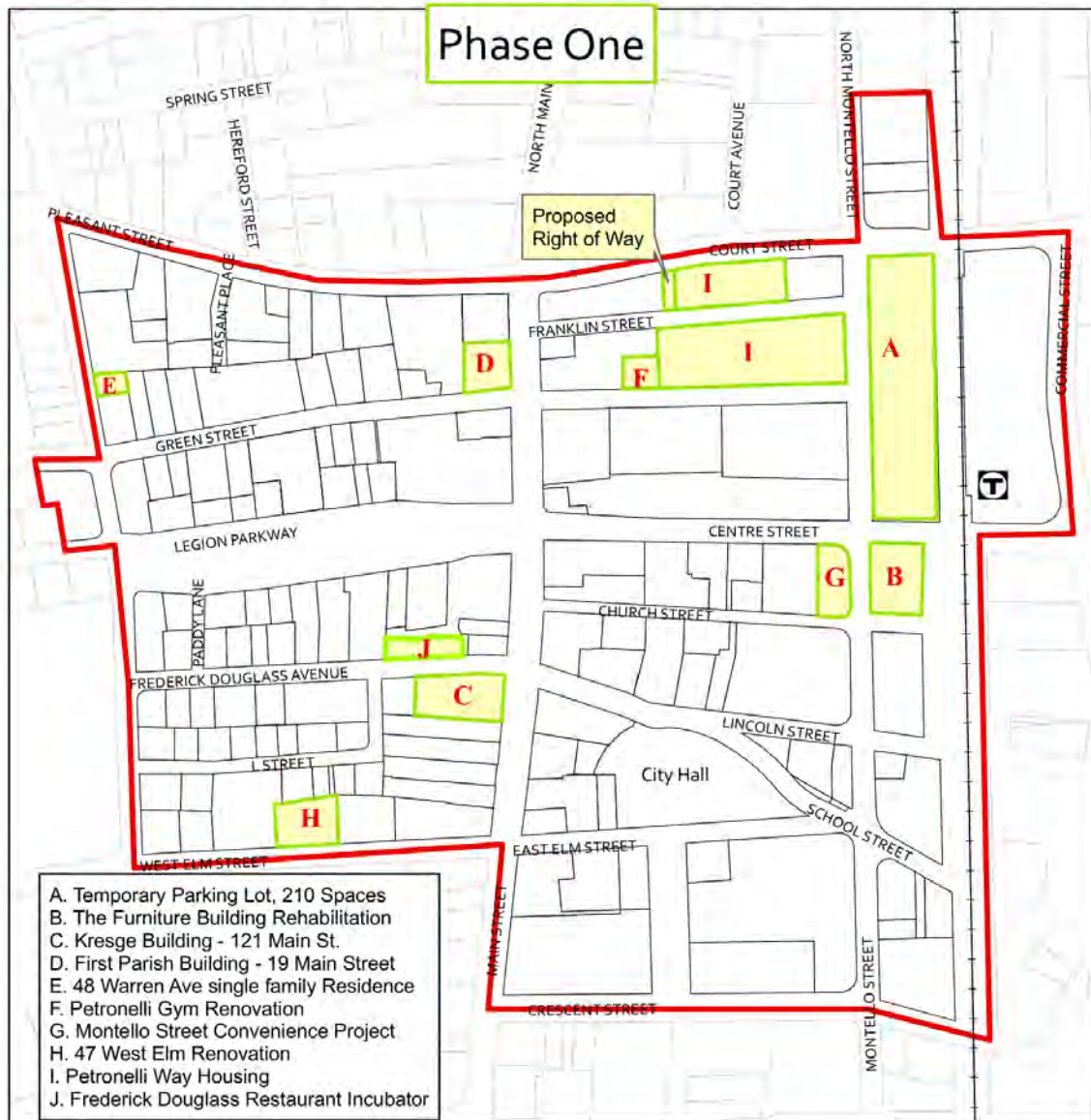
Brockton Urban Revitalization Area Project location index.
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb, AICP; A.G. Jennings LLC.
Data source: City of Brockton and MassGIS

Believed accurate, but use for planning purposes only.

March 4, 2016



Map 3-A-1 Index of Revitalization Parcels



0 150 300 600 Feet

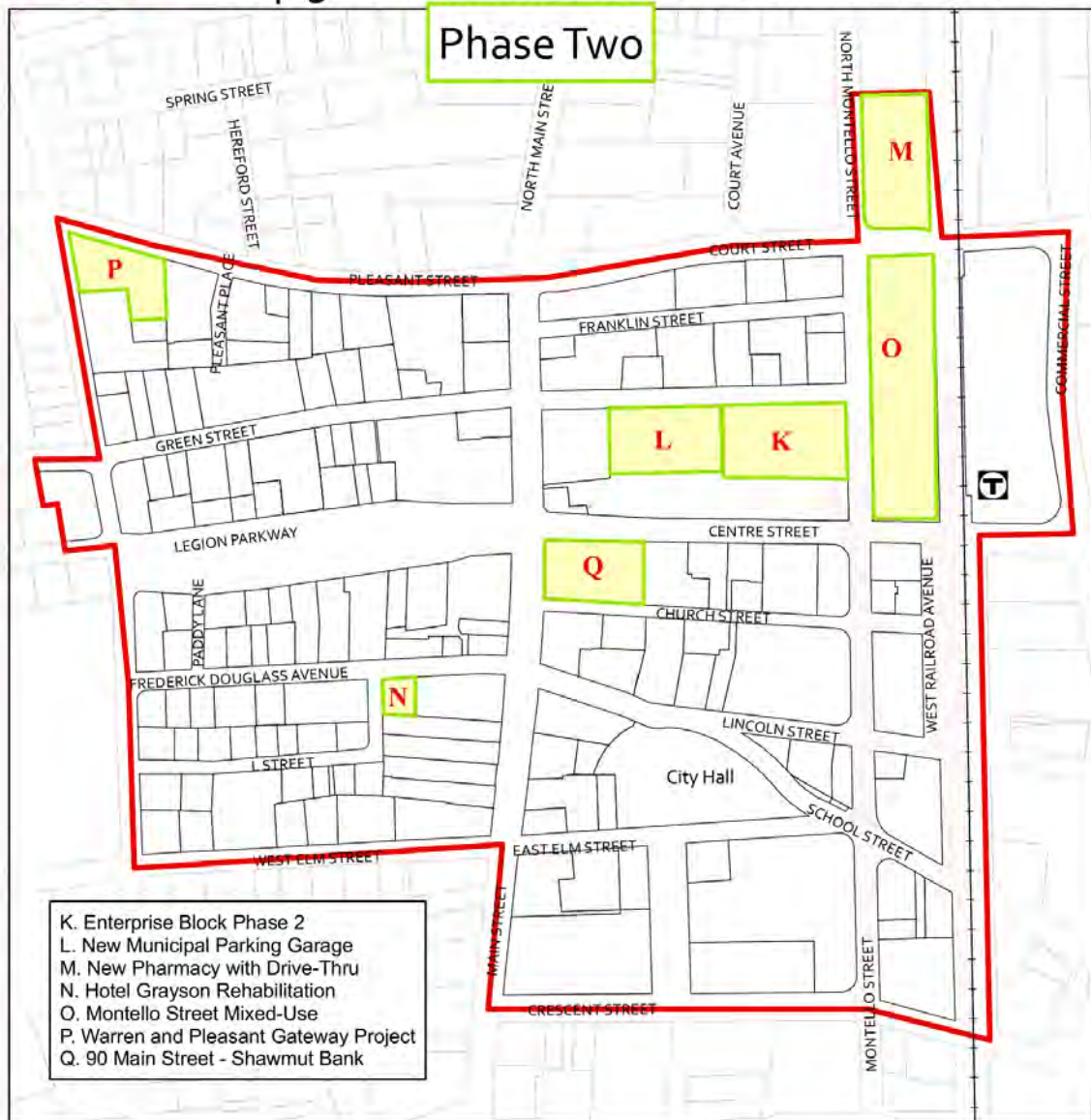


Brockton Urban Revitalization Area Project location index.
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb, AICP; A.G. Jennings LLC.
Data source: City of Brockton and MassGIS

Believed accurate, but use for planning purposes only.
March 4, 2016



Map 3-A-2 Index of Revitalization Parcels



0 150 300 600 Feet



Brockton Urban Revitalization Area Project location index.
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb, AICP; A.G. Jennings LLC.
Data source: City of Brockton and MassGIS

Believed accurate, but use for planning purposes only.

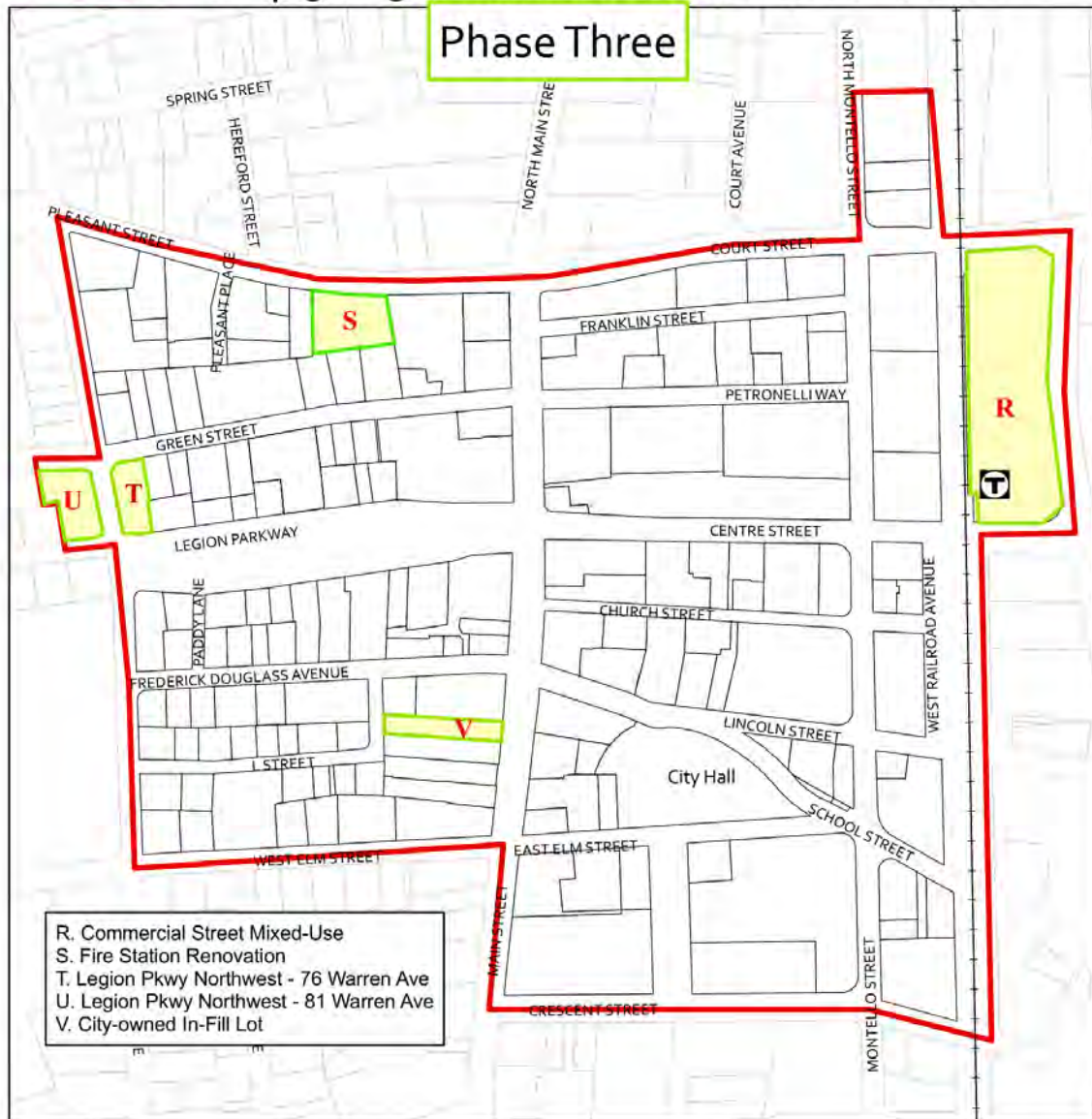
March 4, 2016



Downtown Brockton Urban Revitalization Plan



Map 3-A-3 Index of Revitalization Parcels



Brockton Urban Revitalization Area Project location index.
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb, AICP; A.G. Jennings LLC.
Data source: City of Brockton and MassGIS

Believed accurate, but use for planning purposes only.

March 4, 2016



Downtown Brockton Urban Revitalization Plan

Phase 1 (est. FY17 – FY18)

A. Temporary Parking Lot, 210 spaces (109-006, 109-007, 109-008)

As new development transforms the project area west of the train station and displaces existing parking lots, the major development initiatives in this plan, along with those launched by W.B. Mason and others, will require a temporary parking solution. Bounded by Court Street, Montello Street, and Centre Street, this temporary parking lot will serve the area's parking requirements until the redevelopment of the Montello/rail block into a new mixed-use development which will include additional structured parking.



Temporary surface parking to support existing and new uses

Residential, retail and commercial entities all rely on parking. As new development transforms some existing parking lots, the major development initiatives in this plan, along with those launched by W.B. Mason and others, will require a temporary parking solution. Within 10 years, the plan calls for redeveloping the Montello/rail block into a new mixed-use development that includes additional structured parking.



Development Economics

Surface parking spaces	200
Estimated cost (demolition and development)	\$1,000,000
Potential financing mechanism: MassWorks, DIF	

While temporary, surface parking here and throughout the study area will remain in place for several years. To support the longer-range vision of more activity in downtown, temporary lots should focus on improving the design of the pedestrian edge with distinctive paving, fencing, and plantings. Where possible, surface lots should add street trees and landscaped islands within the parking field. Where feasible, plan landscaping to allow the retention of street trees and perimeter trees when a lot eventually undergoes redevelopment.



Downtown Brockton Urban Revitalization Plan

Construction of the temporary parking lot will rely on acquisition and demolition of three structures as described in Section 12.02(1) Parcels Eligible for Acquisition and as shown here.



The three parcels located between Montello Street and the Commuter Rail right-of-way are underutilized, with one building vacant and, on all three parcels, significant percentages of surface parking.





Downtown Brockton Urban Revitalization Plan

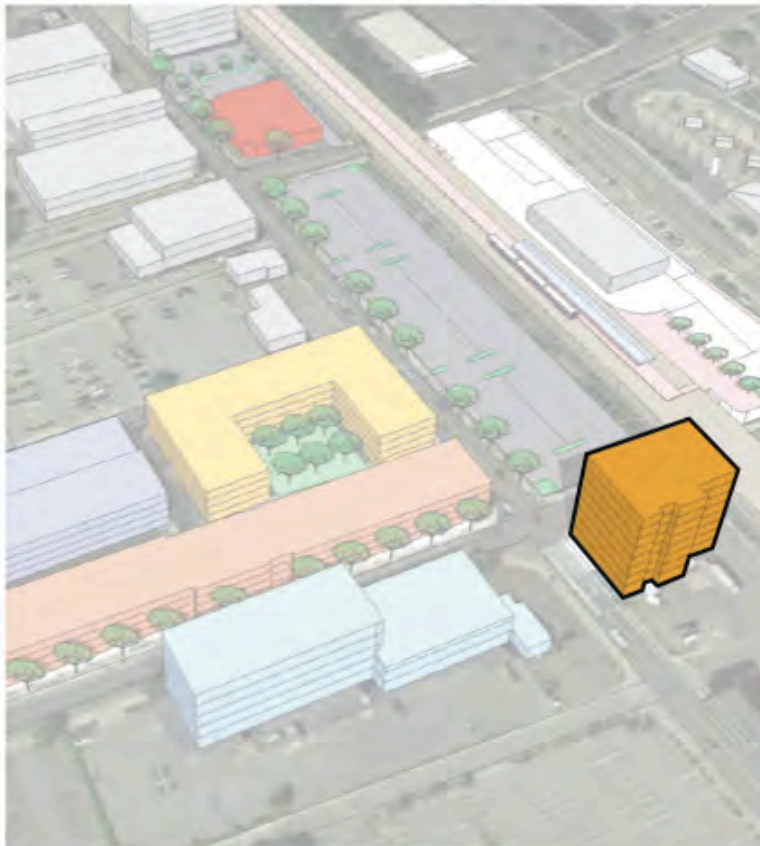
B. The Furniture Building Rehabilitation (150-025, 150-026 and 150-027)

The eight story historic building at 93 Centre Street, commonly known as The Furniture Building, is proposed for rehabilitation into 60-70 units of mostly market-rate housing above first floor commercial space. Site renovations will be supported by access to adjacent parking resulting from construction of the temporary surface parking lot.

93

Rehabilitation of 93 Centre

The building at 93 Centre Street is emblematic of Brockton's collection of important historic buildings. Rehabilitation of this building will add to the vibrancy of a revitalized Centre Street.



Development Economics

Retail space (gross square feet)	3,821gsf
Residential units	60
Residential space (gross square feet)	57,323gsf
Spaces required in municipal parking structure	48
Surface parking spaces	0
Projected development costs	\$16,400,000
Potential financing mechanism: Debt; federal and state historic tax credits; Housing Development Incentive Program (HDIP); owner's equity; other sources	



Downtown Brockton Urban Revitalization Plan

C. Kresge Building 121 Main Street (091-012)

This project involves the acquisition and renovation of a 16,500 square foot Art Deco building into a mixed commercial and residential use. Its location at the intersection of Frederick Douglass Avenue will support the other redevelopment efforts planned for this area, including the proposed Restaurant Incubator and Hotel Grayson renovation. Renovation cost estimates for the Kresge building were prepared in 2011 and are included in Appendix D. *(Note: façade panels have been removed since date of photo below).*



D. 19 Main Street – (092-014)

The First Parish Building, a three story building currently owned by the city, will be renovated into first floor retail and upper floor residential to enhance the commercial vitality of Main Street.

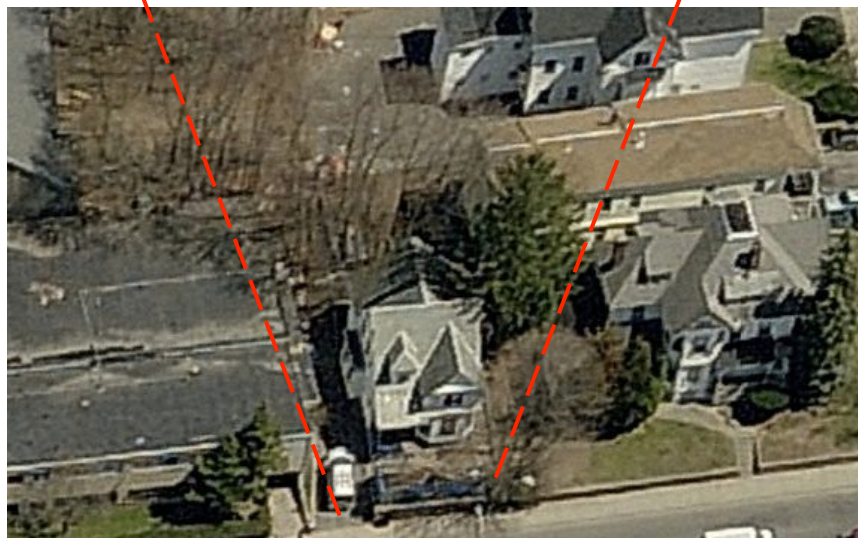




Downtown Brockton Urban Revitalization Plan

E. 48 Warren Ave Rebuild of single family home (092-003)

This single family home is currently empty and boarded and is located on Warren Avenue, a busy thoroughfare. Its surroundings have improved with the opening of Vicente's Market and the Brockton Neighborhood Health Center branch. The property is proposed to be acquired and renovated to provide affordable housing to an income-eligible household. The BRA is presently moving forward with the receivership process.





Downtown Brockton Urban Revitalization Plan

F. Petronelli Gym Rehabilitation (109-053)

The historic Petronelli Gym, at 28 Petronelli Way, is the location where heavyweight boxing champion Marvin Hagler trained. This historic building is proposed to be renovated into first floor commercial space with residential uses on the upper floors. Renovation cost estimates prepared in 2011 are included in Appendix D.



G. 95 Montello Street (110-062)

The convenience store on Montello Street between Centre and Church Streets will be acquired and demolished for future redevelopment.





Downtown Brockton Urban Revitalization Plan

H. 47 West Elm Street - (091-004 and 091-005)

This multi-story building used to be a multi-story office building, but is currently empty and fire damaged. It is proposed to be acquired and renovated into residential apartments that meet housing-quality standards. This project will benefit from construction, on adjacent land, of the L Street Tot Lot and Playground described in the Public Improvements section of this URP.





Downtown Brockton Urban Revitalization Plan

I. Petronelli Way Mixed-Use (109-012, 109-013, 109-045, 109-044, 109-055, 109-057, 109-041, 109-044)

A 135-unit residential development with 3,000 square feet of ground-floor retail is proposed to be built on the northwest corner of Petronelli Way and North Montello Street in the second phase of development. Construction would begin after completion of the Enterprise Block and the new garage. People who currently park in the surface lot would shift to the temporary parking lot east of North Montello Street.



Mixed-use development: Petronelli Northside

A 135-unit residential development with 3,000 square feet of ground-floor retail would be built on the northwest corner of Petronelli Way and Montello in the second phase of development (3 to 5 years). Construction would begin after completion of the Enterprise block and the new garage. People who currently park in the surface lot would shift to the temporary lot east of Montello. The municipal parking facility and on-site parking would meet residents' parking needs.



Development Economics

Retail space (gross square feet)	3,000gsf
Residential units	135
Residential space (gross square feet)	109,500gsf
Spaces required in municipal parking structure	75
Surface parking spaces	33
Projected development costs	\$30,000,000
Potential financing mechanism: 40% affordable housing tax credits for residents making up to 60% Area Median Income, or approximately \$42,000/year for a two-person household in Plymouth County; conventional debt	

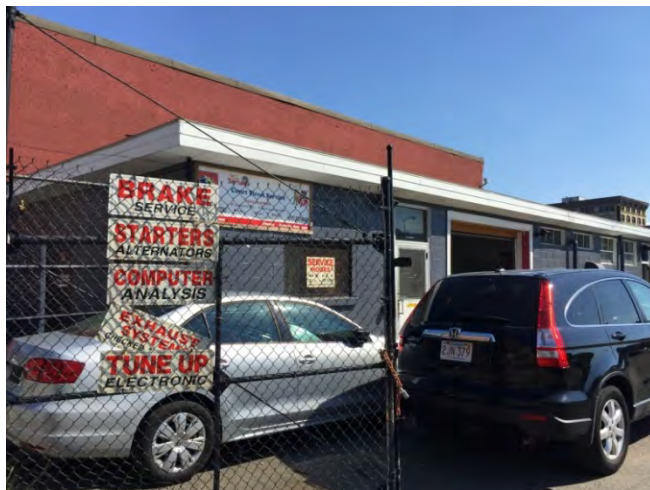


Downtown Brockton Urban Revitalization Plan

Construction of the Petronelli Way project will rely on acquisition and demolition of structures as described in Section 12.02(1) Parcels Eligible for Acquisition and as shown here.



The Petronelli Way project is one of the catalytic development sites identified in the Brockton Downtown Action Strategy. It will require displacement of businesses, but efforts will be made to retain these businesses in Downtown Brockton.





Downtown Brockton Urban Revitalization Plan

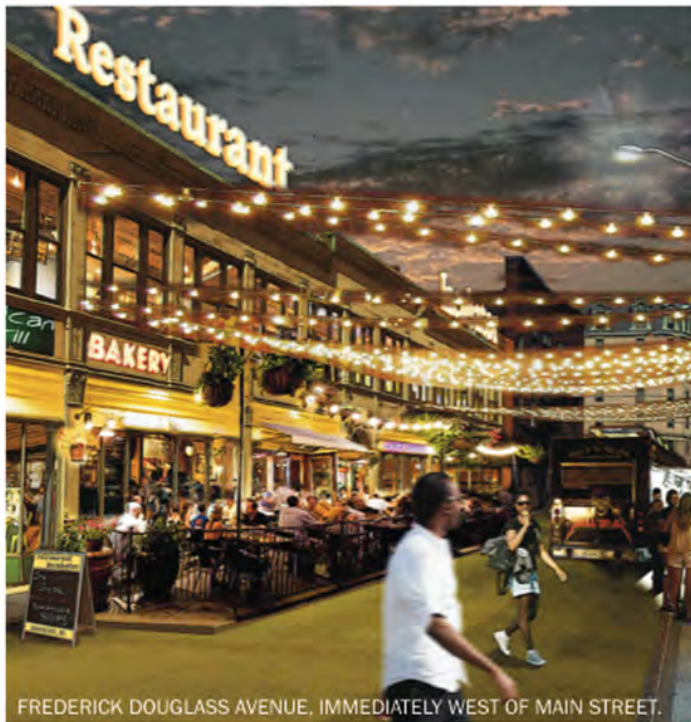
J. Frederick Douglass Restaurant Incubator and Co-working Space (091-047, 091-048)

The two-story structure at 11-15 Frederick Douglass Avenue is proposed to be converted into a restaurant incubator to help meet the stated desire for additional restaurants downtown. Incubators help entrepreneurs start restaurants in low-cost space that allows the owners to focus on concept, refine menus, and develop a feel for the market—without a big up-front investment. The project will also include co-working space to provide entrepreneurs shared telephones, copiers and meeting space. It will take advantage of a pending zoning change that will allow outdoor dining to bring a vibrant and healthy change to this part of downtown.



Restaurant incubator and shared workspace

The most-desired downtown amenity in the study's survey was restaurants. A restaurant incubator would house a changing array of street-level dining options run by entrepreneurs testing concepts for restaurants with minimal financial risk. An expanded commercial kitchen could also give other food businesses access to a professional facility, helping them expand their operations. At present, the construction figures below account for structural renovation of the entire property, including a new roof, and the updating of any major structural elements. Only the ground floor will be renovated for use. Similarly, rental income is only shown for the ground floor space, with the upper level uses still to be determined.



FREDERICK DOUGLASS AVENUE, IMMEDIATELY WEST OF MAIN STREET.



Development Economics

Restaurant incubator (gross square feet)	3,125gsf
Parking spaces—shared with city lots	
Projected development costs	\$2,800,000
Potential financing mechanism: Conventional debt; grants	



Downtown Brockton Urban Revitalization Plan

The photos below illustrate existing conditions on Frederick Douglass Avenue, including (on the left) 11-15 Frederick Douglass Avenue, and on the right the Hotel Grayson in the foreground and the Kresge Building in the background.





Downtown Brockton Urban Revitalization Plan

Phase 2 (est. FY19 – FY22)

K. Enterprise Block Phase II

This project is fully permitted for construction of a new multi-story building to create 102 units of housing as the second phase of the Enterprise Block project (which began with recent construction of the Enso Lofts and Centre 50). The project is planned as a U-shaped residential building with an interior yard. It will be located between Petronelli Way and Centre Street, and its residential façade will visually anchor the corner of Montello Street and Petronelli Way.





Downtown Brockton Urban Revitalization Plan

L. New Municipal Parking Garage

This project will include construction of a 400-space municipal parking facility to support the planned Phase II development of the Enterprise Block and other initiatives in the area of Montello and Crescent Streets near the downtown commuter rail station. As part of a later development project, a new road will be constructed across Petronelli Way to align with a central entrance on the north side of the garage to improve vehicular access.



Structured parking to support multiple redevelopment projects

Build a 400-space municipal parking facility to support the planned Phase II redevelopment of the Enterprise Block and other initiatives. The plan locates the garage on the east side of the site to better serve multiple users. The Action Strategy recommends the introduction of a new road across Petronelli Way to align with a central entrance on the north side of the garage.



Development Economics

Structured parking spaces	400
Projected development costs	\$18,000,000*
Potential financing mechanism: MassWorks, District Improvement Financing, Municipal Bond Financing, private capital	

*assumes prevailing wage



Downtown Brockton Urban Revitalization Plan

M. New Pharmacy (109-003, 109-004 and 109-005)

A new 14,000 square foot chain drug store will be built adjacent to the train tracks at the corner of North Montello and Court Streets. It will include a drive-through and pharmacy, and will provide an important amenity for residents of downtown that was said to be lacking during the public comment sessions.



New pharmacy to add a crucial amenity

Pharmacies represent an important amenity for both downtown residents and workers. Locating one on Montello would assure easy access for commuters driving by. The pharmacy will need dedicated parking and a drive-through window to serve the commuter market, but it should not follow the typical suburban format, which puts parking in front of the building. Instead, it should follow a few simple design principles—primarily siting the building right along the sidewalk, moving parking to the north side of the parcel, and providing landscaping within the parking field and on its edges—in order to strengthen walkability and other in the area.



Development Economics

Surface parking spaces	50
Parking field size (gross square feet)	14,000gsf
Projected development costs	\$5,000,000
Potential financing mechanism: Conventional debt and equity	



Downtown Brockton Urban Revitalization Plan

Construction of the pharmacy will rely on acquisition and demolition of one structure as described in Section 12.02(1) Parcels Eligible for Acquisition and as shown here.



Public meetings, focus groups and a resident survey indicated strong interest in seeing a new pharmacy with convenience retail to supplement the current retail offerings in Downtown Brockton. These parcels are well located, and are configured to accommodate a stand-alone pharmacy.





Downtown Brockton Urban Revitalization Plan

N. Hotel Grayson Building 28 Frederick Douglass Avenue (091-013)

This empty and boarded former hotel of 20,000 square feet will be renovated into a mixed retail, office and arts complex. It is located directly across from the proposed Restaurant Incubator project at 11-15 Frederick Douglass Avenue.





Downtown Brockton Urban Revitalization Plan

O. Montello Street Mixed Use Development (109-006, 109-007 and 109-008)

The Montello Street Mixed-Use Development is proposed to be built between Centre Street and Court Street adjacent to the train station, replacing the temporary parking lot proposed to be constructed during the initial phase of implementation. It is projected to include 130 units of housing, 9,000 square feet of retail space and a 150 space two level structured parking garage.

Montello Street Mixed-Use

YEARS 5-10



G

Montello Street Mixed-Use Development, 130 units of housing + 9,000sf of retail + 150 parking stalls (structured, one level)



Downtown Brockton Urban Revitalization Plan

P. Warren and Pleasant Street Development (092-001 and 092-025)

Two vacant parcels at the intersection of Warren and Pleasant Street are across from the recently developed Vicente Market on a heavily travelled corridor. This site is an important gateway to the downtown area. The two parcels, roughly 23,000 square feet in total, will be utilized for the development of a mixed-use residential-commercial project.



Q. 90 Main Street - Shawmut Bank Building (110-058 and 110-059)

The properties adjacent to the W.B. Mason headquarters, including the former Shawmut Bank Building and adjacent surface parking, are proposed to be acquired and renovated as expanded office with potential for ground level retail.





Downtown Brockton Urban Revitalization Plan

Phase 3 (est. FY22 – FY26)

R. Commercial Street Mixed-Use (Police Station Redevelopment, 151-001)

The construction of a new Public Safety complex (not funded through this URP) will allow for the relocation of the Police Station, and will allow for disposition of this transit-adjacent property for redevelopment. The existing Police Station building will be demolished by the redeveloper (as a condition of disposition) and will be replaced with a new development to include 155 units of housing, 9,000 square feet of retail space and a 260 space structured parking garage. Disposition and redevelopment of this parcel will take into account the easement held by the MBTA on both T maintenance access and customer pickup/dropoff ramps, including relative to the City's responsibilities for snow removal pursuant to those easements.

Future Build-Out

YEARS 10 AND BEYOND



Commercial Street mixed-use development, 155 units of housing + 9,000sf of retail + 260 parking stalls (structured, two levels)



Future Commercial Development



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S. Fire Station Renovation – 42-52 Pleasant Street (092-017, 092-018)

Following the construction of a new Public Safety Complex, the two fire station buildings on Pleasant Street will be sold and renovated into a mixed-use residential commercial building. The historic nature of the fire station and fire alarm building make them amenable to rehabilitation with ground floor retail/restaurant use and residential above.



T. Legion Parkway Northwest 1 – Gas Station at 81 Warren Avenue (052-017)

Legion Parkway is a natural extension of the important Centre Street corridor and in need of additional redevelopment activities. While the east end of the parkway has strong ties to Main Street, and the center is dotted with historic structures, the western end at Warren Avenue becomes a no man's land of auto oriented businesses with little connection to the surrounding area. In support of the goal of creating a safe walkable path to the recently renovated Vicente's Market, this URP proposes to acquire or otherwise cause the redevelopment of the auto oriented lots at 76, and 81 Warren Avenue, at the intersection of Legion Parkway.





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U. Legion Parkway Northwest 2 – Gas Station at 76 Warren Avenue (091-056)



V. City-owned Infill Lot between 121 and 137 Main Street - (091-079)

The vacant City-owned 11,000 square foot lot on this important section of Main Street will be the location of a multi-story commercial building compatible with the adjacent buildings to enhance and maintain a walkable commercial district and eliminate its current missing-teeth appearance cause by previous building demolition.





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Estimates of Job Displacement, Retention and Creation

Table 12.02(3)(1) Estimates of Job Creation, Displacement and Retention						
Index	Phase	Development projects	Jobs created (FTE)	Jobs Displaced	Jobs Retained	Relocation Costs (if applicable)
A	1	Temporary Parking Lot, 210 spaces	0	30	pending	Y
B	1	The Furniture Building Rehabilitation	16-20	pending	pending	Y
C	1	Kresge Building - Rehab - Mixed Use Commercial/Residential	0	0	0	
D	1	First Parish Building, 19 Main Street	0	0	0	
E	1	48 Warren Ave., Rehab of Single-Family Home	0	0	0	
F	1	Petronelli Building, Rehabilitation	0	0	0	
G	1	95 Montello Street	96	3	pending	Y
H	1	47 West Elm Street, Rehabilitation	24	0	0	
I	1	Petronelli Way Housing	10-12	10	pending	Y
J	2	Frederick Douglass Restaurant Incubator and Co-Working	21-26	0	0	
K	2	Enterprise Block, Phase II	0	0	0	
L	2	New Municipal Parking Garage	0	0	0	
M	2	New Pharmacy	43-52	pending	pending	Y
N	2	Hotel Grayson	0	0	0	
O	2	Montello Street Mixed-Use	30-36	0	0	
P	2	Warren and Pleasant Street	0	0	0	
Q	2	Shawmut Bank Building, 90 Main Street	200			
R	3	Commercial Street Mixed-Use (Police Station Redevelopment)	30-36	0	pending	Y
S	3	Fire Station Renovation	12.6	0	pending	Y
T	3	Legion Parkway Northwest, 76 Warren Ave	12	pending	pending	Y
U	3	Legion Parkway Northwest, 81 Warren Ave	16	pending	pending	Y
V	3	City-owned Infill Lot	43.75	0	0	
			555-587			

For businesses proposed for displacement, the BRA will determine job displacement and retention within the process property acquisition and business relocation.

Expanded Planning Efforts (Future)

While the initiatives identified in this Urban Revitalization Plan focus exclusively on initiatives within the proposed Urban Revitalization District, the City is focused on opportunities in the broader study area that was the focus of the Brockton Downtown Action Strategy. Planning and redevelopment efforts in the following locations may proceed either concurrently or subsequent to the implementation of this URP, but are important to understand as context for the City's overall downtown redevelopment vision:

- ◇ **CSX District** – Building on its prior dedicated study of the site, the City would like to initiate a master planning program for the 55 acres surrounding the now vacant CSX freight yard located east of the main line between Eliot, Court and North Cary Streets.



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The 31.27-acre CSX property has been declared surplus by the railroad and is one of the largest, privately held, undeveloped parcels in the city. The plan must balance future land use, zoning, and infrastructure needs with financing and economic constraints. Due to its proximity to public transit, the CSX site has emerged as a prime candidate for creation of a “one-stop” homeless center and as a possible future site for the city’s main police and fire stations. The City’s planning for this location will build on prior efforts.³

- ◇ **Judiciary Square** – A redevelopment plan for the area bounded by West Elm Street, Main Street, Belmont Street and Warren Avenue should also be created. Already home to Brockton District Trial Court and Plymouth Probate and Family Court, the district could be home to a new Superior Courthouse to replace the 125 year old facility at 72 Belmont Street.
- ◇ **Downtown North** – This area is bound by the CSX/MBTA railroad on the east, Linden and Spring Street on the north, and Pleasant/Court Streets on the south. With Perkins Park at its center, the district is bisected by both North Main and North Montello Streets. This neighborhood has a direct impact on the success of the downtown core, and holds considerable opportunity given its access to transit. The City is engaged in discussions with the owners and operators of Father Bill’s Mainspring regarding how best to provide continued service to homeless persons in a way that best complements the City’s efforts toward revitalization of Downtown Brockton.
- ◇ **Downtown South** – The land south of downtown and north of the Salisbury Brook contains many of the City’s cultural assets, including the Brockton Public Library, the YMCA, Council on Aging and the School Department headquarters. The relocation of the Plymouth County District Attorney from their current location and the disposition of the building at 32 Belmont should serve as the catalyst for a larger redevelopment plan. Effort should be made to build up along Main Street and enhance the unique public space created by the Sycamore Grove at the former BAT Bus terminal. A planning study of the area could address YMCA expansion needs, identify additional sites for new cultural amenities, and set the stage for creating a new downtown neighborhood around the park. The City is actively engaged in an effort to secure investment by the Commonwealth in support of a Higher Education Collaborative in this area of Downtown Brockton.
- ◇ **Legion Parkway/Warren/Vicente's** – The Legion Parkway corridor would benefit from additional planning and redevelopment. The east end of the parkway has strong ties to Main Street, and the center is dotted with historic structures, but the pedestrian environment at the western end of Legion Parkway at Warren Avenue becomes a no-

³ Preliminary Market Assessment for Brockton CSX Rail Site. Prepared for the Metro South Chamber of Commerce by the UMass Donahue Institute. September 2013.



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man's land of auto-oriented businesses with little connection to the surrounding area. Redeveloping key parcels on Warren Avenue would restore the connection between the neighborhood to the west and the larger community. The city should explore opportunities for a pocket park and tot lot in this area.

Potential longer-term properties for redevelopment include:

Parcel ID	Address	Owner
091-008	147 Main Street	Mihos, Christy J.
110-018	26 School Street	Berkshire Investments LLC
110-082	0 School Street	Berkshire Investments LLC
110-041	0 Main Street	Brockton Main Street LLC

The City of Brockton and the BRA will continue to evaluate whether public objectives for redevelopment would benefit from future amendments to this URP. Future amendments would be introduced, and considered through the same public process, public hearings and DHCD review and approval that were part of the enactment of this URP.



12.02 (4) Financial Plan

A Financial Plan for the implementation of the Downtown Brockton URP has been prepared and is provided in Table 10: Project Budget – Downtown Brockton Urban Redevelopment Plan. The plan was developed to enable implementation to take place over three phases and the budget reflects this phasing program. In addition, the financing plan was developed in accordance with 760 CMR 12.02 (4), which requires that the plan include:

Project Costs

- € *Estimated cost of each parcel to be acquired and identification of any property in which any officer or employee of the municipality or of the BRA has, or is believed to have, any direct or indirect interest:*

Generally, the Urban Redevelopment Plan requires a value for each anticipated acquisition in order to formulate the anticipated financing to acquire those properties. Restricted use appraisals from a certified independent appraiser were used for the property values used in the financial plan tables. At the time of acquisition approval, the BRA will secure two additional full appraisals, and if the appraisals are more than 20% different, a third may be required.

It has been determined that the Brockton City Clerk has a real estate interest in parcel 109-012 at 33 Montello Street, which is proposed for acquisition. The City Clerk has not had any role whatsoever in the preparation or review of this URP, and will not have any decision making role or influence in the implementation of the URP beyond what would be afforded any owner of property proposed for acquisition. Work is underway to determine any additional properties proposed for acquisition in which any officer or employee of the municipality or of the BRA has or is believed to have any direct or indirect interest.



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Table 12.04(4)(A): Proposed Acquisition Costs by Phase

							Est. Acquisition Costs by Year / Phase		
Parcel ID	No.	Street Name	Building Condition	Assessed Value (2015)	Acquisition Costs (est.) ¹	Phase	Phase 1 2016 - 2018	Phase 2 2019 - 2021	Phase 3 2022 - 2026
109-053	28	PETRONELLI WA	Severe Disrepair	\$ 244,700	n/a	1 (tax title)			
091-013	28	HIGH ST	Moderate Disrepair	\$ 451,480	n/a	1 (tax title)			
091-012	121	MAIN ST	Severe Disrepair	\$ 265,620	n/a	1 (tax title)			
091-005	47	W ELM ST	Severe Disrepair	\$ 255,820	n/a	1 (tax title)			
091-004	0	W ELM ST	N/A (vacant)	\$ 35,140	n/a	1 (tax title)			
092-003	48	WARREN AV	Severe Disrepair	\$ 97,000	n/a	1 (receivership)			
150-027	0	MONTELLO ST	N/A (vacant)	\$ 23,980	\$ 40,000	1	\$ 40,000		
150-026	100	MONTELLO ST	N/A (vacant)	\$ 20,560	\$ 40,000	1	\$ 40,000		
150-025	93	CENTRE ST	Severe Disrepair	\$ 487,000	\$ 290,000	1	\$ 290,000		
109-008	66	MONTELLO ST	Good	\$ 496,500	\$ 560,000	1	\$ 560,000		
109-007	46	MONTELLO ST	Satisfactory	\$ 343,600	\$ 420,000	1	\$ 420,000		
109-006	8	MONTELLO ST	Satisfactory	\$ 256,510	\$ 310,000	1	\$ 310,000		
110-062	95	MONTELLO ST	Moderate Disrepair	\$ 195,200	\$ 270,000	1	\$ 270,000		
109-005	5	N MONTELLO ST	N/A (vacant)	\$ 57,380	\$ 120,000	2		\$ 120,000	
109-004	0	N MONTELLO ST	N/A (vacant)	\$ 42,930	\$ 90,000	2		\$ 90,000	
109-003	21	N MONTELLO ST	Moderate Disrepair	\$ 243,500	\$ 260,000	2		\$ 260,000	
110-059	0	MAIN ST	N/A (vacant)	\$ 54,150	\$ 110,000	2		\$ 110,000	
110-058	90	MAIN ST	Moderate Disrepair	\$ 919,500	\$ 900,000	2		\$ 900,000	
109-057	0	PETRONELLI WA	N/A (vacant)	\$ 25,690	\$ 50,000	2		\$ 50,000	
109-045	0	MONTELLO ST	N/A (vacant)	\$ 153,360	\$ 140,000	2		\$ 140,000	
109-041	65	COURT ST	Moderate Disrepair	\$ 163,500	\$ 160,000	2		\$ 160,000	
109-013	23	MONTELLO ST	Moderate Disrepair	\$ 288,500	\$ 330,000	2		\$ 330,000	
109-012	33	MONTELLO ST	Moderate Disrepair	\$ 214,400	\$ 190,000	2		\$ 190,000	
092-025	102	PLEASANT ST	N/A (vacant)	\$ 238,090	\$ 100,000	2		\$ 100,000	
092-001	108	PLEASANT ST	N/A (vacant)	\$ 138,170	\$ 150,000	2		\$ 150,000	
091-056	76	WARREN AV	Moderate Disrepair	\$ 224,100	\$ 240,000	3			\$ 240,000
052-017	81	WARREN AV	Moderate Disrepair	\$ 399,500	\$ 400,000	3			\$ 400,000
				\$ 6,335,880	\$ 5,170,000		\$ 1,930,000	\$ 2,600,000	\$ 640,000

¹ Source of estimated acquisition costs: Restricted Use Appraisal Reports, February 2016, Bonz and Company, Inc.; and Stantec.

€ Detailed cost estimates for site preparation.

The Downtown Brockton URP contemplates the acquisition and redevelopment of twenty-seven (27) existing properties. There are no special site conditions, such as grading, drainage or soil issues, anticipated in connection with these properties. Other costs such as environmental testing, including subsurface testing and lead and asbestos surveys, as well as a detailed structural assessment of the buildings, could not be obtained due to lack of funding availability at this time. An ASTM Phase I Environmental Site Assessment will be prepared by a Licensed Site Professional before any site is acquired, regardless of method of acquisition. Where BRA can negotiate site access, and where the ASTM Phase I indicates that the existence of a pollutant is probable a full MCP Phase I Environmental Site Assessment will be prepared in accordance with MGL Chapter 21E. Where an ASTM Phase I indicates that the existence of a pollutant is possible, and where site access is not afforded, as with acquisition by means of eminent domain, BRA will employ other methods to assess environmental contamination including the right to conduct environmental testing in the public right of way or on adjacent sites where it can gain site access in an effort to determine the potential existence of environmental contaminants.

Appropriate offsets will be made to reflect any downward adjustment of appraisal pricing as a result of identified contaminants. The following Table 12.04(4)(B): Proposed



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Demolition Costs by Phase applies a uniform \$6/SF assumed demolition cost for preliminary budgeting purposes.

Table 12.02(4)(B): Proposed Demolition Costs by Phase

							Est. Demolition Costs by Year / Phase		
Parcel ID	Street / Street Name	ACRE	BUILT	Bldg Area - Clearance	Demolition Costs (@ \$6/sf)	Phase	Phase 1 2016 - 2017	Phase 2 2018 - 2020	Phase 3 2021 - 2025+
109-012	33 MONTELLO ST	0.198	1950	3,936	\$ 23,616	1	\$ 23,616		
109-003	21 N MONTELLO ST	0.462	1950	14,688	\$ 88,128	1	\$ 88,128		
110-062	95 MONTELLO ST	0.228	1939	1,431	\$ 8,586	1	\$ 8,586		
109-013	23 MONTELLO ST	0.078	1900	4,764	\$ 28,584	1	\$ 28,584		
109-008	66 MONTELLO ST	0.478	1964	1,739	\$ 10,434	1	\$ 10,434		
109-007	46 MONTELLO ST	0.697	1959	2,098	\$ 12,588	1	\$ 12,588		
109-006	8 MONTELLO ST	0.651	1967	760	\$ 4,560	1	\$ 4,560		
109-041	65 COURT ST	0.175	1925	2,310	\$ 13,860	2		\$ 13,860	
109-043	4 MAIN ST	0.466	1983	468	\$ 2,808	2		\$ 2,808	
091-056	76 WARREN AV	0.243	1970	2,070	\$ 12,420	3			\$ 12,420
052-017	81 WARREN AV	0.327	1924	1,924	\$ 11,544	3			\$ 11,544
151-001	7 COMMERCIAL ST	2.37	1967	36,088	\$ 216,528	3			\$ 216,528
Proposed SF for demolition:				72,276					
Total estimated demolition costs:					\$ 433,656		\$ 176,496	\$ 16,668	\$ 240,492

- € *Detailed cost estimates for all proposed public improvements.*
Public improvements directly related to the redevelopment activities contemplated by the Downtown Brockton URP will include sidewalk, street lighting and landscaping upgrades as summarized in Section 8.
- € *Detailed cost estimates for relocation expenses.*
Discussion of relocation expenses is summarized in Section 9. All relocation that is undertaken will comply with applicable state and federal regulations.
- € *Detailed cost estimates establishing the total project cost.*
The total project costs are shown in Table 10.
- € *Project budget including administrative expenses and reserves for contingencies.*
The project budget, presented in Table 10, includes administrative expenses and reserves for contingencies.

Project Budget: The total estimated gross cost of implementing the activities contemplated by the Downtown Brockton URP, including public improvements, is estimated to be \$63.6M. A phased budget detailing all costs is provided in Table 10.

Funding for the implementation of the Downtown Brockton URP will come from several sources as discussed below and as summarized in Table 10.



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Project Revenues

Land and Property Disposition Revenues

Table 12.02(4)(C): Estimated Disposition Revenues by Phase

Est. Disposition Revenues by Year / Phase									
Parcel ID	Street #	Street Name	Disposition Revenues (2015 \$)	Phase	Proposed Use(s)	Building Renovation	Phase 1 2016 - 2018	Phase 2 2019 - 2021	Phase 3 2022 - 2026
092-014	19	MAIN ST	\$ 339,680	1		Y	\$ 339,680		
109-053	28	PETRONELLI WA	\$ 244,700	1	residential multi	Y	\$ 244,700		
091-012	121	MAIN ST	\$ 265,620	1	MIXED	Y	\$ 265,620		
091-005	47	W ELM ST	\$ 255,820	1		Y	\$ 255,820		
091-004	0	W ELM ST	\$ 35,140	1		Y	\$ 35,140		
092-003	48	WARREN AV	\$ 50,000	1	HOUSING	Y	\$ 50,000		
150-027	0	MONTELLO ST	\$ 40,000	1			\$ 40,000		
150-026	100	MONTELLO ST	\$ 40,000	1	RETAIL		\$ 40,000		
150-025	93	CENTRE ST	\$ 290,000	1	MIXED	Y	\$ 290,000		
109-057	0	PETRONELLI WA	\$ 50,000	1	residential multi		\$ 50,000		
109-045	0	MONTELLO ST	\$ 140,000	1	residential multi		\$ 140,000		
109-041	65	COURT ST	\$ 160,000	1	residential multi		\$ 160,000		
109-013	23	MONTELLO ST	\$ 330,000	1	residential multi		\$ 330,000		
109-012	33	MONTELLO ST	\$ 190,000	1	residential multi		\$ 190,000		
109-044	0	FRANKLIN ST	\$ 151,360	1			\$ 151,360		
109-054	0	PETRONELLI WA	\$ 161,860	1			\$ 161,860		
109-055	0	PETRONELLI WA	\$ 133,470	1			\$ 133,470		
091-013	28	HIGH ST	\$ 451,480	2	Retail - Office - Arts	Y		\$ 451,480	
109-008	66	MONTELLO ST	\$ 560,000	2	Mixed Use res/commercial			\$ 560,000	
109-007	46	MONTELLO ST	\$ 420,000	2	Mixed Use res/commercial			\$ 420,000	
109-006	8	MONTELLO ST	\$ 310,000	2	Mixed Use res/commercial			\$ 310,000	
109-005	5	N MONTELLO ST	\$ 120,000	2	retail pharmacy			\$ 120,000	
109-004	0	N MONTELLO ST	\$ 90,000	2	retail pharmacy			\$ 90,000	
109-003	21	N MONTELLO ST	\$ 260,000	2	retail pharmacy			\$ 260,000	
110-059	0	MAIN ST	\$ 110,000	2				\$ 110,000	
110-058	90	MAIN ST	\$ 900,000	2		Y		\$ 900,000	
092-025	102	PLEASANT ST	\$ 100,000	2				\$ 100,000	
092-001	108	PLEASANT ST	\$ 150,000	2	MIXED			\$ 150,000	
109-043	4	MAIN ST	\$ 522,100	2	Future right-of-way (partial)			\$ 522,100	
110-062	95	MONTELLO ST	\$ 270,000	3					\$ 270,000
091-056	76	WARREN AV	\$ 240,000	3	MIXED				\$ 240,000
052-017	81	WARREN AV	\$ 400,000	3	MIXED				\$ 400,000
091-079	0	MAIN ST	\$ 137,530	3					\$ 137,530
092-017	42	PLEASANT ST	\$ 908,680	3	MIXED	Y			\$ 908,680
092-018	52	PLEASANT ST	\$ 319,890	3	MIXED	Y			\$ 319,890
151-001	7	COMMERCIAL ST	\$ 2,721,650	3	MIXED				\$ 2,721,650
152-017	81	WARREN AV	\$ 400,000	3	MIXED				\$ 400,000
			\$ 12,268,980						
							\$ 2,877,650	\$ 3,993,580	\$ 5,397,750



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Projected DIF Tax Increment Revenues from URP Activities

Table 12.02(4)(D). Downtown Brockton Development Projects, Estimated DIF Tax Increment from New Development

ID	Phase	Development	FY15 Values	Estimated	Estimated	Future Taxes ³	DIF Tax	First Fiscal Year of
			Total AV	FY15 Taxes	Future Value ²	Est.	Increment	DIF Revenue
-	n/a	Enso Lofts and Centre 50	\$ 3,052,790	\$ 97,750	\$ 16,845,750	\$ 292,442	\$239,446	2016
A	1	Temporary Parking Lot, 210 spaces	\$ 1,096,610	\$ 37,241	\$ -	\$ -	(\$37,241)	2017
B	1	The Furniture Building Rehabilitation	\$ 531,540	\$ 18,051	\$ 13,492,434	\$ 234,229	\$216,178	2018
C	1	Kresge Building - Rehab - Mixed Use Commercial/Residential	\$ 717,100	\$ 24,353	\$ 4,432,202	\$ 91,094	\$66,741	2017
D	1	First Parish Building, 19 Main Street	\$ 339,680	\$ -	\$ 1,500,000	\$ 37,035	\$37,035	2018
E	1	48 Warren Ave., Rehab of Single-Family Home	\$ 97,000	\$ -	\$ 150,000	\$ 2,604	\$2,604	2017
F	1	Petronelli Building, Rehabilitation	\$ 244,700	\$ -	\$ -	\$ -	\$0	2018
G	1	95 Montello Street	\$ 195,200	\$ 6,629	\$ 900,000	\$ 28,818	\$22,189	2019
H	1	47 West Elm Street, Rehabilitation	\$ 290,960	\$ -	\$ 2,000,000	\$ 42,050	\$42,050	2018
I	1	Petronelli Way Housing	\$ 1,292,140	\$ 43,881	\$ 10,187,595	\$ 176,857	\$132,976	2018
J	1	Frederick Douglass Restaurant Incubator and Co-Working	\$ 195,910	\$ -	\$ 661,438	n/a (nonprofit)	\$0	2018
K	2	Enterprise Block, Phase II	\$ 318,590	\$ 10,819	\$ 9,023,481	\$ 156,648	\$145,828	2019
L	2	New Municipal Parking Garage	unavail.	unavail.	\$ 1,107,052	n/a (public)	\$0	2019
M	2	New Pharmacy	\$ 343,810	\$ 11,676	\$ 1,716,300	\$ 54,956	\$43,280	2019
N	2	Hotel Grayson	\$ 451,480	\$ 15,332	\$ 800,000	\$ 25,616	\$10,284	2020
O	2	Montello Street Mixed-Use	\$ 1,096,610	\$ 37,241	\$ 10,436,942	\$ 196,486	\$196,486	2022
P	2	Warren and Pleasant Street	\$ 376,260	\$ 12,778	\$ 6,000,000	\$ 121,752	\$108,974	2022
Q	2	Shawmut Bank Building, 90 Main Street	\$ 973,650	\$ 33,065	\$ 7,000,000	\$ 224,140	\$191,075	2020
R	3	Commercial Street Mixed-Use (Police Station Redevelopment)	\$ 2,721,650	\$ -	\$ 11,696,869	\$ 104,939	\$104,939	2025
S	3	Fire Station Renovation	\$ 1,228,570	\$ -	\$ 1,600,000	\$ 34,813	\$34,813	2025
T	3	Legion Parkway Northwest, 76 Warren Ave	\$ 224,100	\$ 7,610	\$ 2,000,000	\$ 43,516	\$35,906	2024
U	3	Legion Parkway Northwest, 81 Warren Ave	\$ 399,500	\$ 13,567	\$ 2,200,000	\$ 47,868	\$34,301	2024
V	3	City-owned Infill Lot	\$ 137,530	\$ -	\$ 700,000	\$ 22,414	\$22,414	2024
			\$ 16,325,380	\$ 369,994	\$ 104,450,064	\$ 1,938,275	\$ 1,650,276	

Notes

¹ FY15 values and taxes based on aggregate of six parcels: 0 Main Street, 0 Petronelli Way, 0 Montello Street, 50 Centre Street Unit A, 50 Centre Street Unit B and 52 Main Street.

² Projected Values have been aggregated for the development as a whole and are not broken down by assessors parcel.

³ Holds FY16 tax rates constant, applying to projected values.

Aggregating the first year DIF revenues for each of the projects above results in the following estimates of first-year DIF revenues, which are then input into the 30-year projections on the following page:

Table 12.02(4)(E). Est. First-Year DIF Tax Increment from New Development

Year	Contributing Projects (by Index Letter)	First-Year DIF Revenues
FY16	n/a (Enso Lofts, Centre 50)	\$239,446
FY17	A, C, E	\$32,104
FY18	B, D, F, H, I, J	\$428,238
FY19	G, K, L, M	\$211,297
FY20	N, Q	\$201,359
FY21		
FY22	O, P	\$305,460
FY23		
FY24	T, U, V	\$92,620
FY25	R, S	\$139,752
		\$1,650,276



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DIF Revenues are projected for development projects based on information as available regarding development size, unit count, etc., to estimate local property tax revenues (and DIF Tax Increment) at project tax stabilization (i.e. full construction and adequate occupancy).

The table on the preceding page, "Projected Tax Increment in Downtown Brockton DIF District" aggregates (1) the estimates of new revenues resulting from new development with (2) the revenues resulting from changes and expirations of TIF agreements, and (3) new revenues resulting from the assumed annual inflation rate of 0.75% within the District as a whole.

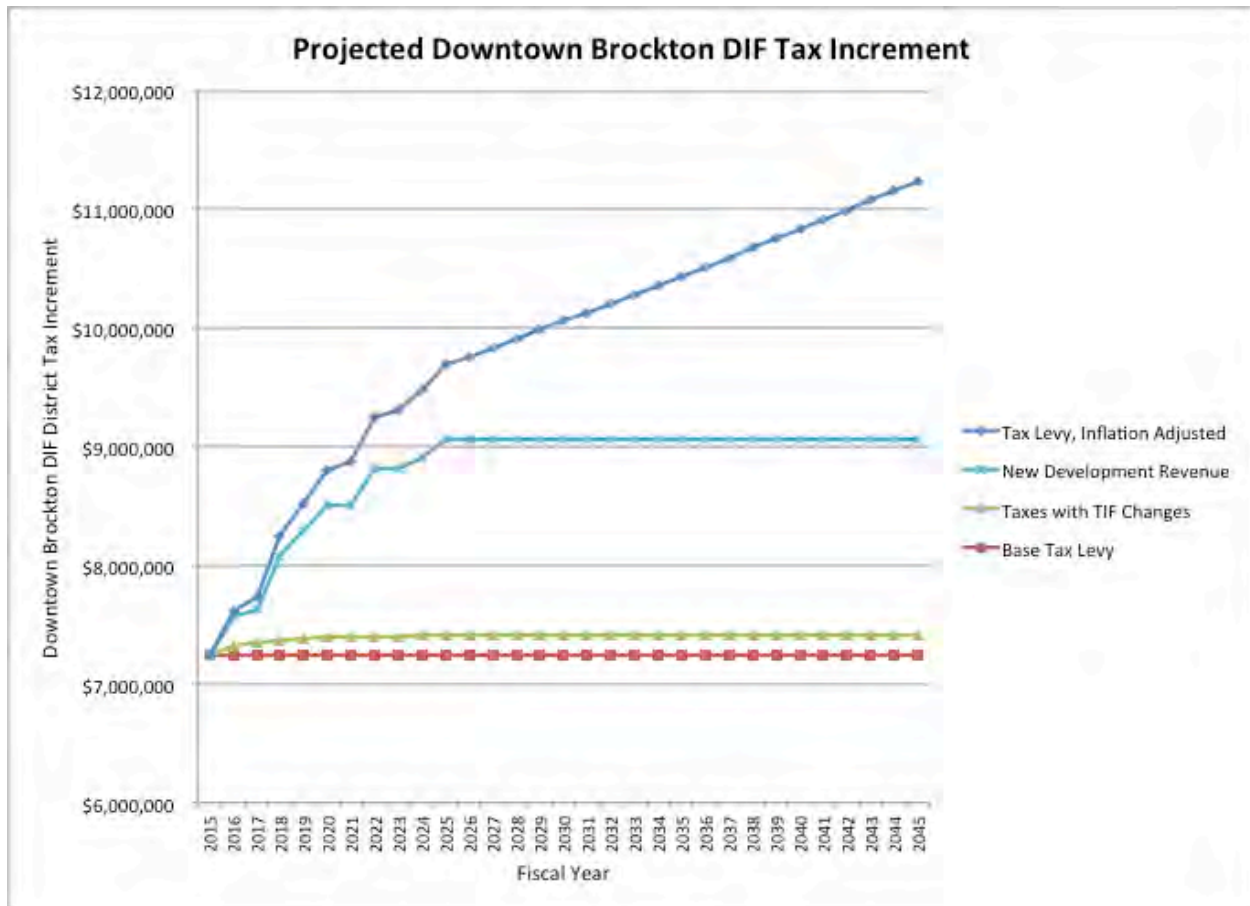
The following provides a summary of the information in the table, indexed to the numerical column heading:

- a) Column A illustrates the annual inflation rate within the District which was assumed at 0.75%. This assumed value, which was based on the valuation changes within the District from 2013 to 2014 (0.746%) can be modified to illustrate how variations in inflation affect financial projections through the life of the District. Because of the variability of inflation, including the potential that aggregate property values within the District may not experience inflation, this analysis includes revenue projections both with and without inflation. The more conservative projections are those that do not project future inflation.
- b) Column B is the Original Assessed Value within the District, not adjusted for inflation.
- c) Column C is the Tax Increment associated with each of the development projects included in this URP. The revenues projections can be varied to illustrate how it affects revenue projections, and as development timelines refine and vary throughout plan implementation.
- d) Column D illustrates that the Tax Increment first appearing in FY16 would continue to be available toward DIF expenses for each year of the life of the District.
- e) Column E illustrates the amount of revenue projected to be realized as a result of changes in TIF agreements (based on the language in the executed agreements), and the expiration of existing TIF agreements, within the District.
- f) Column F illustrates the cumulative revenue impacts of all such TIF related revenues.
- g) Column G illustrates the annual revenue impacts of inflation based on the assumed annual inflation rate of 0.75%.
- h) Column G illustrates the cumulative revenue impacts of inflation shown in Column G.
- i) Column I illustrates the total tax levy within the District resulting from both new development and TIF changes, but not adjusted for inflation.
- j) Column J adjusts the values in Column I to account for annual inflation.
- k) Column K illustrates the amount of projected DIF Tax Increment, taking into account both new development and TIF changes/expirations, but not including inflation.
- l) Column L illustrates the amount of projected DIF Tax Increment, taking into account both new development, TIF changes/expirations, and annual inflation of 0.75%.



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The following chart corresponds to the prior table projected DIF Revenues resulting from implementation of the Downtown Brockton Urban Revitalization Plan:



As required by DIF statute, revenue projections take into account TIF Agreements in effect within the DIF District, and projections of DIF Revenues do not count tax revenue that will not accrue as a result of existing TIF Agreements.



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40R Density Bonus Payments

The following table estimates the amount of Density Bonus Payments to be received by the City based on the \$3,000 per unit provided in Mass. Gen. Laws Ch. 40R.

Table 12.02(4)(E) Estimated 40R Density Bonus Payments

<u>Index</u>	<u>Phase</u>	<u>Development Project</u>	<u>Housing Units Built</u>	<u>40R Density Bonus</u>	<u>Phase Sub Totals</u>
A	1	Temporary Parking Lot, 210 spaces	0	\$ -	
B	1	The Furniture Building Rehabilitation	60	\$ 180,000	
C	1	Kresge Building - Rehab - Mixed Use Commercial/Residential	48	\$ 144,000	
D	1	First Parish Building, 19 Main Street	0	\$ -	
E	1	48 Warren Ave., Rehab of Single-Family Home	1	\$ 3,000	
F	1	Petronelli Building, Rehabilitation	0	\$ -	
G	1	95 Montello Street	0	\$ -	
H	1	47 West Elm Street, Rehabilitation	18	\$ 54,000	
I	1	Petronelli Way Mixed Use	135	\$ 405,000	
J	1	Frederick Douglass Restaurant Incubator and Co-Working	0	\$ -	\$ 786,000
K	2	Enterprise Block, Phase II	102	\$ 306,000	
L	2	New Municipal Parking Garage	0	\$ -	
M	2	New Pharmacy	0	\$ -	
N	2	Hotel Grayson	0	\$ -	
O	2	Montello Street Mixed-Use	130	\$ 390,000	
P	2	Warren and Pleasant Street	40	\$ 120,000	
Q	2	Shawmut Bank Building, 90 Main Street	0	\$ -	\$ 816,000
R	3	Commercial Street Mixed-Use (Police Station Redevelopment)	155	\$ 465,000	
S	3	Fire Station Renovation	15	\$ 45,000	
T	3	Legion Parkway Northwest, 76 Warren Ave	18	\$ 54,000	
U	3	Legion Parkway Northwest, 81 Warren Ave	20	\$ 60,000	
V	3	City-owned Infill Lot	0	\$ -	\$ 624,000
			742	\$ 2,226,000	

The URP Budget identifies 50% of the total 40R Density Bonus payments shown above as revenues toward the URP, with the remaining 50% available for other public purposes.



Downtown Brockton Urban Revitalization Plan

Bonds Issued and Supported by DIF Revenues

Capital investments will be needed during the initial phase of implementation of this URP in order to facilitate the type and scale of development proposed. Of primary importance is the availability and location of parking, as well as the safety, comfort and amenity of the overall pedestrian and streetscape environment to facilitate connections between uses and parking.

The initial phase of implementation of this URP proposes acquisition of four parcels on Montello Street, three of which are immediately adjacent to the MBTA Commuter Rail Station. These parcels are currently occupied by a used car dealership (760 SF), a 2,098 SF vacant fast food restaurant leased by the City of Brockton and managed as parking by the Brockton Parking Authority, a 1,739 SF Dunkin' Donuts, and a 1,400 SF convenience store.

The Action Strategy recommends the acquisition of the parcels for Project ID A and the relocation of the businesses for assembly and clearance, initially to serve as surface parking to facilitate redevelopment on nearby parcels (including adaptive reuse of the Furniture Building at 93 Centre Street), and then to be introduced for large-scale mixed-use development. The property at 95 Montello Street would be acquired during Phase 1 but is not projected for disposition until Phase 2.

This URP also recognizes that the second phase of the fully permitted Enterprise Block development, which, when complete, will expand its positive impact on Downtown Brockton and the overall environment for redevelopment. This development and additional downtown development will be supported by construction of a 400-space parking garage that would serve both its residents and businesses, and other uses within walking distance. This URP recommends a bond issue, supported by DIF Revenues, to support financing for construction of this garage during the second phase of implementation.

The terms of the bond issue will be proposed separately within the Downtown Brockton DIF Program, but the anticipated revenues from that bond issue are included as a revenue source in the URP Financial Plan.

Other Funding Sources

Local Infrastructure Development Program (23-L)

Mass. Gen. Laws Ch. 23L authorizes special assessment financing for infrastructure improvements. Use of this financing tool would require landowner agreement to create a district and accept an additional assessment on their property. Ch. 23L is designed to be used with DIF, and landowners would only pay special assessments if incremental tax revenues are insufficient to support debt service. Bonds would be issued by MassDevelopment on behalf of the district.

Developer improvements concurrent with New Construction

The 40R Design Standards Sec. 9.1.3 require that "Where Development Projects are proposed adjacent to Sidewalks that are not accessible to the handicapped in accordance with applicable laws including the Americans with Disabilities Act and the Rules and Regulations of the



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Massachusetts Architectural Access Board, improvements to Sidewalks may be required as a condition of Site Plan Approval provided said condition is not Unduly Restrictive.”

HOME Funds

The City currently receives \$419,510 annually in HOME Partnership Program funds from the US Department of Housing and Urban Development (HUD), a portion of which would be available to fund residential housing rehabilitation or new housing construction projects identified in this plan.

CDBG Funds

The City of Brockton is an entitlement community under the Community Development Block Grant Program, and received just over \$1.3 million for this past program year from the US Department of Housing and Urban Development. CDBG Funds could be an important supplemental resource for targeted infrastructure, public service, or housing improvements within the urban revitalization district identified in the plan.

PARC Grants

The city has successfully applied for PARC funding from the Massachusetts Executive Office of Environmental Affairs for park improvements at various Brockton Parks and Playgrounds, and would have the expectation of receiving funding for future park projects such as improvements to the GAR Park and the proposed L Street Tot-Lot project shown in Map 7-A.

MassWorks Grants

The City anticipates applying for a series of MassWorks grants to fund infrastructure projects including expansion of parking facilities, telecommunication systems and streetscape projects.

TDI Investment

TDI Investment is defined, pursuant to the Transformative Development Fund enabling act, as an equity investment that results in MassDevelopment holding a controlling ownership interest in any company; a membership interest that constitutes controlling voting rights in any company; a controlling interest in real estate or other assets; a transaction that in substance falls into any of these categories even though it may be structured as some other form of business transaction; and an equity security.

Payment in Lieu of Parking

A proposed amendment to the current zoning ordinance, Payment in Lieu of Parking, would allow developers to shift some or all of their required on-site parking into a municipal owned parking structure in exchange for a fee, typically a percentage of the cost to build structured spaces. Like a personal seat license financing plan for a sports stadium, the holder of the license is not buying a parking space but the right to rent a space.

Providing Dedicated Access to Parking at Low or No Cost



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To encourage redevelopment on sites that can't accommodate on-site parking and financially afford Payment in Lieu of Parking, the City may provide access to City owned parking facilities at a reduced cost until the project is stabilized.

Overall Project Budget

See following page.



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Table 10. Project Budget - Downtown Brockton Urban Revitalization Plan

Sources of Funds	Total	Phase 1 FY17 - FY18	Phase 2 FY19 - FY21	Phase 3 FY22 - FY26	Future (FY27 - FY37)	Notes
Brockton Redevelopment Authority - Disposition Proceeds						
Disposition proceeds from City owned parcels proposed for disposition	\$ 5,070,030	\$ 786,370	\$ 195,910	\$ 4,087,750		Assessed values of City owned parcels proposed for disposition through URP (see URP Table 12.02(3)).
Disposition proceeds from sale of acquired privately owned parcels	\$ 7,198,950	\$ 2,091,280	\$ 3,797,670	\$ 1,310,000		Source: Table 12.02(4)(C) Estimated Disposition Revenues by Phase, Downtown Brockton URP.
Proceeds from Bond Issues	\$ 6,835,000	\$ 4,840,000	\$ 1,995,000			
DIF Revenues	\$ 11,600,000	\$ 1,050,000	\$ 1,250,000	\$ 4,000,000	\$ 5,500,000	Source: Downtown Brockton DIF 30-year Revenue Projections, URP.
40R Density Bonus Payments	\$ 1,113,000	\$ 393,000	\$ 408,000	\$ 312,000		Source: Table 12.02(4)(E) Estimated 40R Density Bonus Payments, Downtown Brockton URP. Est. 50% of total 40R revenues.
State Appropriation	\$ -					
Federal Appropriation	\$ -					
MassWorks Grant (Awarded 2015)	\$ 1,276,000	\$ 1,276,000				Centre Street improvements.
MassWorks Grants (Future)	\$ 15,000,000	\$ 3,000,000	\$ 4,500,000	\$ 7,500,000		Estimated \$1.5M per year
Future PARC Grant (GAR Park)	\$ 203,000		\$ 203,000			
Future PARC Grant (L Street Tot Lot)	\$ 465,850		\$ 465,850			
CDBG Funds	\$ 339,850	\$ 73,700	\$ 266,150			
HOME Funds	\$ -					
CMAQ Funds	\$ -					
Non-profit/foundation/institutional investment, Restaurant Incubator	\$ 600,000	\$ 600,000				Balance of cost of project estimated in Brockton Downtown Action Strategy
Private Development Funding	\$ -					
Total Project Sources:	\$ 49,901,680	\$ 14,110,350	\$ 13,081,580	\$ 17,209,750	\$ 5,500,000	
Uses of Funds	Total	Phase 1 FY17 - FY18	Phase 2 FY19 - FY21	Phase 3 FY22 - FY26	Future (FY27 - FY37)	Notes
Financing Costs:						
Total Debt Service Payments (Bond 1, Principal and Interest)	\$ 8,651,485	\$ 409,772	\$ 981,993	\$ 1,842,505	\$ 3,617,195	Assumes 20-year bonds at 2-3.125% interest.
Total Debt Service Payments (Bond 2, Principal and Interest)	\$ 2,400,026	\$ -	\$ 293,097	\$ 656,095	\$ 1,450,834	Source: Stifel.
Legal / Bond Issues (@ 3% of total bond principal amounts)	\$ 205,050	\$ 145,200	\$ 59,850	\$ -	\$ -	
Sub-Total:	\$ 9,256,541	\$ 145,200	\$ 352,947	\$ 2,298,600	\$ 5,068,029	
Site Assembly:						
Acquisition	\$ 5,170,000	\$ 1,930,000	\$ 2,600,000	\$ 640,000		Source: Restricted Use Appraisal Reports, Bonz & Company, Stantec, Feb. 2016.
Acquisition (pro tanto adjustment at 10% of acquisition costs)	\$ 517,000	\$ 193,000	\$ 260,000	\$ 64,000		
Appraisals (Acquisition/Disposition)	\$ 54,000	\$ 12,000	\$ 36,000	\$ 6,000		
Surveys (Acquisition/Disposition)	\$ -					
Titles/Title Insurance	\$ -					
Legal	\$ 103,400	\$ 38,600	\$ 52,000	\$ 12,800		
Other Engineering	\$ 448,000	\$ 448,000				
Insurance	\$ -					
Sub-Total:	\$ 6,292,400	\$ 2,621,600	\$ 2,948,000	\$ 722,800	\$ -	
Relocation:						
Estimated costs for eligible relocation expenses	\$ 1,080,000	\$ 540,000	\$ 180,000	\$ 360,000		
Sub-Total:	\$ 1,080,000	\$ 540,000	\$ 180,000	\$ 360,000	\$ -	
Demolition/Site Preparation:						
Demolition	\$ 433,656	\$ 176,496	\$ 16,668	\$ 240,492		Source: Table 12.02(4)(B) Proposed Demolition Costs by Phase. Stantec cost est. \$2,800,000, incl. \$1M in interest on bonding. Bonding costs shown in debt service above, not included here.
Frederick Douglass Restaurant Incubator	\$ 1,200,000	\$ 1,200,000				
Allowance for Environmental Conditions	\$ -					
Sub-Total:	\$ 1,633,656	\$ 1,376,496	\$ 16,668	\$ 240,492	\$ -	
Environmental Site Assessments:						
Site Assessments	\$ 100,000	\$ 50,000	\$ 50,000			
Sub-Total:	\$ 100,000	\$ 50,000	\$ 50,000	\$ -	\$ -	
Property Management and Maintenance:						
Property Management Services	\$ -					
Property Management - Supplies	\$ -					
Sub-Total:	\$ -	\$ -	\$ -	\$ -	\$ -	
Public Improvements						
New surface parking lot (210 spaces)	\$ 972,418	\$ 972,418				Source: Stantec, net of demolition costs accounted for above.
Parking Garage	TBD					
Two-way traffic reconfiguration and resignalization	\$ 6,287,500			\$ 6,287,500		
New Street (developer funded)	TBD					
Streetscape and Road Repaving	\$ 15,782,113	\$ 6,081,900	\$ 5,076,088	\$ 4,624,125		Phase 1 budget includes required first phase roads for two-way traffic.
Sewer and Water	TBD					
Grand Army of the Republic (GAR) Park Improvements	\$ 319,000		\$ 319,000			
L Street Playground	\$ 495,094		\$ 495,094			
Downtown Wi-Fi	TBD					
Sub-Total:	\$ 23,856,125	\$ 7,054,318	\$ 5,890,182	\$ 10,911,625	\$ -	
Project Cost Sub-Total:	\$ 42,218,722	\$ 11,787,614	\$ 9,437,797	\$ 14,533,517	\$ 5,068,029	
Program Administration @ 6.5% of Project Cost Sub-Total	\$ 2,653,752	\$ 766,195	\$ 613,457	\$ 944,679	\$ 329,422	
Contingency @ 15% of Public Improvements	\$ 3,578,419	\$ 1,058,148	\$ 883,527	\$ 1,636,744	\$ -	
Sub-Total:	\$ 6,232,171	\$ 1,824,343	\$ 1,496,984	\$ 2,581,422	\$ 329,422	
Enhanced Downtown Services						
Outdoor Market support (\$6k/yr)	\$ 50,000	\$ 10,000	\$ 15,000	\$ 25,000		
Plaza Programming (\$5k/yr)	\$ 50,000	\$ 10,000	\$ 15,000	\$ 25,000		
Landscaping material & supplies (\$3k/yr)	\$ 30,000	\$ 6,000	\$ 9,000	\$ 15,000		
Downtown Ambassadors	\$ 500,000	\$ 200,000	\$ 300,000			
Sub-Total:	\$ 630,000	\$ 226,000	\$ 339,000	\$ 65,000	\$ -	
Total Gross Project Costs:	\$ 49,080,892	\$ 13,837,957	\$ 11,273,780	\$ 17,179,939	\$ 5,397,451	
Projected surplus (deficit)	\$ 272,393	\$ 1,807,800	\$ 29,811	\$ 102,549	\$ -	



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12.02 (5) Local Approvals

The revitalization of Downtown Brockton has been the subject of numerous public plans and reports. The proposed URP is located in an area that in 2015 has been subject to analysis and planning supported by a Transformative Development Initiative grant from MassDevelopment.

This URP builds off of previous plans, including the Downtown Brockton Market Study & Policy Recommendations (2009), the City of Brockton Development Planning: Downtown Report (2011), the Brockton EDSAT Report (2014) and the Downtown Brockton District Improvement Financing Analysis (2015).

The Brockton Downtown Action Strategy that was prepared concurrent with this URP advances a vision for redevelopment that will require land assembly in order to achieve. Disposition of well-sited and sized redevelopment parcels will facilitate private development that would not occur in the absence of public action.

On November 4, 2015, and again on January 6, 2016, the Brockton Redevelopment Authority determined that an Urban Renewal Project should be undertaken, and that there exists conditions of blight, deterioration, decline of property values and business vacancies, and other factors which are injurious to the public health, safety, morals and welfare of the residents of the commonwealth and people frequenting the area. They additionally found that neither private development nor the use of existing municipal regulatory powers are sufficient to realize the redevelopment potential needed for downtown prosperity, and that public action – including land assembly and disposition – will be an important catalyst to achieve redevelopment. The BRA's Finding and Declaration formally initiated the urban redevelopment planning process, building on the prior months of work to document the City's policy and redevelopment objectives for downtown.

The public process for the Brockton Downtown Action Strategy, which formally began in July 2015, has consistently, and at every public meeting, included discussion of the connection between the Action Strategy and this URP. The Action Strategy planning process was envisioned as a foundation on which to base this URP, and this URP is intended as the legal and regulatory vehicle by which the City of Brockton and the BRA can implement the Action Strategy.

This Proposed Urban Revitalization Plan includes a letter of support from the Honorable Mayor Bill Carpenter confirming the City of Brockton's support for the proposed Urban Revitalization Plan.

Public hearings were held in January 2016 before the Brockton Planning Board and the Brockton Redevelopment Authority, with a public hearing anticipated in March 2016 before the Brockton City Council, as part of the formal review and approval process. Upon approval by the Brockton City Council, the URP will be submitted to the Massachusetts DHCD for final approval.



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Consistency with Prior Public Planning Efforts

This URP takes into account and is fully consistent with prior public planning efforts relative to Downtown Brockton, including those cited below.

City of Brockton Development Planning: Downtown Report, 2011

McCabe Enterprises Team. October 2011.

10. Develop additional implementation tools for downtown revitalization. The ability for the City through its local redevelopment authority to acquire properties and enter into negotiated sales with performance criteria to implement the vision of a revitalized Downtown Brockton is needed. This authority comes from Chapter 121B, and requires the preparation of an urban renewal plan. The body of studies for Downtown Brockton undertaken over the past twenty-five years contains many of the elements of an urban renewal plan for downtown Brockton. This work should be re-organized and supplemented to produce an urban renewal plan that is adopted by the City and approved by the Commonwealth. The urban renewal plan provides critical redevelopment tools that can foster redevelopment as successfully used by the cities of Lowell and Quincy in transforming their downtowns. This process requires public consultation and engagement of stakeholders. Moreover, the urban renewal plan provides a long-term framework for action, as well as a business plan.

The City should explore establishing a District Improvement Financing (DIF) district in downtown to capture a portion of the new net increase of real estate tax revenues so that they can be reinvested in necessary infrastructure and spur the redevelopment pipeline. Several Massachusetts cities are using DIF in conjunction with downtown redevelopment and urban renewal, including Quincy, Worcester and Gardner.

Recommendations, page 114.

Downtown Brockton Market Study and Policy Recommendations, 2009

Concord Square Planning & Development, Inc. December 2009.

2. Adopt a Downtown Brockton Urban Renewal Plan. For a number of reasons, an Urban Renewal Plan is recommended as the most effective regulatory vehicle to advance a master plan for Downtown Brockton. An Urban Renewal Plan, the adoption of which would require approval both by the City Council and the State DHCD, would be a time-intensive effort. However, the process of its creation could strengthen agreement among various public officials regarding the City's policy objectives for Downtown Brockton, and upon completion it would significantly enhance the City's competitiveness for State and Federal funding, and the City's legal authority to implement the plan.

In particular, an Urban Renewal Plan would offer the City the authority to assemble land as necessary to enhance opportunities for redevelopment and revitalization. The



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enabling legislation that created Brockton's 21st Century provides that entity with many powers of a Redevelopment Authority – including for example issuing bonds, making loans to develop business activities, and acquisition or construction of commercial properties – but eminent domain is not one of them. Whether or not the City elects to pursue eminent domain as part of this strategy is of course the City's option; it is a powerful exercise of public authority and should not – and in fact cannot – be undertaken lightly. But it is a powerful option, and should likewise not lightly be left out of the toolbox available to City leaders. Whether and under what circumstances to consider land assembly, through eminent domain or through negotiated sale, would be agreed upon within the process of preparing an Urban Renewal Plan.

It is understood that the Brockton Redevelopment Authority Board does not meet regularly and no longer has any staff or funding. If the City does undertake to create an Urban Renewal Plan, it is recommended that this effort be led by an empowered Redevelopment Authority. As discussed further later in this report, this could take place either through direct staffing, or through dedicated staffing provided by an existing organization such as Brockton's 21st Century. *Policy Recommendations, page 54.*

Plan Brockton 2008

The Plan Brockton 2008 effort, a City-wide initiative supported by the Boston Society of Architects and a broad array of professional planners on a pro bono basis, included the following Goals and Objectives, each of which will be advanced by this URP:

Utilize available land, including redevelopment of underutilized City-owned land, to spur initial pilot project development that includes large-scale housing projects with compatible ancillary services such as grocery stores, laundromats and pharmacies. (pg. 3)

Identify underutilized publicly-owned industrial buildings and sites that may be renovated as artists' lofts or live- work spaces, and implement a public disposition process to facilitate redevelopment. (pg. 3)

Use residential development as a catalyst for increased commercial activity in the downtown and other mixed-use districts, and connect to new and existing open spaces. (pg. 7)

Support and bolster downtown residential projects to encourage more downtown population and the pedestrian activity and economic vitality that results from population density. (pg. 7)

Strive to become a pedestrian friendly downtown recognizing the importance of a holistic transportation strategy that improves access to and from the downtown for all modes, including cars. (pg. 9)



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Target and encourage redevelopment of inner-city brownfield or vacant/underutilized sites while employing environmentally sensitive development techniques. (pg. 11)

Promote mixed use development and Transportation Oriented Development as primary leverage for sustainability. (pg. 11)

Highlight Brockton's cultural assets including the Brockton Rox, Symphony, Jazz Music and Crafts to promote the city's identity and encourage economic development. (pg. 13)

Build the downtown as a center for entertainment and nightlife to promote visitors and foot traffic. (pg. 13)

Create policies that encourage and facilitate private investment in Downtown Brockton, such as the Downtown Brockton smart growth zoning enacted in 2007. (pg. 13)

Institute a sign and facade improvement program along Brockton's main streets to build and enhance a coordinated public image for the city's commercial destinations. (pg. 15)

Regional Land Use Planning

The proposed URP will also support the Comprehensive Economic Development Strategy (CEDS) goal of promoting Transit Oriented Development. The CEDS is prepared for the Economic Development Administration by the Old Colony Planning Council.

Implementation of the URP will advance the alternative development patterns of Transit Oriented Development (TOD), Traditional Neighborhood Development (TND), and Compact, Mixed-Use Development identified and encouraged in the Old Colony Planning Council *Regional Land Use and Transportation Policy Plan*, dated October 20, 2000.

It will also advance regional planning priorities set forth in the Old Colony Planning Council's *Regional Policy Plan: A Guide for Shaping Our Communities and the OCPC Region* (October 2000). That plan calls for identification of "priority development areas whose combination of land, infrastructure and services, accessibility, and amenities suit them to accommodate a significant portion of the region's anticipated growth." Within those priority development areas, communities are encouraged to facilitate "compact, mixed-use community centers designed to allow convenient pedestrian, bicycle and transit movement...offering a range of housing choices...and a mix of business, commercial, civic, and cultural uses along with systems of parks, open space, and natural resource areas. (pg. 7).

Conformance with Commonwealth Sustainable Development Principles

The development described in this URP supports the Commonwealth's sustainable development principles.



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Principle 1 – Concentrate Development and Mix Uses

Implementation of this URP will conform to the first principle of “Concentrate Development and Mix Uses” as it represents a concentration of mixed use development in a downtown and encourages reuse and rehabilitation of existing infrastructure, such as public transit, roadway and utility infrastructure, rather than the construction of new infrastructure in undeveloped areas.

Principle 2 – Advance Equity

Implementation of this URP supports the second principle “Advance Equity.” The neighborhoods adjacent to the Urban Renewal District that benefit from the Plan and its associated Public Infrastructure Improvements are Environmental Justice communities and home to significant low income and minority populations. Providing resources to these communities is one of the objectives defined in the Executive Office of Environmental Affairs Policy on Environmental Justice. Housing to be constructed pursuant to this URP will include affordable housing that, because it will be permitted under the 40R Ordinance, will be subject to affirmative fair marketing procedures based on standard practices and policies of the Brockton Housing Authority.

Principle 3 – Make Efficient Decisions

Implementation of this URP supports the third principle to make efficient decisions in accordance with smart growth and environmental stewardship by its concentration of residential and mixed-use development adjacent to the Brockton Downtown Train Station and near the Brockton Area Transit (BAT) hub, allowing residents to easily use mass transit.

Principle 4 – Protect Land and Ecosystems

Implementation of this URP would indirectly protect land and ecosystems by redeveloping an existing urban area rather than the construction of new infrastructure in undeveloped areas. Moreover the required design standards for the 40R District which encompass most of the Urban Renewal District mandate the use of energy efficient design during construction.

Principle 5 – Use Natural Resources Wisely

Implementation of this URP would use natural resources wisely, the fifth principle. The District location is an urbanized area, minimizing transportation energy use by promoting mass transit. This URP will create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes. The commercial development that will follow the successful implementation of this URP will enable local residents to easily walk for their amenities instead of having to use their automobile.



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Principle 6 – Expand Housing Opportunities

Implementation of this URP will support expanded housing opportunities as it includes construction of hundreds of units of new housing to meet the needs of people of a wide range of abilities, income levels and household types. Development pursuant to this URP will provide a mix of rental and condominium housing options including affordable housing units due to the nature of the project financing.

Principle 7 – Expand Transportation Choice

Implementation of this URP would provide transportation choice, the seventh principle, as it is located near the Brockton commuter rail station and the Brockton Area Intermodal Station, thereby supporting rail and bus as transportation alternatives for an increased number of residents.

Principle 8 – Increase Job and Business Opportunities

Upon completion of the planned development projects, approximately 555-587 permanent new jobs will be created, and additional construction jobs will be needed for the new construction and infrastructure projects identified herein. In addition, the Restaurant Incubator project promotes economic development in that industry cluster, and helps train entrepreneurs for participation in the downtown marketplace, creating job opportunities and increasing the availability of downtown amenities.

Principle 9 – Promote Clean Energy

Implementation of this URP would support the ninth principle, promote clean energy, by the nature of the development proposed in the Urban Core, near mass transit opportunities. In addition the required Design Standards for the 40R District which encompasses most of the Urban Renewal District requires the use of energy efficient design during construction. These Design Standards are attached in Appendix E.

Principle 10 – Plan Regionally

This URP evolves from and is consistent with several previous plans that were the product of substantial public involvement. The proposed development is fully consistent with “smart growth” and sustainable development principles advocated at every level of government. This URP exemplifies the BRA’s commitment to achieving a development outcome in Brockton that will result in substantial long-term benefits to the City of Brockton, to serve as a model of transit-oriented urban redevelopment.

12.02 (6) Site Preparation

The Downtown Brockton URP project boundary comprises approximately 65.8 acres in a developed area located in the downtown center of Brockton. As shown in Map A-2 of Section



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12.02(2), the Downtown Brockton URP site has very mild topographic changes and no significant topographical features in this densely developed area.

The specific urban redevelopment activities to be conducted within the Downtown Brockton URP include property acquisition, commercial relocation, spot clearance, disposition of existing public sites and buildings for rehabilitation or redevelopment, and disposition of land to support the development of significant mixed-use development in this transit-oriented location.

The BRA will undertake more extensive site preparation activities that will be necessary to create and market the disposition parcels for the proposed redevelopment projects. Site preparation activities will include the demolition and removal of buildings, the removal of any asbestos and/or lead as required for building demolition activities, site grading and compaction, as necessary. Site grades may be altered slightly to facilitate drainage.

There are four sites within the proposed District that appear in MassDEP records as “Tier Classified oil and/or hazardous material disposal sites” or “Tier Classified Chapter 21E” sites:

RTN	Property	Proposed for Public Action?
4-0000300	5 North Montello Street Former gas station (capped with use restriction)	Yes (<i>remediation as part of redevelopment</i>)
4-0013501	61 Legion Parkway	No
4-0013870	42 Pleasant Street Current Fire Station	Yes (<i>remediation as part of redevelopment</i>)
4-0023595	57/59 Legion Parkway Former Angelo’s Cleaners	No

The privately owned parcels proposed for acquisition will be investigated immediately upon acquisition, or prior to acquisition, if permissions can be secured. Hazardous conditions will be addressed in accordance with applicable state and federal regulations. Should these investigations identify any environmental contamination, the funding for any necessary remediation will be provided through adjustments to the market value of affected properties, and offsets to the disposition proceeds will be made to reflect the diminution in value caused by the presence of such contamination.

It is known that the MBTA does hold easements on both vehicular ramps at the Police Station site, allowing access to the commuter rail platform from street level. It is understood that any redevelopment of this parcel will require negotiation with MBTA to ensure that their access to the platform is maintained both during and subsequent to redevelopment.



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Negotiated acquisition or, where necessary, eminent domain activities will be undertaken, as proposed, within locations that have been determined to be decadent, in order to facilitate the redevelopment and rehabilitation of properties in accordance with the objectives of this URP.



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12.02 (7) Public Improvements

This Urban Revitalization Plan proposes several public infrastructure improvements to be undertaken pursuant to this URP including structured parking, roadway, utility, pedestrian, streetscaping, lighting and public parks improvements.

Implementation of this URP will build on recent and ongoing capital improvements to the benefit of Downtown Brockton. The plan document City of Brockton Development Planning: Downtown Report published in October 2011 (the “McCabe Report”) proposed three primary infrastructure improvements, each of which has since been implemented at an estimated cost of \$3.85M.

- A. Lighting and sidewalk improvements to five underpasses at Court, Centre, Lincoln, School and Crescent Streets between Montello & Commercial Streets.
- B. Commercial Street Streetscape from Court Street to Crescent Street, with improved street lighting, sidewalks, brick pavers, handicap accessibility, bicycle accommodations, street trees, planters, and solar-powered trash receptacles.
- C. Commercial Street Signalization at Centre and Crescent Streets, including pedestrian improvements, signage walk count-downs, and handicap accessibility features.

Improvements also resulted from the construction in the past two years of Phase 1 of the Enterprise Block – the Enso Lofts, and Centre 50 – including sidewalk, lighting and street trees along Centre Street; and enhancements to the park at Centre and Main.

Additional infrastructure improvements are planned for the Urban Revitalization District under this URP as illustrated on Map 7-A.

A new parking structure will facilitate the redevelopment of parcels in both private and public ownership.

Streetscape improvements including roadway reconstruction, lighting and tree planting are proposed for Centre Street, Franklin Street, Legion Parkway, Lincoln Street and Montello Street. Public improvements will enhance the pedestrian environment with a focus on access to the MBTA Commuter Rail and neighborhood destinations including Vicente’s Market, the Brockton Senior Center, the YMCA and the Brockton Public Library. (Elements of proposed streetscape improvements that are to be funded with DIF Revenues will be outside of the geographic scope of the URD, but within the DIF District. Costs in this Financial Plan only reflect



Construction of the Enso Lofts development, a portion of the Enterprise Block, included streetscape enhancements to the north side of Centre Street between Main and Montello.



Downtown Brockton Urban Revitalization Plan

those elements of proposed public improvements that fall within the Urban Revitalization District.)

The L Street Neighborhood Playground will serve a traditionally underserved neighborhood. All six Census blocks groups within a quarter-mile of the proposed playground are Environmental Justice populations; the property borders a Census block that meets the three criteria Mass GIS mapped in 2010, and had met all four criteria in 2000. One of the goals of the City's Open Space and Recreation Plan is to "provide ample open space within a short walking distance of those residents in Environmental Justice neighborhoods."

The Petronelli Way redevelopment will be required, as a condition of disposition by the BRA to establish a new right of way and establish vehicular and pedestrian connect between Court Street and Petronelli Way. This will provide access to the new parking garage, and provide for mid-block pedestrian crossing.

Improvements to the existing GAR Park are programmed for funding during the second phase of implementation.

Petronelli Way Housing, 135 units + 33-stall surface parking lot

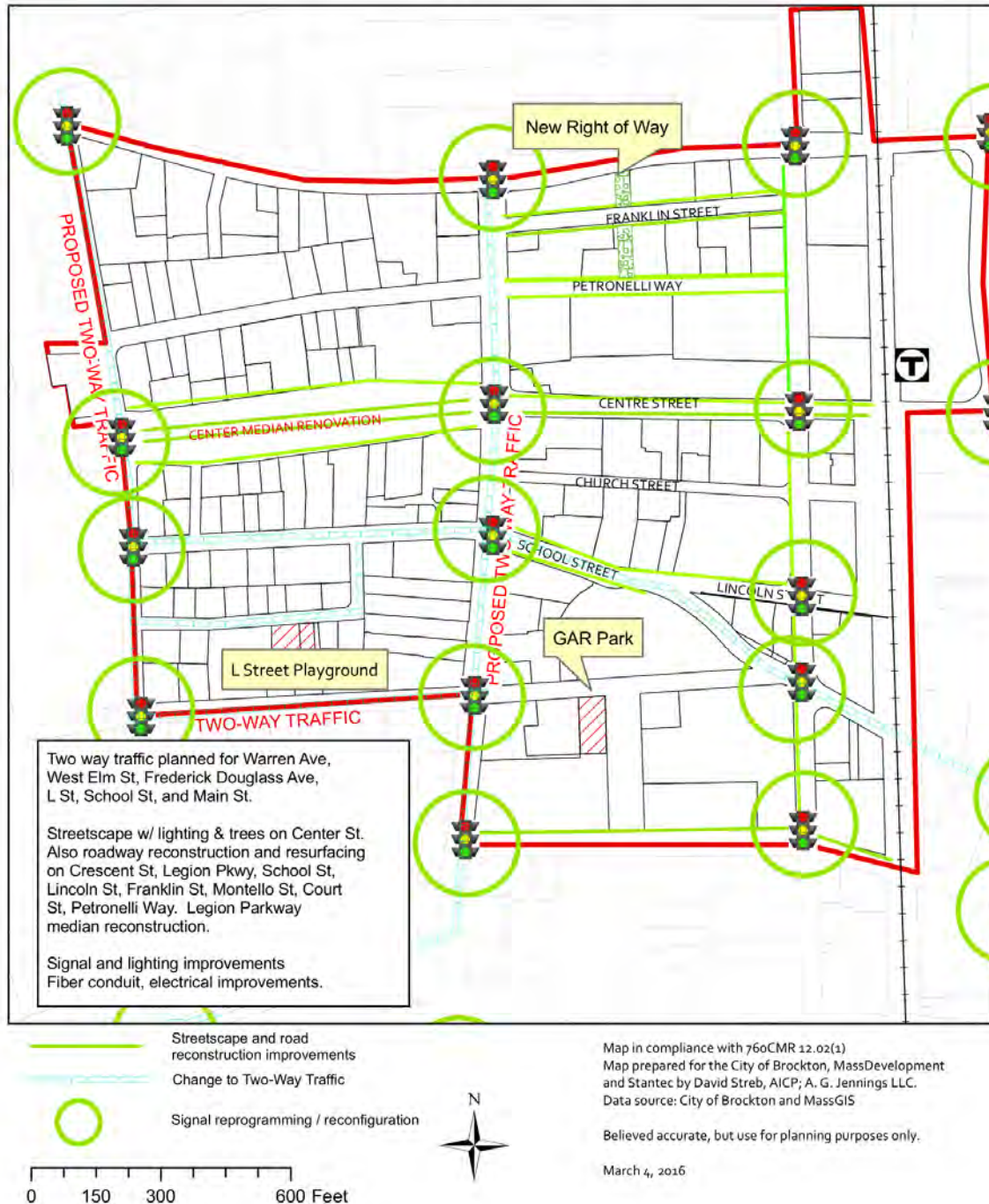


Construction of Public Infrastructure Improvements will be phased in coordination with construction of private redevelopment. One funding source identified in this URP is the recent MassWorks award of \$1.276M to support downtown streetscape improvements. However, improvements funded by either DIF Revenues, 40R Density Bonus Payments or privately-funded improvements with redevelopment will all proceed in direct coordination with private investment facilitated by this URP.

There are no known impediments to the proposed redevelopment such as wetlands, flood plains, hazardous wastes, or soil conditions.



Map 7-A Proposed Infrastructure Improvements





Downtown Brockton Urban Revitalization Plan

Cost Estimates for Proposed Public Improvements					as of 3/8/16
Project					Notes
Parking Garage					Funding expected to include private source(s)
Land Acquisition (included in land acquisition costs)					
Temporary Parking Lot Permitting & Construction					Source: BSC Group incl. reprogramming
Parking Garage Design & Permitting					
Construction					Part of Petronelli redevelopment.
	TBD				
Two-way traffic reconfiguration and resignalization	Number	Est. Cost/LF	Est. Project Cost	Soft Costs @ 15%	2-way, phase 1.
Confirmatory Right-of-Way Survey			\$ 250,000	n/a	
Signal Replacement					2-way, phase 1.
Fifteen locations (within URD District) SEE MAP 7-A	15	\$ 350,000	\$ 5,250,000	\$ 787,500	
Six locations (outside URD, within DIF District), not funded here					2-way, phase 1.
Intersection and signage reconfiguration, School and Lincoln					
	\$ 6,287,500				2-way, phase 1.
New Street (developer funded)	Length (LF)	Est. Cost/LF	Est. Project Cost	Soft Costs @ 10%	
New Street, Court Street to Petronelli Way	250				2-way, phase 1.
	TBD				
Streetscape and Road Repaving ¹	Length (LF)	Est. Cost/LF	Est. Project Cost	Soft Costs @ 10%	Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
Centre Street – Main Street to CSX	850	\$ 950.00	\$ 807,500	\$ 80,750	
New signal at Centre and Montello (incl. above)					Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
Fiber conduit					
Montello Street - Court Street to Centre Street	600	\$ 950.00	\$ 570,000	\$ 57,000	Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
Montello Street – Centre Street to Crescent St.	1,100	\$ 950.00	\$ 1,045,000	\$ 104,500	
Legion Parkway - Main Street to Warren Avenue, incl. center median	2000	\$ 950.00	\$ 1,900,000	\$ 190,000	Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
School Street - Main St to Montello St	635	\$ 950.00	\$ 603,250	\$ 60,325	
Crescent Street – Main	1,000	\$ 1,100.00	\$ 603,250	\$ 60,325	Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
Electric vault for power supply to downtown over 300v					
Fiber conduit					Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
Church Street Main to Montello	865	\$ 950.00	\$ 821,750	\$ 82,175	
Frederick Douglass Avenue, Main to Warren.	900	\$ 950.00	\$ 855,000	\$ 85,500	Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
East Elm Street, Main to VFW.	400	\$ 950.00	\$ 380,000	\$ 38,000	
West Elm Street, Warren to Main.	800	\$ 950.00	\$ 760,000	\$ 76,000	Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
VFW Parkway, East Elm to Crescent.	350	\$ 950.00	\$ 332,500	\$ 33,250	
L Street, Warren to Frederick Douglass.	700	\$ 950.00	\$ 665,000	\$ 66,500	Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
Court Street, Main to Commercial	1200	\$ 950.00	\$ 1,140,000	\$ 114,000	
Main Street, Pleasant to White (incl. intersection geometry)	2200	\$ 950.00	\$ 2,090,000	\$ 209,000	Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
Franklin Street – Main Street to Montello Street	700	\$ 950.00	\$ 665,000	\$ 66,500	
Petronelli Way – Main Street to Montello Street	750	\$ 950.00	\$ 712,500	\$ 71,250	Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
Lincoln Street and Lincoln Tunnel, School Street to Commercial Street	850	\$ 950.00	\$ 807,500	\$ 80,750	
	\$ 16,234,075				Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
¹ To include lighting, street trees, resurfacing, ADA/AAB based on approved design plans.					
Sewer and Water	Length (LF)	Est. Cost/LF	Est. Project Cost	Soft Costs @ 10%	Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
Sewer Improvements					
Water Improvements					Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
	TBD				
Grand Army of the Republic (GAR) Park Improvements	Area (SF)	Est. Cost/SF	Est. Project Cost	Soft Costs @ 10%	Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
Park improvements	8015	\$ 38.18	\$ 290,000	\$ 29,000	
	\$ 319,000				Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
L Street Playground	Area (SF)	Est. Cost/SF	Est. Project Cost	Soft Costs @ 10%	
New Tot Lot/Playground	4800				Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
	\$ 495,094				
Downtown Wi-Fi					Electrical, water and wastewater improvements to proceed concurrent with full depth reconstruction of named streets.
Coordination with Utilities; ROW; Design					
	TBD				
Source: City of Brockton, Department of Planning and Economic Development.					

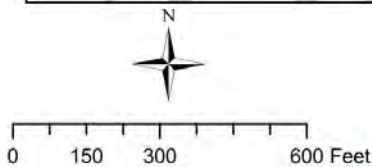
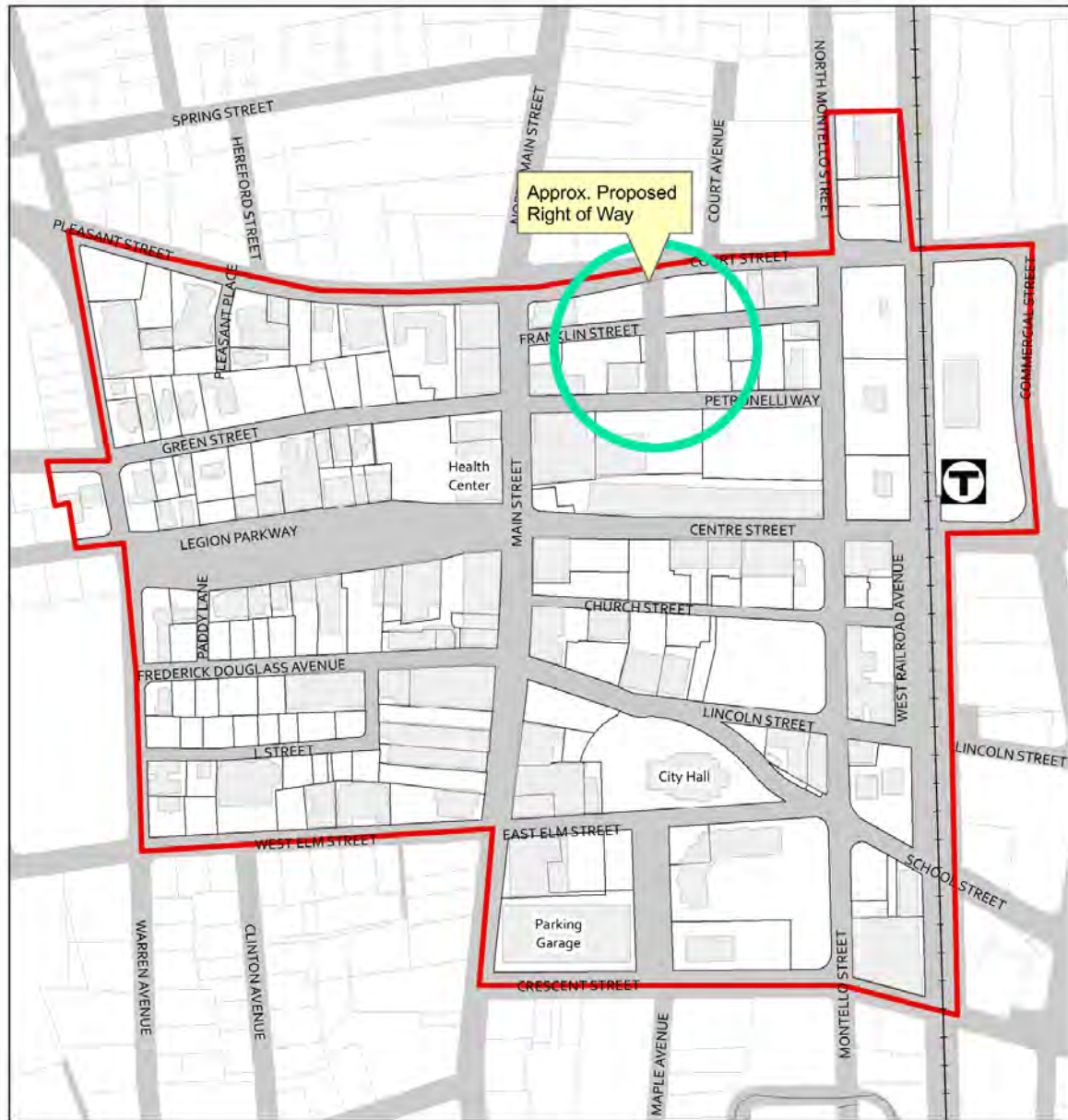
Source: City of Brockton, Department of Planning and Economic Development.




Downtown Brockton Urban Revitalization Plan



Map 1-A-1 Proposed Thoroughfares and Public Rights of Way



Legend

 Urban Revitalization Area

Map in compliance with 760CMR 12.02:(1)(a) and (f)
Map prepared for the City of Brockton, MassDevelopment
and Stantec by David Streb, AICP; A.G. Jennings LLC.
Data source: City of Brockton and MassGIS

Believed accurate, but use for planning purposes only.
March 4, 2016



12.02 (8) Relocation (Commitment Statement)

The proposed actions of the Downtown Brockton URP will require the acquisition of 19 privately owned parcels totaling slightly under 5.3 acres out of an urban redevelopment area consisting of 65.8 total acres (42.8 acres of taxable parcels i.e. not ROW). The successful implementation of the plan will not involve the relocation of any residential households. Although most of the properties to be acquired are empty, ten (10) existing businesses would be relocated. As redevelopment moves forward, it is anticipated that new development will provide opportunities for businesses that would be displaced as a result of implementation of this URP. The BRA and the City of Brockton will make every effort to work with displaced businesses to accommodate their relocation within redevelopment.

The BRA will prepare a detailed relocation strategy for any property which involves public acquisition of property for redevelopment. The cost of relocation will be estimated based on tenancy, use and market conditions at the time of acquisition.

All businesses and residents displaced by public action are entitled to receive relocation assistance and payment under Chapter 79A of the Mass. Gen. Laws. A Relocation Advisory Agent will be designated pursuant to applicable regulations prior to displacement of any entity. In accordance with the Code of Massachusetts Regulations (CMR) 27.02 and 27.03, which spells out the terms and procedures for assistance and payments, the Brockton Redevelopment Authority will provide fair and equitable treatment to all parties displaced due to the public actions documented in the URP.

The relocation plan will be refined and updated as the various project phases are finalized. No displacement will occur until a relocation plan has been finalized and approved by the Bureau of Relocation.

The City and the Brockton Redevelopment Authority anticipate designating a point person on staff to serve as the relocation officer to assist with finding alternative sites, review of moving cost estimates, and information regarding relevant zoning issues (or will use a relocation consultant). The City and the BRA acknowledge that each occupant in legal occupancy at the time of the acquisition are entitled to remain on the said property for not less than four months from the date of its receipt of notice to vacate. The City will consult with the Bureau of Relocation in advance of property acquisition to ensure that 760 CMR, Mass. Gen. Laws Ch. 79a and 49 CFR Part 24 are met.

All affected occupants will be directly notified by the BRA prior to commencement of acquisition. However, in the interim, any inquiries can be directed to Brockton Redevelopment Authority, 50 School Street Unit #2, Brockton MA 02301 or telephone 508-586-3887.



12.02 (9) Redeveloper's Obligations

Following approval of the Urban Revitalization Plan, the Brockton Redevelopment Authority will be responsible for the disposition of properties for redevelopment. In preparing estimates for the costs of property acquisition for the purposes of this URP appraisal services have been undertaken in accordance with Urban Renewal Regulations. Additional appraisal services will be procured if needed for future acquisitions proposed if needed in accordance with Mass. Gen. Laws Ch. 30B.

A Request for Proposal (RFP) will be issued for specific disposition parcels outlining the desired uses for the subject parcels as well as the need for redevelopment proposals to be consistent with this Plan.

In the public solicitation of proposals each redeveloper shall be required to provide information to the Brockton Redevelopment Authority that includes at a minimum, the following information:

- ◇ A full description of the proposed development;
- ◇ A detailed description of any public improvements being sought;
- ◇ Financial resources of the developer with financial sources, a development pro forma and a sources and uses statement;
- ◇ Proposed job creation and job retention;
- ◇ Timetable for design, permitting and construction;
- ◇ Past experience with similar size projects and references, and
- ◇ Other pertinent information to be included in the RFP.

Following evaluation by the BRA, a preliminary designation will be made for a preferred developer. The selected development entity will be required to enter into a Land Disposition Agreement to be approved by DHCD as required by 760 CMR 12.00.

Within the local permitting process, developers will be subject to review under the Brockton Zoning Ordinances including, as applicable, the Downtown Brockton 40R Smart Growth District. Development will be expected to comply with applicable Zoning and non-zoning land use controls, including (as applicable) the Downtown Brockton 40R Design Standards. The Downtown Brockton 40R Design Standards adopted in 2007 are incorporated herein by reference.



Downtown Brockton Urban Revitalization Plan

12.02 (10) Property Disposition

The following table summarizes the proposed use of parcels proposed for disposition pursuant to this URP:

Table 12.02(4)(C): Estimated Disposition Revenues by Phase

Parcel ID	Street #	Street Name	Disposition Revenues (2015 \$)	Phase	Proposed Use(s)	Building Renovation	Est. Disposition Revenues by Year / Phase		
							Phase 1 2016 - 2018	Phase 2 2019 - 2021	Phase 3 2022 - 2026
092-014	19	MAIN ST	\$ 339,680	1		Y	\$ 339,680		
109-053	28	PETRONELLI WA	\$ 244,700	1	residential multi	Y	\$ 244,700		
091-012	121	MAIN ST	\$ 265,620	1	MIXED	Y	\$ 265,620		
091-005	47	W ELM ST	\$ 255,820	1		Y	\$ 255,820		
091-004	0	W ELM ST	\$ 35,140	1		Y	\$ 35,140		
092-003	48	WARREN AV	\$ 50,000	1	HOUSING	Y	\$ 50,000		
150-027	0	MONTELLO ST	\$ 40,000	1			\$ 40,000		
150-026	100	MONTELLO ST	\$ 40,000	1	RETAIL		\$ 40,000		
150-025	93	CENTRE ST	\$ 290,000	1	MIXED	Y	\$ 290,000		
109-057	0	PETRONELLI WA	\$ 50,000	1	residential multi		\$ 50,000		
109-045	0	MONTELLO ST	\$ 140,000	1	residential multi		\$ 140,000		
109-041	65	COURT ST	\$ 160,000	1	residential multi		\$ 160,000		
109-013	23	MONTELLO ST	\$ 330,000	1	residential multi		\$ 330,000		
109-012	33	MONTELLO ST	\$ 190,000	1	residential multi		\$ 190,000		
109-044	0	FRANKLIN ST	\$ 151,360	1			\$ 151,360		
109-054	0	PETRONELLI WA	\$ 161,860	1			\$ 161,860		
109-055	0	PETRONELLI WA	\$ 133,470	1			\$ 133,470		
091-013	28	HIGH ST	\$ 451,480	2	Retail - Office - Arts	Y		\$ 451,480	
109-008	66	MONTELLO ST	\$ 560,000	2	Mixed Use res/commercial			\$ 560,000	
109-007	46	MONTELLO ST	\$ 420,000	2	Mixed Use res/commercial			\$ 420,000	
109-006	8	MONTELLO ST	\$ 310,000	2	Mixed Use res/commercial			\$ 310,000	
109-005	5	N MONTELLO ST	\$ 120,000	2	retail pharmacy			\$ 120,000	
109-004	0	N MONTELLO ST	\$ 90,000	2	retail pharmacy			\$ 90,000	
109-003	21	N MONTELLO ST	\$ 260,000	2	retail pharmacy			\$ 260,000	
110-059	0	MAIN ST	\$ 110,000	2				\$ 110,000	
110-058	90	MAIN ST	\$ 900,000	2		Y		\$ 900,000	
092-025	102	PLEASANT ST	\$ 100,000	2				\$ 100,000	
092-001	108	PLEASANT ST	\$ 150,000	2	MIXED			\$ 150,000	
109-043	4	MAIN ST	\$ 522,100	2	Future right-of-way (partial)			\$ 522,100	
110-062	95	MONTELLO ST	\$ 270,000	3					\$ 270,000
091-056	76	WARREN AV	\$ 240,000	3	MIXED				\$ 240,000
052-017	81	WARREN AV	\$ 400,000	3	MIXED				\$ 400,000
091-079	0	MAIN ST	\$ 137,530	3					\$ 137,530
092-017	42	PLEASANT ST	\$ 908,680	3	MIXED	Y			\$ 908,680
092-018	52	PLEASANT ST	\$ 319,890	3	MIXED	Y			\$ 319,890
151-001	7	COMMERCIAL ST	\$ 2,721,650	3	MIXED				\$ 2,721,650
152-017	81	WARREN AV	\$ 400,000	3	MIXED				\$ 400,000
			\$ 12,268,980						
									\$ 2,877,650
									\$ 3,993,580
									\$ 5,397,750

At the time of adoption of this URP the Brockton Redevelopment Authority has not identified known or potential redevelopers for the subject properties.

This statement shall serve as a commitment on behalf of the City of Brockton that the sale or lease of property under Mass. Gen. Laws Ch. 121B and Mass. Gen. Laws Ch. 30B shall be done in accordance with the provisions of the Urban Revitalization Plan and in the best interest of the City of Brockton.



12.02 (11) Citizen Participation

This Urban Revitalization Plan resulted from an extensive public participation process in compliance with 760 CMR 12.02(11). Several public meetings, focus groups, walking tours and individual meetings were held during the preparation of the Action Strategy that formed the basis of this Urban Revitalization Plan, with significant public input.

On August 19 and August 20, 2015, project team leaders including City and BRA officials met with stakeholder focus groups to invite comments about the issues facing the city's downtown, what they saw as key challenges for the area, and feedback about the focus of the area of study. Representatives of the business community, local government officials, real estate developers and brokers, local educators, representatives of local theater and arts groups, representatives from local social service institutions, local surveyors and engineers, staff from the WB Mason office and area pastors met in a series of focus group meetings over this two day period and gave valuable comments and feedback to guide the development of a draft plan.

On July 15 and September 21, 2015, the Brockton Gateway Transformative Development Initiative Group, consisting of community members and business leaders from throughout the City of Brockton met in City Hall to discuss the Action Strategy and the Urban Revitalization Plan and to identify potential members for a Citizen Advisory Committee to assist with the Urban Revitalization Plan development.

On September 30, 2015, more than 50 residents took part in a planning workshop to review and provide input on the Brockton Downtown Action Strategy. Color flyers were widely distributed to solicit citizen input for this event. The event – which took place from 6:30-8:00pm in the gallery space at 50 Centre Street – opened with a presentation of the core elements of the Action Strategy.

To help residents gain a better understanding of the existing conditions, a series of posters were created to highlight current conditions in Brockton, including land-use classifications, land values, and key demographic data on residents of the surrounding community. A poster summarizing key recommendations





Downtown Brockton Urban Revitalization Plan

from previous planning efforts was also created and displayed. A summary report of this design workshop can be found in Appendix B.

On November 4, 2015 the Brockton Redevelopment Authority, after careful consideration of existing conditions and redevelopment options, approved the Urban Revitalization District boundary and formally expressed the need for an Urban Revitalization Plan to address the conditions of blight and decay in the Urban Revitalization District.

At the Brockton Downtown Action Strategy Planning Workshop in September, a request for members to serve on the Citizen Action Committee was made. Names of those individuals willing to serve were collected, and submitted to the city for their review. Follow up phone calls were made, and city staff contacted additional residents to ensure a diverse and open selection of potential candidates was solicited.

On December 2, 2015 – the Brockton Redevelopment Authority, following a review of letters of intent submitted by candidates, named the following individuals to the Citizen Advisory Committee (CAC) to guide the development and implementation of the Urban Revitalization Plan: Janet Trask, Nelson Fernandes, Jason Barbosa, Frank Gurley, Jimmy Pereira, Anthony Fowler.

The CAC held working meetings on December 7 and December 9, 2015 to review initial drafts of the Urban Revitalization Plan. The CAC placed comments on file recommending revisions to this plan, included as an appendix to this URP. The comments from the CAC were introduced within the public hearing held by the Brockton Redevelopment Authority Board on January 6, 2016. The CAC recommendation to expand the URP District was taken into consideration but ultimately not included pending further planning activity. It may become the subject of a future amendment.

The Brockton Redevelopment Authority held a public hearing on January 6, 2016 to formally consider the draft URP, which was prepared on



*Tour of proposed Urban Revitalization Planning Area,
August 20, 2015.*



Downtown Brockton Urban Revitalization Plan

their behalf following their action of November 4, 2015 to pursue establishment of an Urban Renewal District. At that hearing, the Citizens Advisory Committee (CAC) recommended the modification of the district boundaries to eliminate a portion of the district south of East Elm Street, and include two multi-family properties on Warren Avenue and Pleasant Street. These modifications were considered, but not adopted pending additional planning activities. These changes may be the subject of a future amendment to the Plan.

Upon recommendation of the BRA of the final draft, the URP will be forwarded to the City Council for public hearing, incorporating and revisions that may result from the BRA public hearing process.

A Planning Board public hearing was held on January 5, 2016, at which the Board reviewed the draft Urban Revitalization Plan and invited public comment. The Planning Board voted to find that the urban renewal plan is based upon a local survey and conforms to a comprehensive plan for the [city] as a whole, pursuant to statute.⁴

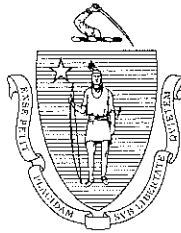
Recommendations of the BRA and the Planning Board will be forwarded to the City Council, along with other materials placed on the public record during the public hearing process. The City Council will hold public hearings on dates to be determined at which additional opportunity for public comment will be provided.

It is the intention of the Brockton Redevelopment Authority to continue the meetings of the Citizen Advisory Committee on a monthly or quarterly schedule, depending on the level of activity, as the URP proceeds through adoption and implementation.

A record of public comments received within the public hearing process will be prepared and included within submittal of URP for DHCD approval. News articles that document the planning process and public involvement are included in Appendix I.

⁴ "The department shall not approve any urban renewal plan unless the planning board established under the provisions of section seventy or eighty-one A of chapter forty-one for the city or town where the project is located has found and the department concurs in such finding or, if no planning board exists in such city or town, the department finds that the urban renewal plan is based upon a local survey and conforms to a comprehensive plan for the locality as a whole. The department shall likewise not approve any urban renewal plan unless it shall have found (a) the project area would not by private enterprise alone and without either government subsidy or the exercise of governmental powers be made available for urban renewal; (b) the proposed land uses and building requirements in the project area will afford maximum opportunity to privately financed urban renewal consistent with the sound needs of the locality as a whole; (c) the financial plan is sound; (d) the project area is a decadent, substandard or blighted open area; (e) that the urban renewal plan is sufficiently complete, as required by section one; and (f) the relocation plan has been approved under chapter seventy-nine A."

**APPENDIX L: MASSACHUSETTS HISTORICAL COMMISSION LETTER DATED February 24,
2022**



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

February 24, 2022

Lisa Verrochi
Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, MA 02108

RE: 36 (aka 38) Main Street, Brockton, MA; MHC# RC.71001

Dear Ms. Verrochi:

Thank you for submitting a Project Notification Form (PNF) for the project referenced above, which was received at this office on January 24, 2022. The staff of the Massachusetts Historical Commission (MHC) have reviewed the information submitted and have the following comments.

The Division of Capital Asset Management and Maintenance (DCAMM) proposes to convey the building at 36 Main Street in Brockton out of state ownership per Chapter 362 of the Acts of 2020.

Review of the MHC's *Inventory of Historic and Archaeological Assets of the Commonwealth* indicates that the building at 36 Main Street, historically known as the Marston Building, is included in the Inventory (BRO.196). It is the opinion of MHC staff that the Marston Building meets the criteria of eligibility for listing in the National Register of Historic Places as a contributing property to a potential historic district, North Downtown Historic District. A draft National Register nomination for the North Downtown Historic District is currently under review by MHC staff.

After review of MHC's files and the information submitted, MHC has determined that the proposed disposition will have an "adverse effect" (950 CMR 71.05(e) and 950 CMR 71.07(2)(b)(3)) on the Marston Building through the disposition of a state property without an historic covenant. Pursuant to 950 CMR 71.07(3), the MHC looks forward to consulting with Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) to seek ways to avoid, minimize, or mitigate the adverse effect of the proposed demolition. The MHC hereby initiates its consultation process. The Brockton Historical Commission is invited to participate in the consultation process.

These comments are offered to assist in compliance with M.G.L. Chapter 9, sections 26-27C (950 CMR 71.00). Please do not hesitate to contact Elizabeth Sherva of my staff if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Brana Simon".

Brana Simon
State Historic Preservation Officer
Executive Director
Massachusetts Historical Commission

xc: Carol Meeker, DCAMM
Brockton Historical Commission

APPENDIX M: Memorandum of Agreement Dated June 9, 2022

MEMORANDUM OF AGREEMENT
between the
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
and the
MASSACHUSETTS HISTORICAL COMMISSION
regarding the disposition of the
MARSTON BUILDING, 36 MAIN STREET, BROCKTON, MASSACHUSETTS

WHEREAS, Chapter 362 of the Acts of 2020 authorizes the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) to enter into a disposition process to dispose of the Marston Building (Building) located at 36 Main Street (Site) in the City of Brockton (City); and

WHEREAS, the Building is included in the Massachusetts Historical Commission (MHC)'s Inventory of Historic and Archaeological Assets of the Commonwealth; and

WHEREAS, it is the opinion of MHC staff that the Building meets the criteria of eligibility for listing in the National Register of Historic Places as a contributing property to a potential historic district, North Downtown Historic District; and

WHEREAS, DCAMM is preparing to issue a Request for Proposals (RFP) for the sale or lease and redevelopment of the Site; and

WHEREAS, the transfer by disposition of the Site constitutes a project undertaken by a state agency pursuant to 950 CMR 71.03 and is a project for which DCAMM has sought the comments of the MHC pursuant to M.G.L. Chapter 9, Section 26-27C, as amended by Chapter 254 of the Acts of 1988 (950 CMR 71.00); and

WHEREAS, MHC has determined that the proposed project will have an adverse effect on the Building pursuant to 950 CMR 71.05(e) and 950 CMR 71.07(2)(b)(3) through the disposition of a state property without an historic covenant; and

WHEREAS; no feasible or prudent alternative exists to eliminate the adverse effect of the proposed disposition; and

WHEREAS, MHC has determined to accept the adverse effect of the disposition of the Site in consideration of the mitigation alternatives described herein; and

WHEREAS, MHC and DCAMM agree, and the Brockton Historical Commission (BHC) hereby concurs, that the project shall be undertaken and implemented in accordance with the following stipulations to mitigate the effect of the disposition of the Site in compliance with M.G.L. Chapter 9, Section 27C.

STIPULATIONS

DCAMM shall ensure that the following measures are carried out in coordination with MHC and BHC, as set forth below:

I. Redevelopment of the Disposition Site

A. DCAMM is encouraged to include historic preservation in any redevelopment process. Options for redevelopment of the Site which incorporate historic preservation should take into account the following principles of reuse planning:

1. Preservation of the character-defining features of the Building should be encouraged where feasible.

2. If it is determined that it is not feasible to preserve all of the character-defining features of the Building, the feasibility of preserving character-defining features of portions of the Building will be examined and encouraged where feasible.
3. Rehabilitation of the Building will be consistent with recommended approaches in the Secretary of the Interior's Standards for Rehabilitation of Historic Properties (Standards).

II. Marketing Plan and Request for Proposals

- A. Notwithstanding any provisions of this MOA, DCAMM will have marketing authority for the Site and will make all final marketing decisions. DCAMM will consult with MHC and BHC on developing a marketing plan for the Site that shall include the following elements:
 1. An advertising plan and schedule for publicizing the availability of the RFP.
 2. An initial distribution list for notice of availability of the RFP, which will include any contacts offered by MHC and BHC.
 3. A schedule for receiving and reviewing submissions in response to the RFP.
- B. DCAMM will provide a draft marketing plan to MHC and BHC. MHC and BHC will have fourteen (14) days to review and comment on the draft marketing plan. If MHC or BHC does not find the draft marketing plan acceptable with respect to the historic preservation sections, DCAMM will make reasonable efforts exercised in good faith to accommodate the concerns of MHC and BHC and will submit a final marketing plan for review. Before implementation, MHC and BHC will have seven (7) days to review and comment on the portions of the final marketing plan that address issues of historic preservation. In the event MHC and BHC do not provide initial comments on the draft marketing plan within 14 days, or comments on the final marketing plan within 7 days, the plan shall be deemed acceptable to MHC and BHC. It is understood that the content of the marketing plan shall not require approval of MHC or BHC.
- C. Concurrent with the development of a marketing plan, DCAMM will prepare the RFP for the disposition of the Site. DCAMM will consult with MHC and BHC on developing the RFP that shall include the following elements:
 1. An appendix to the RFP that includes information pertaining to the historic and architectural significance of the Site (i.e., the National Register nomination for the North Downtown Historic District). References to the MHC and National Park Service websites for additional information on the State and Federal Historic Tax Credit programs.
 2. A photograph and parcel map of the Site.
 3. Reference to the points listed under I.A. of this MOA. The RFP as a whole will make a good faith effort to generate interest in the preservation of what MHC has defined as the historic character of the Site.
- D. DCAMM will provide a confidential draft RFP to MHC and BHC. MHC and BHC will have fourteen (14) days to review and comment on those portions of the draft RFP that address issues of historic preservation. Before issuance of the final RFP, MHC and BHC will have seven (7) days to review and comment on the portions of the final RFP that address issues of historic preservation. In the event MHC and BHC do not provide initial comments on the draft RFP within 14 days or comments on the final RFP within 7 days, the RFP shall be deemed acceptable to MHC and BHC. It is understood that the content of the RFP shall not require approval of MHC or BHC. It is further understood that MHC

and BHC will not share any portion of the RFP with anyone prior to the time the RFP is made publicly available by DCAMM.

- E. The marketing effort shall be continued for no less than three months from the date of the issuance of the RFP. Issuance shall occur when the notice of availability of the RFP is published in the Central Register.
- F. DCAMM will schedule an information session for prospective developers to occur at the midpoint of the marketing effort during which MHC, the City and BHC will have the opportunity to present information and to answer questions from prospective developers.
- G. Once proposals from developers are received by DCAMM in response to the RFP, MHC and BHC shall be afforded the opportunity to comment on the non-financial sections of the proposals and to provide their comments in writing to DCAMM within 14 days of receipt of the proposals. Comments may include applicability of the Standards to the proposals. DCAMM will share MHC and BHC's comments with interviewed developers. If DCAMM, in its sole determination, has received no proposals that are feasible and acceptable that provide for rehabilitation or new construction in conformance with the recommended approaches in the Standards, DCAMM will convey its conclusions to MHC and BHC.
 - 1. For all sections of the Site for which there is no preservation proposal that is feasible and acceptable to DCAMM, then DCAMM or any new owners of any part of the Site or any other person may proceed, subject to any other applicable reviews and permits, with demolition of buildings and structures or rehabilitation or new construction that does not conform to the Standards following completion of photographic recordation and documentation as stipulated in Section V.

III. New Construction

- A. DCAMM shall encourage new building additions and structures that are sympathetic or compatible to what MHC has determined to be character-defining attributes of the Site.

IV. Exempted Activities

- A. The following construction activities are unlikely to affect what MHC regards as the character-defining attributes of the Site and are exempted from further review by MHC, including comments in any environmental review process:

- 1. Resurfacing, maintenance, repair or improvement of existing parking lot, road and driveway.
- 2. Repair, replacement or improvements to infrastructure (i.e. heating and electrical systems, sewer, water, ventilation systems or plumbing).
- 3. Maintenance work such as painting, repair or replacement of substantially in-kind architectural elements.
- 4. New construction on the Site that is consistent with the design guidelines set forth in Section III.

V. Photographic Recordation and Documentation

- A. Prior to any demolition activities, substantial new construction, or other major change to any part of the Site, DCAMM shall require that the Site be documented by photographs and narratives in accordance with a "recordation plan" that satisfies all of the following:

1. Contains photographs and documentation of the character-defining attributes.
2. Provides that copies of the resulting documentation are made available to BHC.

VI. Historic Rehabilitation Tax Credits

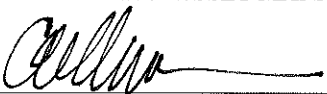
- A. Rehabilitation of the Building may qualify for State and/or Federal historic rehabilitation tax credits. DCAMM shall encourage any third-party developer to consult with MHC and the National Park Service to determine if the Building is eligible for tax credits and if the proposed work meets the Standards allowing for the potential use of historic rehabilitation tax credits.

VII. Modifications

Any party to this MOA may request that it be amended or modified whereupon the parties will consult in accordance with 950 CMR 71 to consider such amendment or modification.

Effective as of June 9, 2022.

DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE


By:  Date: 5/25/22
Carol W. Gladstone
Title: Commissioner

MASSACHUSETTS HISTORICAL COMMISSION

By:  Date: June 9, 2022
Brona Simon
Title: Executive Director

CONCURRING PARTY:

BROCKTON HISTORICAL COMMISSION

By:  Date: May 11, 2022
Title: Rob May
Director of Planning and Economic Development

APPENDIX N: Easement Agreement Granted to Abutter

22-81
Return Document to:

James M. Burke, Esq.
48 North Pearl Street
Brockton, MA 02301

Number of Pages:



2022 00018475

Bk: 56506 Pg: 180 Page: 1 of 6

Recorded: 03/01/2022 03:35 PM

ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

MASSACHUSETTS EXCISE TAX
Plymouth District ROD #11'001
Date: 03/01/2022 03:35 PM
Ctrl# 154766 32330
Fee: \$22.80 Cons: \$5,000.00

Above for Registry use only

ACCESS, MAINTENANCE AND REPAIR EASEMENT AGREEMENT

This Agreement entered into by the Commonwealth of Massachusetts acting by and through the Division of Capital Asset Management and Maintenance ("DCAMM") with a usual place of business at One Ashburton Place, Boston Ma 02108 (hereinafter "Commonwealth" or Grantor") and the 28 Petronelli LLC a Massachusetts Limited Liability Corporation with a usual place of business at 236 Huntington Ave, Suite 402, Boston Ma. 02115 (hereinafter "Petronelli" or "Grantee").

WHEREAS Petronelli owns the property at 28 Petronelli Way in Brockton Massachusetts (the "Benefitted Property") and intends to redevelop the Benefitted Property into community supported residential housing units; and

WHEREAS, the Commonwealth owns the property adjacent to that of Petronelli identified as 36 or 28 Main Street, Brockton, Mass 02301 and shown as Parcel 109-052 on the Brockton, Massachusetts Assessors' Map (the "Commonwealth Property" or the "Grantor's Property"); and

WHEREAS, Chapter 362 of the Acts of 2020 authorized the Commissioner to grant to Petronelli a 10-foot wide easement (the "Easement Area") as shown on an Easement Plan entitled "CONSTRUCTION ACCESS EASEMENT AND REPAIR PLAN", prepared for 28 Petronelli LLC, by J.K. Holmgren Engineering, Inc dated October 14, 2020 to be recorded herewith (the "Plan"), recorded herewith; and

WHEREAS, the parties wish to enter into an agreement to facilitate the development of the Benefitted Property and therefore for and in consideration of the sum of ~~Five thousand~~ \$5,000.00 the Commonwealth as Grantor hereby grants and conveys to Petronelli for the benefit of its the

* 5,000.00

Benefitted Property as Grantee, and Grantee accepts, a perpetual right and easement appurtenant to the Benefitted Property in common with the Grantor for the purpose of allowing Petronelli and its successors and assigns the right to access and enter upon the Grantor's property over the Easement for the construction, development, and rehabilitation of the Benefitted Property and for ongoing maintenance and repair purposes. Without limiting the foregoing, the Easement is for the benefit of the Grantee and its heirs, successors and assigns and employees and contractors. In furtherance of the Easement granted herein, Grantor covenants that, at the specified times, there will be reasonable access between the Benefitted Property and the Easement Area that will not be impeded, and Grantor and its successors shall not, during such specified times, obstruct or permit the obstruction of the Easement Area in any way so as to impede or impair access to the Benefitted Property.

1. Nature and Effect of Easement:

- a. **Annual and Emergency Maintenance Easement:** The Easement Area consists of an area of 10 feet from the property line of 28 Petronelli Way as shown on the Plan. Grantee will be granted the right to enter upon the Easement Area for construction purposes and to carry out routine maintenance to the exterior of the building on the Benefitted Property, including for the replacement or repair of and cleaning of the windows and the repointing of masonry. Notice of such access shall be provided to the Grantor and the tenant utilizing the Grantor's property if any, to enable them to coordinate use of alternative parking if required.

In the event of requiring emergency access, the Grantee shall provide such notice as is practical to appropriately address the issue at hand.

The Easement Area may be entered through the gate on Petronelli Way, or by another suitable access point. In the case of emergency, the time of access shall be as necessary to appropriately address the issue or issues leading to the emergency.

2. Successors. The terms and provisions of this Easement create an equitable servitude upon the Grantor's Property in favor of the Benefitted Property and shall run with the land and shall be binding upon Grantor's Property and upon its mortgagees, tenants, subtenants, beneficiaries, guests, invitees, licensees, successors and assigns from time to time, and shall run in favor of and inure to the benefit of the Benefitted Property and Grantee and its mortgagees, tenants, subtenants, beneficiaries, guests, invitees, licensees, successors and assigns from time to time. Grantee and its mortgagees, tenants, subtenants, beneficiaries, guests, invitees, licensees, successors and assigns shall hold harmless and indemnify the Grantor and its successors in interest for any liability or personal injury sustained by the use of the Easement by Grantee or any of Grantee's members, managers, officers, employees, customers, tenants, invitees, or guests in the granted Easement Area.
3. Maintenance Standards. Grantor and successor owners of the Grantor's Property shall during the periods described above in 1 a., keep the Easement Area open, and free from obstruction. The Grantee shall have the right but not obligation to make any repairs that

are reasonable and necessary to keep the Easement Area open, and free from obstruction if the Grantor fails to do so after reasonable written notice, subject to the terms and provisions of this Easement. The parties acknowledge that the Grantee's use of the Easement Area will temporarily limit the amount of parking available on the Grantor's property. As a result the Grantee agrees that for the periods in which the Grantee requires access for construction, maintenance, or repair of its property the Grantee shall provide the Grantor with, to the extent necessary, an equivalent number of parking spaces at the adjacent City of Brockton Mayor Bill Carpenter Parking Garage at its own expense. The Grantee shall repair and replace any damage to the Easement Area and any such repair (i) shall be conducted in a good and workmanlike, safe and efficient manner in accordance with all applicable permits and regulations, (ii) no excavation shall remain open without proper safeguard or for any longer than the minimum period necessary for the performance of the work, (iv) such repair, replacement and maintenance shall be conducted in a manner which minimizes the effect thereof upon the operation of the Grantor's Property or the Benefited Property, and (v) once commenced, any construction work will be diligently and continuously pursued to completion.

4. Enforcement. This Easement and the rights hereunder may be enforced by appropriate legal proceedings, including the right to obtain injunctive and other equitable relief against any violations (the parties expressly agreeing that damages for breaches of this Easement are an inadequate remedy and consenting to the specific enforcement of such provision), and shall be in addition to, and not in limitation of, any other rights and remedies available to the other party at law or in equity on account of any breach by any party of the provisions of this Easement. Enforcement of this Easement shall be at the discretion of each party or any assignee of such party's rights under this Easement, and any forbearance by a party to exercise its rights shall not be deemed or construed to be a waiver. The exercise by any party hereto of any right or remedy to which it is entitled hereunder shall not preclude or restrict the exercise of any other such right or remedy. No delay or omission by a party to exercise any right or power accruing upon any non-compliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.
5. Governing Law. This Easement shall be governed by the laws of the Commonwealth of Massachusetts.
6. Term. The easements, covenants, and conditions contained in this Easement shall be effective commencing on the date of recordation of this Easement in the Plymouth Registry of Deeds and shall remain in full force and effect thereafter in perpetuity, unless this Easement is modified, amended, canceled or terminated by the written consent of the Grantor and Grantees, or their relevant successors and assigns, in recordable form and recorded with said Plymouth Registry of Deeds.
7. Severability. The invalidity of any covenant, restriction, condition, limitation or any other part or provision of this Easement shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Easement.

8. Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.
9. Recording. A fully executed counterpart of this Easement shall be recorded in the Plymouth Registry of Deeds.
10. Headings. The subject headings of the sections and paragraphs of this Easement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
11. Entire Agreement. This Easement (including exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Easement may be modified or amended only by a written instrument executed by the parties hereto.
12. Counterparts. This agreement may be signed in counterparts.

[Remainder of page intentionally left blank]

EXECUTED as a sealed instrument this 23rd day of February, 2022.

Grantor:

Commonwealth of Massachusetts, acting by and through its
Division of Capital Asset Management and Maintenance,

By: [Signature]
Carol W. Gladstone, Commissioner

THE COMMONWEALTH OF MASSACHUSETTS

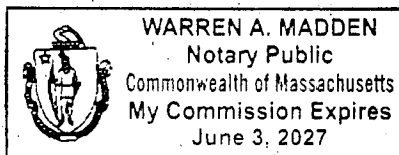
Suffolk, ss.

On this 23rd day of February, 2022, before me, the undersigned notary public, personally appeared Carol W. Gladstone, an individual duly authorized, proved to me through satisfactory evidence of identification, which was which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Commonwealth of Massachusetts.

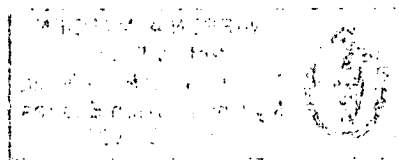
Warren A. Madden

Notary Public Warren A. Madden

My commission expires: June 3, 2027

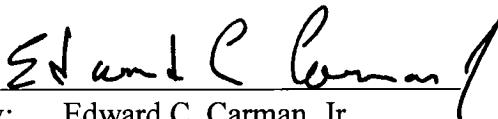


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Grantee:

28 Petronelli LLC



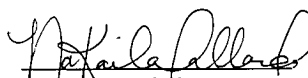
By: Edward C. Carman, Jr.

Its: Manager, CSI Partners LLC,
Managing Member of 28 Petronelli LLC

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 28th day of February, 2022, before me, the undersigned notary public, personally appeared Edward C. Carman, Jr, as Manager of CSI Partners LLC, as Managing Member of 28 Petronelli LLC, proved to me through satisfactory evidence of identification, which was which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of CSI Partners LLC, as Managing Member of 28 Petronelli LLC.


Notary Public



Nakaila Pollard
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
September 9, 2027

My commission expires: SEPTEMBER 9, 2027

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107
Call
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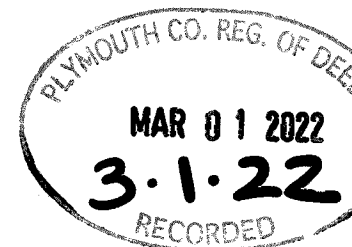
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Bk: 66 Pg: 39 Page: 1 of 1
Recorded: 03/01/2022 09:55 PM
ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds



Plymouth County Registry of Deeds
PLAN BOOK 66 PAGE 39

'22-81

RESERVED FOR REGISTRY USE

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES
THAT ARE THE LINES OF EXISTING OWNERSHIP, AND
THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF
PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED,
AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP

Scott M. Faria 2/1/2022
REGISTERED PROFESSIONAL LAND SURVEYOR DATE

I CERTIFY THAT I HAVE CONFORMED WITH THE RULES AND REGULATIONS OF THE REGISTERS OF
DEEDS IN PREPARING THIS PLAN.

Scott M. Faria 2/1/2022
REGISTERED PROFESSIONAL LAND SURVEYOR DATE

GENERAL NOTES :

ASSESSORS MAP : 109 PLOT : 52

LOCUS DEED REFERENCE : BOOK 18251, PAGE 252

PLAN REFERENCE : PLAN BOOK 22, PAGE 924

APPLICANT :
28 PETRONELLI LLC
C/O TED CARMAN
236 HUNTINGTON AVENUE
SUITE 402
BOSTON, MA. 02115

OWNER :
COMMONWEALTH OF MASSACHUSETTS
1 ASHBURTON PL
BOSTON, MA. 02108

ZONE : C-2 (COMMERCIAL)

Assessors Map: 109 Plot: 52
28 Main Street, Brockton, Massachusetts

PREPARED FOR

28 PETRONELLI, LLC

TITLE CONSTRUCTION, ACCESS AND REPAIR EASEMENT PLAN

J.K. HOLMGREN ENGINEERING, INC.

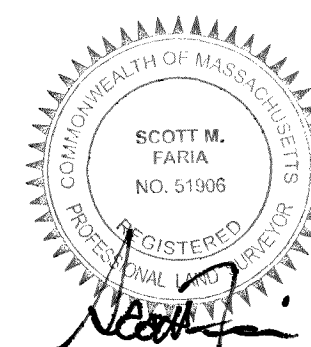
Registered Professional Engineers and Land Surveyors

1024 Pearl Street, Brockton, MA. 02301

Phone - (508) 583-2595 Fax - (508)-588-7518

Email : sfaria@jkholmgren.com

JKHE J.K. Holmgren Engineering
Professional Engineers & Land Surveyors



20 0 20 40
SCALE IN FEET

SCALE: 1" = 20'

DATE: 10/14/2020

NO.	BY	DATE	REMARKS

C-1

DRAWING NUMBER

H:\2019\2019-042\SURVEY\2019-042ESMT5 10142020.DWG

2019-042

MAIN STREET
(CITY LAYOUT - 40.00' WIDE)

FRANKLIN STREET
(PUBLIC LAYOUT - 40.00' WIDE)

MAP 109, PLOT 52
COMM. OF MASS.
28 MAIN STREET

MAP 109, PLOT 510
HEATHER JOHNSON, TRS.
20 MAIN STREET

PROPOSED 10' WIDE
CONSTRUCTION, ACCESS
AND REPAIR EASEMENT

MAP 109, ROUTE 054, PLOT 3
CITY OF BROCKTON (PARKING
AUTHORITY)

EXIST. 4'
EASEMENT

PETRONELLI WAY
(PUBLIC LAYOUT - 40.00' WIDE)

CITY OF BROCKTON
PARKING GARAGE CENTER

ESMT # 18475 CR 107-

'22.81

APPENDIX O: Temporary Construction License Granted to Abutter

28 Petronelli LLC

CONSTRUCTION, ACCESS, MAINTENANCE AND REPAIR LICENSE AGREEMENT

This a temporary, non-exclusive, revocable-at-will License Agreement (“License”) by and between the Department of Unemployment Assistance (“DUA”) of the Commonwealth of Massachusetts with a usual place of business at 19 Staniford Street, Boston, MA 02114 (Licensor”), and 28 Petronelli LLC with an office address at 236 Huntington Avenue, Suite 402, Boston, MA 02115 (“Licensee”) entered into as of February 22, 2022.

DUA is the leasehold tenant in the property at 36 Main Street, Brockton, Massachusetts 02301 (“36 Main Street”). Licensee owns the abutting property at 28 Petronelli Way, Brockton, MA 02031 (“28 Petronelli Way”). Licensee plans to renovate the historic four-story building at 28 Petronelli Way into 18 market rate apartments. 28 Petronelli Way abuts parking areas at 36 Main Street, and the edge of the building extends to the property line between the two properties.

The building at 28 Petronelli Way is planned to be completely renovated, including the repair and pointing of brick work, cutting a number of new window openings in the exterior of the building, filling in some existing window openings, and installing new windows in existing window openings and in the new window openings. This work requires access to the exterior of the building on its west and north facades from the parking areas of 36 Main Street.

In addition, it is planned to construct a retaining wall on the eastern edge of the parking lot on the Licensor’s Property.

The Licensee may enter upon the Licensed Premises under this License for the uses stated herein only and for no other purpose or use whatsoever.

, Now, therefore, Licensor gives Licensee and its General Contractor / Construction Manager, Sugrue Associates of Scituate, Rhode Island, and any potential successor Contractor / Construction Manager, and their subcontractor permission to enter and use the Licensed Premises, solely for the Permitted Uses defined in Section 1, below, of this License, and Licensee accepts the same, subject to the following terms and conditions:

- 1. Construction Period Access Rights:** During the period of construction, Licensee and its contractors and subcontractors shall be provided with access to an area 20 feet in width from the property line of 28 Petronelli Way and extending along the west and north sides of 28 Petronelli Way as shown on the attached plan. During the construction period Licensee shall have the right to enter on this area in order to stage the building and carry out necessary construction renovation work required to repair and repoint the masonry, make new window openings,

replace the windows, and other work that requires access to the exterior of the building. Entry to the area shall be through the existing gate on Petronelli Way. In addition, Licensee and its contractors and subcontractors shall be provided with access to an area that is 10 feet in width on the eastern border of the parking lot in order to install a retaining wall, such retaining wall to be 100% on Licensees Easement over the property of the City of Brockton. Licensee and its contractors and subcontractors shall also be entitled to excavate the easternmost 2 feet of the parking lot of Licensor in order to install the retaining wall. Upon completion, such excavation shall be properly backfilled and re-paved, all as shown on the mark up of the plan by J.K. Holmgren Engineering, Inc. dated 07/15/2020 attached hereto as Exhibit ____.

2. **Maintenance Standards.** Licensor shall, during the Construction Period described above, keep the License Agreement area open, and free from obstruction. The Licensee shall have the right but not obligation to make any repairs that are reasonable and necessary to keep the License Agreement area open, and free from obstruction if the Licensor fails to do so after reasonable written notice, subject to the terms and provisions of this Agreement.
3. **Alternative Parking Provisions:** The parties acknowledge that the Licensee's use of the property will temporarily limit the amount of parking available on the Licensor's property. As a result the Licensee agrees that for the periods in which the Licensee requires and uses access for construction, maintenance, or repair of its property the Licensee shall provide the Licensor with, to the extent necessary, an equivalent number of parking spaces in the adjacent City of Brockton Mayor Bill Carpenter Parking Garage at Licensor's expense.
- 4.
5. **Term.** The Construction Period is anticipated to take 12 to 15 months commencing in February of 2022, This License Agreement shall be effective commencing on the date of its execution and shall remain in full force and effect until the end of the Construction Period or June 30, 2023, whichever is earlier. The Term may only be extended with the written approval of the Licensor, which approval may be withheld by Licensor for any reason or for no reason, in Licensor's sole and absolute discretion. Any extensions of the Term of this License are subject to Licensor's modifications, if any, of any of the terms and conditions of this License, in Licensor's sole and absolute discretion.
6. **Schedule:** The work shall be done in accordance with the following schedule, it being agreed that Licensee will use its best good faith efforts to reduce the time required for each phase in order to minimize disruption to Licensor's routine operations, and it being further agreed that Licensor will allow some flexibility on the timing of each phase to account for unforeseen issues that may arise during the construction period:

- a. Phase 1 – repairs and repointing of the masonry on the exterior of the building: to be accomplished over a three-month period commencing on April 1, 2022;
- b. Phase 2 – Construction of the retaining wall: to be accomplished over a two month-period commencing on May 1, 2021
- c. Phase 3 – Installation of new windows: to be accomplished over a one month period commencing in August or September of 2021.

7. CONDITION OF PREMISES AND LICENSEE’S ASSUMPTION OF RISK

Licensee acknowledges and agrees as follows:

- A. The Licensed Premises are in “**AS-IS, WHERE-IS**” condition.
- B. Licensors makes no representations or warranties whatsoever regarding the Licensed Premises, including, without limitation, the suitability or fitness of the Licensed Premises for the Permitted Uses.
- B. Licensors shall not be liable to Licensee or to any of Licensee’s officers, agents, representatives, contractors, employees, invitees and/or any other person claiming by or through the Licensee ("Licensee's Parties") for any death or personal injury, or for any loss or damage to any personal property that is brought onto the Licensed Premises by, or on behalf of, Licensee or Licensee’s Parties, including, without limitation, equipment, fixtures, vehicles or other personal property except to the extent caused by Licensors’ or the Commonwealth’s gross negligence or intentional misconduct.
- C. Licensee accepts complete liability for the acts, omissions, and negligence of Licensee and Licensee’s Parties, while present upon the Licensed Premises or in connection with Licensee’s use of the Licensed Premises under this License.
- F. Without limiting the foregoing, neither Licensors nor the Commonwealth shall have any liability to Licensee or to any of Licensee’s Parties for any injury, death, loss, or damage caused by any act of Licensee’s Parties or members of the general public except to the extent caused by Licensors’ or the Commonwealth’s gross negligence or intentional misconduct.

8. INDEMNIFICATION

- A. Licensee shall indemnify Licensors and the Commonwealth of Massachusetts and save them harmless from and against any and all injury, loss, claim, action, damage, or liability arising out of any act,

failure to act, or negligence of Licensee or any of Licensee's Parties occurring during Licensee's use of the Licensed Premises.

- B. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities, including without limitation, reasonable outside legal fees, in connection with any such injury, loss, or damage or any such claim, or any proceeding brought thereon or in defense thereon.

9. **INSURANCE** [check the appropriate box(es)]

- A. Licensee (and/or Licensee's contractors if applicable) shall keep in force, at Licensee's sole cost and expense during the Term of this License and during such other times as Licensee enters on or uses the Licensed Premises or any part thereof, the following insurance policies, as indicated:

- Commercial general liability insurance insuring Licensee against all demands for bodily injury or damage to property which may be claimed to have occurred upon the Licensed Premises. Said insurance shall be written on an occurrence basis to afford protection in the amount of not less than one million dollars per occurrence for bodily injury and death and for property damage, with a so-called "broad-form" endorsement and contractual liability coverage and for personal injury under the producers errors and omissions policy (a claims made form) in an amount not less than one million dollars per claim.
- Automobile Bodily Injury and Property Damage Liability Insurance covering each vehicle of Licensee as applicable entering the Licensed Premises in an amount not less than the compulsory coverage required in Massachusetts.
- Workers compensation insurance covering Licensee's employees, if any, on the Licensed Premises in such amounts as are required by law.

other:

- B. The insurance coverage required by this Section 9 shall be by standard policies for a media company, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts and rated in Best's Insurance Guide (or replacement thereof) as having a general policy holder rating of "A" or better and a financial rating of at least "9" or otherwise acceptable to the Licensor.
- C. Each said insurance policy shall name the Commonwealth of Massachusetts as an additional insured and shall contain a provision stating that to the extent it affects the coverage required in the License such coverage shall not be cancelled, reduced or otherwise materially altered without at least thirty (30) days prior written notice to Licensor.
- D. One or more certificate(s) of insurance showing insurance coverage as required by this Section 9 is attached to this License as **Exhibit B**.

10. LICENSEE'S RESPONSIBILITY FOR PERMITS

- A. It shall be the responsibility of Licensee to obtain all such permits, licenses and approvals in connection with the Permitted Uses and the Licensed Premises, at Licensee's sole cost and expense.
- B. If Licensee is refused any such permit, license or approval or if any such permit, license or approval is revoked or cancelled during the Term of this License, this License shall automatically terminate.

11. ALTERATION OF THE PREMISES

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February 2022

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Edward C. Carman, Jr. Manager, CSI Manager
LLC Manager

Authorized Signature

Edward C. Carman

Print Name

Title

2/22/22

Date

LICENSOR: Department of Unemployment Assistance, Commonwealth of Massachusetts.

A. Harris Magloire

A. Harris Magloire
Facilities Manager

Date

2/22/2022