

Request for Proposals for Reuse of Baldwinville Elementary School

16 School Street
Templeton, MA 01436



1/10/2019 DRAFT

Approved and adopted by the Baldwinville Elementary School Disposition Advisory Committee this 10th day of January, 2019 by a vote of 4 in favor, 0 opposed, and 0 abstained.

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I. INTRODUCTION: SALE OF BALDWINVILLE ELEMENTARY SCHOOL

The Board of Selectmen, acting on behalf of the Town of Templeton hereinafter, "Town" through the Baldwinville Elementary School Disposition Advisory Committee, is seeking proposals from qualified development entities for sale and redevelopment of the Baldwinville Elementary School Building at 16 School Street in Templeton which consists of three sub parcels of land of approximately .9 acres. This building is located at 16 School Street and has an area of approximately 23,527 square feet on three levels. The Town intends to work closely with the chosen developer in an attempt to preserve the historic qualities of the building as well as satisfy the economic and social needs of Templeton's residents.

Built in 1923, Baldwinville Elementary School was constructed for the purpose of educating the inhabitants of Templeton; the building has been used exclusively as a school since that time.

Goals and Public Purpose

The goal of the Town in issuing this RFP is to determine the proposed use or redevelopment that will be in the best interest of the Town. This will not necessarily be the proposal that includes the highest proposed purchase price. The Town desires to see the property used in a way that meets the following goals:

- Economic Climate:** The redevelopment should enhance the overall economic climate in Templeton.
- Elimination of Blight:** Redevelopment should replace the existing conditions with an attractive and fully-tenanted building.
- Historic Preservation:** Rehabilitation of the property should be done in a way that respects and enhances the historic character of the Baldwinville Elementary School Building and surrounding area.

Process

This disposition of property is subject to the Uniform Procurement Act, MGL Chapter 30B. This Request for Proposals (RFP) offers for sale of a parcel of land consisting of two sub parcels of land, as-is, for the purposes outlined in this RFP and desired by the buyer, in conformance with all applicable zoning, use, and development regulations.

This RFP provides general information about the property, including history, zoning, and utility information, as well as submission requirements to respond to this Request for Proposals. It is the Respondent's responsibility to review and analyze physical conditions, required permits and approvals, legal considerations, and any and all Town bylaws and regulations that may impact the proposed project.

II. HISTORY

The Baldwinville Elementary School is commercial property owned and operated by the Town. The original building was destroyed in a fire December 18, 1921. The building that now stands was built in 1923 at a cost of \$97,000 and opened on November 24, 1923 and has operated as a school ever since.

III. DEMOGRAPHICS

A community comparison for FY '20 was approved and adopted at the December 19th 2018 Selectmen meeting and is included as **Appendix A**. The information below is a brief summary. Templeton had a population of 8,176 in 2016, according to the 2018-2019 MA Municipal Directory, with a slight increase from the population in 2010 (8,013) according to the 2010 Census. There has been a population change of +17.9% since 2000 to 2010 according to city-data.com.

Templeton is predominately a moderate-income community, with a median household income of \$72,707 in 2018 (compared with the Massachusetts median of \$77,518) according to the MA HomeTownLocator.

IV. PROPERTY DESCRIPTION/SITE CHARACTERICS

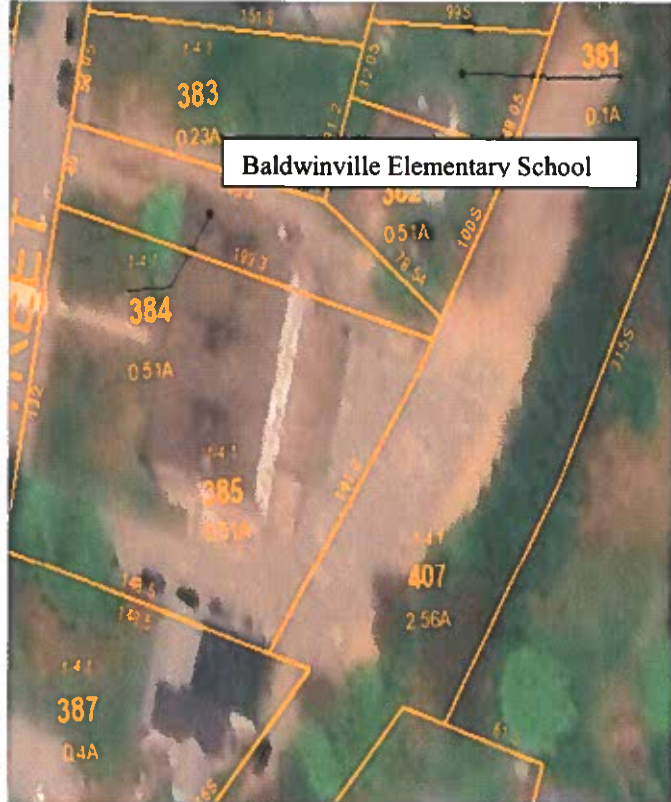
Location and General Site Information

The Baldwinville Elementary School is located at 16 School Street, Templeton, MA (Assessors Map 1-1-4, Parcel 385). The site is located in Templeton, in a residential area of the Town, and along a low traffic roadway.

The lot that the Baldwinville Elementary School is located at is 16 School Street (Parcel 385) to include parcels 383 and 384, as shown on following page (page 5).

Additionally, there is a right of way access for the owners of 12 School Street, this right of way can be relocated in keeping with site redevelopment but cannot be extinguished (see **Appendix B**)

We do not have floor plans of the building, therefore there will be a walk-through of the building at 4:00 PM on _____.



Related Planning Documents

The Town completed a Community Master Plan in 2017. The document is available on the Town’s website on the Planning Board’s web page at www.templeton1.org. Proposals should be consistent with these plans.

Parking

The Baldwinville Elementary School building currently has both a parking lot at the back of the building and a small parking area across the street from the building, some on street parking is afforded along School Street in front of the building.

Building Information

The building has three floors of approximately 23,527 square feet in size with which two floors consisting of the first floor of 9,227 square feet of living area and the upper level of 7,150 square feet of living area for a total of 16,377.

Exterior: The exterior of the property consists primarily of brick/masonry.

Interior: There is a mix of large spaces and small offices, many with original woodwork and period details.

Utilities

Municipal electricity, water and sewer are available.

Deed/Title Information

Included as **Appendix B**

V. TOWN ASSISTANCE

The town will provide reasonable assistance to the developer to obtain essential information (e.g. loans, tax credits or grants) in aid to assemble the needed finances. In addition, the town has adopted the Community Preservation Act and will entertain proposals which may require assistance for the development of affordable housing.

VI. ZONING

This section is provided only as a general guide to potential property developers. It is not intended to supersede or reflect the complete Zoning Bylaws. It is the Respondent’s responsibility to review the Zoning Bylaws in their entirety to ensure that the intended use is allowed. For any questions on zoning, please contact Zoning Enforcement Officer Richard Hanks at RHanks@templetonma.gov or 978-939-3411.

Allowed Uses

The property is zoned Village District (V). The V district allows by right retail sales, personal service shops (i.e. barber, salon, massage therapist, etc...), professional offices, financial institutions, liquor stores, ice cream stands, and minor home occupations. The community will accept proposals for redevelopment which will be used for any use allowed by right or under a special permit.

Special Permits

Special permits may be granted by the Zoning Board of Appeals (ZBA) if they find that the proposed use is in harmony with the intent of the general purpose and intent of the Zoning Bylaws; will not create undue traffic congestion; and will not impair the integrity of the district or be detrimental to health, safety or welfare. The ZBA may impose conditions on approval.

Dimensional & Density Requirements

Note: V – Village Districts – 1 Acre Zone (where a minimum of 1 acre of land is required for the construction of a single-family home).

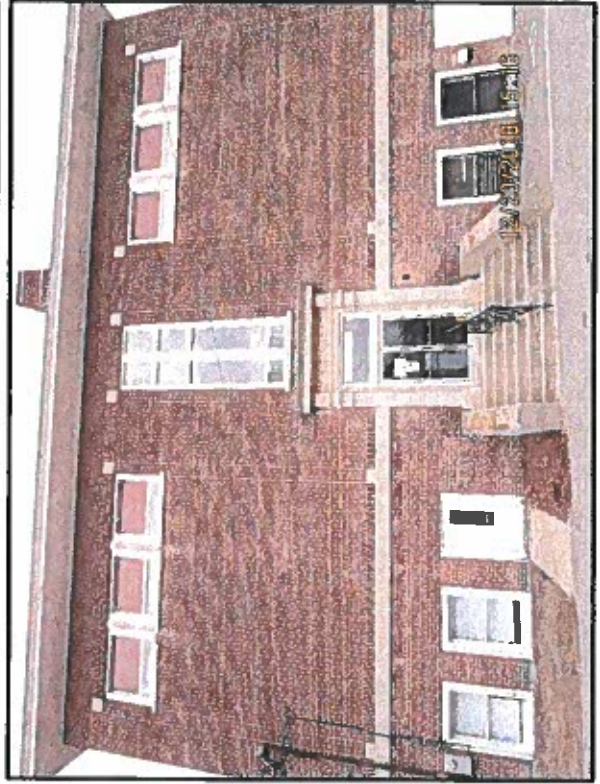
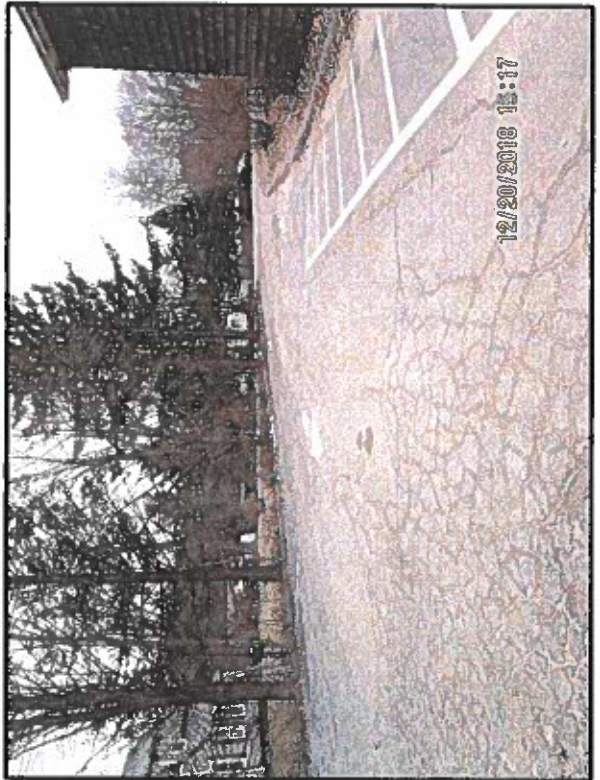
Minimum Side Setbacks	Minimum Rear & Front Setbacks	Maximum Number of Stories	Maximum Building Coverage (%)	Maximum Impervious Surface Coverage (%)
15 LF	30 LF	2.5 or 35 LF	60	75

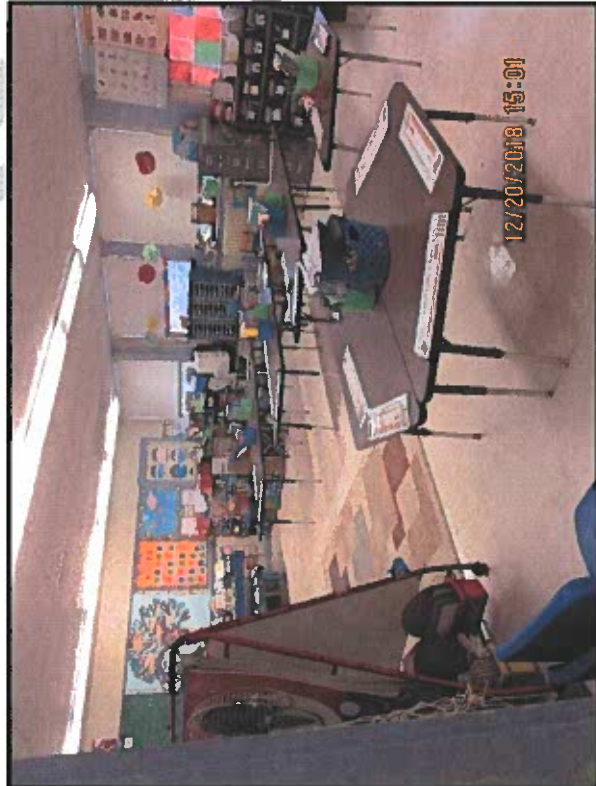
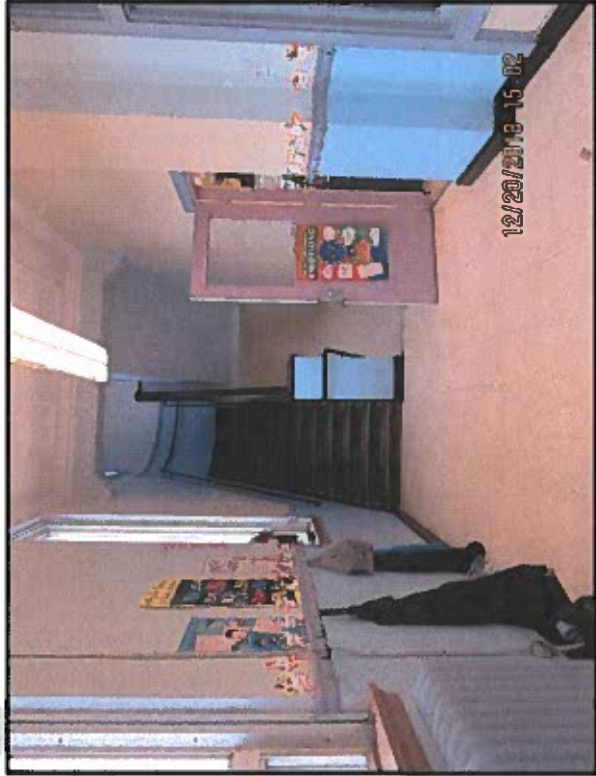
VILLAGE (V) ZONING DISTRICT: ALLOWED USES*

Residential (except Single-Family)	Y
Mixed Uses in a Single Building	Y
Home Occupation - Minor	Y
Home Occupation - Major	SP
Government facilities	Y
Gasoline or Service Station	SP
Hotel/Motel, Inn	SP
Small appliance or equipment repair	SP
Dry cleaning, shoe repair, tailoring, or other similar uses; self service coin operated laundry	SP
Wireless Communication Facility in accordance with Article XXX	SP
Small scale retail sales and services	Y
Business, financial or professional offices; medical office or clinic	Y
Trade, professional or other school conducted as a private business for gain	Y
Sales of flowers, garden supplies, or agricultural products partly or wholly outdoors	SP
Eating Establishment, drive through service not allowed	Y
Eating Establishment, specializing in serving alcoholic beverages	SP
Personal service business such as, but not limited to barber shop, beauty shop, tanning salon, nail salon	Y
Veterinary establishment or pet grooming establishment	SP
Indoor entertainment/recreational facility, including but not limited to bowling alley, theatre, or sports arena	SP

* Y=By-Right, SP = special permit required
Uses not listed are not allowed in the Village District.

VII. BUILDING & SITE PHOTOS





VIII. SUBMISSION REQUIREMENTS

Instructions for Submitting Proposals

Respondents shall submit one original and seven copies of their proposal by 2:00 PM on _____ to:

Baldwinville Elementary
School Disposition Advisory
Committee c/o Selectmen
Office
160 Patriots Road, Room 6
East Templeton, MA 01438

The proposals must be submitted in a sealed package or envelope labeled "BES Proposal." The Respondent assumes the risk of timely delivery as the Town will return late submittals unopened. A Respondent can correct, modify, or withdraw a proposal by making such request in writing by _____. All corrections and modifications must be sealed when submitted. The Town will not accept corrections or modifications after the date and time mentioned above

Proposals will be publicly opened on the date and time listed above, with the name of each Respondent and the purchase price recorded. Proposals become public information when they are opened.

All communications regarding this RFP must be made in writing to Adam Lamontagne, Municipal Management Fellow, 160 Patriots Road, Room 6, P O Box 620, East Templeton, MA 01438. Emailed questions may be addressed to alamontagne@templetonma.gov. Answers to all relevant questions will be posted on the Town's website no later than _____. Only questions received by _____ will be considered. Phone calls will not be accepted.

Proposal Submission Requirements

The Proposal must include the following information and attachments, clearly identified and indexed.

1. A cover letter outlining the Respondent's proposal for the property and stating an offer to purchase the property including the proposed purchase price;
2. Contact information, including name, address, and telephone number of the lead member of the Respondent's team;
3. A description of the Team's Qualifications and Experience: The Respondent shall include information about the team's experience in redevelopment of similar properties. The Respondent shall include information regarding the technical, financial, and administrative capability of the team. The proposal shall include resumes of the key personnel indicating the role and experience of each person and a minimum of three (3) references who are familiar with the developer's work.
4. Evidence of the Respondent's ability to obtain financing;
5. Descriptions and locations of any similar projects developed by the Respondent;
6. A signed "Proposal Response Form";

7. A detailed narrative description of the Respondent's intended use of the Property, including the following:
 - a. Description of the proposed development, noting its use, scope, marketing objective, design concepts, amenities, benefits for the immediate area and Town and similar factors;
 - b. Description of any proposed modifications and/or renovations to the interior and exterior of the building and/or to the boundaries of the property.
 - c. Identification of the proposed uses. If residential units are proposed, the number of units should be identified.
 - d. Financial summary of the proposal, including, at a minimum, total project cost, proposed purchase price, financial arrangements (including amount and source of equity commitment), a five-year cash flow projection, and the estimated tax yield and/or jobs generated by the proposal;
 - e. Identification of any Town, State, Federal, or private assistance necessary for implementation;
 - f. Description of how the proposal meets each of the Comparative Evaluation Criteria.
8. A development schedule indicating timelines for preparing the space, permitting, assembly of financing commitments, and expected occupancy of the property;
9. Schematic site plans or conceptual floor plans and/or renderings;
10. A certified check or a bank cashier's check for \$5,000.00 (Five Thousand and 00/100 Dollars), payable to the Town of Templeton; the Town will deposit the checks in a non-interest-bearing account.
11. The following attachments must be included with the proposal (included in **Appendix C**):
 - a. Proposal Response Form
 - b. Certificate of Non-Collusion
 - c. Certificate of Tax Compliance – MGL, Chapter 62C, Section 49A
 - d. Disclosure of Beneficial Interest – M.G.L., Chapter 7, Section 40J

IX. MANDATORY TERMS

The successful Respondent shall be required to enter into a Developer Designation Agreement (Purchase & Sales Agreement) with the Town within one hundred eighty (180) days after Town's selection of the Respondent's proposal, containing in addition to the usual provisions, the following mandatory terms:

- a. The Town shall not pay a broker's commission, and the successful Respondent shall indemnify and hold the Town harmless from any claims for such commission.
- b. The Respondent or their agent shall have the right, at a time and date approved by the Town, to enter the Property at the Respondent's own risk to conduct surveys, inspections, or tests. The Respondent shall restore the Property, if disturbed by such surveys, inspections, or tests,

as close as reasonably possible to the condition prior to such entry. No testing without prior Town of Templeton approval.

- c. The Respondent shall acknowledge that the Town is selling the Property “as is”.
- d. After the Town accepts the Respondent’s proposal, the conceptual plan may not be substantially altered when submitted to other boards for approval. However, minor changes are acceptable to accommodate site conditions discovered during onsite investigations.

X. SELECTION PROCESS & EVALUATION CRITERIA

Proposal Selection

Proposals will be reviewed by the Baldwinville Elementary School Disposition Advisory Committee, which shall recommend the most advantageous proposal to the **Board of Selectmen**. The **Board of Selectmen** shall determine the proposal to be selected, if any. The Town will negotiate the final Developer Designation Agreement (Purchase & Sales Agreement) with the awarded Respondent.

The Town may request any Respondent to furnish supplementary information to assure the Town that they have the technical competence, the business and technical organization, and the financial resources necessary to for the proposed project.

The Town reserves the right to reject any and all proposals, to waive any minor informality in responses, to negotiate any and all sales terms with the successful Respondent, or to cancel this RFP at any time if it is in the Town’s best interest to do so.

The Town will accept or reject the proposals within ninety (90) days after opening. The Town will return the deposit that accompanies a proposal to any Respondent whose proposal the Town does not accept. The selected proposal shall be binding upon the Respondent for one hundred twenty (120) days from the date of the Letter of Acceptance issued by the Town. If the selected Respondent withdraws its petition within this 120-day period, the Respondent’s deposit shall be forfeited and the Town may retain the funds as liquidated damages. Upon execution of a Developer Designation Agreement (Purchase & Sales Agreement), the Town will credit the proceeds of the check to the purchase price. In the event of default of the Respondent prior to transfer of title, the Town shall retain the deposit as liquidated damages.

Rule for Award

The most advantageous proposal from a responsive and responsible Respondent, taking into consideration price and all other evaluation criteria set forth in this solicitation.

Minimum Selection Criteria

1. The proposal must contain all required information, forms, certifications, and deposit.
2. The Respondent must submit satisfactory evidence that they have the ability to obtain sufficient financing to complete the project as proposed. This may include a pre-approval letter or similar commitment from a financing source indicating sufficient funding to complete the proposed project.

Comparative Evaluation Criteria

All proposals meeting the Minimum Evaluation Criteria will be further reviewed in accordance with the following Comparative Evaluation Criteria.

Proposals will be evaluated on how they address the goals and public purposes outlined above using the technical criteria specified below. The Town may consider price in its evaluation of proposals, but the Board reserves the right to select a proposal that does not propose the highest sales price. Each duly submitted proposal will be reviewed by the Baldwinville Elementary School Disposition Advisory Committee according to the following technical criteria and scored according to the following characteristics (This scoring is in no particular order):

1. Overall Responsiveness to the submission requirements

Not Responsive	Somewhat unresponsive	Somewhat responsive	Responsive	Highly Responsive
1	2	3	4	5

2. Impact on economic conditions in Templeton

Not skilled or experienced	Somewhat skilled and experienced	Moderately Skilled	Skilled and experienced	Highly skilled and experienced
1	2	3	4	5

3. Project feasibility and financial strength of the developer

Not feasible and no financing	Somewhat feasible and some financing	Moderately feasibility and financing	Feasible project and financing	Highly feasible and strong financing
1	2	3	4	5

4. Developer’s Project Plan & Schedule

Inadequate	Somewhat Inadequate	Adequate	Effective	Highly Effective
1	2	3	4	5

5. Compatibility with the needs and characteristics of the neighborhood

Incompatible	Somewhat incompatible	Somewhat compatible	Compatible	Highly Compatible
1	2	3	4	5

6. Plans to address the parking needs of the property

No plan	Inadequate	Adequate parking plan	Effective parking plan	Highly effective parking plan
1	2	3	4	5

7. Dedication to the preservation and maintenance of the historical aspects of the building

Not dedicated	Somewhat undedicated	Somewhat dedicated	Dedicated	Highly Dedicated
1	2	3	4	5

8. Consistency with the Town’s 2017 Community Master Plan

Unaccommodating	Somewhat unaccommodating	Somewhat accommodating	Accommodating	Highly accommodating
1	2	3	4	5

9. Documented skill and experience in adaptive re-use of buildings

Not consistent	Somewhat inconsistent	Somewhat consistent	Consistent	Highly consistent
1	2	3	4	5

10. Accommodating affordable housing

No	Yes
0	2

Highest Score Available: 47

Lowest Score Possible: 9

XI. TERMS AND CONDITIONS

All proposals are subject to the terms, conditions, and specifications herein set forth.

1. The Town makes no express or implied representations or warranties as to the accuracy and/or

completeness of any of the information provided as part of the Request for Proposals, including information that is available upon request.

2. The Town reserves the right to seek additional information or revised proposals from respondents at any time prior to selection through written notice to all respondents.
3. The Town reserves the right to suspend, withdraw, or amend this RFP at any time, without notice.
4. All materials submitted by the Respondent become the property of the Town. The Town is under no obligation to return any of the material submitted by a Respondent in response to this RFP.
5. The Town reserves the right to reject, in its sole discretion, any proposal not submitted in conformance with this RFP and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason. The Town further reserves the right to waive or decline to waive irregularities in any proposal when it determines that it is in the Town's best interest to do so.
6. The Respondent agrees to be solely responsible for obtaining, in a timely manner, all permits, approvals, waivers, releases or any other requirements for the development the property as proposed in this RFP.
7. The Town will draft a Developer Designation Agreement (Purchase & Sales Agreement) in compliance with the terms of the RFP and may incorporate the terms of the RFP and the proposal selected.
9. The Respondent must be current in taxes and all water and sewer liabilities on all real estate owned in the Town, if applicable.

Community Comparisons for FY'20

Community	County	Population Census (CY 2016)	Total Expenditures (FY '17)	Square Miles	Population Density (psm)	Public Road Miles	Income per Capita (FY '18)	Median Household Income ² (As of July 1, 2018)	EQV per Capita (FY '18)	Tax Rate per Thousand (FY '18)	Average Single Family Tax Bill (FY '18)	Average Tax Bill % of Median Family Income
Templeton ³	Worcester	8,176	\$13,604,033	31.9	256	100.5	\$24,417	\$72,707	\$72,209	\$16.72	\$3,283	4.52%
Ashburnham	Worcester	6,209	\$15,758,088	38.4	162	97.1	\$34,664	\$86,721	\$96,686	\$23.40	\$4,931	5.69%
Athol ³	Worcester	11,654	\$19,373,512	32.3	361	111.1	\$19,444	\$52,772	\$57,768	\$19.57	\$2,883	5.46%
Ayer ³	Middlesex	8,001	\$24,826,070	8.9	899	51	\$32,658	\$78,324	\$137,858	\$14.43	\$4,514	5.76%
Dudley ³	Worcester	11,587	\$15,920,732	20.8	557	90.9	\$27,299	\$76,850	\$80,579	\$11.73	\$2,865	3.73%
Monson	Hampden	8,789	\$24,727,249	44.1	199	110.2	\$28,234	\$76,845	\$87,771	\$17.60	\$3,926	5.11%
Montague ³	Franklin	8,272	\$18,624,101	30.2	274	113.3	\$23,022	\$51,012	\$99,027	\$17.09	\$3,337	6.54%
Orange ³	Franklin	7,651	\$19,641,100	35.1	218	103.5	\$18,124	\$40,861	\$64,301	\$21.94	\$3,217	7.87%
Shirley ³	Middlesex	7,400	\$13,562,781	15.9	465	52.2	\$27,141	\$79,764	\$84,756	\$16.42	\$4,805	6.02%
Townsend ³	Middlesex	9,515	\$20,164,326	32.8	290	94.9	\$30,836	\$88,765	\$88,043	\$20.26	\$4,984	5.61%
Winchendon	Worcester	10,698	\$27,772,772	43	249	115.3	\$21,231	\$66,994	\$62,089	\$17.35	\$3,086	4.61%

Note 1: Source: 2018 - 2019 MA Municipal Directory

Note 2: Median Income Source; MA HomeTownLocator

Note 3: Regional School District

Approved and adopted this 19th day of December, 2018 by a vote of 4 in favor, 0 opposed, and 0 abstained.


 John Caplis, Chairman
 Board of Selectmen



J. Raymond Miyares Thomas J. Harrington Christopher H. Heep Donna M. Brewer Jennie M. Merrill
Rebekah Lacey Bryan Bertram Ivria Glass Fried Eric Roustle Katherine E. Stock

November 15, 2018

Carter Terenzini
Town Administrator
Town of Templeton
160 Patriots Road
East Templeton, MA 01438

Re: Town title

Dear Carter:

You asked me to examine the title of the following parcels of land. For ease, all parcels are shown on the Assessors map, attached hereto as "Exhibit A" as Parcels A, B, C and D. The results of my examination are as follows:

Parcel A: Assessors parcel 1-4.1-385

This parcel, also known as 16 School Street, was deeded to the Town on April 25, 1883 by Philenia Baldwin, Caroline Bryant, Martha Davenport, Lucia Proctor and Jonathan Baldwin, which deed is recorded in Book 1280, Page 51 and attached as "Exhibit B." There is no plan accompanying the conveyance, however, metes and bounds are described within the deed. There are no restrictions on this parcel.

Parcel B: Assessors parcel 1-4.1-384

This parcel was deeded to the Town on August 3, 1892 by James Meegan, which deed is recorded in Book 1390, Page 393 and attached as "Exhibit C." There is no plan accompanying the conveyance, however, metes and bounds are described within the deed. This deed contains a ROW to Assessors parcels 1-4.1-381 and 1-4.1-382: "Reserving the right of way along the northerly side of said lot, to cross and recross the same to the land of the grantor lying on the North and East of said lot." In my opinion, the Town may relocate the right of way on this parcel as long as said relocation does not materially change the owner's ability to use parcels 1-4.1-381 and 1-4.1-382.

Carter Terenzini
November 15, 2018
Page 2 of 2

Parcel C: Assessors parcel 1-4, 1-383

This parcel was deeded to the Town on November 15, 1956 by Frank J. O'Neil and Elizabeth Smith, which deed is recorded in Book 3832, Page 567 and attached as "Exhibit D." There is also a plan accompanying this conveyance, which is attached as "Exhibit E" and recorded in Plan Book 221, Plan 97. There are no restrictions on this parcel.

Parcel D: Assessors parcel 1-4, 1-407

This parcel (the rail line parcel) was deeded to the Town on December 30, 1983 by the New England Power Company, which deed is recorded in Book 8041, Page 57 and attached as "Exhibit F." There is also a plan accompanying this conveyance, which is attached as "Exhibit G" and recorded in Plan Book 331, Plan 52. There are no restrictions on this parcel.

Please contact me with any questions.

Sincerely,



Thomas J. Harrington

Exhibit
A

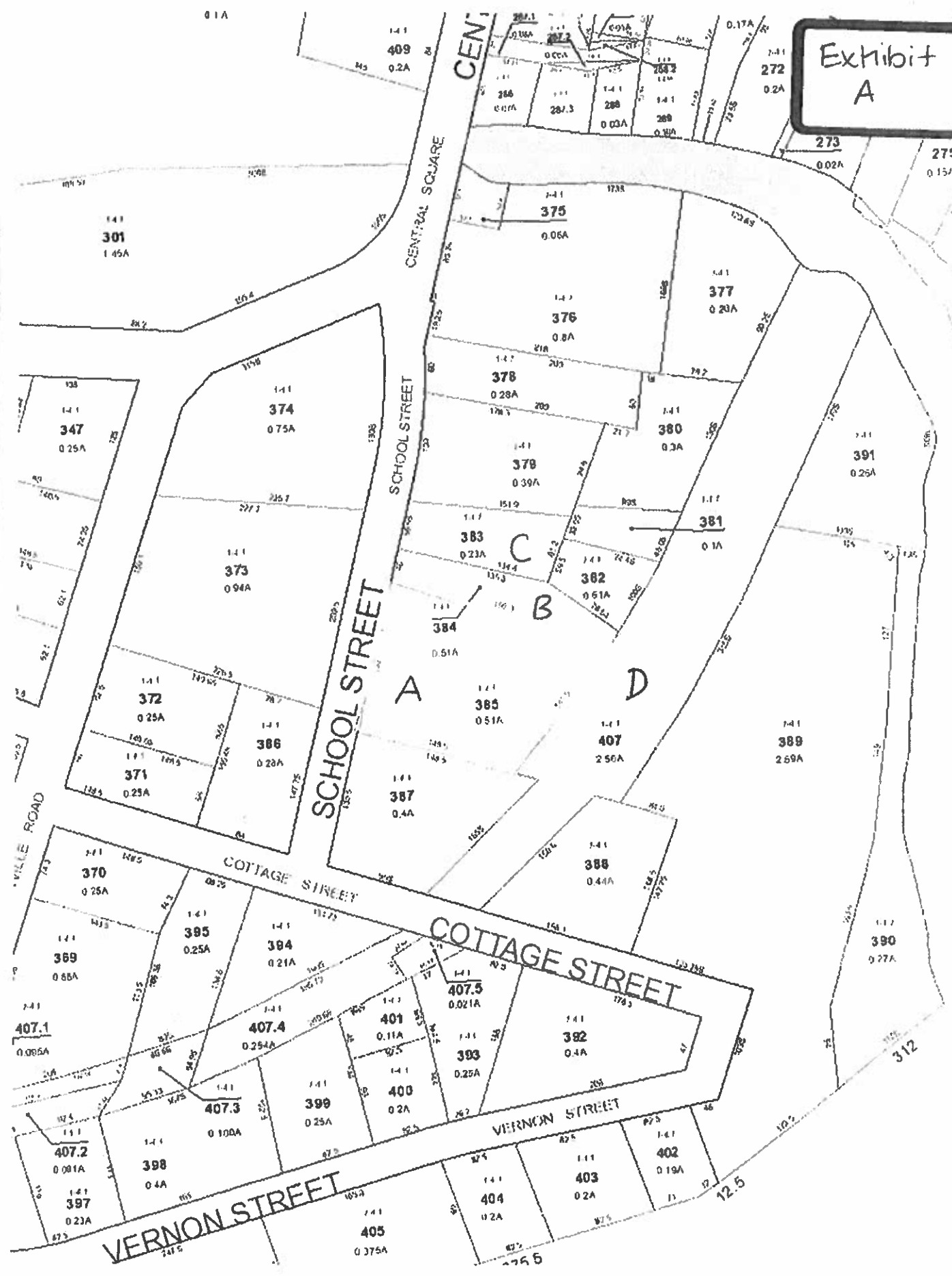


Exhibit
B

ourselves and our heirs, executors and administrators, and
with the said grantee and his heirs and assigns that the
granted premises are free from all incumbrances made or
suffered by us, and that we will and our heirs, executors
and administrators shall warrant and defend the same to
the said grantee and his heirs and assigns forever against
the lawful claims and demands of all persons claiming by,
through or under us but against none other.

In witness whereof, we the said Herbert M. Small and Milton
B. Wilson Trustees as aforesaid, hereunto set our hands and
seals this Twenty eighth day of June in the year one thousand
eight hundred and eighty eight

Signed, sealed and delivered } Herbert M. Small (seal)
in presence of } Milton B. Wilson (seal)
Chas. D. Simmons

Commonwealth of Massachusetts
Worcester on June 28. 1888. Then personally appeared the above
named H. M. Small and acknowledged the foregoing instru-
ment to be his free act and deed

Before me, Chas. D. Simmons Justice of the Peace
at Worcester June 28. 1888. Attest: By Murray B. Miller My

Walter C. Chelms to know all men by these presents that we
to Charles Baltham, Esquire, P. Bryant, wife of Albert
Templeton Esq. } Bryant of Templeton, Martha A. Danvers, wife of
David D. Danvers, Susan O. Proctor, wife of Joseph H.
Proctor of Athol, all of the County of Worcester and Common-
wealth of Massachusetts, and Jeremiah Baltham of Bolton
County of St. Lawrence, State of New York, in consideration
of Five Hundred Dollars paid by the Inhabitants of the
Town of Templeton, the receipt whereof is hereby acknowl-
edged, do hereby give, grant, bargain, sell and convey unto
the said Inhabitants of said Templeton, a certain tract of
land bounded and described as follows: situated in Ash-
menville in the north part of said Town, commencing
at a stake and stone ten rods south of the south west
corner of James McGraws land thence N. 27° W. eight
rods to a stake thence S. 63° E. seven rods to the line of
the Wins River Road thence Northwesterly by the
line of said Rail Road eight rods and fifteen links
thence N. 63° W. twelve rods and two links to the place

of beginning, containing eighty four square rods, more or less. Also a right of way commencing at the south west corner of the said James Meegan's land at the end of the Meegan road as called, and running S. 27° W. to and by the said line conveyed to the north line of R. M. Adams land, said right of way to be two and one half rods wide and to be on the west side of said line. To have and to hold the granted premises with all the privileges and appurtenances thereto belonging, to the said inhabitants of said Town and their successors and assigns, to their own use and behoof forever. And we hereby for ourselves and our heirs, executors and administrators covenant with the grantees and their successors and assigns that we are lawfully seized in fee simple of the granted premises: that they are free from all incumbrances, that we have good right to sell and convey the same as aforesaid: and that we will and our heirs, executors and administrators shall warrant and defend the same to the grantees and their successors and assigns forever against the lawful claims and demands of all persons. And for the consideration aforesaid we, Albert Orvant, husband of the said Caroline P. Orvant and David B. Davenport husbands of the said Martha B. Davenport and Joseph W. Proctor, husband of the said Lucia A. Proctor do hereby release unto the grantees and their successors and assigns all right to an estate by the curtesy in the granted premises. In witness whereof, we the said

Philiman Baldwin, Caroline P. Orvant, Albert Orvant, Martha B. Davenport, David B. Davenport, Lucia A. Proctor, Joseph W. Proctor, Jonathan Baldwin, have hereunto set our hands and seals this Twenty fifth day of April in the year one thousand eight hundred and eighty three.

Signatures and seals	Philiman Baldwin	(seal)
	Caroline P. Orvant	(seal)
	Albert Orvant	(seal)
	Lucia A. Proctor	(seal)
	Joseph W. Proctor	(seal)
	David B. Davenport	(seal)
	Martha B. Davenport	(seal)
	Jonathan Baldwin	(seal)

In presence of
 Hon. Thomas S. C. C.
 A. C. & A. C.
 A. C. & A. C.
 to Jonathan Baldwin
 Commissioner of

Massachusetts, Worcester co. April 28th 1883 Then personally appeared the above named Philenia Oulabrin, Caroline P. Bryant, Albert Bryant and acknowledged the foregoing instrument to be their free act and deed.

Before me, Asa Hopper Justice of the Peace
State of New York, County of St. Lawrence ss. Be it known that on this 15th day of May 1883, before me personally came Jonathan Oulabrin to me well known to be the same person mentioned in and who executed the foregoing instrument and who duly acknowledged the execution thereof

Attest: Asa Hopper, Justice of the Peace.
15th day 30th 1883 at 8th A.M. Subst & Ex^{co} By Murray R. Miller Secy

Stearns Martha J. . . . Know all men by these presents that I, Martha J. Stearns of Wilton, in the County of Hillsboro and State of New Hampshire, wife of George W. Stearns, in consideration of Ten Hundred Dollars, paid by Providence Coleman wife of O. G. Coleman, of Templeton, in the County of Worcester and Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Providence Coleman, her heirs and assigns, a certain tract of land with the buildings thereon situated in said Templeton and bounded as follows, viz:
Beginning at a corner by the road called the Wandchenden County road and is the line between Hubbardston and Templeton thence Southwesterly on said line twelve rods to a heap of stones: thence N. 34° E. seventeen rods: thence N. 42 1/2° E. six rods thence N. 72° E. ten rods to said road: thence Southwesterly on line of said road about seventeen rods to the point of beginning, containing 1 1/2 acres more or less.
I have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said Providence Coleman and her heirs and assigns, to their own use and behoof forever. And I hereby, for myself and my heirs, executors and administrators covenant with the grantee and her heirs and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid: and that I well and my heirs, executors and administrators shall warrant and

Stearns Martha J.
to
Providence Coleman
in Book 1296
Page 544.

Exhibit
C

of August in the year one thousand eight hundred
ninety two. Oliver Wellington
Signed, sealed and delivered. Louis Wellington (real)
in presence of } Commonwealth of Massachusetts
H. R. Vaille } Worcester 26 August 26 1892. Then
personally appeared the above named Oliver Wellington
and acknowledged the foregoing instrument to be his free
act and deed.

Before me Henry R. Vaille Justice of the Peace
Dec. Aug. 27. 1892 at 2:15 PM. Sub. & Ad. by Oliver Wellington

Megan James
to
Templeton, Inhab.

Know all men by these presents that I, James
Megan, of Templeton, in the County of Worcester and County
Commonwealth of Massachusetts, in consideration of One hun-
dred dollars to me paid by the Town of Templeton, the re-
ceipt whereof is hereby acknowledged, do hereby give, grant,
convey, sell and convey unto the said Town of Templeton
a certain tract of land situated in Baldwinville in said
Templeton, bounded and described as follows: Beginning at
the Southwest corner of the lot to be conveyed, and at the
Northwest corner of the present school house lot on the
Baldwin land so called; thence N. 27° E. forty (40) feet to
a monument; thence S. 63° E. eight rods and five links to
a monument; thence S. 31 1/4° E. four rods and sixpence links
to the Northeast corner of the present school house lot;
thence N. 63° W. along the Northernly line of said school house
lot twelve rods and two links to the place of beginning.
Being part of the premises conveyed to me by Jonathan
Baldwin et al and Lewis P. Proctor Guardian, by deeds
dated June 30 A. D. 1892. Said deeds to be recorded with
Worcester District Deeds. Reserving the right of way along
the Northernly side of said lot, to cross and recess the
same to the land of the grantor lying on the North and
East of said lot. To have and to hold the
granted premises, with all the privileges and appurtenan-
ces thereto belonging, to the said Town of Templeton and
its successors and assigns, to their own use and behoof
forever. And I hereby for my and my heirs, executors
and administrators, covenant with the grantee and its

successors and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid, and that I will and my heirs, executors and administrators shall warrant and defend the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons. And for the consideration of and to Julia Meegan wife of the said James Meegan hereby release unto the grantee and its successors and assigns all rights of or to both dower and homestead in the granted premises.

In witness whereof, we, the said James Meegan and Julia Meegan hereunto set our hands and seals this 3^d day of August in the year one thousand eight hundred and ninety two.

Signed, sealed and delivered James Meegan (real)
 in presence of } Julia Meegan (real)
 Asa Komer to of W. } Commonwealth of Massachusetts
 W. J. Meegan } Worcester, ss. August 3, 1892. Then

personally appeared the above named James Meegan and acknowledged the foregoing instrument to be his free act and deed before me Asa Komer Justice of the Peace
 the 3^d day of August 1892 at 5¹⁵ PM but 1st by W. J. Meegan

Dean Albert to
 to
 Wm J. Leather

Know all men by these presents that we, Albert E. Dean and Sarah E. Dean in her own right, of Worcester in the County of Worcester and Commonwealth of Massachusetts in consideration of Five dollars and other considerations paid by William J. Leather, of West Boylston in said Commonwealth the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said William J. Leather his heirs and assigns, a certain tract or parcel of land, with the buildings thereon, situated in the Northwesterly part of said West Boylston, containing ninety square rods more or less bounded as follows to wit: Beginning at a stone on the line of Laurel street at the Southwesterly corner of Town school lot number (5) five; thence North 10° E. by land of said school lot number (5) five; thence

Exhibit
D

being unmarried WE, FRANK J. O'NEIL and ELIZABETH M. SMITH, a widow as joint tenants, both of Templeton, Worcester County, Massachusetts, being unmarried, for consideration paid, grant to the INHABITANTS OF THE TOWN OF TEMPLETON, a municipal corporation in said County and Commonwealth

See Plan
Book 221,
Plan 97

of
with warranty covenants
the land in

(Description and encumbrances, if any)

A certain parcel of land situated on the southeasterly side of School Street in the village of Baldwinville in said Templeton, bounded and described as follows, to wit:

Beginning at the most westerly corner thereof at a stone monument in the southeasterly line of School Street at land of the Town of Templeton;

THENCE: northeasterly at an included angle of 101°-37' by the said line of School Street, 56.95 feet to an iron pipe;

THENCE: southeasterly at an included angle of 87°-59' by land of Frank J. O'Neil, 151.90 feet to an iron pipe;

THENCE: southwesterly at an included angle of 77°-39' by land of Harry D. Collier, 81.2 feet to a stone monument;

THENCE: northwesterly at an included angle of 92°-45' by land of the Town of Templeton, 134.40 feet to the place of beginning.

Meaning and intending to convey a portion of the deed from James E. Meegan to Frank J. O'Neil and Elizabeth M. Smith dated October 16, 1945 and recorded with Worcester District Registry of Deeds, Book 2975, Page 62.



DEC 28 1956
WORCESTER
DEEDS & EXCISE
RECORDS
155

husband of said grantor
wife

do hereby grant all rights of tenancy by the curtesy and dower and homestead and other interests therein.

Witness our hands and seals this 15th day of November 1956

James J. O'Neil
Elizabeth M. Smith

The Commonwealth of Massachusetts

Worcester, ss. November 15 1956

Then personally appeared the above named FRANK J. O'NEIL,

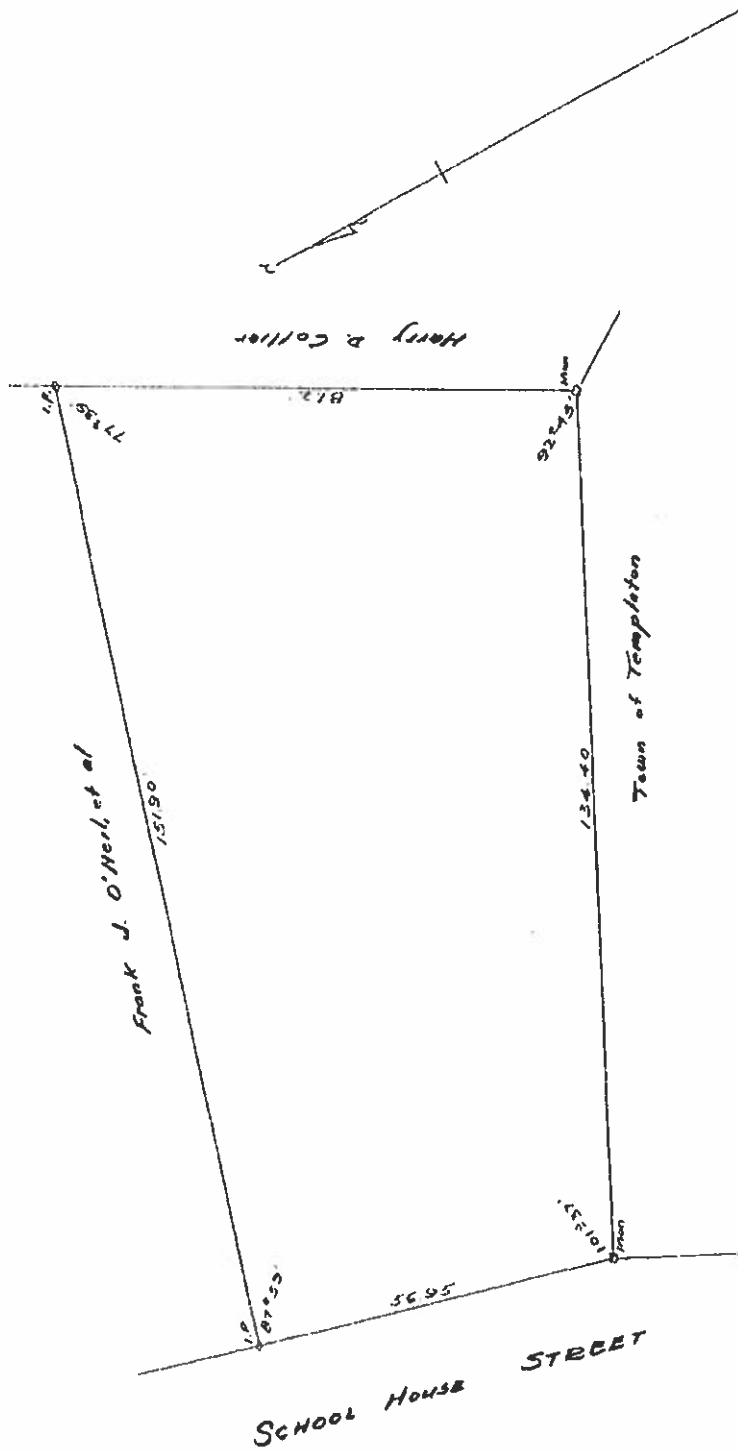
and acknowledged the foregoing instrument to be his free act and deed, before me

Philip Howard
Notary Public
Worcester, Mass.

My commission expires February 6, 1960

Recorded Dec. 26, 1956 at 11. 22m. P. M.

Exhibit
E



Approval of Plan 19237
 Reported
 26th Aug 21, 1956
 Council of Templeton
 Marked by the Survey
 of Templeton Planning Board

PLAN OF LAND
 OF
 FRANK J. O'NEIL, ET AL
 BACDOWNVILLE VILLAGE
 TEMPLETON, MASS.
 Scale: Inch = 20 ft. Aug 2, 1956
 Stanley G. Kendall, C.E.

MONESTER DISTRICT RECORDED
 OF DEEDS MONESTER, N.H.
 281
 Dec 26, 1956
 1
 22
 TEST
 [Signature]

Exhibit
F

KNOW ALL MEN BY THESE PRESENTS

that NEW ENGLAND POWER COMPANY, a Massachusetts corporation with its principal place of business in Westborough, Worcester County, Massachusetts (hereinafter referred to as the Grantor) for consideration of \$1,001.00, paid by the TOWN OF TEMPLETON located on School Street, Baldwinville, Massachusetts (hereinafter referred to as the Grantee), the receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim, assign, transfer and set over unto the TOWN OF TEMPLETON its successors and assigns, forever, the following described land in Templeton, Worcester County, Massachusetts:

All that certain piece or parcel beginning at the point where the easterly sideline of South Main Street crosses center line station 2244 plus 807.07 on said branch at Baldwinville and extending easterly and northerly to a line passing at right angles through center line station 2264 plus 55 on said branch, in the Town of Templeton aforesaid, containing 2.56 acres of land, more or less, all as shown on a plan recorded with Worcester District Registry of Deeds in Plan Book 331, Plan 52.

Being Parcel 1 conveyed by Penn Central Company to New England Power Company by deed dated August 23, 1968, recorded with Worcester District Registry of Deeds in Book 4879, Page 12.

IN WITNESS WHEREOF, the said NEW ENGLAND POWER COMPANY has

caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by J. F. KASLOW, its President and by ALFRED D. HOUSTON, its Treasurer being thereunto duly authorized this 29th day of December 1983.

NEW ENGLAND POWER COMPANY

By J. F. Kaslow
President

By Alfred Houston
Treasurer

RECEIVED
COMMONWEALTH OF MASSACHUSETTS
NOTARY PUBLIC
N.E.P.
DEC 30 1983 3:42

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

December 29, 1983

Then personally appeared the above named J. F. KASLOW and ALFRED D. HOUSTON and acknowledged the foregoing instrument to be the free act and deed of NEW ENGLAND POWER COMPANY.

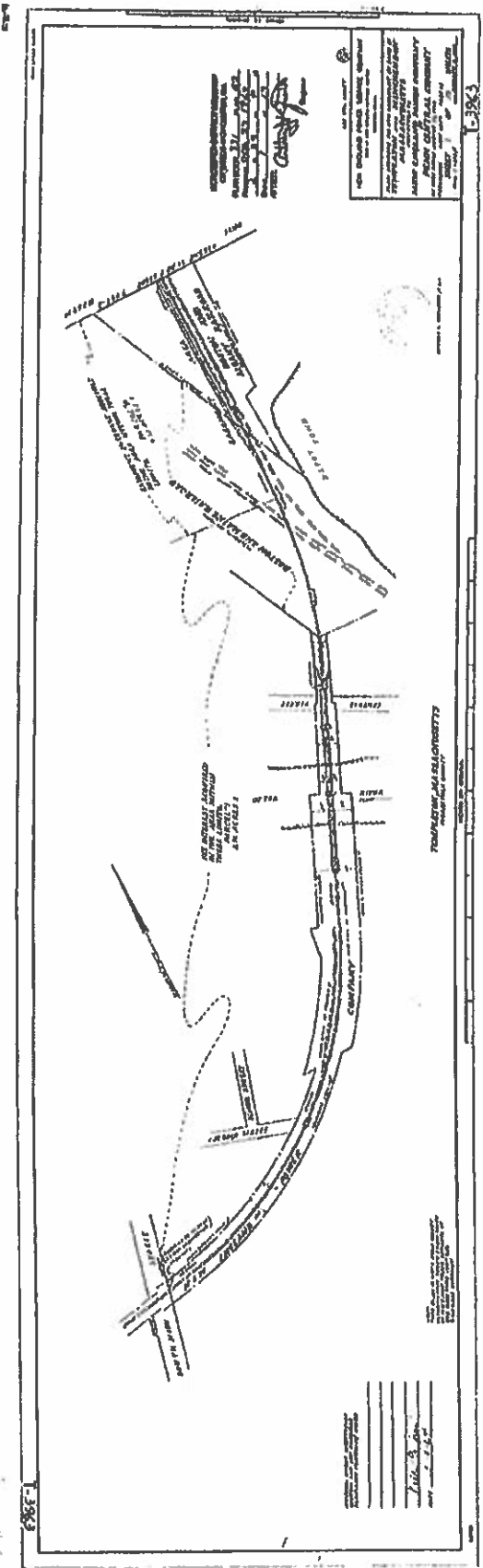
Before me,

David C. Tomlinson
Notary Public

My Commission Expires: April 16, 1987

Recorded DEC 30 1983 3:42 h/c m/AM

Exhibit
G



PROPOSAL INTENT RESPONSE FORM

RFP Title:

Please review the Request for Proposal (RFP). Furnish the information requested below and return this page to the Baldwinville Elementary School Disposition Advisory Committee:

Your expression of intent is not binding but will greatly assist us in planning for proposal evaluation.

Choose one of the following options:

- Do intend to submit a proposal
- Do not intend to submit a proposal

If you are not responding to this RFP, please provide your reason(s):

Please provide the following contact information:

Name (first, middle, last):

Title:

Organization:

Email address:

CERTIFICATION OF NON COLLUSION & GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF TAX COMPLIANCE

(Corporate)

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,
_____, authorized signatory for _____

printed name

name of consultant/business

do hereby certify under the pains and penalties of perjury that said contractor has
complied with all laws of the Commonwealth of Massachusetts relating to taxes,
reporting of employees and contractors, and withholding and remitting child support.

Federal ID # _____

Signature

_____ Name _____

Title _____

_____ Date

OR

CERTIFICATE OF TAX COMPLIANCE

(Individual)

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

(Signature of person signing bid or bid)

(Date)

Disclosure of Parties with Beneficial Interest
MGL Ch. 7 §40J

I do hereby certify that the following parties have – or area anticipated to have – a beneficial interest in our submissions seeking to acquire and redevelop the Baldwinville Elementary School form the Town of Templeton, MA

Party 1 _____

Party 2 _____

I do make this declaration under the pains of penalties of law and understand that any material omission or misrepresentation may not only lead to the disqualification of my proposal but prosecution under the pains and penalties of law.

Section 40J. No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners.

A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

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

Acknowledgment for Individual

State of Massachusetts

County _____

On this _____ day of _____, 20 ____, before me personally appeared _____ (or _____ and _____), to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Notary Public

Print Name: _____

My commission expires:
