

Request for Proposals
for
Reuse of Baldwinville
Elementary School

16 School Street
Templeton, MA 01436



2/12/2020

Revised from Final RFP issues 02/04/19 to reflect added lands and minor change in base information.

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I. INTRODUCTION: SALE OF BALDWINVILLE ELEMENTARY SCHOOL

The Board of Selectmen, acting on behalf of the Town of Templeton (hereinafter the "Town") is seeking proposals from qualified development entities for sale and redevelopment of the Baldwinville Elementary School Building at 16 School Street, sitting on and adjacent to four sub parcels of land of 1.47+/- acres. The building 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 architectural 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 mean the proposal that offers 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. |
| Avoidance of Blight: | The redevelopment should create a well maintained attractive and fully-tenanted building. |
| Historic Characteristics: | The rehabilitation of the property should be done in a way that respects and enhances the character of the building and the 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 the identified property, 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

Templeton is located on 32 (+/-) square miles in northern Worcester County with a current single tax rate of \$16.83 per \$1,000.00. The 2020 Town census shows that the total current population is 7,850 with 3,067 total households. The current median household income is \$71,296 with a median home value of \$245,217.

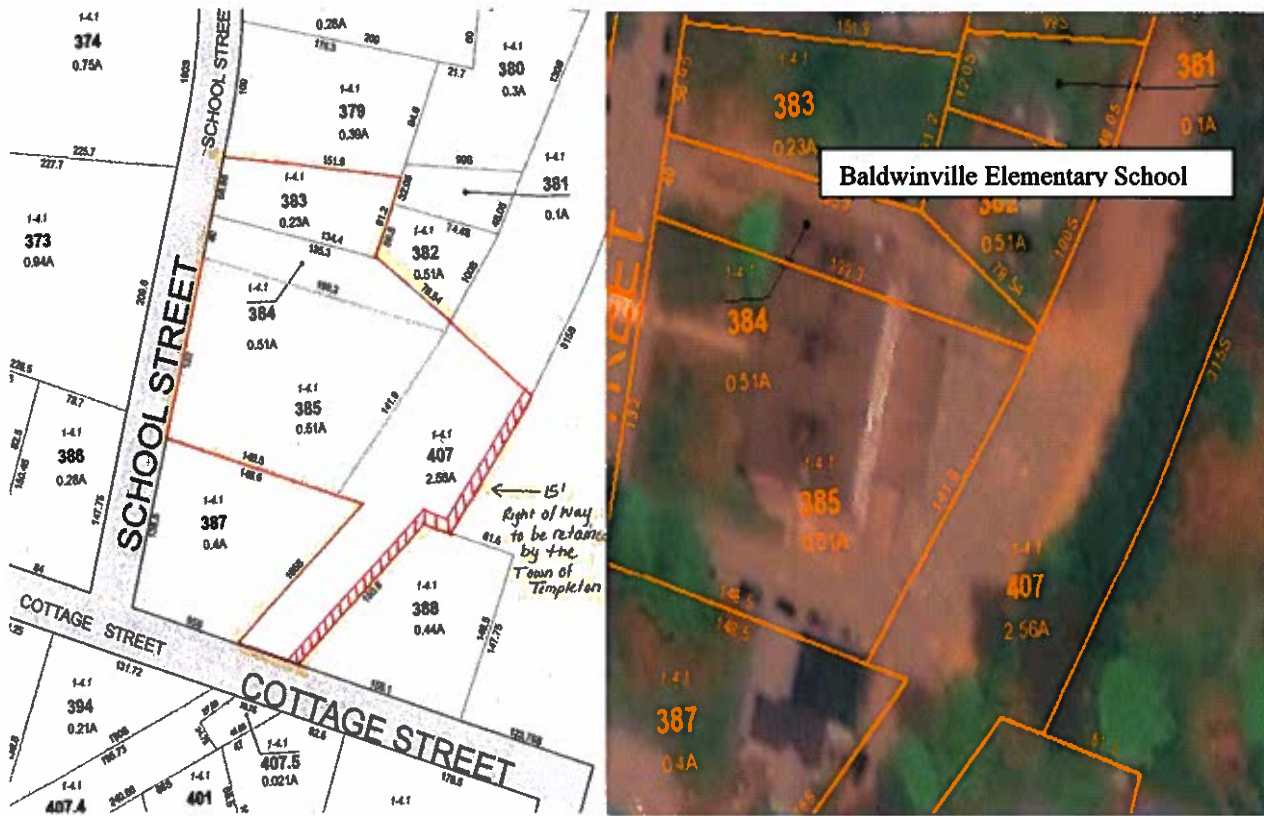
IV. PROPERTY DESCRIPTION/SITE CHARACTERICS

Location and General Site Information

The Baldwinville Elementary School is located at 16 School Street, Templeton, MA located in a residential area of the Town, and along a low traffic roadway. It sits on and is adjacent to four sub-parcels of land comprising 1.47+/- acres 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 A**).

We do not have floor plans of the building; anyone desiring to have a walk-through of the building may do so by calling Ms. Laurie Wiita, Director of the Office of Development Services, on 1.978.894.2771 or emailing her on lwiita@templetonma.gov.



Related Planning Documents

The Town completed a Community Master Plan in 2017. The document is available on the Town’s website at www.templetonma.gov, click on Boards and Commissions, then Planning Commission, click on Master Plan-Town of Templeton 3.28.2017. Proposals should be consistent with these plans.

Parking

The Baldwinville Elementary School building has a parking lot at the back of the building; there is also municipal parking across the street for visitor parking; some on street parking is available in front of the building on School Street.

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. Rates for these are available on <https://www.templetonlight.com> (click on light or water, then click on rates) and www.templetonma.gov (click on Department, then Sewer Department and then on sewer rates).

Deed/Title Information

Included as **Appendix A**

V. TOWN ASSISTANCE

The town will provide reasonable staff 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 may 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 the uses outlined in the table found on page 7. The community will accept proposals for redevelopment which will be used for any use allowed by right or under a special permit; on November 20, 2019 at the fall town meeting, residents voted to approve Article 8: Amending By-Laws re: overlay district for cannabis, on February 4, 2020 the Attorney General's office approved Article 8; to learn more, go to www.templetonma.gov and go to the Town Clerk's page under Annual and Special Town Meetings (November 20, 2019 Fall Town Meeting). Host Community Agreement (HCA's) information can be found by going to www.templetonma.gov, click on Planning & Construction projects at the bottom of the page and then on Marijuana Establishments.

Special Permits

Special permits may be granted by the Planning Commission 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 Planning Commission may impose conditions on approval.

Dimensional & Density Requirements

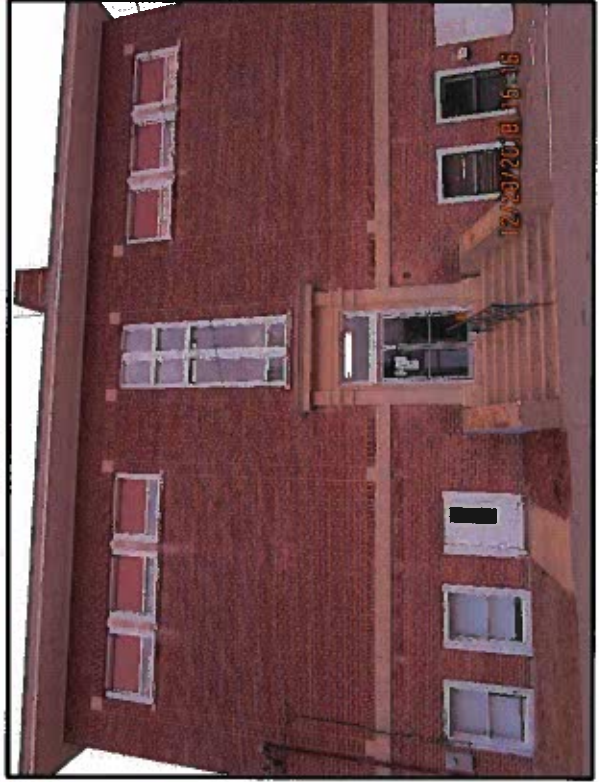
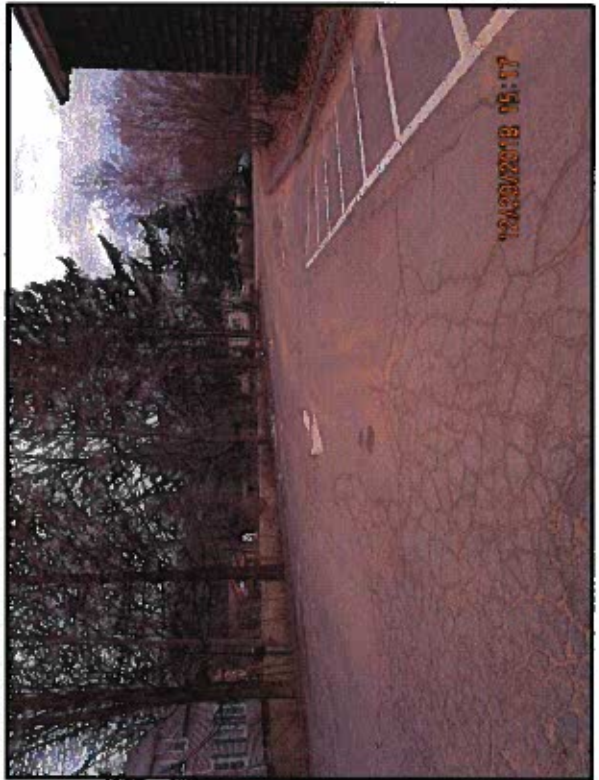
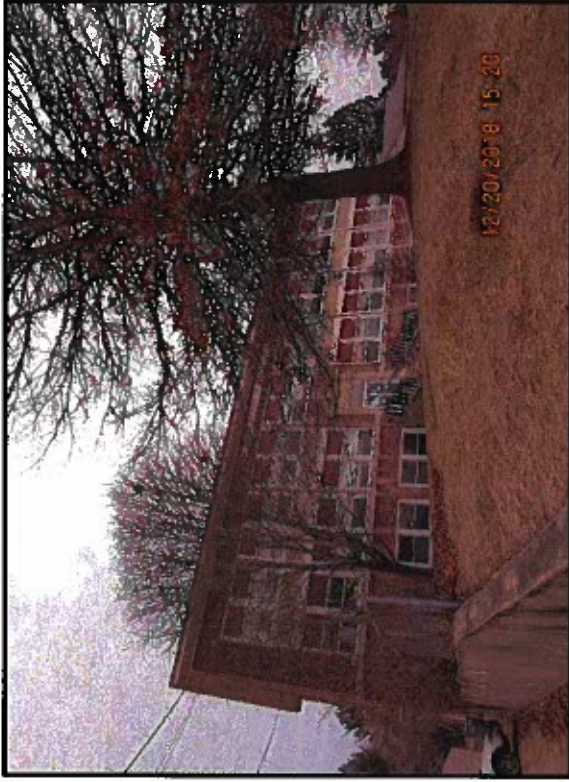
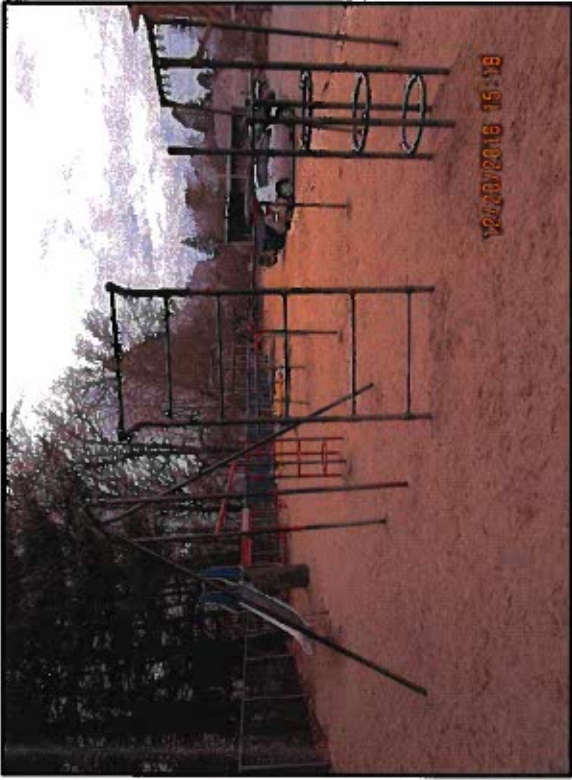
Note: V – Village Districts – 1 Acre Zone (where a minimum of 1 acre of land is required for the construction of a single-family home).

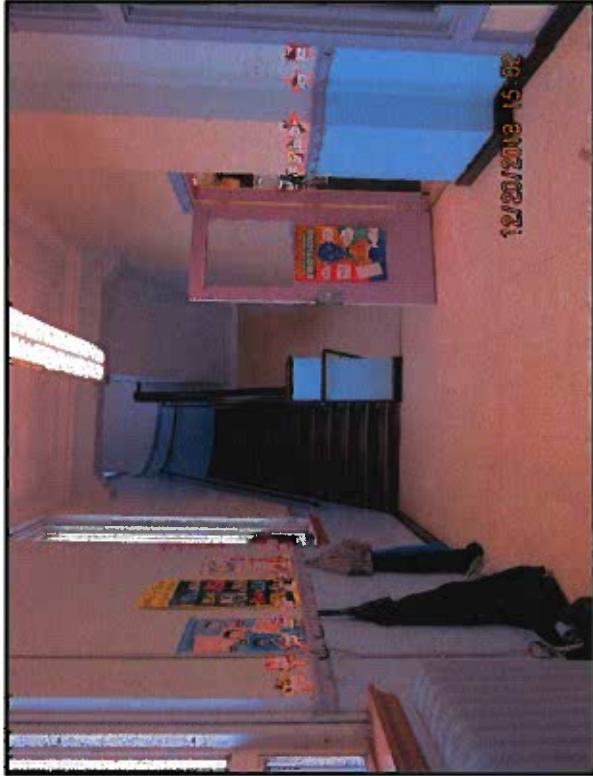
Minimum Side Setbacks	Minimum Rear & Front Setbacks	Maximum Number of Stories	Maximum Building Coverage (%)	Maximum Impervious Surface Coverage (%)
15 LF	30 LF	2.5 or 35 LF	60	75

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
Cannabis Facilities	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 such that they are received by 2:00 PM on Wednesday, March 18, 2020 to:

Office of the 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 March 18, 2020 @ 2:00 PM. 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.

INTERVIEWS Tuesday, March 31, 2020 @ 6:30 p.m.

All communications regarding this RFP must be made in writing to Adam Lamontagne, Assistant Town Administrator, 160 Patriots Road, Room 6, P O Box 620, East Templeton, MA 01438. Emailed questions may be addressed to alamontagne@templetonma.gov. All questions must be submitted by the close of business on March 9, 2020. Answers to all relevant questions will be posted on the Town's website no later than Wednesday, March 11, 2020.

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 as its bid surety; the Town will deposit the check in a non-interest-bearing account. This surety will be forfeited if, having been notified the Town wishes to proceed with the proposal, the proposer does not enter into – and faithfully and diligently prosecute– negotiations with the Town by which the Town shall transfer the property to the proposer subject only to Town Meeting approval and authorization.
11. The following attachments must be included with the proposal (included in **Appendix B**):
 - 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 a Committee consisting of a member the Community at Large, Advisory Committee, Board of Selectmen, Planning Board, Historical Commission 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.

We cannot guarantee you will receive an invitation to make a formal proposal but, if you do, such proposals will be made on the evening of Tuesday, March 31, 2020.

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 proposal 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 of their 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 Advantageous	Advantageous	Highly Advantageous
1	2	3

2. Impact on economic conditions in Templeton

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

3. Project feasibility and financial strength of the developer

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

4. Developer's Project Plan & Schedule

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

5. Compatibility with the needs and characteristics of the neighborhood

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

6. Plans to address the parking needs of the property

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

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

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

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

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

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

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

Highest Score Available: 27

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.



J Raymond Myres Thomas J. Harrington Christopher H. Heep Donna M. Brewer Jennie M. Merritt
Rebekah Lacey Bryan Bertram Ivria Glass Fried Eric Roustie 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 Terenzi
November 15, 2018
Page 2 of 2

Parcel C: Assessor's 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: Assessor's 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,

A handwritten signature in blue ink, appearing to read "Thomas J. Harrington". The signature is stylized and somewhat cursive.

Thomas J. Harrington

Exhibit
A

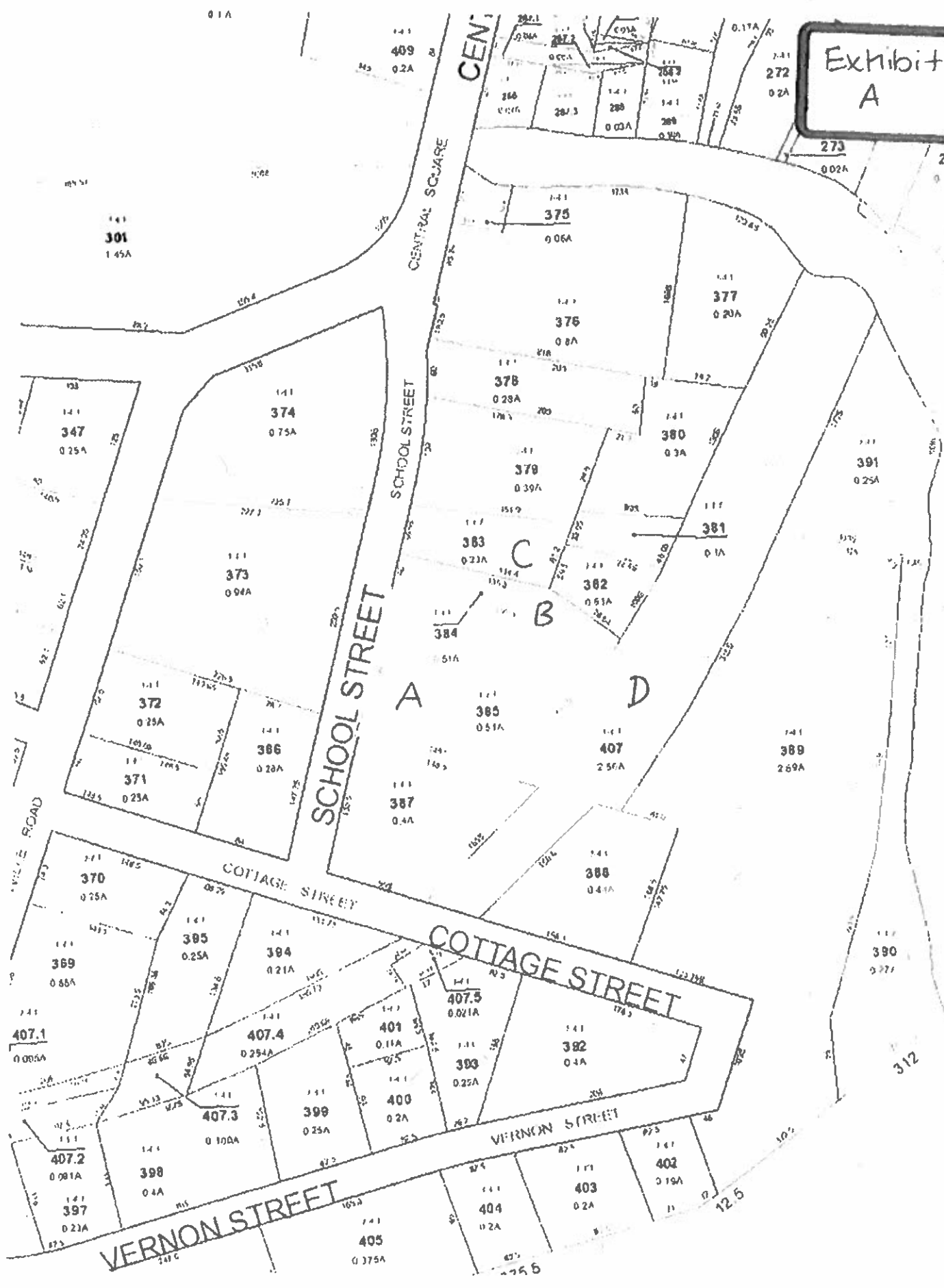


Exhibit
B

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 our 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, his heirs and assigns none other.

In witness whereof we the said Herbert W. Small and Milton
R. Wilson Justice 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 W. Small (seal)
in presence of } Milton R. Wilson (seal)
What is demanded } Commonwealth of Massachusetts

Worcester on June 28. 1888. Then personally appeared the above
named H. W. Small and acknowledged the foregoing instrument
to be his free act and deed

Before me John D. Swanson Justice of the Peace
City of Worcester Mass. at 10 o'clock A.M. this 28th day of June 1888

Waldemar Chelonia to Know all men by these presents that we
A. Helen Baldwin Executrix of the estate of Albert
Templeton (deceased) of Templeton, Martha A. Danforth, wife of
David W. Danforth, Louisa O. Proctor, wife of Joseph W.
Proctor of Athol, all of the County of Worcester and Common-
wealth of Massachusetts, and Jeremiah Baldwin of Bolton
County of the 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 with
the said Inhabitants of said Templeton, a certain tract of
land bounded and described as follows situated in Old
Counsell in the north part of said Town, commencing
at a stake and stone ten rods south of the south west
corner of James Mcgams. Land thence E. 27° W. eight
rods to a stake thence S 63° E. nine rods to the line of
the Ware River Road thence Northwesterly by the
line of said said Road eight rods and fifteen rods
thence N. 63° W. twelve rods and two rods 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 Morgan's land at the end of the Morgan road, as called, and running S. 27.° W. to and by the land herein conveyed to the north line of G. M. Adams land, said right of way to be ten 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 Bryant, husband of the said Caroline P. Bryant and David O. Davenport husbands of the said Martha A. Davenport and Joseph W. Proctor, husband of the said Susan A. Proctor do hereby release unto the grantees and their successors and assigns all rights to an estate by the warranty in the granted premises.

In witness whereof, we the said Philomena Baldwin, Caroline P. Bryant, Albert Bryant, Martha A. Davenport, David O. Davenport, Susan 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

signed and sealed

in presence of
A. C. & R. O.

Attest Foster as
to Jonathan Baldwin
Commonwealth of

Philomena Baldwin	(seal)
Caroline P. Bryant	(seal)
Albert Bryant	(seal)
Susan A. Proctor	(seal)
Joseph W. Proctor	(seal)
David O. Davenport	(seal)
Martha A. Davenport	(seal)
Jonathan Baldwin	(seal)

Massachusetts Worcester ss April 28th 1883 Then personally appeared the above named Philenia Oulderson, Gustave O. Corquart, Albert Bryant and acknowledged the foregoing instrument to be their free will and deed.

Before me, Asa Holmes 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 Oulderson 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 Holmes Justice of the Peace
No. 104. 30th 1883 at 8th M. 1883 By Murray B. Miller Notary

Stearns, Maudie J.
to
J. Stearns of Walton in the County of Rulien and State of New Hampshire wife of George H. Stearns, in consideration of Two Hundred Dollars, paid by Providence Coleman on Cash, 1896.
(Page 542.)

Know all men by these presents that I, Maudie J. Stearns of Walton in the County of Rulien and State of New Hampshire, wife of George H. Stearns, in consideration of Two Hundred Dollars, paid by Providence Coleman on Cash, 1896, wife of O. G. Coleman of Simploton in the County of Franklin State 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 Simploton and bounded as follows, viz Beginning at a corner by the road called the Wardsenden Liberty road and in the line between Rulien and Simploton thence Southwesterly on said line twelve rods to a heap of stones thence to Sth E. corner rods thence N. 45th E. on road thence to 12th E. rods to said road thence Southwesterly on line of said road about said corner 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 them and their heirs and assigns forever and I hereby, for myself and my heirs, executors and administrators consent with the parties and her heirs and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all encumbrances that I have good right to sell and convey the same as afterwards and that I sell and my heirs, executors and administrators shall warrant and

Exhibit
C

of August in the year one thousand eight hundred
ninety two.
Signed, sealed and delivered Oliver Wellington
in presence of Louisa Wellington (real)
H. R. Vaille } Commonwealth of Massachusetts
Worcester 26 August 26 1892
personally appeared the above named Oliver Wellington
and acknowledged the foregoing instrument to be his free
act and deed
Before me Henry B. Vailly Justice of the Peace
Rec'd Aug 27 1892 at 2 15 PM. City of Worcester B. M. Wells Reg

Megan James
to
Templeton Inhabitants

Know all men by these presents that I, James
Megan, of Templeton, in the County of Worcester and Com-
monwealth of Massachusetts, in consideration of One hun-
dred dollar to me paid by the Town of Templeton, the re-
ceipt whereof is hereby acknowledged, do hereby give, grant,
bargain, 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° S. eight rods and five links to
a monument, thence S 31° W to four rods and nineteen 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 later 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 Southernly 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
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 well and lawfully execute 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 said \$ Julia Morgan wife of the said James Morgan hereby release unto the grantee and its successors and assigns all rights of or to both to us and homestead in the granted premises.

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

I signed sealed and delivered James Morgan (seal)
 in presence of Julia Morgan (seal)
 As Witness to of Me Mountmorris of Massachusetts
 J Morgan Worcester 28 August 5 1892 Then
 personally appeared the above named James Morgan and acknowledged the foregoing instrument to be his free act and deed before me Ad. Koenig Justice of the Peace
 Dec 29 1892 at 5 15 PM in 1892 C. J. Hillier J. P. Hillier J. P.

Dear Albert to
 to
 W. J. Walker

Know all men by these presents that we, Albert & Dean, do hereby sell our own right of Worcester in the County of Worcester and Commonwealth of Massachusetts in consideration of One dollar and other 20 centations paid by William J. Walker of West Boylston in said Commonwealth the receipt whereof is hereby acknowledged do hereby release and forever quitclaim unto the said William J. Walker 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 land state at the Southwesterly corner of Town school lot number (5) five eleven North 10° E by land of said school lot number (5) five fifteen

Exhibit
D

being unmarried
WE, FRANK J. O'NEIL and ELIZABETH M. SMITH/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

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 297, Page 62.



Worcester
COMMERCIAL TRUST COMPANY
DEEDS & EXCISE
RECORDS
155

Inland of said grantor

to wit grant all right of tenancy by the entirety and other interests therein

Witness our hands and seals this 15th day of November 1956
Frank J. O'Neil
Elizabeth M. Smith

The Commonwealth of Massachusetts

Worcester, ss. November 15 1956

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

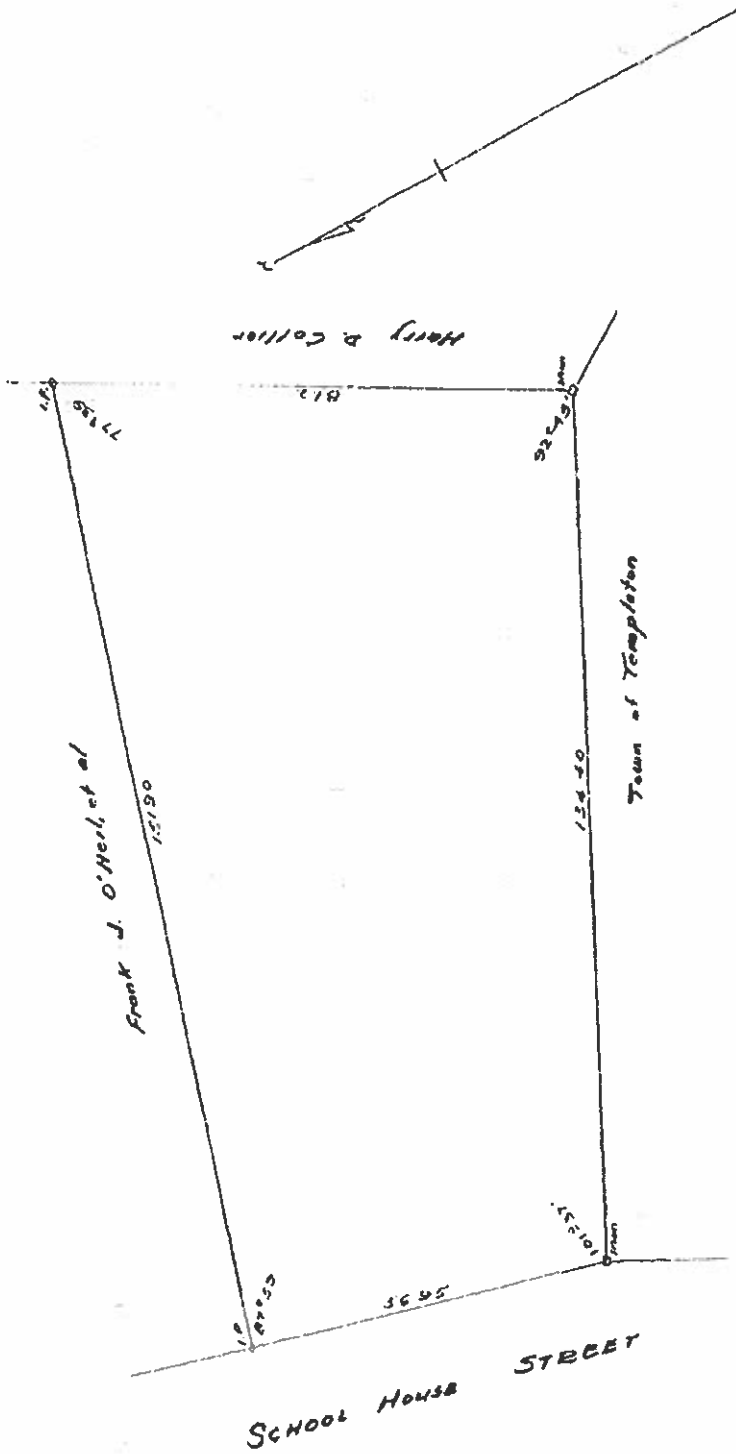
and acknowledged the foregoing instrument to be his free act and deed, before me

Philip Howard
Notary Public
Worcester, Massachusetts

My commission expires February 6, 1960

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

Exhibit
E



Approval of Plan 1922
 Approved by the Board of
 Health and Safety of the Town
 of Templeton Planning Board
 August 2, 1956

PLAN OF LAND
 OF
 FRANK J. O'NEIL, ET AL
 BACONMINNUE VALLEGE
 TEMPLETON, MASS.
 Scale: 1 inch = 20 feet Aug 2, 1956
 Stanley G. Kendall, C.E.

MONESTER DISTRICT PLAN
 OF BACONMINNUE VALLEGE
 TEMPLETON, MASS.
 1 Dec. 16, 1956
 TEST

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 place 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

COMMONWEALTH OF MASSACHUSETTS
NOTARY PUBLIC
12/30/83 3:02

By Alfred D. Houston
Treasurer

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.

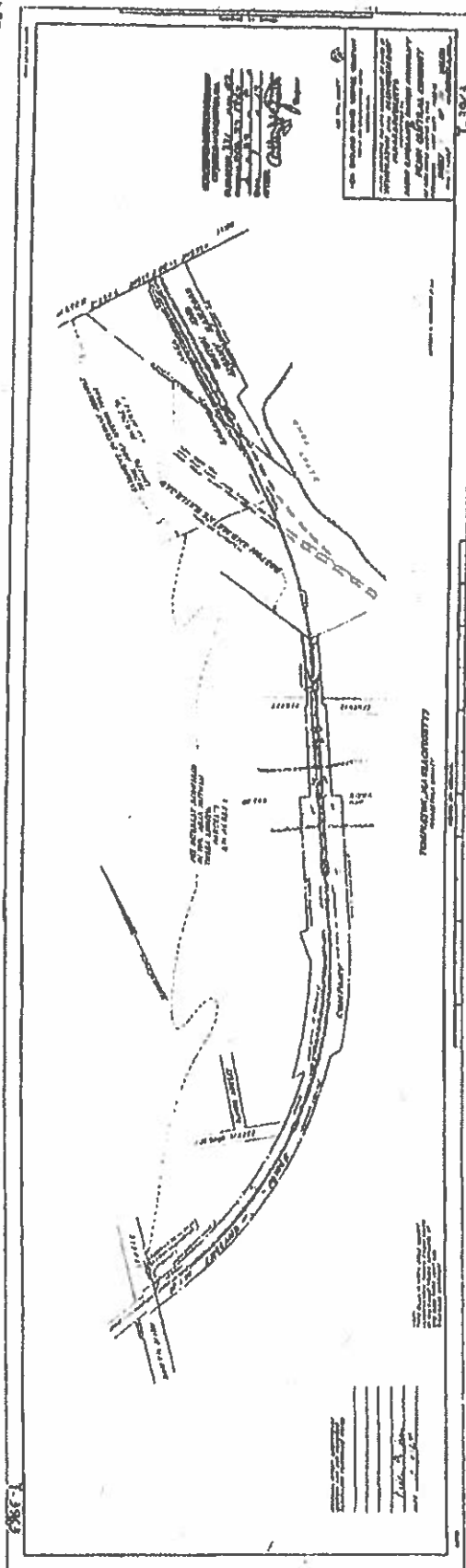
Before me,

David C. Fisher
Notary Public

My Commission Expires: April 16, 1987

Recorded DEC 30 1983 3:11 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:
