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 CHARACTERISTICS

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).

<table>
<thead>
<tr>
<th>Minimum Side Setbacks</th>
<th>Minimum Rear &amp; Front Setbacks</th>
<th>Maximum Number of Stories</th>
<th>Maximum Building Coverage (%)</th>
<th>Maximum Impervious Surface Coverage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 LF</td>
<td>30 LF</td>
<td>2.5 or 35 LF</td>
<td>60</td>
<td>75</td>
</tr>
</tbody>
</table>

**VILLAGE (V) ZONING DISTRICT: ALLOWED USES**

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

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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”;

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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,
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

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2. Impact on economic conditions in Templeton

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3. Project feasibility and financial strength of the developer

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4. Developer’s Project Plan & Schedule

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5. Compatibility with the needs and characteristics of the neighborhood

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6. Plans to address the parking needs of the property

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

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

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

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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.
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 Assessor's 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 Phelena 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.
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 1832, 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,

[Signature]

Thomas J. Harrington
of beginning, containing eighty-five acres and more.

This deed of trust, of free exercise, is for the use and benefit of James Meineke, land at the end of the

Meineke road, as called, and surrounding 8.17 acres, to be used by

the land, herein conveyed, to the north line of the Meineke

land, said right of way, to the town and one half and

and to be on the west side of said line. To have

and to hold this granted, forever, with all the appurtenances and additions, belonging, to this said property,

and the interest of said town and their successors and assign, to

these, and to their heirs and assigns, forever. And we, the party of

these, also agree, to sell and convey the same as aforesaid,

and that we will, and do hereby, agree to and administer, as

witness, the same of the foregoing, and agree, to

witness, shall execute, and defend the same, to the party

of these, and their successors, and assigns forever, against the

lawful slaves and demands of all persons. And for

the consideration aforesaid, we, Albert Bryant, husband

of the said, Caroline C. Bryant, and Daniel O. Davenport,

husband of the said, Martha L. Davenport, and Joseph

O. Davenport, husband of the said, to Albert Bryant

and Martha L. Davenport, and Daniel O. Davenport,

and Joseph O. Davenport, as aforesaid, have

herewith set our hands and seals this Twenty-fifth

day of April in the year one thousand, eight hundred

and eightieth day, of the said


[Signatures]

Chelcey Caldwell

Caroline C. Bryant

Albert Bryant

Martha L. Davenport

Daniel O. Davenport

Joseph O. Davenport

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)
[Handwritten text not legible]
successor and assigns that I am lawfully seized in the several parts 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 do hereby release, surrender and relinquish all and every right, title and interest in and to the premises aforesaid, to the grantee and his assigns, and their successors and assigns forever against the lawful claims and demands of the grantor. And for the consideration of one thousand dollars, I, James Morgan, husband of the said Julia Morgan, do hereby release unto the grantee and his assigns and successors and assigns, together with all appurtenances thereunto belonging, both to said premises and land, homestead, in the grant

In witness whereof, we the said James Morgan and Julia Morgan, have hereunto set our hands and sealed this 1st day of August in the year one thousand eight hundred and ninety.

Said deed sealed and delivered in presence of

James Morgan

Julia Morgan

Done this 1st day of August in the year one thousand eight hundred and ninety.

Received the above instrument for Julia Morgan, surety, the forgoing instrument to be kept for record and kept before the said Recorder. Signed of the Town

Albert Wood, Recorder

Albion, Me.

Know all men by these presents that we, Albert

Wood, Judge of the Peace in and for the Town of Albion, in the County of Oxford and Commonwealth of Massachusetts, do in consideration of the sum of one dollar and other good and valuable consideration paid by the said Albert Wood, do hereby acknowledge the same to be truly received, receipted and forever quantified unto the said Albert Wood, and do hereby release, surrender and relinquish, forever, to the said Albert Wood, all and every right, title and interest in and to the lot of land, before mentioned, situated in the Town of Albion, county of Oxford, State of Maine, containing the whole number of acres of land, with the buildings thereon, situated in the above described lot of land, as follows: East of the line of street, is the westerly boundary of the said school lot, number 3, from the line of street, to the southeasterly corner of said school lot, number 3, the same being described as follows: 3 ft. from street, 15 ft. by land of said school lot, number 3.
being unmarried

FRANK J. O'NEILL and ELIZABETH M. SMITH, as joint tenants, both
of Templeton, Worcestershire County, Massachusetts,

transferring, for consideration paid, grant to the INHABITANTS OF THE TOWN OF TEMPLETON,
a municipal corporation in said County and Commonwealth

with warranty covenants

the said

(Description and conditions, 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: northwesterly 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 07°-59' by land of Frank J. O'Neil, 151.90 feet to an iron pipe;

THENCE: southeasterly 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, 134.50 feet to the place of beginning.


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

FRANK J. O'NEILL
ELIZABETH M. SMITH

Worcester, Massachusetts

November 15

That person appeared to have signed FRANK J. O'NEILL.

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

My commission expires February 5, 1960

Recorded Dec. 26, 1956 at 11:22 a.m. P.M.
PLAN OF LAND

FRANK J. O'NEIL, ET AL

Baldwinville Village
TEMPLETON, MASS.
Scale: 1" = 20 ft. Aug 7, 1956
Stanley G. Kendall, C.E.

Approval of Plan 1956
Exhibit E

[Signature]

Town of Templeton

[Additional notations and symbols]
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 $1,000.00, 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 56 on said branch, in the Town of Templeton aforesaid, containing 2.36 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.


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 D. HOUSTON
Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, 88.

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 W. HOPKINSON
Notary Public

My Commission Expires: April 16, 1987

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Recorded DEC 30, 1983 [illegible] M. F. M.
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 are 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 percent 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: ___________________________