

*RFP: 61-63 Summer Street
Maynard, MA*

REQUEST FOR PROPOSALS (RFP)

for the Purchase and Development of:
the former Fowler Middle School at
61-63 Summer Street, Maynard, MA 01754
Property owned by the Town of Maynard, MA



Proposals due December 11, 2024, at 12:00 PM

I. Introduction

The Town of Maynard, Massachusetts, in accordance with Massachusetts General Laws (M.G.L.) Chapter 30B, acting through its Select Board, is requesting sealed proposals for the acquisition and development of the town's former Fowler Middle School, located at 61-63 Summer Street ("The Property") in the heart of residential Maynard on the doorstep of its vibrant downtown. Built in 1916, the 74,865 square foot brick building sits on a lot of approximately 2.1 acres (equivalent to 91,438.54 square feet).

A walkable and welcoming municipality of nearly 11,000, Maynard engages locals, attracts visitors, and is among MetroWest's most dynamic communities. The site is located just outside of Maynard's Cultural District—a thriving cultural, business, and lifestyle destination—a hub for retail, arts, cultural events, entertainment, fine and casual dining, and recreation options, including the Assabet River Rail Trail. Maynard also has easy access to Boston, being a mere two miles (less than 5 minutes' drive) from the MBTA Fitchburg Line Commuter Rail station.

This Request for Proposals (RFP) has been issued to identify and select the proposal most advantageous to the Town for the development of the Property. A selection team appointed by the Maynard Town Administrator will evaluate bids based on criteria including, but not limited to, the details articulated in the proposed Property development plan, the maintenance of beloved architectural features of the former school building, and projected financial benefits for the Town. The manner in which this Property is developed shall also be consistent with the Town's [Master Plan](#), [Community Development Principles](#), [Housing Production Plan](#), and [Zoning By-laws](#). Links to these documents are listed in **Appendix A**.

The remainder of this document contains the RFP process and schedule, detailed descriptions of the building and surrounding property, and proposal evaluation criteria; it also includes supplemental information relevant to prospective proposers.



II. Proposal Process and Schedule

RFP Schedule

RFP Public Release and Publication of Advertisement in the Central Register	November 6, 2024
Scheduled Tours of 61-63 Summer Street	November 12 - 22, 2024 Contact Steve Silverstein - ssilverstein@townofmaynard.net - to schedule a tour
Deadline for submitting written questions about the RFP	November 27, 2024, at 4:00 PM
Deadline for proposal submission	December 11, 2024, at 12:00 PM Any submissions received after 12:00 PM on December 11, 2024, will be considered <u>disqualified</u> Unsealing and preliminary review of proposals at Maynard Town Hall will occur after the deadline above
Completion of evaluation/scoring of proposals*	December 18, 2024, at 4:00 PM
Select winning proposal and public announcement of proposal selection*	December 18, 2024
Purchase and Sale Agreement completed*	January 31, 2025
Closing of sale*	March 28, 2025 Subject to change depending on selected proposal's closing deliverables

*Asterisk denotes estimated dates.

Additional Proposal Process & Schedule Information

Advertisements noting the availability of the RFP will be placed in the Commonwealth of Massachusetts [Central Register](#) and the [MetroWest Daily News](#).

Accessing the Property Development RFP Packet

There are two ways that prospective proposers can access the RFP packet: 1) downloading the digital packet online and 2) obtaining a physical (paper) copy from the Town Administrator's office at Maynard Town Hall.

Download the digital packet

- 1) Go to the [Town of Maynard municipal website](#);
- 2) Click "[Opening a Business in Maynard](#)";
- 3) Click "[Bid Opportunities](#)";
- 4) Please note that registration is required prior to viewing the documents.

Obtain a copy from the Town Administrator's Office

Prospective proposers can pick up a physical copy at Maynard Town Hall, 195 Main Street, Maynard, MA 01754. The paper RFP packet may be obtained during Town Hall business hours: between 8:00 a.m. and 4:00 p.m. on Mondays, Wednesdays, and Thursdays; between 8:00 a.m. and 7:00 p.m. on Tuesdays; and between 8:00 a.m. and 12:00 p.m. on Fridays.

Again, please note that registration is required prior to receiving the documents. The Town will collect contact information from those who obtain the RFP so that they may be contacted and provided with information regarding any questions, changes, modifications, etc. prior to the submission date.

Questions Concerning this RFP

Questions concerning this RFP must be submitted in writing to Gregory Johnson, Town Administrator, Maynard Town Hall, 195 Main Street, Maynard, MA 01754. Questions may be delivered or mailed to this address, clearly addressed to Gregory Johnson, with Steve Silverstein in copy. ***All questions must be received by November 27, 2024, at 4:00 PM.*** Written responses will then be emailed to all proposers on record as having picked up or downloaded the RFP.

Proposal Submission Deadline

Sealed proposals are due ***in writing, along with a digital/electronic copy saved on a USB (thumb) drive,*** at the Office of the Town Administrator, Maynard Town Hall, 195 Main Street, Maynard, Massachusetts 01754 ***on December 11, 2024, at 12:00 PM.*** Faxed or emailed submissions ***will not*** be accepted. Submission Requirements are set forth in Section VIII; the Selection Process is described in Section IX.

All costs and expenses of purchasing and developing the Property, including, without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

The Property will be sold in "AS IS" condition. Each proposer shall undertake their own review and analysis (due diligence) concerning the physical and environmental condition of the Property, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Property and the use of the Property.

Proposals may be corrected, modified, or withdrawn prior to the deadline for submission of proposals by submitting the required number of copies of such correction, modification, withdrawal, or a new submission, clearly marked on the outside envelope with the appropriate heading, by the submission deadline listed above.

No proposer may withdraw their proposal for a period of one hundred fifty (150) days after the due date for submission of the proposals to the Town.

The Town reserves the right to conduct a standard criminal and business background check of each proposer which may include but is not limited to: contacting contractual business associates and practices, researching employment histories, conducting background checks with former colleagues or customers, and verifying a proposer's financial wherewithal to complete the proposed project and maintain the Property over the long-term. By submitting qualifications to the Town of Maynard, the developer consents to such an inquiry and agrees to make available to the Town financial books, records, and references as the Town deems necessary to conduct said inquiry.

The Town may, at its option, interview developers as part of this selection process, however, selection may take place without such interviews. Therefore, proposals should be considered complete from the time of their initial submission.

The Town reserves the right to reject any and all proposals, to negotiate any and all non-mandatory contract terms with the successful proposer, or to cancel this procurement at any time if it is deemed in the Town's best interest to do so.

The successful proposer must enter into a Purchase and Sale Agreement, including but not limited to the terms attached and included in this RFP, within 30 days of being selected as the winning proposal. The Town reserves the right to change the dates in this schedule.

Rule For Award

The Rule for Award is that the Town will select the most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in this solicitation.



III. The Property



Property Details

General Site Description

The former Fowler Middle School is located at 61-63 Summer Street, Maynard MA 01754. The Property is an irregularly shaped parcel of land situated between Concord, Linden, and Summer Streets (Figure 1), containing roughly 2.1 acres that rise slightly from Summer to Concord Streets. There are three curb cuts to access the property: two along Summer Street, which are on either side of the improvement, and one on Concord Street. The drives lead to off street parking at the rear, which can accommodate an estimated 30-50 vehicles.



Figure 1: Parcel lines of old Fowler School (MassGIS/Town of Maynard)

The parcel, which is on the Town of Maynard's Historically Significant Properties List, is dominated by the former Guyer W. Fowler Junior High School, which occupies over 80% of the lot. The school is a rectangular two-and-one-half story 20th Century Renaissance Revival red brick building with detailing in brick and pre-cast stone. Initial construction began in 1916. The building exhibits eleven bays across the Summer Street façade and is four bays deep. The recessed central entrance is highlighted by a segmented cast stone arch with a fanlight and keystone console. The double entry doors are contemporary replacements with an original multi-light transom. The windows are replacements (either aluminum or steel)--double hung 9/9 sash--with cast keystone lintels and cast stone sills; basement windows are double hung 6/6 sash replacements. A cast stone beltcourse above the basement and top level, as well as cast stone quoins at the main entry and on the corners of the front façade, help to organize the facade components. The cornice is detailed in simple brick corbeling and a cast stone cap. A modest parapet rises slightly above the flat roof.

Please note that, due to the site's historical significance, any demolition works are subject to a mandatory one-year delay period.

Additional construction details are as follows:

Gross Building Area	74,865 +/- Square Feet
Above grade Area	61,828 square feet per plans - 69,945 +/- square feet per assessors
Interior breakdown	8,000 sf converted gymnasium; former Acme theater; classrooms
Type	School
Year Built	1916
Foundation/Substructure	Full semi-finished lower level
Structural Frame	Wood /block frame
Exterior Walls	Brick

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Windows	Mixed windows
Doors	The main entrance doors are glass/metal; all interior is wood.
Roof	Mixed/Membrane.
Ceiling Height	8 -30 +/- Feet
Interior Finish	The interior finish; classrooms; cafeteria; gymnasium; offices; and auditorium
Restrooms	Multiple
Plumbing	The piping is copper, and the waste lines are Cast iron.
HVAC	Newer FHW unit, electrical strip.
Electric	800+/- AMP 3 phase multiple subpanels, the electrical wiring and power supply is assumed not to meet state and local codes.
Elevator	Yes

A Brief History of 61-63 Summer St., prepared by Brion Humphrey Berghaus

Origins

The property was owned by a very well-to-do doctor, Dr. Frank Rich. The town purchased the 2.099 acres of farmland from his widow, Minnie, for \$5,500.00 on January 25th, 1915, to build a high school and potentially other municipal buildings on his farm. The Rich house was moved off the land to a nearby street and construction was started.

The buildings went up in phases in the growing town. The Assabet Mill was growing and the demand for workers was high. Maynard had a little growth spurt to meet the demand which required more room for educating Maynard's children.

Old Maynard High School/Old Fowler Middle School

The first phase of the complex of buildings, was the building on the right side, which was opened in 1916 as Maynard's fourth high school (the building was nameless until 1932 when it became Maynard High School). The construction cost was \$61,600. Originally this building, currently the right wing of the complex, had eight classrooms and 165 students when it opened.

This particular building was designed by the architect Charles Raggio Greco. Greco's design work can be seen in Cambridge, Massachusetts, other Massachusetts localities, and the Ohio area. Previously in Maynard, he also designed the St. Bridget's Rectory. In 1913, he was the lowest of three bidders for the new Maynard High School job, so he was awarded the contract.

Originally the town wanted him to build a building that had high school rooms, a public library, town offices, a municipal court, and a basement room for a chemical fire engine. The people running Maynard at the time thought that one imposing building was better and easier to maintain than several smaller buildings. Also, the thought was that one large building on one large lot could serve many purposes. It would also be most economical as the heating system, janitorial services, etc. could all be consolidated.

In March of 1914, the final working plans for the new school were submitted by Charles R. Greco as the more grandiose plans of the elected officials were voted down at the previous fall town meeting. In April of 1915, the contractor was chosen, Joseph Dolan of Boston. The building opened to students and faculty on October 2nd, 1916.

It is a Classical Revival architectural style. In 1955 it had an addition to the north wall to connect to the Memorial Gym. In 1978 a fire gutted three classrooms and some of the supports for the second-floor roof so repairs were made.

Charles Greco's contribution to the site was well received by his fellow architects and was featured in the trade journal *The American Architect* published January 2nd, 1918, and also *The Architectural Review* published as well in January of 1918.



Continued Use

The second construction phase of the complex was suggested by the school committee in 1924. They suggested eight more classrooms and a separate building for school assemblies and athletics. The left wing, built as Fowler Elementary School, and the center building of the complex, the George Washington Auditorium and Gymnasium were opened as more school space in 1926. The architect was Edward McGirr of Boston, and the contractor was the Thomas Hurley Company of Marlboro, Massachusetts. The Thomas Hurley Company would later build Maynard's Knights of Columbus Hall on the corner of Nason and Summer Streets.

The Fowler Elementary School was built in a 20th Century Renaissance Revival architectural style and the George Washington Auditorium was built in a Neoclassical style. Almost immediately after the George Washington Auditorium opened it was discovered that the space wasn't entirely suited as a gymnasium/auditorium (the ceiling height was too short for regular gym activities) but it was used as such until the mid-1950s when a new gymnasium was added to the complex. The Fowler Elementary School originally had eight classrooms. When it was built in 1926 the old building (1916) and the two new buildings were all connected via building corridors. During the life of the building, there was a time, another floor was added inside the George Washington Auditorium perhaps after the Maynard Memorial Gym, the third construction phase, was built on the site. When that happened the original 2 onestory corridors with a basement received a second story as well.

Maynard School Department Pulls Away

In 1956 the elementary school moved from the site to what has become the Green Meadow Elementary School located on Tiger Drive. Maynard High School was moved from the building in 1964 when a new Maynard High School was built on the now-named Tiger Drive. Through time certain areas of the complex have had names like Emerson Junior High School and Fowler Middle School. Maynard Memorial Gymnasium (the last primary construction phase on the site), but it was torn down in 2012. It is currently the area of the property known as Honeybee Meadow. The old school building complex at 61-63 Summer Street's gross building area is currently about 74,865 +/- according to recent appraisal reports.

Art Space Years

After years of planning, starting approximately in 1999, the only option at the time for the building was to lease the complex to a non-profit. ArtSpace moved into the property, in January of 2001. They had a twenty-year run and the 61-63 Summer Street Complex was the heart of the artist community. In 2016 the cupola on the old George Washington Auditorium/ Gymnasium part of the building was restored with CPC funds. In 2020 the building complex contained 50 studios housing 80 artists of varying disciplines.

The Town of Maynard's Building Commissioner, in August of 2021, restricted the use of the building due to some problems with renovations that were underway. In September of 2021, ArtSpace had a rental income of \$25,400 an amount that has dropped since due to the halt in the renovation work and other factors. Approximately in 2022, ArtSpace's Board of Directors decided that the cost of renovating the building complex was too much for them to afford and they started to re-organize and look for other properties. In 2023, the artist in the building started to find other places to have studios in Maynard and other towns. The complex was put on the Historically Significant Properties List in the Town of Maynard. There are currently 51 rooms containing administrative offices, artist spaces, and six bathrooms. In the building complex are also utility and storage rooms. Over the years, according to ArtSpace records, there have been around 212 artists that have used the buildings at 61-63 Summer St. as their artist studios.

As of January 2024, there are no longer any tenants in the former Fowler School. The building is currently vacant, awaiting changeover in ownership from the Town to private hands.

Property Card

Parcel ID	014.0-0000-0268.0
Land Area	2.09914 acres
Total Value	\$4,377,100.00
Land Value	\$309,200.00
Building Value	\$4,035,000.00
Extra Features Value	\$32,900.00
Existing Structure and Use	Property includes one brick building covering 74,865 sq. ft.
Utilities	Property has public water, public sewer, access to electricity; oil-heated
Historic Information	Built in 1920
Unique attributes	Property is unique to Maynard's cultural and educational history, with an adored exterior facade and cupola.

Building Appraisal

<https://www.townofmaynard-ma.gov/DocumentCenter/View/1389/Appraisal-61-Summer-Street-February-2022>

Floor Plans

<https://www.townofmaynard-ma.gov/DocumentCenter/View/3289/61-63-Summer-Street-Floor-Plan>

Location

Maynard is a friendly, vibrant, and affordable town that is attracting developers and new residents alike. Five key factors that are driving this strong home ownership and rental market are detailed below:

- **Walkability.** Maynard is a charming, easily walkable town. Ask families or retirees why they have moved here, and walkability invariably is one of the top answers. For more information on all Maynard has to offer consult www.discovermaynard.com.
- **Culture.** Arts and culture take the stage in Maynard. Maynard's downtown includes art galleries, performance venues, and a movie theater steps away from The Property. The Property is in Maynard's Cultural District, a state designation which indicates numerous creative outlets and cultural assets, along with a distinctive historical character. Goals for the Cultural District include strategic placemaking by strengthening existing assets, establishing new assets, and enhancing connections between key destinations that will bolster the cultural offerings of the DOD. Further information on Cultural Districts can be found at <https://massculturalcouncil.org/communities/cultural-districts/>.

- **Nature.** Approximately one-fifth of Maynard's land is part of the Assabet River National Wildlife Refuge (ARNWR). The northern section of the refuge has more than 1,700 acres and 11 miles of trails for hiking, jogging, or cross-country skiing. The Assabet River Rail Trail (ARRT) is located steps away from the ARNWR and has 8.6 connected miles of multi-use pathways (3.4 miles of which are in Maynard) for all to enjoy, including a connection to a kayak launch (pictured at right).



- **Convenient Commuting Location.** For Boston commuters the MBTA South Acton Commuter Rail Station, on the Fitchburg rail line to Boston, is only two miles north of Maynard and is accessible by bicycle via the Assabet River Rail Trail and a downtown Maynard shuttle, as well as by car. Route 2 is a ten-minute drive from Maynard, and provides access to Cambridge, as well as to the Alewife T station, for broader access to the Greater Boston metropolis. Interstates 495 and 95 are both a short 15-minute drive from Maynard, providing easy access to locations north and south of Boston, and to the MetroWest economic hubs of Worcester and Lowell.
- **Affordability.** Maynard offers an affordable lifestyle, especially when compared to surrounding towns. For that reason, many single income families or retirees who have downsized have chosen to call Maynard home. Similarly, many young career professionals, who have been priced out of the housing markets in Arlington, Cambridge, and Boston, have discovered Maynard. Despite several new residential developments in the pipeline, the amount of housing available in Maynard still cannot keep up with demand. This trend has continued to fuel a Maynard housing boom, in terms of both home ownership and rentals.

IV. Incentives for Developers

The Town of Maynard is pleased to offer the following potential financial assistance options to developers. Proposers who are interested in partnering with the Town of Maynard on one or more of the incentives listed below must indicate so in their proposal and must get in contact with Gregory Johnson, Town Administrator (gjohnson@townofmaynard.net), placing Steve Silverstein in copy (ssilverstein@townofmaynard.net). In both the proposal and the email correspondence, please be specific as to which incentives are of interest.

- A. The Maynard Affordable Housing Trust (AHT) provides support for the creation and preservation of affordable housing serving low and moderate-income households. Support from the AHT may include subsidies to for-profit and not-for-profit affordable housing developers. For Affordable Housing Trust-related questions, please email the AHT chair, Rick Lefferts (ahtchair@townofmaynard.net).
- B. The Town of Maynard Community Preservation Committee may assist with funds to assist in the reuse of the former school. For information on the Community Preservation Committee's application process for Community Preservation Act funding, including guidelines and application forms, please refer to <https://www.townofmaynard-ma.gov/DocumentCenter/View/353/Application-Process-Guidelines-and-Forms-PDF>.
- C. Under the Massachusetts Historic Rehabilitation Tax Credit program a certified rehabilitation project on an income-producing property is eligible to receive up to 20% of the cost of certified rehabilitation expenditures in state tax credits. The Massachusetts Historic Rehabilitation Tax Credit program is a pilot program with \$55 million currently available annually for certified rehabilitation projects. The program will expire on December 31, 2027. The program has been extended multiple times, most recently the Fiscal Year 2022 budget extended the program for an additional five years.
- D. Numerous state resources may be available for projects meeting specific criteria in the provision of affordable housing, as well as of market rate units; they include, among others, MassDevelopment, MassHousing, Mass Community One Stop for Growth programs, etc. While developers will be required to prepare and administer any grants, the Town is willing to cooperate where possible and provide materials required to assist in securing any resources.

V. Redevelopment Options

Redevelopment of the Existing Building

Any proposed use of the existing structure for residential purposes will require a public hearing and a finding by the Zoning Board of Appeals (ZBA) that the proposed residential use is no more detrimental to the surrounding area than the previous use (as a place of assembly). Additionally, utilizing the existing design would potentially make further ZBA approval necessary due to non-conformities or other zoning circumstances that may exist and be subject to regulatory restrictions. This applies to all potential development paths.

Zoning Information

The Property is in the “General Residence (GR) District”. GR is clustered almost exclusively around downtown, and unlike the S-1 and S-2 districts, two-family dwelling units are allowed, thereby promoting medium- and high-density residential development. Furthermore, multi-family dwellings and apartment complexes are also allowed, contingent upon Planning Board approval.

GR Dimensional Requirements		
Minimum Lot Requirements	Area (sq. ft.)	7,000
	Frontage (ft.)	75
	Width (ft.)	70
Minimum Yard Requirements	Front (ft.)	25
	Rear (ft.)	15
	Side (ft.)	15
Maximum Coverage	By Building (%)	40
	By Impervious Surface (%)	75
	Maximum Building Height (ft.)	35
Minimum % of Lot Area	Landscape Open	0
	Located in Front Yard	0

Maynard’s Protective Zoning By-Laws as amended through May 15, 2023 can be found at: [https://www.townofmaynard-](https://www.townofmaynard-ma.gov/DocumentCenter/View/224/Zoning-By-Laws-PDF?bidId=)

Table 1: Dimensional Requirements as per Maynard Zoning By-laws

[ma.gov/DocumentCenter/View/224/Zoning-By-Laws-PDF?bidId=](https://www.townofmaynard-ma.gov/DocumentCenter/View/224/Zoning-By-Laws-PDF?bidId=)

By-Right Uses

A “by-right use” is a use requiring minimal review (typically limited to Site Plan review) but otherwise requiring no additional zoning approvals. If the zoning criteria for a by-right use is met by an applicant, the Town must grant Site Plan approval.

There is no scenario where a redevelopment of the existing structure could be limited to by-right review.

Special Permit Uses

Special Permits are regulated by state statute and locally administered by the Planning Board (PB) or the ZBA. If an applicant demonstrates consistency with the Special Permit criteria and meets other zoning requirements, approval is granted, though the PB may impose conditions to mitigate specific circumstances. If approval is denied or the developer is inclined to dispute conditions required by the PB, the burden falls to the Town to prove that the project does not meet the criteria or is otherwise ineligible for the permit.

An example of the type of development that could be created under this process would be a PB Special Permit authorizing redevelopment of the existing structure, or construction of a new structure, for multifamily (3 or more) units. The GR district would allow approximately 18 units for the subject property. The Zoning By-laws also have a provision that allows for the creation of “Elderly Housing.” This would allow

approximately 45 units by Special Permit of the ZBA (either in the existing structure or in new construction).

Special Circumstances/Development Agreement

Maynard's Zoning By-laws allow for a significant level of flexibility for projects meeting specific criteria or deemed to have benefits the Town finds desirable. This path typically requires a Development Agreement between the developer and the Select Board, in addition to normal zoning permitting. Frequently, a developer will request additional or "bonus" units for their project. This approach, under the Town's Inclusionary Zoning By-law, has helped the town significantly increase its affordable housing stock. A project utilizing this approach for multifamily development could, in theory, develop up to approximately 38 units (roughly 12 of which would be "affordable"). Because neither the Zoning By-law nor the building code regulate unit size, a project developed under this strategy could allow the creation of smaller, more affordable units.

VI. Goals of the 61-63 Summer Street Sale and Development

The sale and development of the Property shall accomplish the following goals:

A) Preserve beloved architectural and landscape features of the parcel

The former Fowler Middle School was designed in the 20th Century Renaissance Revival style, with its exterior in red brick detailed in brick and pre-cast stone. The southern façade, along Summer Street, is an aesthetic treasure for the surrounding community and for the Town in general. Additionally, the George Washington Auditorium cupola was recently renovated thanks to funds from the Community Preservation Committee. Finally, the parcel contains a sizable amount of green space, including trees, along the Summer Street frontage. Conservation is a key philosophic element and goal of Maynard and its residents.

B) Provide financial benefits to the Town via a combination of sale price and annual real estate tax revenue or payments in lieu of taxes (PILOT); provide other benefits to Townspeople, i.e., amenities open to the public

As a small, dense town, Maynard recognizes that development of any of its parcels needs to be executed in such a way as to maximize tax inflows while minimizing municipal costs.

Additionally, the Town is open to creative ideas in the redevelopment of 61-63 Summer Street that are consistent with Maynard's Master Plan, Community Development Principles, and Housing Production Plan, but especially those strengthen community bonds and improve the quality of living across the greater community.

One specific, and popularly supported, idea for a public amenity is the building of a Senior Center. Equally acceptable as a variation would be a Community Center that has a section dedicated to programming for Maynard's Senior population.

C) Complete purchase and finish construction within a reasonable timeframe

Maynard assigns additional value to proposals that offer a clear vision for use, which identify key milestones along the path to redevelopment, and, most critically, demonstrate capacity to "get to the finish line" in terms of finalizing acquisition and putting shovels to ground in as circumscribed a timeline as possible.

VII. Evaluation Criteria

Minimum Evaluation Criteria: All responsive proposals must meet the following minimum threshold criteria: Complete conformance to submission requirements set forth in Section VIII, “Submission Requirements.”

Comparative Evaluation Criteria: Proposals meeting the minimum threshold criteria will also be ranked on the following four (4) comparative evaluation criteria (see **Appendix B** for the full Evaluation Criteria Rating Scale):

1. Net revenue generation for Town
2. Retention of existing architectural and landscaping characteristics
3. Community amenity
4. Track record of expedited development

VIII. Submission Requirements

Parties interested in responding to this RFP are invited to submit a proposal in accordance with the following terms and conditions. With the submission of a response to this RFP, the proposer acknowledges that they have read and understand the requirements and conditions herein.

Each proposer shall submit five (5) paper copies of the proposal (one of which shall be the original), and a digital/electronic copy saved on a USB (thumb) drive, complete with all supporting materials, to the Office of the Town Administrator, Maynard Town Hall, 195 Main Street, Maynard, MA 01754, **no later than December 11, 2024, at 12:00 PM**. The sealed proposal shall be marked "Town of Maynard Disposition of 61-63 Summer Street."

Responses to the RFP must include all required documents, completed, and signed per the instructions and attached forms included in this RFP package. Emailed and faxed proposals will **not** be accepted, will be deemed non-responsive, and will not be evaluated. No proposals submitted after the above-referenced deadline will be accepted.

All proposals **must** include the following materials:

1. **Cover Letter.** A letter signed by the proposer, or, if the proposer is an entity, a principal(s) of the proposer who is authorized to submit its RFP response, including a statement of interest, the identity of the proposer, and name of the purchaser of the Property (if other than proposer), and the name, address and contact information of all interested parties.
2. **Price Proposal.** Proposers must insert the price offered for the Property by filling in the blank spaces in the Price Proposal Form attached hereto in both words and figures (form attached in **Appendix C**).
3. **Development Plan; Closing Date.** Each proposer must submit a narrative on the proposer's proposed use of the Property in consideration of: i) Section VI, Goals of the 61-63 Summer Street Sale and Development, ii) the Town's [Master Plan](#), iii) the [Community Development Principles](#), and iv) the [Housing Production Plan](#), if applicable. If the proposal includes alterations to the existing building, or demolition and new construction on the site, both a narrative and exterior elevation drawings must be included.
 - a. Proposers must also identify a proposed closing date and reasonable timetable for the submittal of applications for all approvals, anticipated timeframe for approvals the Town may require as a condition for closing, securing financial commitment, and transfer of the deed for the site. The proposer must also identify any issues or conditions that would affect the proposer from being able to close within a timely manner.
4. **Site Plan.** Proposers must include a conceptual site plan which identifies landscaping and any material changes to the layout of the building, driveways, or other aspects of the Property.
5. **Proposal Security.** Proposal security in the form of a certified check or cashier's check payable to the "Town of Maynard" in the amount of Five Thousand Dollars (\$5,000) must accompany the proposal package. The proposal security from parties not selected as the winning proposal will be returned within a reasonable time after the date of the award. Proposal packages which fail to include security,

or those of responding parties who fail to provide the security by the submission deadline, will be rejected as non-responsive. In the event that the successful proposer and the Town fail to enter into a Purchase and Sale Agreement within thirty (30) days of the date of the award, or an alternative date if agreed to by both parties, the Town shall retain the proposal security. Otherwise, the proposal security shall be credited towards the purchase price.

6. **References and Property Photos/Addresses.** Each proposer shall include the names, telephone numbers and email addresses of three to six (3 to 6) references. Please state the relationship with each reference. These references should be a combination of current or former business partners/colleagues, a former employer, or owners of residences that their company has previously built and sold.
 - a. Photos and the address of at least one previous development constructed or renovated by the proposer is required, though more are strongly recommended.
 - b. By submitting qualifications to the Town of Maynard, the developer consents to such an inquiry and agrees to make available to the Town financial books, records, and references as the Town deems necessary to conduct the inquiry.
7. **Forms 1 through 4.** Proposers are required to fill out and sign Forms 1 through 4 attached hereto in Appendices D, E, F, and G:
 - a. Form 1, Certificate of Non-Collusion: required under M.G.L. c.30B, §10, in which the proposer states that the proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal; signed and dated by the proposer.
 - b. Form 2, Certificate of Tax Compliance: required under M.G.L. c.62C, §49A, in which the proposer certifies that he or she has complied with all laws of the Commonwealth of Massachusetts relating to taxes.
 - c. Form 3, Certificate of Authority: in which the proposer, if an entity, identifies the names and addresses of the managers, directors, officers, and/or other parties authorized to act on behalf of the entity.
 - d. Form 4, Real Property Disclosure Statement: required under M.G.L. c.7C, §38, in which the proposer identifies the parties having an interest in the Property and whether any such party is a state or local employee.
8. **Financing Information and, if applicable, Loan Commitment.** Each proposer must provide evidence of the proposer's ability to meet the financial obligations of the proposed acquisition and development of the Property, not contingent upon the sale of another property. Financial statements and background information must be attached to the proposal. If a proposer intends to purchase and renovate the Property with a purchase money mortgage, the proposer must specify how much is to be borrowed and submit, in their proposal package, a pre-approval letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions. The proposer must deliver a firm letter of commitment to the Town within thirty (30) days from the date the parties enter into a Purchase and Sale Agreement.
9. **Other.** The proposer should include in this section any additional information which they believe the Town should be made aware of to fully evaluate the proposal, including any special conditions to the proposal. If a proposal is missing any of the required materials, or the required materials are

combined, the Town reserves the right to evaluate the proposal if, in the sole discretion of the Town, the overall proposal remains responsive to the evaluation criteria and required material. For example, a proposal will not necessarily be discarded if the Site Plan and Development Plan are submitted as one document, assuming that all the other required information is still included.

Additional Instructions

If any changes are made to this RFP an addendum will be issued. Each addendum will be emailed to all persons on record as having requested the RFP. Failure of any proposer to receive such addenda or interpretation shall not relieve the proposer from the obligation to comply with the terms of such addenda. All addenda so issued shall become part of this RFP.

At the time of the opening of proposals each proposer will be presumed to have inspected the Property and to have read and become thoroughly familiar with the RFP (including all addenda). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation to comply with the RFP.

Proposers are cautioned that it is the responsibility of each individual proposer to assure that their proposal is in the possession of the responsible official or a designated alternate prior to the stated deadline. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature. Late responses will not be accepted, nor will additional time be granted to individual respondents unless the Town extends the required submittal date for all proposers.

All signatures must be handwritten and in ink by the person(s) seeking to purchase the Property. All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, contain additions not called for in the specifications, or have erasures, alterations, or irregularities may be rejected.

All proposals become the property of the Town. All proposals are deemed to be public records, excluding financial supporting documentation, within the meaning of Massachusetts General Laws Chapter 4, Section 7(26).

The Town will not be liable for any costs incurred by any respondents in the preparation and presentation of responses to this RFP, or in the participation in views, interviews, negotiations, or any other aspect of this RFP process.

Failure to meet the submittal requirements may be sufficient cause to reject a proposal. Proposers are solely responsible for reviewing all the provisions of this RFP and any attachments prior to submitting the proposal. Proposals that are incomplete, not properly endorsed, or are otherwise in conflict with the requirements of this RFP, may be rejected.

IX. Selection Process

All proposals submitted by the proposal filing deadline set forth in Section II, Proposal Process and Schedule and Section VIII, Submission Requirements will be opened in public on **December 11, 2024, at 12:30 PM** and recorded. All information contained in the proposals is public, excluding supporting financial documentation.

Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of their proposal. The Town of Maynard reserves the right to disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information. The Town may request additional information on one or more respondents relative to a proposal or qualifications.

Requests shall be in writing with the expectation of a written response within a specified time.

Following the receipt of additional information requested of the proposers by the Town, if any, proposals will be evaluated and rated by the Town according to the comparative evaluation criteria set forth in this RFP. The designated committee shall report its findings to the Select Board, which is the awarding authority. The Town, through its Select Board, will select the most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in this solicitation.

The proposer selected by the Town will be given exclusive rights to negotiate with the Town the terms of the purchase and development of the Property. If, at any time, such negotiations are not proceeding to the satisfaction of the Town, in its reasonable discretion, then the Town may choose to terminate said negotiations. The Town may select another proposer with whom to initiate negotiations.

The selected proposer and the Town shall enter into the Purchase and Sale Agreement including but not limited to the terms attached and included in this RFP within thirty (30) days of the award of this RFP, unless an alternative date has been agreed to by both parties.

X. Award, Terms and Condition of Sale

The Rule for Award is that the Town will select the most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in this solicitation.

The contract shall be awarded to the proposer selected in accordance with Section IX above. The Town of Maynard shall send a letter to the successful proposer, informing them of such award.

The Town and the selected proposer (referred to as “Buyer”) shall, within thirty (30) days of award of this RFP, or an alternative date agreed to by both parties, enter into the attached Purchase and Sale Agreement. In the event that the proposer fails to enter into the Purchase and Sale Agreement with the Town of Maynard within said thirty (30) days or a mutually agreed upon alternative date, the Town may rescind the award and retain any proposal security as liquidated damages.

The Purchase and Sale Agreement shall contain, in addition to the usual provisions, the following terms:

1. At time of execution of the Purchase and Sale Agreement, the Buyer shall pay a deposit, which, including the Five Thousand Dollar (\$5,000) proposal security paid with the submission of the proposal, will equal ten percent (10%) of the purchase price. The deposit submitted by Buyer shall be held in escrow by the Treasurer of the Town of Maynard in a non-interest-bearing account and shall be duly accounted for at the time for performance of this agreement. In the event that the Buyer fails to fulfill its obligation to purchase the Property, the Town shall retain the deposit as liquidated damages. In the event of any disagreement between the parties, the Treasurer may retain all deposits made under the Purchase and Sale Agreement pending instructions mutually given by the Town and Buyer.
2. If the acquisition of the Property is financed by a lending institution, Buyer must deliver a firm letter of commitment to the Town of Maynard within thirty (30) days from the date of execution of the Purchase and Sale Agreement, unless an alternative date has been agreed to by both parties.
3. A payment in lieu of taxes shall be paid in accordance with M.G.L. c.44, §63A as of the day of performance of the Purchase and Sale Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.
4. Buyer shall pay the monetary consideration for the Property by certified, treasurer’s, or bank check, or by wire transfer.
5. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this Purchase and Sale Agreement. Buyer represents and warrants that it will accept the Property “AS IS”, provided however Buyer shall have the right to terminate this Purchase and Sale Agreement if Buyer finds Hazardous Materials on the Property in amounts required to be reported to the Department of Environmental Protection. Buyer acknowledges that the Town has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act,

M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as “Hazardous Materials”) on, in, under or emitting from the Property or for any other condition or defect on the Property. Buyer hereby agrees to release, and hold Seller and Seller’s officers, trustees, agents, employees, assignees, and invitees harmless from any and all claims, liabilities, demands, judgments, actions, causes of action, injuries, administrative or regulatory orders, penalties, costs and expenses, including attorneys’ fees and expert fees (inclusive of those incurred in enforcing this indemnity) arising directly or indirectly out of or resulting from the presence or release of any hazardous substances or materials (as the same are or may hereafter be defined by federal and state statutes and regulations), or other environmental conditions, on, in or under the Real Estate (or migrating from the Real Estate), whether existing or occurring prior to or after the date hereof. The provisions of this Section shall survive delivery of the deed.

6. In the event that the Town defaults under the Purchase and Sale Agreement, Buyer shall be entitled to terminate the Purchase and Sale Agreement and receive a refund of the deposit. The foregoing shall be Buyer’s sole and exclusive remedy at law and equity for any breach of the Purchase and Sale Agreement by the Town.
7. The purchase of the Property shall not be contingent on the sale of any other property.
8. The closing shall occur within sixty (60) days from the date on which the Purchase and Sale Agreement is signed by the Town and Buyer, or within such further time as the Town and Buyer shall agree.
9. The Town reserves the right, in its sole discretion, to require a performance bond, land development agreement, or similar means of ensuring that the renovations or construction described in a Proposer’s RFP is completed within a reasonable time period.
10. The Purchase and Sale Agreement shall include any restrictions or agreements relative to the proposed development of the Property which shall later survive the delivery of the deed and/or be memorialized in a development agreement notice of which shall be recorded at the time for performance.

XI. Reservations and Disclaimers by the Town

This RFP does not represent any obligation or agreement whatsoever on the part of the Town to sell the Property described in this RFP.

The Town reserves the right, in its sole discretion, to reject at any time any or all proposals, to withdraw the RFP, to select finalists to submit and negotiate a more fully developed response, to negotiate with one or more applicants, and/or negotiate and dispose of the Property on terms that are not materially different from those set forth herein.

The Town also reserves the right, at any time, to waive strict compliance with the terms and conditions of this RFP or to entertain reasonable modifications or additions to selected proposals provided the same are not materially different from the terms set forth herein.

While the Town of Maynard believes that the information provided in this RFP, including all information and addenda, are accurate, the Town makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments, supplements, and website links) is made subject to errors, omissions, prior sale, or financing, withdrawal without prior notice, and changes to, additions to, and different interpretations of laws and regulations. Neither the Town nor any of its agents or representatives is responsible for representations made regarding the Property during the site visit or when answering questions.

The proposer assumes all risk in connection with the use of the information, and releases the Town, the Select Board, their representatives, agents, boards and commissions from any liability in connection with the use of the information provided by the Town. Further, the Town and Select Board make no representation or warrant with respect to the Property, including without limitation, the value, quality or character of the Property or its fitness or suitability for any particular use and/or the physical and environmental condition of the Property. As stated earlier, the Property will be sold in "AS IS" condition.

Selection of a proposer's proposal will not create any rights on the proposer's part, including, without limitation, rights of enforcement, equity, or reimbursement, until the Purchase and Sale Agreement and all related documents are approved by the Town and fully executed.

All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any proposer, will be within the sole discretion of the Town.

Notice by the Seller of acceptance or rejection of a proposal shall be deemed to have been sufficiently given when mailed to the proposer or his duly authorized representative at the address indicated in the proposal. All proposals will be valid for a six (6) month period (**June 11, 2025**), however proposers are able to withdraw their proposal by contacting Town Administrator Gregory Johnson at gjohnson@townofmaynard.net and including Steve Silverstein (ssilverstein@townofmaynard.net) in copy.

APPENDIX A: Information and Resource Links

Note: This appendix contains a comprehensive list of all website links noted throughout the RFP. If links do not open, please copy and paste, or type, them into your browser.

Town of Maynard Master Plan – Vision and Goal

<https://www.townofmaynard-ma.gov/DocumentCenter/View/602/Maynard-Master-Plan-PDF?bidId=>

Community Development Principles for Town of Maynard

<https://www.townofmaynard-ma.gov/312/Community-Development-Principles>

Town of Maynard Protective Zoning By-laws

<https://www.townofmaynard-ma.gov/DocumentCenter/View/2130/Bylaws-20230515?bidId=>

Town of Maynard Housing Production Plan

<https://www.townofmaynard-ma.gov/DocumentCenter/View/742/Maynard-Housing-Production-Plan-PDF?bidId=>

APPENDIX B: Evaluation Criteria Scoring Sheet and Rating Scale

Scoring Sheet

Evaluation Criteria	Rating	Name of Proposer
Minimum Evaluation Criteria	Yes/No	
Net revenue generation for Town	Highly Advantageous	
	Advantageous	
	Not Advantageous	
	Unacceptable	
Retention of existing architectural and landscaping characteristics	Highly Advantageous	
	Advantageous	
	Not Advantageous	
	Unacceptable	
Community amenity	Highly Advantageous	
	Advantageous	
	Not Advantageous	
	Unacceptable	
Track record of expedited development	Highly Advantageous	
	Advantageous	
	Not Advantageous	
	Unacceptable	

Rating Scale

	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
Net revenue generation for Town	<p>Bid proposes and justifies a realistic forecast of annual tax revenue based on the proposed redevelopment, net of anticipated municipal expenditures (e.g. snow removal, public safety, public services, increase in school age children, water/sewer capacity, etc.) to service the site</p> <p>AND</p> <p>Has the highest annual tax revenue forecast</p>	<p>Bid proposes and justifies a realistic forecast of annual tax revenue based on the proposed redevelopment, net of anticipated municipal expenditures (e.g. snow removal, public safety, public services, increase in school age children, water/sewer capacity, etc.) to service the site</p> <p>AND</p> <p>Has neither the highest nor the lowest annual tax revenue forecast</p>	<p>Bid proposes and justifies a realistic forecast of annual tax revenue based on the proposed redevelopment, net of anticipated municipal expenditures (e.g. snow removal, public safety, public services, increase in school age children, water/sewer capacity, etc.) to service the site</p> <p>AND</p> <p>Has the lowest annual tax revenue forecast</p>	<p>Bid either does not propose or does not sufficiently justify a realistic forecast of future tax revenues based on the proposed redevelopment, net of anticipated municipal expenditures required to service the site</p>
Retention of existing architectural and landscaping characteristics	<p>Project design retains (and/or enhances) the following:</p> <ul style="list-style-type: none"> Southern portion of the building envelope (i.e. the façade/front of the building facing Summer Street) Cupola Entirety of the green space in front of the building (along Summer Street) and leaves standing all trees 	<p>Project design retains (and/or enhances) the following:</p> <ul style="list-style-type: none"> Southern portion of the building envelope (i.e. the façade/front of the building facing Summer Street) Cupola 	<p>Project design retains (and/or enhances) the following:</p> <ul style="list-style-type: none"> Southern portion of the building envelope (i.e. the façade/front of the building facing Summer Street) 	<p>Project design retains none of the following:</p> <ul style="list-style-type: none"> Southern portion of the building envelope (i.e. the façade/front of the building facing Summer Street) Cupola Entirety of the green space in front of the building (along Summer Street) and leaves standing all trees

Community amenity	Project design incorporates possibility for an amenity open to the greater Maynard community covering an area of more than 10,000 sq. ft. the final form of which is to be negotiated	Project design incorporates possibility for an amenity open to the greater Maynard community covering an area of greater than 5,000, but less than 10,000 sq. ft.	Project design incorporates possibility for an amenity open to the greater Maynard community covering an area less than 5,000 sq. ft.	Project design incorporates no possibility for amenity open to the greater Maynard community
Track record of expedited development	Supported by third-party references, developer cites the highest number of projects of a nature similar in size and complexity to the old Fowler School where it has delivered acquisition in less than 12 months and groundbreaking in less than 24 months from award	Supported by third-party references, developer cites at least one project of a nature similar in size and complexity to the old Fowler School where it has delivered acquisition in less than 12 months and groundbreaking in less than 36 months from award	Supported by third-party references, developer cites at least one project of a nature similar in size and complexity to the old Fowler School where it has delivered acquisition in less than 18 months and groundbreaking in less than 36 months from award	Developer is unable to cite any project of a nature similar in size and complexity to the old Fowler School that it has executed within any timeframe
*The Town reserves the right to disqualify any application scoring Unacceptable in any of the comparative criteria categories				

APPENDIX C: Price Proposal Form

TOWN OF MAYNARD REQUEST FOR PROPOSALS (RFP)

Disposition of 61-63 Summer Street

Maynard, MA 01754

PRICE PROPOSAL FORM

PRICE

Please write your proposal offer:

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in numerical form

Note: Both the written form and the numerical form should indicate the same total amount. If there is a conflict between the written form and the numerical form amounts, the written form will control.

Name of proposer

Name of person signing proposal

Signature of person signing proposal

Date

Title

Address

(Note: This form must be included in the proposal submission.)

APPENDIX D: FORM 1 – Certificate of Tax Compliance

TOWN OF MAYNARD REQUEST FOR PROPOSALS (RFP)

Disposition of 61-63 Summer St.

Maynard, MA 01754

FORM 1

Certificate of Tax Compliance

Pursuant to Chapter 62C, §49A(b) of the Massachusetts General Laws, I,

authorized signatory for (Name)

do hereby certify under (Name of Proposer)

the pains and penalties of perjury that said proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Signature: _____

Printed name: _____

Title: _____

Name of Business: _____

Date: _____

(Note: This form must be included in the proposal submission.)

APPENDIX E: FORM 2 – Certificate of Non-Collusion

TOWN OF MAYNARD REQUEST FOR PROPOSALS (RFP)

Disposition of 61-63 Summer St.

Maynard, MA 01754

FORM 2

Certificate of Non-Collusion

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

Signature: _____

Printed name: _____

Title: _____

Name of Business: _____

Date: _____

(Note: This form must be included in the proposal submission.)

APPENDIX F: FORM 3 – Certificate of Authority

TOWN OF MAYNARD REQUEST FOR PROPOSALS (RFP)

Disposition of 61-63 Summer St.

Maynard, MA 01754

FORM 3

CERTIFICATE OF AUTHORITY

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of a corporation, give names of President and Treasurer; in case of a limited liability company, give names of the individual members, and, if applicable, the names of all managers; in case of a partnership or a limited partnership, all partners, general and limited and; in case of a trust, all the trustees)

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

IF A SOLE PROPRIETORSHIP

Name of Owner: _____

Address: _____

Name of Business: _____

Home Address: _____

IF A PARTNERSHIP

Business Name: _____

Business Address: _____

Names and Addresses of Partners:

PARTNER NAME	ADDRESS	ZIP CODE
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_____	_____	_____
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_____	_____	_____
-------	-------	-------

_____	_____	_____
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IF A CORPORATION OR A LIMITED LIABILITY COMPANY

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business: _____

Registered in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____

IF A TRUST

Full Legal Name: _____

Recording Information: _____

State of Formation: _____

Full names and address of all trustees:

NAME	ADDRESS	ZIP CODE
------	---------	----------

_____	_____	_____
-------	-------	-------

Signature: _____

Printed name: _____

Title: _____

Name of Business: _____

Date: _____

(Note: This form must be included in the proposal submission.)

APPENDIX G: FORM 4 – Disclosure Statement

TOWN OF MAYNARD REQUEST FOR PROPOSALS (RFP)

Disposition of 61-63 Summer St.

Maynard, MA 01754

FORM 4

DISCLOSURE STATEMENT FOR

TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY

M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

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

1. Real Property:
2. Type of Transaction, Agreement, or Document:
3. Conveyance by Town of Maynard (Deed)
4. Public Agency Participating in Transaction:
5. Town of Maynard, acting by and through its Select Board
6. Disclosing Party's Name and Type of Entity (if not an individual):

7. Role of Disclosing Party (Check appropriate role):

_____ Lessor/Landlord _____ Lessee/Tenant

_____ Seller/Grantor X Buyer/Grantee

_____ Other (Please describe): _____

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

NAME

RESIDENCE

None of the above- named persons is an employee of the Town of Maynard or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

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

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

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

1. This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date (mm /dd/yyyy)

Print Name & Title of Authorized Signer

(Note: This form must be included in the proposal submission and the original sent to DCAMM upon closing.) upon request

APPENDIX H: Checklist for Proposers

TOWN OF MAYNARD REQUEST FOR PROPOSALS (RFP)

Disposition of 61-63 Summer St.

Maynard, MA 01754

The following checklist is for reference purposes only; it does not need to be included with proposal documents. However, please ensure that you have provided **ALL** the materials listed below. Failure to provide any of the 11 items below may lead to statutory disqualification from consideration of the bid.

1. Cover Letter
2. Price Proposal Form
3. Development Plan/Closing Date
 - a. Narrative of proposed use of Property and how the plan meets the goals of the Master Plan, Community Development Principles, and Housing Production Plan if applicable
 - b. Exterior elevation drawings (if alterations or new construction will occur)
 - c. Proposed closing date
4. Site Plan
5. Proposal Security Deposit in the amount of \$5,000.00. Deposits will be returned to proposals that are not selected
6. References
7. Form 1: Certificate of Non-Collusion
8. Form 2: Certificate of Tax Compliance
9. Form 3: Certificate of Authority
10. Form 4: Real Property Disclosure
11. Financing Information, and if applicable, Loan Commitment