Walter Eriksen

92 Middlesex Road

Tyngsborough MA 01879

September 30, 2019

Mr. Greg Johnson, Town Administrator

Maynard Town Offices

195 Main Street

Maynard, MA 01754

RE: Coolidge School RFP

Dear Mr. Johnson:

Attached please find a completed RFP package in accordance with the Town of Maynard's Request for Proposal, Disposition of Coolidge Building, 12 Bancroft Street.

We are pleased to be able to submit this proposal to you for your consideration. We have constructed two other developments in Maynard, and have enjoyed working with the Town and its representatives. We look forward to working with you and various town boards to make this project a successful one for ourselves and the Town.

Please do not hesitate to call me if you have any questions.

Respectfully,

Walter Eriksen

Coolidge School Redevelopment Proposal

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Redevelopment Plan

COOLIDGE SCHOOL REDEVELOPMENT PLAN

Introduction

We have reviewed the Town of Maynard's RFP for the Disposition of Coolidge Building at 12 Bancroft Street, and have met with various town representatives to determine what we believe is a viable and attractive use for the existing historically significant school.

In order to properly evaluate the school and its potential uses, we have assembled a "team" of professionals. The head of the team is Walter Eriksen, a developer with over 30 years of construction and development experience. The attorney will be Scott Eriksen, of Perkins and Anctil P.C. a law firm in Westford, MA specializing in real estate and condominium law. The architect is Gary Goudreau, of Cowan Goudreau and Associates of Concord, NH with extensive experience in residential and municipal building construction. The historian will be Brian Lever, with Epsilon Associates Inc, with over 20 years of experience in historic redevelopment and extensive National Register experience.

In the course of our investigation, we have met with various town officials and board members; researched archives and the Historic Society of Massachusetts registry; examined and evaluated the building on four occasions; and have had a variety of team meetings and exchanges of ideas to arrive at what we believe will be the best development of the site in order to achieve the majority of the Town's goals in the RFP.

Proposed Development

Interior

We are proposing to nominate the building to the National Register of Historic Places, and develop the building in compliance with these guidelines in order to obtain the tax credit. It is our idea that we develop the existing building into 10 two-bedroom apartment units. Each unit will have an open space plan to utilize the high ceilings and tall windows. Existing period doors will be used where possible, and baseboard, door and window trim will be replaced to match the period trim where possible and in accordance with the historic preservation guidelines. Separate heat and air conditioning will be provided by high efficiency electric heat pumps to minimize penetrations through the roof and side of the building and obtain energy efficiency ratings. On-demand gas hot water heaters will be provided in each unit, with water conservation fixtures used throughout. Wood floors will be saved where possible and utilized strategically within the units.

The existing double stairway and hallway features will be preserved, in accordance with many other interior features that will be required by our National Register application. The glass foyer doors, columns and arches in the interior hallway, some window and door trim and even some of the old coat hooks will all be part of our interior preservation plan.

Exterior

Since we expect to nominate the structure to the National Register, we will be restoring the exterior of the building appropriately.

We will be removing the existing wrought iron fire escapes to make the building more attractive. The front stairway will be restored, removing the existing ramp. The brickwork will be repointed where needed, and the exterior painted and restored. Windows will be replaced in accordance with the Historic guidelines.

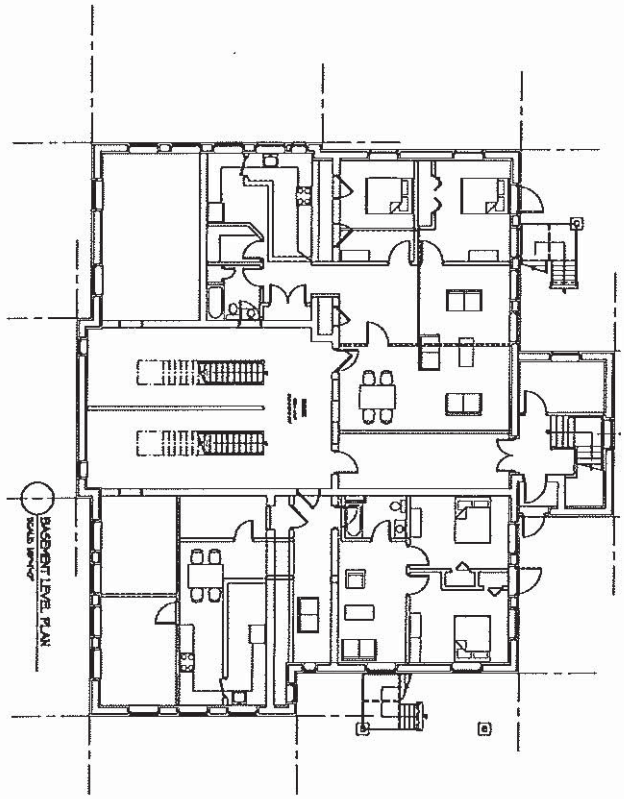
Site Work

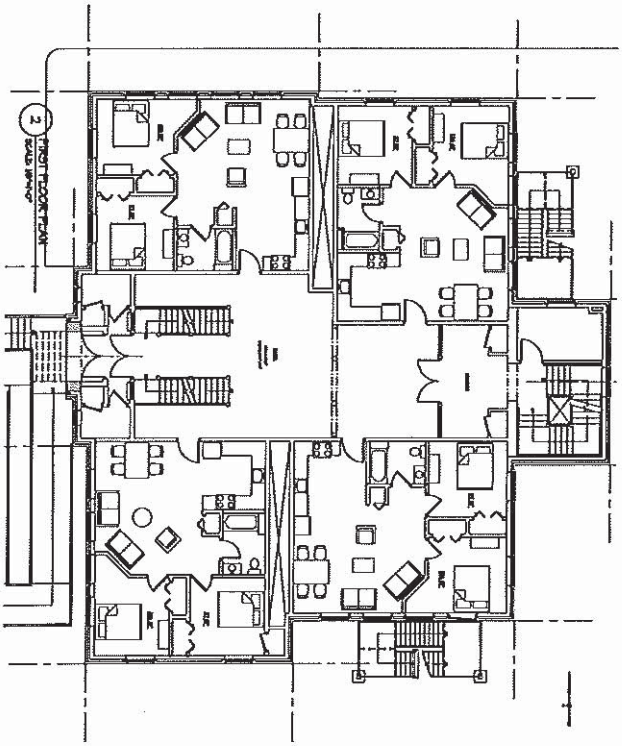
We believe that we can develop the site in general accordance with the proposed Conceptual Layout Plan provided by the town. We are proposing some additional parking spaces that will be necessary for the ten unit building and to accommodate the need for town parking. This will provide additional parking area for town residents who wish to use the park and sledding hill. The front shade trees will be preserved, although trimmed, to allow a better and safer appreciation of the front of the building. We will have our engineers work closely with the Town throughout the approval process so that we can provide parking for the Town as well as for the units to be developed. Our engineers will be providing the site plan, drainage plan, landscape plan and grading plan if we are chosen by the Town to redevelop this site.

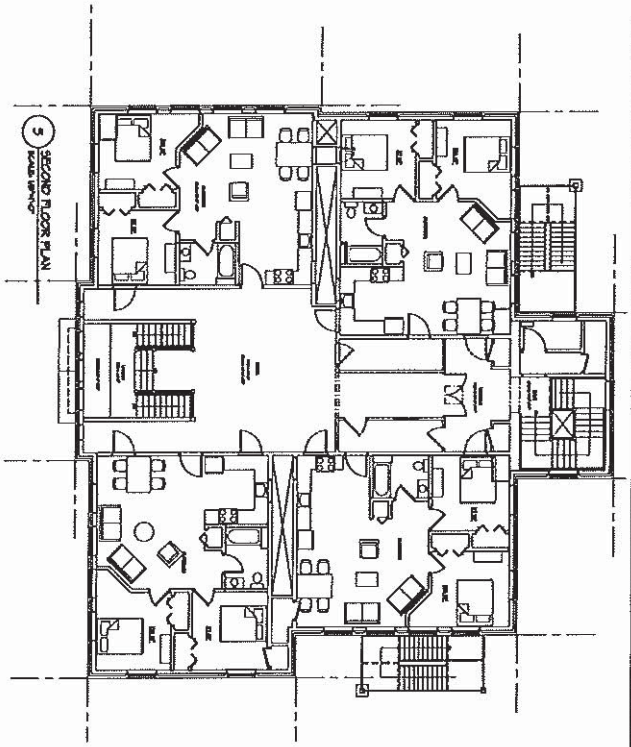
Approvals

We will work closely with the Town Boards to obtain all the approvals necessary for the renovation of the building. The approvals may require, at a minimum, numerous variances, rezoning, or waivers from the Town's regulations. We estimate that it will take between 6 and 12 months to obtain the approvals required for this development. Once we obtain all the necessary Town approvals and the appeal periods has expired, we will close on the property.

Proposed Floor Plans



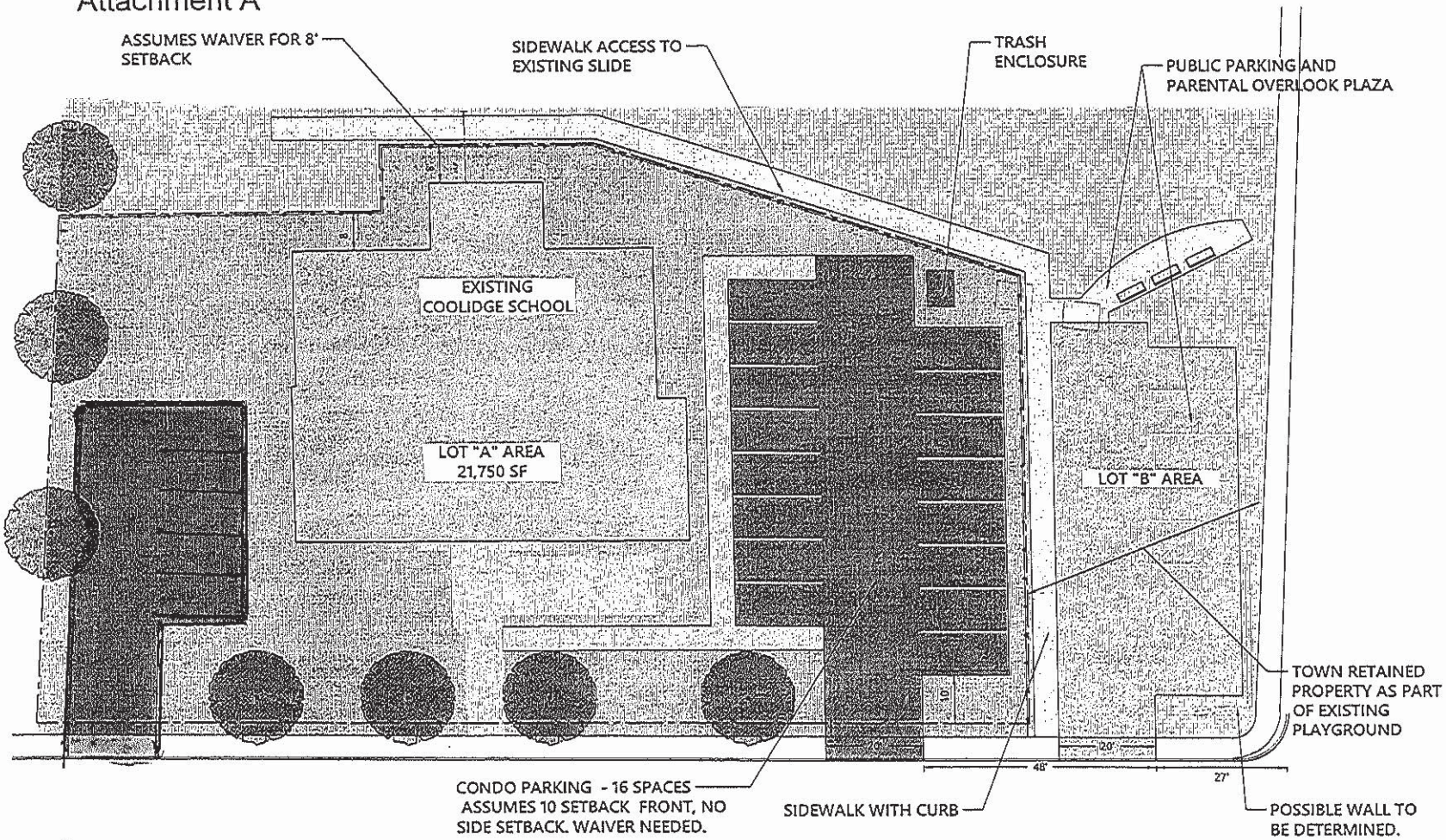




SHEET NO. A1.01	TITLE PROPOSED PLANS	DRAWN BY: VAD	NOTES/DATE	TITLE	CALVIN COOLIDGE APARTMENTS PROPOSED PLANS MAYNARD, MA	Architects
	.	REVIEWED BY: GG				
	.	DATE: 9/29/10				
	PHASE: DESIGN DEVELOPMENT	SCALE:				
		PROJECT: 1/4" = 1'-0"				

Proposed Site Plan

Attachment A



PUBLIC PARKING PARALLEL TO ELMWOOD; WAIVERS NEEDED

Coolidge School

Conceptual Lot Layout

Bancroft Street, Maynard, MA

Date: August 20, 2019

Evaluation Criteria

COOLIDGE SCHOOL PROPOSAL – MAYNARD, MASSACHUSETTS

Evaluation Criteria

1. ***Degree to which the proposal converts the Coolidge School to new uses within the current footprint of the existing building.***

As set forth in our proposal, we are planning to develop the existing building into ten (10) two-bedroom residential apartment units. Our plan is to develop the project within the existing footprint of the building; however, we plan to make some exterior changes as follows:

- We propose to remove the wrought iron exterior fire escapes. We believe that with a newly sprinklered building and proper architectural design we will be able to meet the two egresses as required, and thus remove the unsightly iron fire escapes. This will serve to improve the view of the building from the side and rear vantage points.

- We propose to remove the existing handicap ramp at the front of the building and restore the underlying granite and masonry staircase. This will greatly improve the front façade. Handicap access will be provided to one of the ground floor units at the rear of the building.

- We will not be proposing any other additions to the existing structure. In fact, we will be removing and restoring the front access ramp, and removing the repointing the masonry on the rear of the building where a prior addition was placed.

2. ***Degree to which playground and sledding hill access is preserved.***

We believe our proposal is consistent with the Town's objective of maintaining and encouraging the continued use of the current playground and sledding hill. We believe that the existing park and playground area will compliment the proposed residential use of the building. We also plan to provide, as part of our proposal:

- Up to eight (8) dedicated public access parking spaces;
- A public access pathway to the playground and sledding hill;
- Three metal benches on the overlook area at the top of the hill; and,
- Other amenities and landscaping appropriate for the site.
- We will work closely with the Town on the materials and construction specifications for these amenities.

3. ***Inclusion of high-quality affordable housing units.***

We understand the Town's desire to incorporate as many affordable units as possible into any residential development in order to help provide affordable living areas for their residents. We will be providing one affordable rental unit, built to the same high-quality finishes as the remaining nine, market-rate units. We believe that, due to the high costs of renovation and restoration, the inclusion of more than one affordable restricted unit is not economically feasible. We will provide a deed restriction assuring the unit will remain affordable for ten years.

4. Preservation of historic features.

The Coolidge School is an architectural and historic structure, and it is our opinion that it should be developed as such. Our team of architects and historians will work to submit the structure and our proposed renovation to the National Register of Historic Places. Our development plan will reflect the requirements necessary to obtain the Federal Historic Tax Credit. During our review of the information available for the Coolidge School, we reviewed the "Epsilon Associates Coolidge School Assessment Letter, 2015". This letter inventoried some of the historically significant features of the Coolidge School. To be sure that we developed the site in the proper manner, we have retained Epsilon Associates Inc to work with us on this project.

As you may be aware, the process of nominating and developing a property in compliance with the stringent regulations associated with the Historic Tax Credit are arduous. Not only does the exterior of the building have to be meticuously restored, but a significant amount of the historically important interior features have to be restored or reconstructed to mimic the original as well.

We propose to restore the exterior of the building without any additions. As noted above, we will remove the unsightly wrought iron fire escapes and handicap ramp covering the front entry way. We expect only minor penetrations to the roof area for adequate ventilation, and expect to save many architecturally significant features on the interior of the units and incorporate them in our design.

5. Experience with similar projects, evaluation of references and ability to proceed.

We have assembled a team of professionals to provide a first-class job of all the tasks necessary to complete this project, from concept to rental management.

The principal and developer, Walter K. Eriksen Jr., (curriculum vitae attached) has extensive construction and development experience. His primary development company, Applewood Construction Corp, has been in business since 1992 and has built almost 1,000 residential units and hundreds of thousands of square feet of commercial and industrial space. As the principal in two other special purpose entities, Mr. Eriksen has developed two projects that were nominated and accepted to the National Register and redeveloped under the Federal Tax Credit for Historic Properties program. One was a series of mill buildings in Manchester, New Hampshire, that was converted to 132 residential units, and the other was a hospital in Lowell that was converted to 5 residential units.

The project architect, Gary Goudreau, of Cowan Goudreau Architects of Concord, New Hampshire, has over 30 years of experience in municipal, residential, and commercial architecture. Mr. Goudreau's clients include various cities and towns, as well as colleges, such as the University of New Hampshire, Franklin Pierce College, and others. Mr. Goudreau is also the architect for the new structure built at 173 Main Street in Maynard. A copy of Mr. Goudreau's curriculum vitae and a list of his projects of note is attached.

Brian Lever, Preservation Planner of Epsilon Associates Inc of Maynard, MA will be providing the Historic Preservation Consulting Services. Mr. Lever has over nineteen years of professional experience in cultural resource management, historic preservation planning and architectural

design review. He and the firm have extensive experience in Federal Rehabilitation Investment Tax Credits and the preparation of documents required for acceptance to the National Register of Historic Places.

Legal counsel for the project is Scott Eriksen, a principal shareholder of Perkins and Anctil, P.C., a seven-attorney law firm in Westford, specializing in real estate and condominium law. Since graduating from the University of Pennsylvania Law School in 2005, Scott has counseled clients in a diverse arena of practice areas including tax and estate planning, business establishment and succession strategies, land use and permitting efforts, commercial and residential real estate transactions and general corporate matters.

6. The extent to which the proposal will provide financial benefits to the Town.

We believe that the preservation of the historic Coolidge School and a friendly, complementary use with the Town playground and sledding hill outweighs the potential financial benefits to the Town of a development such as this. Nevertheless, we believe the tax revenue of our proposal will generate $20,000 per year minimum. In addition, the Town will no longer have the expense of the upkeep and maintenance of this unique building. We also estimate that the construction of the dedicated parking areas, walkways, and the enhancements to playground and other amenities that we are agreeing to will be in excess of one hundred thousand dollars.

7. Degree to which the project design enhances the eastern (rear) and southern views of the school and bother fire escapes, while also creating an inviting co-existence and borderline with the Town parcel of land behind and to the side of the school.

Our proposed re-use of the building will involve removing the existing unsightly fire escapes, repointing brickwork, and replacing some boarded-up window openings. These improvements will make a dramatic effect on the eastern and southern views, exactly what the RFP seeks to accomplish. We will work with the Town during the approval process to provide parking for the resident's to use while in the park.

8. Enhancement of the park and neighborhood.

We believe that the redevelopment of this building will indeed enhance the quality of life in the neighborhood and of the future occupants of the Coolidge building. We will work closely with the Town, and although we will not maintain the park or parking lot for liability reasons, we agree to incorporate all of following suggested improvements:

- A new water fountain for the park;
- Four sets of trash bins;
- Two bike racks;
- An ADA-accessible picnic table;
- A swing set; and,
- A storage shed.

9. Incorporating energy efficiencies into the building renovations.

Our proposal for the redevelopment of the Coolidge School will incorporate many energy efficient features, and we hope to be able to comply fully with the 2015 IECC Energy Code (barring alterations to the historic structure). The exact extent of the energy improvements can not be fully determined until more detailed architectural and historic preservation requirements are determined. For instance, we may be limited on the thickness of the interior walls or the construction and replacement of the windows by federal preservation requirements. We propose to use highly energy efficient heat pump mini-splits for heating and cooling, eliminating numerous penetrations through the roof and side of the building. We will also plan to use water saving plumbing fixtures, and on demand hot water heaters, one for each unit. Extra insulation shall be utilized in the attic area and sidewalls where feasible.

****

References

References

Maureen Hanley –

Ms. Hanley is a principal of Norse Environmental Services, an environmental consulting firm, who leases space in a building constructed and owned by SE Properties LLC, a firm of which Walter Eriksen is a principal and manager.

Norse Environmental Services
92 Middlesex Road
Tyngsboro,MA 01879
978-649-9932

Attorney Melissa Robbins -

Attorney Robbins is an attorney at Deschenes and Farrell and Associates, and has had extensive experience in numerous developments that Walter Eriksen has been associated with over the past 10 years.

Deschenes and Farrell
515 Groton Road
Westford, MA 01886
978-496-1177

Attorney Robert Anctil-

Attorney Robert Anctil is a managing partner of Perkins and Anctil, with an office in Westford MA.
Attorney Anctil has known Walter Eriksen personally and professionally for over 10 years.

Perkins and Anctil, PC
515 Lyberty Way
Westford, MA 01886
978-496-2090

Ron Christian-

Mr. Christian has purchased two new homes from Walter Eriksen, one just recently, and has attached a letter of recommendation.

Ron Christian
26 Davis Road
Tyngsborough MA 01879
978-888-4646

NORSE ENVIRONMENTAL SERVICES, INC.
92 Middlesex Road, Unit 4
Tyngsboro, MA 01879
TEL. (978) 649-9932 • FAX (978) 649-7582
Website: www.norseenvironmental.com

September 19, 2019

To Whom It May Concern:

I am a principal of Norse Environmental Services, and our office is located at 92 Middlesex Road in Tyngsboro, MA. We moved our office to 92 Middlesex Road approximately 8 years ago because it was a new attractive brick building and we could design the interior layout to suit our needs.

Walter Eriksen is one of the Managing Owners of the building at 92 Middlesex Road, and was the developer and builder of the lot as well. He supervised the construction and offered guidance through the project, from start to finish, and is currently the Owner/Manager of the property.

The project was completed in a timely manner, and on budget. We would not hesitate to recommend Mr. Eriksen for any construction project, and are happy with our office!

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Maureen Herald

Maureen Herald,

Norse Environmental Services

9/22/19

TO WHOM THIS MAY CONCERN

MY WIFE PAULA AND I HAD AN ENERGY EFFICIENT HOME BUILT IN THE VILLAGES OF MAPLE RIDGE DEVELOPMENT OF TYNGSBORO BY WALTER ERICKSON IN 2006. DURING THE BUILDING OF OUR HOME WE WERE GIVEN A LIST OF VENDORS TO CHOOSE VARIOUS FINISHES. WALTER, RENEE ALONG WITH THE VENDOS AND CONTRACTORS WERE INSTRUMENTAL IN HELPING US COMPLETE THE BEAUTIFUL HOME WALTER BUILT FOR US. WE SOLD OUR HOME HERE IN TYNGSBORO AND MOVED TO MAINE IN 2013. WITHIN THE NEXT 6 YRS. PAULA AND I WERE BLESSED WITH 2 BEAUTIFUL GRANDCHILDREN BACK IN MA. WANTING TO SEE THEM MORE OFTEN, PAULA AND I DECIDED TO SELL OUR HOME IN MAINE AND MOVE BACK TO MA. WE WANTED TO RETURN TO THE TYNGSBORO AREA SO WE DECIDED TO CALL WALTER AS WE LOVED THE HOME HE BUILT US IN 2006. HE DID NOT DISAPPOINT. WE NOW HAVE ANOTHER BEAUTIFUL ENERGY EFFICIENT HOME ON A 2 ACRE LOT IN TYNGSBORO. ONCE AGAIN PAULA AND I WERE HELPED TREMENDOUSLY WITH OUR FINISHES BY WALTER, RENEE THE VENDORS AND THE CONTRACTORS WHO HELPED US AND BUILT US ANOTHER BEAUTIFUL HOME. OUR THANKS AND APPRECIATION TO ALL.

Ron Chisholm

Pictures of Other Developments

Pictures of Completed Projects

The following pages show a variety of developments that are representative of the work completed by Walter Eriksen as a member of various development entities over the past three decades.

Hoyt Shoe Factory Manchester

An old shoe factory that was nominated to the National Register, accepted, and converted to 132 residential condominiums.

Sugar Maple Lane Westford

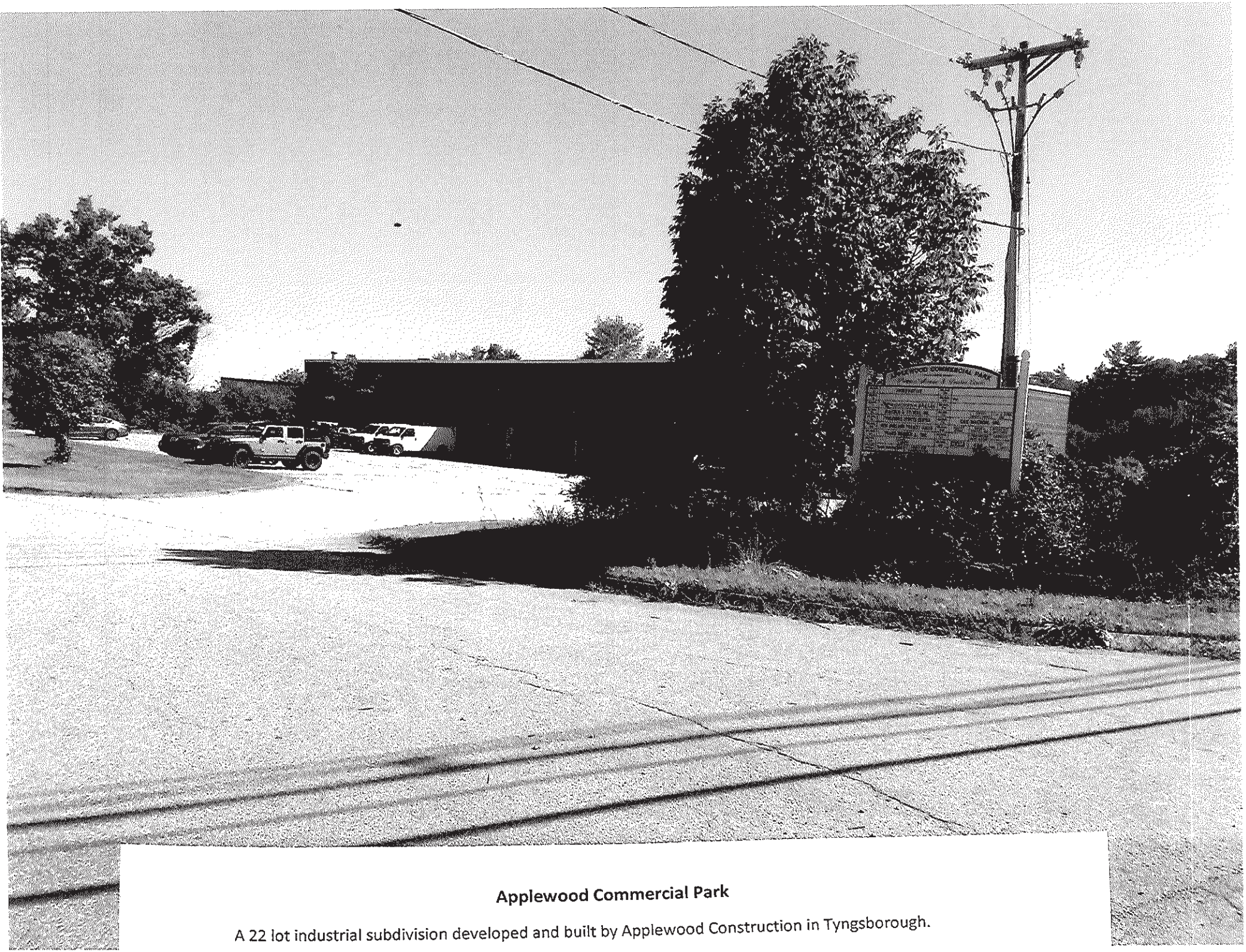
A 28 unit town home development that is currently under construction in Westford, MA.

Shaw Hospital Lowell

Originally a carriage house, then converted to a hospital, this building was nominated to the National Register and converted into 5 residential units.

Applewood Plaza Tyngsborough

A 22,000 square foot commercial and office building built by Applewood Construction, Walter Eriksen President.



Applewood Commercial Park

A 22 lot industrial subdivision developed and built by Applewood Construction in Tyngsborough.

Financing

Financing Information

Walter Eriksen has developed and constructed almost 1,000 residential units and hundreds of thousands of square feet of commercial and industrial properties. He has relationships with numerous financial institutions. Although the RFP requests a loan amount or commitment letter from a bank, it is really too early to arrive at a figure for this commitment. However, we have had long term relationships with numerous banks, and the following bank references can verify and attest to our borrowing capability.

Lowell Five is a local bank with 16 branch offices and has been in business for over 150 years. We have had a banking relationship with Lowell Five for over 30 years. A letter of support from Lowell Five is attached. Justin McCarthy is Vice President of Construction Lending, and can be reached at 978-452-1300 for further references.

First Ipswich Bank is a medium size bank with over seven billion dollars in assets. We have had a banking relationship with First Ipswich Bank for over 10 years. Lisa Brodeur is the Vice President of commercial lending, and she can be reached at 978-356-8168 for further references.

LowellFive

Mr. Gregory Johnson, Town Administrator

Town Offices

195 Main Street

Maynard, MA

RE: Walter Eriksen, Coolidge School RFP

Dear Mr. Johnson,

Walter Eriksen, as principal of various LLC's, has been a valued customer of Lowell Five for over25 years. He has completed numerous developments with us of a variety of sizes and scope, including a 124 lot single family home subdivision in Tyngsboro and we are currently financing a 28 unit townhouse development in Westford and a five unit townhouse development in Maynard.

We have had construction loans with Mr. Eriksen ranging in size from $500,000 to over $5,000,000; and would look forward to reviewing this proposed development so that we may participate in the financing.

Sincerely,

A. Justin McCarthy III

Vice President, Construction Lending

30 International Place Tewksbury, MA 01876 | lowellfive.com | 978.452.1300

FIRST Ipswich BANK

25 MARKET STREET IPSWICH, MA 01938
978.356.5700
firstipswich.com

September 25, 2019

To Whom It May Concern:

Walter Eriksen has requested a banking reference from First Ipswich Bank, and we are pleased to be able to provide him one. First Ipswich Bank is a subsidiary of Brookline Bancorp, a holding company for Bank Rhode Island, Brookline Bank and First Ipswich Bank. Headquartered at 131 Clarendon Street in Boston, this three-bank organization currently has over seven billion dollars in assets, and five billion in real estate loans and leases. We coordinate our efforts to provide commercial lending, construction financing, cash management services and related banking products throughout Rhode Island and Massachusetts.

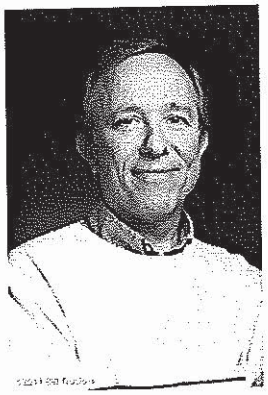
Mr. Ericksen has been a client of this bank since 2006, and has been involved in the acquisition of commercial property in the greater Chelmsford MA area. As part of the credit underwriting process the bank has had the opportunity to thoroughly investigate his finances, payment history and management abilities in great detail over a period of time. We would welcome an opportunity to consider a loan request from him, as he is a highly capable developer with significant financial resources. Please feel free to call me directly if you would like to discuss this individual further.

Sincerely,

Lisa G. Brodeur
Vice President, Commercial Lending
978-356-8168

Resumes

GARY L. GOUDREAU, ARCHITECT - AIA, LEED AP



Education:

- Bachelor of Architecture, University of Maryland, College Park, MD.

Professional Registration:

- State of New Hampshire, License No. 1337.
- State of Massachusetts, License No. 30132.
- NCARB Certificate No. 30499.
- LEED Accredited Professional

Awards/Honors:

- Plan NH Merit Award for Design Excellence for the Verizon Wireless Arena, 2002
- NH AIA Award for Design Excellence, Rhodes Hall, Keene State College, 2000.
- Second Place, Christa McAuliffe Planetarium Design Competition, Concord, NH, 1987
- Honorable Mention for the Laconia Fire Station Design Competition, Laconia, NH, 1983
- Honorable Mention for Thesis Design of a Ski Lodge in Waterville Valley, NH, 1980

Professional/Civic:

- Belknap County Community Corrections Planning committee, March 2012 - 2014
- Board of Trustees for the Derryfield School, Manchester, NH 2013-2015
- Buildings & Grounds Committee, the Derryfield School, Manchester, NH 2012 – Present
- Plan NH Member, March 2009 - 2010
- Greater Derry Chamber of Commerce, 2003 - 2009
- Derry Main Street Corporation, Board of Directors, 2003 - 2004
- Londonderry Rotary Club, Londonderry, NH, 1989-1993
- American Institute of Architects (current member), NH Chapter Board of Directors, 1985-1988

Continuing Education:

Harvard Graduate School of Design:

- Financial Management for the Design Firm

NCARB Professional development Program:

- Heating & Cooling Design for Buildings
- Architectural Acoustics I
- Architectural Acoustics IV; Noise Control, Sound Isolation Principles & Airborne Measures
- Subsurface Conditions
- Building Envelope
- Energy Conscious Architecture
- Daylighting Performance & Design
- Wind Forces
- Healthcare Facilities
- Sustainable Design I & II
- Low-Slope Roofing I
- Security Planning & Design

AIA Continuing Education Program:

- Introduction to Insulated Concrete Forms
- Upward Acting Sectional Door Systems
- Structural Material & Methods for Home Building
- Designing Safe Schools
- Green Building Guidelines for Home Construction

Project Experience:

Educational:

- Woodman Park Elementary – Renovations & Additions, Dover, NH
- Garrison Elementary School – Renovations & Additions, Dover, NH
- Dover Middle School - Additions, Dover, NH
- Chester Academy Elementary - Addition, Chester, NH
- The Derryfield School Campus Masterplan Study, Manchester, NH
- The Derryfield School – New Athletic & Wellness Center, Manchester, NH
- The Derryfield School – Science & Innovation Center Renovation, Manchester, NH
- Dover High School – Freshman Academy Exterior Renovation & HS Re-roofing, Dover, NH

College/University:

- UNH – Feasibility Study & Schematic Design, Tel-Com Facility, Durham, NH
- UNH – Nesmith Hall Elevator Addition/Renovation (up to CD Phase), Durham, NH
- UNH – Nesmith Hall Toilet Room Renovations, Durham, NH
- UNH – Huddleston Hall Monumental Stair Entry, Durham, NH
- UNH – Memorial Union Building Exterior Renovations, Durham, NH
- UNH – Grounds Facility Garage Addition, Durham, NH
- UNH - Pettee Brook Lane Tenant Fitup, Analytics Dept., Durham, NH
- UNH – Goss Facility Renovation/Tenant Fitup, Durham, NH
- UNH – Field House Entry Storefront Renovation, Durham, NH
- Keene State College – New Boiler Plant Facility, Keene, NH
- Keene State College – Campus Safety Building Renovation, Keene, NH
- Keene State College - Redfern Arts Building Renovations, Keene, NH
- Plymouth State University – Hyde Hall Renovation/Planning Study, Plymouth, NH
- Plymouth State University – Hyde Hall New Exterior Entry Ramp and Vestibule, Plymouth, NH
- Plymouth State University – Hyde Hall Lecture Room Renovations/Addition, Plymouth, NH
- Plymouth State University – Draper & Maynard Maker Space Renovation/Tenant Fitup

Municipal:

- New Town Office Addition, Center Harbor, NH
- Police Station Addition/Renovation, Center Harbor, NH
- Public Safety Complex Study/Schematic Design, Tuftonboro, NH
- Police Station Study/Schematic Design, Tuftonboro, NH
- New Fire & Rescue Headquarters, Tuftonboro, NH
- Hampton Fire & Rescue Headquarters Addition/Renovation, Hampton, NH
- New Hampton Fire & Rescue Substation, Hampton Beach, NH
- New Milford Police Station Headquarters, Milford, NH
- Milford Police Station Dispatch Addition Study, Milford, NH
- New Police Station Headquarters, Somersworth, NH
- New Milford Ambulance Facility, Milford, NH
- New Milton Fire & Rescue Headquarters, Milton, NH
- New Public Safety Complex Study/Schematic Design, Salem, NH
- New Police Station Study/Schematic Design, Salem, NH
- New Public Safety Complex Study/Schematic Design, Rindge, NH
- New Public Safety Complex Study/Schematic Design, Tilton, NH

- New Police Station, Tilton, NH (currently in Design Stage)
- Town Office Renovation Study/Schematic Design, Newfields, NH
- Police Station Addition Study/Schematic Design, Newfields, NH

Justice Facilities:

- New Hampshire State Prison, Secure Psychiatric Housing Wing Addition, Concord, NH
- New Merrimack County Superior Court Facility, Concord, NH

Epsilon
ASSOCIATES INC.

EDUCATION

M.L.A., Anthropology/Archaeology, Harvard University, 2012
M.A., American History, University of Connecticut, 2002
B.A., History, University of Massachusetts, Amherst, 2000
B.A., Archaeology, University of Massachusetts, Amherst, 2000

PROFESSIONAL SUMMARY

Mr. Lever has over 19 years of experience in architectural history and preservation planning. Mr. Lever provides assistance to clients in meeting regulatory requirements through consultation with state and federal agencies and the preparation of historic preservation compliance documentation. Mr. Lever has experience in implementing Section 106 of the National Historic Preservation Act, and related local, state, and federal environmental laws, regulations, and guidelines affecting historic resources. Additionally, Mr. Lever has expertise in state and federal historic rehabilitation tax credits.

Prior to joining Epsilon, he worked as the Senior Preservation Planner for the City of Newton where he managed the City's preservation efforts and served as a resource to elected officials, appointed officials, and the public regarding historic preservation issues and projects. He provided technical assistance in reviewing projects, prepared preservation restrictions, analytical research reports and guidelines; and made recommendations regarding future policy and ordinance changes. He also documented historic properties for inclusion in the Inventory of Historic and Archaeological Assets of the Commonwealth and the National Register of Historic Places.

Prior to joining Epsilon, Mr. Lever also worked as a historic preservation consultant for private and non-profit preservation firms as an architectural historian. He conducted Section 106 reviews for telecommunications projects throughout New England. Additionally, he completed historic resources surveys, assessed National Register eligibility of historic structures and sites, and authored compliance reports under the National Environmental Policy Act (NEPA). He also consulted with federal agencies, State Historic Preservation Offices, local historical commissions, and the general public on preservation procedures. Mr. Lever also executed special history studies.

In addition, prior to joining Epsilon, Mr. Lever worked as an archaeologist and as a park ranger for the National Park Service. He gave public presentations and led educational programs for schoolchildren as well as tours of historic sites. He engaged in archaeological reconnaissance surveys and data recovery projects of prehistoric and historic archaeological sites under state and federal regulations including Section 106, Section 4F of the Department of Transportation Act, and NEPA.

PROFESSIONAL EXPERIENCE

Historic Preservation Planning and Regulatory Compliance

- *Connect Historic Boston, Boston MA.* This project included bicycle and pedestrian improvements throughout downtown Boston's historic neighborhoods including a dedicated bicycle lane. Mr. Lever assisted in drafting the Massachusetts Historical Commission (MHC) Project Notification Form (PNF) compliance report under Section 106 and Section 4f.

- *Orange Barrel Media Signage, 49-67 Lansdowne Street, Boston, MA.* This project included the construction of illuminated sign in the vicinity of historic Fenway Park. Mr. Lever assisted in drafting the MHC PNF compliance report under Chapter 254 (State Register Review).

- *Pratt Memorial Library Shelburne Falls, MA.* This project involved the repair and restoration of the 1914 library listed on the National Register as part of a grant through the Massachusetts Cultural Facilities Fund. Mr. Lever assisted in drafting the MHC PNF compliance report under Chapter 254.

- *45 West Third Street Demolition Delay Application, Boston, MA.* This project included the demolition of an early 20th century garage and manufacturing building in Boston to create a new mix-use development on the site. Mr. Lever assisted in drafting the Boston Landmarks Commission (BLC) Article 85 (Demolition Delay) application.

- *Whately Town Hall, Whately, MA.* This project included the restoration of the 1871 town hall listed on the National Register and the construction of an addition. Mr. Lever assisted in drafting the MHC PNF compliance report under Chapter 254 in anticipation of State funding and/or permitting.

- *Block H Seaport Square Project Notification Form, Boston, MA.* This project consisted of the development of two new buildings and a public plaza within the Fort Point Channel National Register Historic District. Mr. Lever assisted in drafting the MHC PNF compliance report under Chapter 254.

- *Monson State Hospital Revised Conditions Assessment, Monson MA.* This project included the disposition of the historic state hospital to the Town of Monson and the completion of a conditions assessment as part of a MHC PNF compliance report under Chapter 254. Mr. Lever assisted with drafting the revised assessment including the review of the conditions of the buildings and their historic integrity.

- *Center Housing Documentation, Springfield MA.* This project involved the use of state and federal tax credits to rehabilitate four apartment houses. As part of the certification for federal tax credits, Mr. Lever assisted in the drafting of National Register nominations for each of the four buildings.

- *Hanscom Air Force Base Solar Installation, MA.* This project involved the installation of new solar panel arrays and review of the project under Section 106. Mr. Lever drafted the MHC PNF and supporting documentation.

- *Shattuck Hospital Project Notification Form, Boston, MA.* This project involved the demolition of a 1954 state hospital building. Mr. Lever assisted in drafting the MHC PNF.

- *Fernald State School Revised Conditions Assessment, Waltham MA.* This project included the disposition of the historic state hospital to the Town of Waltham and the completion of a conditions assessment as part of a MHC PNF compliance report under Chapter 254. Mr. Lever assisted with drafting the revised assessment including the review of the conditions of the buildings and evaluating their historic integrity.

- *Excel Academy Demolition Delay Application, Boston MA.* This project consisted of the redevelopment of a parking facility and associated buildings to a charter school in East Boston. Mr. Lever assisted in drafting the Boston Landmarks Commission (BLC) Article 85 (Demolition Delay) application.

- *Boston Children's Hospital Preservation Plan and Documentation, Boston, MA.* This project involved mitigation for the proposed demolition of the Wolbach Building on campus. Mr. Lever in conjunction with colleges drafted a preservation plan for the core campus and documented campus buildings in consultation with the Boston Landmarks Commission.

- *Cable Mill National Register Nomination, Williamstown, MA.* This project involved the completion of a National Register nomination for the former Cable Mill. Mr. Lever completed the text and photography as well as consulted with the Massachusetts Historical Commission on any necessary edits.

- *35 Hermon Street Demolition Delay Application, Worcester, MA.* This project involved the demolition of a late nineteenth century industrial building. Mr. Lever drafted the application for the Worcester Historical Commission's review.

- *Center City Housing National Register Nominations, Springfield, MA.* This project involved the nomination of four early 20th century apartment buildings to the National Register. Mr. Lever coauthored four individual nominations and presented them to the State Review Board.

- *370 Essex Street Lawrence Area Form, Lawrence, MA.* This project involved the documentation of an area along Essex Street seeking National Register eligibility. Mr. Lever drafted the architectural and historical information and completed photography for the MHC area form.

- *Shattuck Hospital PNF, Boston, MA.* This project involved the demolition of a former state hospital building. Mr. Lever drafted the MHC PNF and completed photography.

- *Mosley School PNF, Westfield, MA.* This project involved the rehabilitation of an early 20th century elementary school into affordable housing units. Mr. Lever drafted the MHC PNF and completed photography.

- *Saint James Commons PNF, Springfield, MA.* This project involved the rehabilitation of two early 20th century apartment buildings. Mr. Lever drafted the MHC PNF, drafted two MHC B forms and completed photography.

- *Benchmark Senior Living Demolition Delay Applications, Newton, MA.* This project involved the demolition of two early twentieth century support buildings on a college campus. Mr. Lever drafted the demolition delay applications and presented them to the Newton Historical Commission.

Historic Preservation Certification (Historic Preservation Tax Credits)

- *Stockbridge Library, Stockbridge, MA.* This project involved the rehabilitation and expansion of an 1865/1938 library building to provide much needed additional program space and handicap accommodations. Mr. Lever drafted the state and federal rehabilitation certification applications.

- *Central Annex, Pittsfield, MA.* This project involved the rehabilitation of existing affordable housing units within a historic 1896 school. Mr. Lever assisted in drafting an addendum to the original application providing the necessary additional documentation to the MHC.

- *Gloversville Library, Gloversville, NY.* This project involved the rehabilitation and expansion of a 1904 library building to provide additional program space, collections storage and handicap accommodations. Mr. Lever drafted the state and federal rehabilitation certification applications.

- *Schoolhouse Apartments: Webster, Bishop and Wilby, Bridgeport, CT.* This project involved the rehabilitation of existing affordable housing units within three different historic schools providing necessary upgrades. Mr. Lever drafted the state and federal rehabilitation certification applications.

- *Tribune Apartments, Framingham, MA.* This project involved the rehabilitation of existing affordable housing units within a 1904 commercial building. Mr. Lever drafted the state rehabilitation certification application.

- *Lowney Chocolate Factory, Mansfield, MA.* This project involved the rehabilitation of a former chocolate factory initially constructed in 1903 into a mix use facility. Mr. Lever prepared necessary research and historic documentation to obtain a determination of National Register eligibility from the MHC and the National Park Service in order for the factory to qualify for State and Federal Historic Rehabilitation Tax Credits. Mr. Lever also prepared the state and federal rehabilitation certification applications and a National Register nomination.

- *Library Commons, Holyoke, MA.* This project involved the rehabilitation of two late 19th century apartment houses and an early 20th century dormitory creating new affordable housing units as well as the rehabilitation of an existing early 20th century apartment building. Mr. Lever drafted the state and federal rehabilitation certification applications as well as two National Register nominations and four MHC PNFs.

- *Clarke School, Northampton, MA.* This project involved the rehabilitation of several former school early 20th century buildings into residential units. Mr. Lever drafted four sets of state and federal rehabilitation certification applications.

- *Central Building, Worcester, MA.* This project involved the rehabilitation of an early 20th century office building into a mix-use building. Mr. Lever drafted the state and federal rehabilitation certification applications.

- *Plymouth Post Office, Plymouth, MA.* This project involved the rehabilitation of an early 20th century post office into a mix-use building. Mr. Lever drafted the state and federal rehabilitation certification applications.

- *Chain Forge, Boston, MA.* This project involved the rehabilitation of an early 20th century industrial building into a hotel. Mr. Lever drafted the state and federal rehabilitation certification applications.

- *Wellington Apartments, Worcester, MA.* This project involved the completion of state and federal Part rehabilitation certification applications for 10 buildings used as affordable housing as well as an MHC area form seeking National Register eligibility. Mr. Lever drafted the state and federal rehabilitation certification applications as well as completed the area form and photography.

- *Moseley School, Westfield MA.* This project involved the completion of state and federal rehabilitation certification applications for a former school building to be used as affordable veterans housing. Mr. Lever drafted the state and federal rehabilitation certification applications as well as completed the MHC Project Notification form for compliance with Section 106 of the National Historic Preservation Act.

- *Matheson Apartments, Worcester, MA.* This project involved the completion of state and federal rehabilitation certification applications for six late 19th and early 20th century apartment buildings used as affordable housing as well as an MHC area form seeking National Register eligibility. Mr. Lever drafted the state and federal rehabilitation certification applications as well as completed the area form and photography.

- *St Paul's Rectory, Cambridge MA.* This project involved the completion of state and federal rehabilitation certification applications for a rectory building used as affordable housing by the Cambridge Housing Authority. Mr. Lever drafted the state and federal rehabilitation certification applications.

- *Brooks Apartments, Cambridge MA.* This project involved the completion of state and federal rehabilitation certification applications for an early 20th century apartment building used as affordable housing by the Cambridge Housing Authority. Mr. Lever drafted the state and federal rehabilitation certification applications.

- *25 Fid Kennedy Avenue, Boston MA.* This project involved the completion of state and federal rehabilitation certification applications and a National Register nomination for a vacant former industrial building to be used as a manufacturing facility. Mr. Lever drafted the state and federal rehabilitation certification applications and the National Register nomination.

- *Walnut Park Apartment Tower / 1990 Columbus Street, Boston MA.* This project involved the completion of state and federal rehabilitation certification applications for a mid-20th century apartment tower used as affordable housing by the Boston Housing Authority. Mr. Lever drafted the state and federal rehabilitation certification applications.

- *Boston Children's Friend Society Building / 48 Rutland Street, Boston MA.* This project involved the completion of state and federal rehabilitation certification applications for a former orphanage now used as a day care and community support services. Mr. Lever drafted the state and federal rehabilitation certification applications.

PUBLICATIONS

With Bruce Clouette, The Healing Triangle: Hartford Hospital's First 150 Years. Andrews CT: Hartford Hospital, 2004.

Contributor, Where Water Meets Land: Two Centuries of Movable Bridges in Connecticut. Hartford CT: Connecticut Department of Transportation, 2004.

PROFESSIONAL TRAINING

Cemetery Landscape Preservation Workshop, National Park Service, 2009
New England Cemetery Monument Conservation Workshop, National Park Service, 2008
Preservation Leadership Training, National Trust for Historic Preservation, 2008
Section 106 Essentials Course, The Advisory Council on Historic Preservation, 2007
Introduction to Underwater Archaeology, Rhode Island Marine Archaeology Project, 2007
Memorandum of Agreement Training, SWCA Environmental Consultants, 2006
University of Massachusetts Historical Archaeology Field School, 1998

PROFESSIONAL MEMBERSHIPS

Association for Preservation Technology
Society of Architectural Historians
Boston Preservation Alliance

PREVIOUS EMPLOYMENT

City of Newton, Massachusetts, 2007-2013
EBI Consulting Inc., 2006-2007
National Park Service, 2005
Timelines Inc., 2004-2005
Public Archaeology Survey Team, 2001-2003
University of Massachusetts Archaeological Services, 2000

Scott J. Eriksen, Esq.

Scott Eriksen is a shareholder of Perkins & Anctil, P.C. (located in Westford, Massachusetts) where leads the firm's community association and condominium practice. After graduating from the University of Pennsylvania Law School in 2005, Scott started his legal career at a large firm in Boston, where he counseled clients in a diverse arena of practice areas including tax and estate planning, business establishment and succession strategies. In 2008, he left the firm in Boston to work in the Merrimack Valley, expanding his practice to include land use and permitting matters, commercial and residential real estate transactions and general corporate counselling.

Scott joined Perkins & Anctil in 2011, and since that time he has focused his practice almost entirely on accommodating the needs of our firm's 750+ condominium association clients. Over the past eight years Scott has become well versed in all aspects of association practice from drafting governance documents, attending and running association meetings, enforcing covenants and rules, to negotiating and preparing vendor contracts. Scott is actively involved in the New England Chapter of the international community association organization, Community Association Institute (CAI), where he is a current member of the Emerging Leaders Committee, and a former three-term co-chair of the Attorneys' Committee. He is regular participant, author and speaker in community association forums throughout Massachusetts and New Hampshire.

Scott's Speaking Presentations & Education Sessions:

Condominium Law Primer and Update 2019 – Massachusetts Continuing Legal Education – Co-Presenter
June 13, 2019 – Boston, MA

Navigating Unique Challenges Facing an Aging Resident Population – CAI National Conference – Co-Presenter
May 17, 2019 – Orlando, FL

Understanding the Problems, Perils and Pitfalls of Association Parties – CAI New England Webinar – Co-Presenter
November 7, 2018 – Westford, MA

CAI New England Roundtable for Board Members and Managers – Co-Presenter
September, 2018 – Westford, MA

CAI New England Roundtable for Board Members and Managers – Co-Presenter
September, 2017 – Westford, MA

CAI New England Exposition – Education Session "*Mediate, Don't Litigate*" – Co-Presenter
September 14, 2017 – Burlington, MA

CAI New England Board Leadership Development Workshop – Co-Presenter
May 6, 2017 – Nashua, NH

Practical Intellectual Property Issues for the Community Law Practitioner – CAI Law Seminar – Co-Presenter
January, 2017 – Las Vegas, NV

CAI New England Roundtable for Board Members and Managers – Co-Presenter
September, 2016 – Chelmsford, MA

CAI New England Board Leadership Development Workshop – Co-Presenter
May 6, 2016 – Portsmouth, NH

CAI New England Roundtable for Board Members and Managers – Co-Presenter
September, 2015 – Chelmsford, MA

Selected Writings, Publications and Media Contributions:

Seminar and Educational Materials:

Handing Requests for Service/Support Animals and Rental Restrictions – 2019 MCLE Seminar Materials (PowerPoint) – Author & Presenter

Navigating Unique Challenges Facing an Aging Resident Population – 2019 CAI National Conference Seminar Materials (PowerPoint and Narrative Outline) – Co-Author & Presenter

CAI Music & Movie Licensing Guidance Document – May, 2017 – Co-Author & Task Force Member

Practical Intellectual Property Issues for the Community Law Practitioner – 2017 Law Seminar Materials (PowerPoint and Narrative Outline) – Co-Author & Presenter

***Common Ground* (National Community Association Publication) Contributions:**
Party On! – September/October, 2016 – Quoted Contributor

Condo Media Articles & Contributions
(Condo Media is the official publication of the New England Chapter of CAI):

No Running! No Diving! No Cars Allowed – March, 2019 – Quoted Contributor

More of the Same, Plenty to Think About – May, 2018 – Co-Author

A Little Goes a Long Way – April, 2017 – Co-Author

Volunteer Spotlight – February, 2017

Age-Old Questions – September, 2016 – Quoted Contributor

The Greatest Free Show on Earth – July, 2016 – Author

Question of Authority – September, 2015 – Quoted Contributor

Conference Rewind – May, 2015 – Author

Bad Apples – January, 2015 – Author

Hate to Burst Your Bubble – July, 2014 – Author

Reaping What You've Sowed – September, 2013 – Author

New England Condominium Contributions:

Legal Q&A (Drug Deals on Community Property) – March, 2018 – Quoted Contributor

Legal Q&A (Finding the Leak) – October, 2014 – Quoted Contributor

Legal Q&A (Mutiny on the Board) – Quoted Contributor

Industry Amicus Briefs:

1. *Condominiums at Lilac Lane Unit Owners' Association v. Monument Garden*, 170 N.H. 124, 166 A.3d 221, 2017 N.H. LEXIS 105, 2017 WL 2511334 – Co-Author

2. *Drummer Boy Homes Association, Inc. v. Britton*, 474 Mass. 17, 47 N.E.3d 400, 2016 Mass. LEXIS 189 – Co-Author

Professional Involvement:

1. CAI New England Attorney's Committee – Co-Chair – 2016, 2017 and 2018 (three years)
2. CAI New England Emerging Leaders Network – Member – 2012 through present (seven years)
3. CAI Music and Movie Licensing Taskforce – Member – 2016-2017

Walter K. Eriksen
92 Middlesex Road
Tyngsboro Ma 01879
978-649-2727

Education

University of Lowell, Lowell MA
Masters in Management Science – 1977

Lowell Technological Institute, Lowell MA
Bachelor of Science in Biological Sciences – 1975

Licenses, Registrations

Certified Health Office, State of Massachusetts Registration Number 206
Registered Sanitarian, State of Massachusetts Registration Number 762
Real Estate Broker, State of Massachusetts License Number 107494
Construction Supervisor, State of Massachusetts License Number 011041
Home Improvement Contractor, State of Massachusetts License Number 101685
Hoisting Engineer, State of Massachusetts License HE-185907

Experience

At the present time, I am President of Applewood Construction Corp. a medium sized construction company that acquires, permits, and develops land, homes, and industrial buildings. I am also the Manager/Owner of a number of LLC's. Over the last 20 years we have built over 500 homes and numerous commercial buildings, apartments, and industrial sites. Some of the developments we have done include the following:

Tyngsborough
-Maple Ridge Development – a 124 lot subdivision of single family and age restricted 55 and older single family homes.
-Bridgemeadow Development- a cluster subdivision of 63 single family homes.
-Chestnut Hill Estates- a subdivision of 18 single family homes
-Applewood Commercial Park- an industrial park consisting of 24 lots and buildings.
-Applewood Plaza- a 22,000 square foot retail and commercial building.
-Tyng Village-a 28 lot duplex style 40B development.
Dracut
-Massapoag Estates- a 32 lot subdivision of single family homes.
Lowell
-Hickory Hill Estates- a subdivision of 14 single family homes.
Concord
-Granite Post Estates- 8 single family homes

Boxborough
-Flagg Hill Road- 3 single family homes on a common driveway.
Littleton
-Colonial Drive- 5 single family homes
Chelmsford
-Wisteria Lane- a subdivision of 4 single family homes.
Nashua, NH
-Sky Country Estates- a subdivision of 22 single family homes.

Organizations, Committee Experience

Former member:

Tyngsborough School Committee
Tyngsborough Hazardous Waste Coordinator
Tyngsborough Sewer Commission
Past President North East Builders Association

Appendix G Price Proposal

APPENDIX G: PRICE PROPOSAL FORM

TOWN OF MAYNARD
REQUEST FOR PROPOSALS (RFP)
Disposition of Coolidge Building
12 Bancroft Street
Maynard, MA 01754

PRICE PROPOSAL FORM

PRICE
Please write your proposal offer:

TEN THOUSAND DOLLARS

Print/Type your proposal amount above in written form

$10,000.00

Print/Type your proposal amount above in number form

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

WALTER ERIKSEN

Name of proposer

SAME

Name of person signing proposal

Signature of person signing proposal

9/30/19

Date

Title

92 MIDDLESEX RD TYNGSBORO MA 01879

Address

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

Appendix H Tax Compliance

APPENDIX H: FORM 1 - CERTIFICATE OF TAX COMPLIANCE

TOWN OF MAYNARD
REQUEST FOR PROPOSALS (RFP)
Disposition of Coolidge Building
12 Bancroft Street
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)

WALTER ERIKSEN, 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: WALTER ERIKSEN

Title: _____

Name of Business: _____

Date: 9/30/19

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

Appendix I Non-Collusion

APPENDIX I: FORM 2 – CERTIFICATE OF NON-COLLUSION

TOWN OF MAYNARD
REQUEST FOR PROPOSALS (RFP)
Disposition of Coolidge Building
12 Bancroft Street
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: Walter Erikson

Title: _____

Name of Business: _____

Date: 9/30/19

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

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: Walter Erikson

Title: _____

Name of Business: _____

Date: 9/30/19

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

Appendix J Certificate of Authority

APPENDIX J: FORM 3 – CERTIFICATE OF AUTHORITY

TOWN OF MAYNARD
REQUEST FOR PROPOSALS (RFP)
Disposition of Coolidge Building
12 Bancroft Street
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: WALTER ERIKSEN

Address: 262 WESTFORD ROAD

Name of Business _____

Home: TYNGSBORO MA 01879

IF A PARTNERSHIP

Business Name: _____

Business Address: _____

Names and Addresses of Partners

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

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: _____

Appendix K Disclosure

APPENDIX K: FORM 4 – DISCLOSURE STATEMENT

TOWN OF MAYNARD
REQUEST FOR PROPOSALS (RFP)
Disposition of Coolidge Building
12 Bancroft Street
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: Coolidge Building 12 Bancroft Street

(2) Type of Transaction, Agreement, or Document:

Conveyance by Town of Maynard (Deed)

(3) Public Agency Participating in Transaction:

Town of Maynard, acting by and through its Board of Selectmen

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

_____Lessor/Landlord_____Lessee/Tenant

_____Seller/Grantor __X___Buyer/Grantee

_____Other (Please describe):_____

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

NAME	RESIDENCE
Walter Erikson	267 Westford Rd Tyngsboro MA 01879

(7) 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):

None

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

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been 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 upon request.

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

(9) This Disclosure Statement is hereby signed under penalties of perjury.

WALTER ERIKSEN

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

9/30/19

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.)

Appendix L Purchase and Sales

APPENDIX L

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "**Agreement**"), made as of the ____ day of _____ (the "**Effective Date**"):

I. PARTIES; AGREEMENT TO SELL AND BUY

The Town of Maynard, Massachusetts, by and through its Board of Selectmen, of 195 Main Street, Maynard, MA ("Seller"), agrees to sell and _____ ("Buyer"), agrees to buy the Property for redevelopment as detailed in the Town of Maynard's Request for Proposals dated _____ and Buyer's response thereto dated _____ (the "Project") as hereinafter described, upon the terms set forth in this Agreement. Seller and Buyer are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party".

2. THE PROPERTY.

2.1 (a) **The Land** - A certain parcel of land known as _____, consisting of approximately _____), more or less, and together with all structures and improvements thereon located in Maynard, MA, being a portion of the property as further described in deed(s) recorded in the Middlesex South Registry of Deeds in Book ____, Page _____, and shown on the attached exhibit A.

(b) All buildings, structures and other improvements (hereinafter collectively referred to as the "Improvements") now located, placed, erected or constructed upon the Land;

(c) All of Seller's estate, right, title and interest, if any, in and to any and all streets, alleys, passages, easements, rights of way, ways, water, water courses, privileges, permits, licenses, and any appurtenances and other rights and benefits belonging, or in any way related, to the Land;

(d) All of Seller's estate, right, title and interest, if any, in and to any land lying in the bed of any street, road, avenue, way or boulevard which abuts the Land, and all right, title and interest of Seller, if any, in and to any award made or to be made in lieu thereof and in and to any award for damage to the Land or any Improvement by reason of any change of grade in any street, road, avenue, way or boulevard. The Land, the Improvements and the other items mentioned in the preceding clauses (a), (b), (c) and (d) are hereinafter referred to as the "Real Estate."

2.3 **Fixtures and Equipment.**

Other than _____ all of which the Seller shall be entitled to remove prior to closing, all of Seller's right, title and interest in and to all fixtures and equipment presently affixed or attached to the Real Estate, together with, if not included within the foregoing, any, furnaces, heaters, heating equipment, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, fences, gates, trees, shrubs, plants, situated upon and used in connection with the Land and the Improvements (collectively, the "**Fixtures and Equipment**").

2.4 **Personal Property**

(a) All of Seller's right, title and interest in and to any permits, licenses or governmental approvals with respect to the Real Estate, if any and if and to the extent transferable, (referred to herein collectively as, the "**Permits**")

(b) All plans, drawings and specifications, surveyors, engineering and other tests and reports

relating to the Real Estate to the extent in Seller's possession or control and do not contain confidential or proprietary information (the "**Plans**").

The Permits and the Plans are sometimes referred to herein as the "**Personal Property**".

The Real Estate, the Fixtures and Equipment and the Personal Property are sometimes collectively referred to herein as the "**Property**".

3. PURCHASE PRICE. THE AGREED PURCHASE PRICE FOR SAID PROPERTY IS _____ DOLLARS ($_____.00), OF WHICH:

$_____.00	have been paid as a deposit this day, and
$_____.00	are to be paid at the time of delivery of the Deed (subject to adjustments, if any, as provided in Section 11 below) in cash, or in good and immediately available funds by certified, or Bank cashier's or treasurer's check(s) drawn on or by a Boston Clearing House Bank payable directly to Seller, provided that, at Seller's request, all amounts due to Seller hereunder shall be transmitted by Federal wire to Seller's wire address specified in writing to Buyer not less than three (3) Business Days prior to the Closing.
$_____.00	**TOTAL**

4. BUYER'S INSPECTION/DUE DILIGENCE.

4.1 Seller's Due Diligence Deliveries; Disclaimer of Reliance.

4.1.1 Deliveries. Within five (5) Business Days of the Effective Date of this Agreement, Seller will deliver to Buyer or Buyer's counsel copies of each the following, to the extent that the same are within the possession or control of Seller ("**Seller's Due Diligence Deliveries**"):

(a) Any surveys, plans and specifications and title insurance policies relating to the Property and any subdivision thereof;

(b) Any reports prepared for Seller by consultants or engineers relating to the environmental status and general physical condition of the Property or any such reports which are in the possession of the Seller but not necessarily prepared for Seller;

(c) Any Permits currently outstanding with respect to the Property;

(d) All contracts affecting the Property including but not limited to all leases and agreements for tenancies.

4.1.2 Disclaimer. Seller's Due Diligence Deliveries are provided to Buyer to assist Buyer in its evaluation of the Property, but without warranty or representation of any kind, as to accuracy, completeness or otherwise. Buyer acknowledges and agrees that, with the exception of Seller's Warranties and Representations set forth in Section 6.1 below, Buyer enters into and will consummate this Agreement based solely on its own knowledge and investigations and not based on Seller's Due Diligence Deliveries or on any other statement or information made or provided by Seller or any person acting on Seller's behalf.

4.2 Due Diligence Period. From and after the Effective Date of this Agreement, Seller hereby grants to Buyer and Buyer's agents, employees, contractors, consultants and other representatives (collectively "**Buyer Related Parties**"), upon the terms and conditions hereinafter set forth, the right and license to go upon the Real Estate after reasonable notice given to Sarah George ("**Seller's Representative**"), from time to time during normal business hours and at such other times as Seller's Representative shall authorize, for the purposes of making such inspections, tests, surveys and other studies as Buyer may deem necessary or appropriate concerning percolation, soil compaction, water table, topography, utilities, survey, zoning, hazardous waste, wetlands, environmental matters, title issues, or conservation matters, or any other matters relevant to the acquisition of the Premises (collectively, whether performed by Buyer or by any one or more of the Buyer Related Parties, "**Buyer's Due Diligence Activities**"); provided that any geotechnical or other subsurface testing, or other invasive or destructive testing, shall be subject to Seller's prior written approval in Seller's sole discretion. Seller shall have the right to have a representative present during all or any of Buyer's Due Diligence Activities.

4.3 Right to Terminate. In the event that any of Buyer's tests, studies, or investigations are unsatisfactory to Buyer, Buyer may, in the exercise of Buyer's sole, exclusive and absolute discretion, for any reason or no reason or cause whatsoever, terminate this Agreement, by written notice given to the Seller not later than 5:00 PM on the _____ day after the Effective Date (the "**Due Diligence Termination Date**", the period from the Effective Date to the Due Diligence Termination Date being herein referred to as the "**Due Diligence Period**"), in which event, the Deposit, with interest earned thereon, shall be returned to Buyer forthwith, all obligations hereunder except those which are specifically stated to survive termination, shall terminate, and this Agreement shall be otherwise void and without recourse to either Party.

4.4 Effect of Failure to Terminate. If Buyer does not terminate this Agreement on or before the Due Diligence Termination Date as hereinabove provided, Buyer will be deemed to have accepted the Property "**AS IS**", in its condition and with all defects and objections existing as on the Due Diligence Termination Date, and to have waived any and all defects and objections existing as of that Date, The forgoing shall likewise not be deemed to waive or otherwise affect Buyer's rights with respect to Title, as provided in Section 5 below.

4.5 Buyer's Indemnity; Restoration. Buyer assumes all risks associated with Buyer's Due Diligence Activities and agrees, to the extent permitted by law, to indemnify and hold harmless Seller and its managers, members, trustees, officers, directors, employees, agents, invitees, consultants and contractors (collectively, "**Seller Related Parties**") of, from and against any and all costs, losses or damages to the Property or to other properties or persons, or other claims, demands, damages, liabilities, expenses and other obligations (including, without limitation, attorneys' fees and court costs) (collectively, "**Liabilities**"), including without limitation Liabilities suffered or incurred by Buyer, any Buyer Related Party or any other person, arising from, out of or in connection with or otherwise relating to Buyer's Due Diligence Activities, excepting only those resulting from the gross negligence or willful malfeasance of Seller, and shall promptly repair and restore to its prior condition, any portion of the Property damaged or altered by Buyer's Due Diligence Activities. The obligations of Buyer contained in this Section shall survive the Closing or earlier termination of this Agreement for whatever cause.

4.6 Disclosure. If Buyer or any Buyer Related Party concludes that applicable laws require disclosure to any federal, state or local public agencies of any condition at the Property of which Buyer acquires knowledge as a result of any inspection, testing or analysis of the Property or otherwise in connection herewith, Buyer shall immediately notify Seller and agrees that Seller, not Buyer or any Buyer Related Party shall make such disclosure as Seller deems appropriate, unless such disclosure is required by law to be made by Buyer or a Buyer Related Party, in which case Buyer or such Buyer Related Party may make such disclosure and immediately notify Seller thereof.

4.7 Return of Materials. If, for any reason, the Closing does not occur, Buyer shall return

to Seller all Due Diligence Materials and other information regarding the Property that Seller has provided to Buyer which are within Buyer's possession or control. Buyer's obligations in this Section shall specifically survive the termination of this Agreement, for whatever cause.

4.8 **Continued Access to Property Following the Due Diligence Period**. Provided that this Agreement has not been terminated and for so long as this Agreement remains in full force and effect and no Buyer Default is outstanding, Buyer and Buyer's agents shall have access to the Property subsequent to the expiration of the Due Diligence Period, for the purposes and subject to the same terms and conditions (including the insurance and other requirements set forth in Section 21) as applicable to Buyer's Due Diligence Activities during the Due Diligence Period.

5. TITLE AND SURVEY REVIEW

5.1 **Title Review.** During the Due Diligence Period, Buyer shall be entitled, at Buyer's sole cost and expense, to cause title to the Property to be examined or to obtain a commitment for title insurance or preliminary report ("**Title Report**") and to obtain and review documents and information pertaining to the exceptions to title listed in the Title Report; and to obtain a survey of the Property ("**Buyer's Survey**"). Contemporaneously with the provision of a Title Objections Notice (as defined in Section 5.2) to Seller, Buyer shall provide copies of the Title Report and Buyer's Survey to Seller.

5.2 **Title Objections**. Buyer shall advise Seller in writing and in reasonable detail, not later than 5:00 PM on the last day of Due Diligence Period, of any defects, encroachments or other objections to title or survey objections (collectively, "**Title Objections**"; and Buyer's notice as the "**Title Objections Notice**") which Buyer finds unacceptable. Seller shall use reasonable efforts to cure any Title Objection properly raised by Buyer in its Title Objections Notice, such that Buyer's Title Company agrees to delete such Title Objection from the title commitment or policy issued to Buyer or, if acceptable to Buyer, in its reasonable judgment, agrees to insure over such Title Objections (in either case, with such qualification, a "**Cure**"), provided that Seller shall not be required to expend or to incur costs and expenses, including legal fees, to remove and cure any Title Objections in excess of Five Thousand ($5,000.00) Dollars. Buyer will indicate in its Title Objection Notice any Title Objection as to which agreement by Buyer's Title Company to insure over would not be an acceptable Cure. Any Title Objection not set forth by Buyer in a timely Title Objections Notice shall constitute a Permitted Exception for the purposes of Section 9.1 below, provided however, the Buyer shall retain all rights hereunder as to any Title Objection that first comes into existence after expiration of the Due Diligence Period.

6. WARRANTIES AND REPRESENTATIONS

Unless otherwise expressly stated in this Agreement, each of the warranties and representations of Seller and Buyer shall survive the Closing and delivery of the deed and other closing documents by Seller to Buyer, for a period of one (1) year, and shall not be deemed to have merged therewith.

6.1 **Seller's Warranties and Representations.** Seller warrants and represents to Buyer that the following statements ("**Seller's Warranties**") are true as of the Effective Date. Wherever a statement is made "to the best of Seller's knowledge", or words of like import, such statement is limited to the actual present knowledge.

(a) Seller is a Massachusetts Municipality, duly organized, validly existing under the laws of the Commonwealth of Massachusetts. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitutes its legal, valid and binding obligation enforceable against Seller in accordance with their terms.

(b) The consummation by Seller of the sale of the Real Estate is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of Seller, or with any of the material terms of any material agreement or instrument to which Seller is a party, or by which Seller is bound or with any provision of any applicable law.

(c) There has not been filed by or, to Seller's actual knowledge, against Seller any petition in bankruptcy or other insolvency proceedings or proceedings for reorganization of Seller or for the appointment of a receiver or trustee for all or any substantial part of Seller's property, nor has Seller made any assignment for the benefit of its creditors or filed a petition for an arrangement, or entered into an arrangement with creditors which has not, in each case, been terminated prior to the Effective Date of the Agreement.

(d) Except as set forth on **EXHIBIT B** hereto, there are no agreements or contracts affecting all or any part of the Real Estate or the use thereof to which Seller is a party which would be binding upon or otherwise affect the Buyer or its nominee that would not be terminable at will by Buyer without penalty from and after the time of Closing.

(e) To the best of Seller's knowledge, Seller has received no notice of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings pending against Seller or affecting all or any part of the Real Estate or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have a material adverse effect upon the transactions contemplated by this Agreement, which have not been settled, withdrawn or otherwise terminated such that they do not represent an impediment to the transactions contemplated by this Agreement.

(f) To the best of Seller's knowledge, Seller has not received notice of any condemnation proceeding pending against all or any material part of the Real Estate which Seller has not disclosed to Buyer.

(g) Seller shall not take any of the following actions without the express written consent of Buyer:

(i) Make or permit to be made any material alterations to or upon any of the Real Estate unless required by any governmental authority or otherwise by applicable law, the requirements of Seller's insurer or in connection with a casualty loss;

(ii) Enter into leases or grant any easements or other interests or enter into any other agreements with respect to any of the Real Estate, or any portion thereof, which would be binding upon Buyer or its nominee subsequent to a Closing hereunder or amend, extend, renew, terminate or otherwise modify any lease on all or any portion of the Real Estate;

(iii) Alienate, or otherwise transfer or voluntarily encumber any interest in the Real Estate.

(h) Seller has no knowledge of any hazardous materials which have been released, disposed of, or otherwise deposited in, on or under the Real Estate (including, without limitation, the surface and subsurface waters of the Real Estate).

If the statements set forth above are not true in all material respects when made or if all such statements are not true at the time of Closing, Buyer shall be entitled to terminate this Agreement and receive a refund of its Deposit, provided that if, prior to Closing, Seller takes such steps as are necessary to render and in fact renders true a statement which was untrue when made, such termination shall be deemed rescinded and this Agreement shall continue as if such notice had not been given.

6.2 **Buyer's Warranties and Representations.**

Buyer warrants and represents to Buyer that the following statements ("**Buyer's Warranties**") are true as of the Effective Date. Wherever a statement is made "to the best of Buyer's knowledge", or words of like

import, such statement is limited to the actual present knowledge.

(a) Buyer is _____. Buyer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Buyer and constitutes its legal, valid and binding obligation enforceable against Buyer in accordance with their terms.

(b) There has not been filed by or, to Buyer's actual knowledge, against Buyer any petition in bankruptcy or other insolvency proceedings or proceedings for reorganization of Buyer or for the appointment of a receiver or trustee for all or any substantial part of Buyer's property, nor has Buyer made any assignment for the benefit of its creditors or filed a petition for an arrangement, or entered into an arrangement with creditors which has not, in each case, been terminated prior to the date of the Agreement.

If the statements set forth above are not true in all material respects when made with respect to Buyer, or are not true as of the time of Closing with respect to Buyer and any person or entity nominated by Buyer to take title in accordance with Section 9.1, a Buyer Default shall be deemed to exist hereunder and Seller may exercise any of the remedies set forth in Section 19.1, provided that if, prior to Closing, Buyer takes such steps as are necessary to render and in fact renders true a statement which was untrue when made, such termination shall be deemed rescinded and this Agreement shall continue as if such notice had not been given.

6.3 Inaccurate Representations.

If after the date hereof and prior to the Closing, either party obtains knowledge that any of the representations or warranties made herein by the other are untrue, inaccurate or incorrect in any material respect, then such party shall give the other party written notice thereof within five (5) Business Days of obtaining such knowledge and the party so notified shall have the opportunity to cure such matter prior to the date on which the Closing is otherwise scheduled to occur under this Agreement, including any extension thereof.

7. CLOSING DATE, TIME and PLACE

Unless this Agreement is sooner terminated in accordance with its terms, the deed conveying the Real Estate is to be delivered at 10:00AM on _____ (the "**Time of Closing**"). The Seller will in good faith cooperate with the Buyer and extend the Time of Closing for a reasonable period of time as may be necessary. The Closing shall take place at the _____ .

8. CONTINGENCIES TO CLOSING.

8.1 Buyer's Contingencies. Buyer's obligation to complete the Closing under this Agreement, are contingent upon the satisfaction of each of the following:

(a) Delivery of Documents. Delivery by Seller to Buyer of each of the documents listed in Section 10.1.

(b) Possession, Condition and Legal Compliance of Real Estate. The Real Estate is in compliance with the provisions of this agreement.

(c) Seller's Warranties. Seller's Warranties are true, accurate and not misleading in all material respects as of the Time of Closing;

(d) Absence of Seller Defaults. No Seller Default has arisen and remains outstanding at the Time of Closing.

8.2 **Seller's Contingencies**. Seller's obligation to complete the Closing under this Agreement, are contingent upon the satisfaction of each of the following:

(a) Payment of Purchase Price. Payment by Buyer or its nominee of the balance of the Purchase Price in accordance with the provisions of Section 3 above.

(b) Buyer's Warranties. Buyer's Warranties being true, accurate and not misleading in any material respect as of the Time of Closing;

(c) Absence of Buyer Defaults. No Buyer Default has arisen and remains outstanding at the Time of Closing.

9. CONVEYANCE; QUALITY OF TITLE; CONDITION OF REAL ESTATE

9.1 **Conveyance; Quality of Title.** The Real Estate is to be conveyed by a good and sufficient quitclaim deed (the "**Deed**") running to the Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least three (3) Business Days prior the Time of Closing. The Deed shall convey a good and clear record marketable and insurable title thereto, free from defects and encumbrances, except:

(a) Provisions of existing applicable building, zoning and other governmental laws, ordinances and regulations in effect on the date of delivery of the Deed;

(b) Such taxes for the then current year as are not due and payable on the date of the delivery of such Deed;

(c) Any liens for municipal betterments assessed after the date of this Agreement;

(d) Any defects, easements, liens, restrictions, encumbrances, encroachments, agreements or other matters of record which constitute Permitted Exceptions as provided in Section 5.2.

(e) All matters which would be revealed or disclosed by a survey (if Buyer does not obtain a Survey) or by a physical inspection of the Real Estate.

The excepted matters referred to in clauses (a) through (e) inclusive of this Section 9.1, are referred to in this Agreement as the "**Permitted Exceptions**".

If the Deed refers to a plan necessary to be recorded herewith, the Seller shall deliver such plan with the Deed in form adequate for recording or registration. The Deed shall be in form sufficient to entitle the Buyer to a Certificate of Title of the Real Estate, and the Seller shall deliver with the Deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title.

9.2 **Voluntary Encumbrances; Use Of Purchase Money To Clear Title**.

Any other provision of this Agreement to the contrary notwithstanding, the term "Permitted Encumbrance" shall not include any mortgage or other voluntary monetary encumbrance given or assumed by Seller, all of which Seller shall payoff and, except as provided in the following sentence, cause to be discharged, on or before Closing. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the purchase money or any portion thereof to clear the title of any or all Title Objections, provided that all instruments so procured are recorded simultaneously with the delivery of the Deed, or, with respect to institutional mortgages, subsequent to Closing in accordance with customary conveyancing practice in the Boston, Massachusetts area.

9.3 **Possession and Condition of Premises**. Full possession of said Real Estate shall be

delivered at the Time of Closing, the Real Estate to be then (a) in the same condition as on the Effective Date, reasonable use and wear and damages resulting from the actions of Buyer or anyone acting on behalf of Buyer excepted, and (b) in compliance with provisions of any instrument referred to in Section 10.1, unless the noncompliance constitutes a Title Objection, which has become a Permitted Exception in accordance with Section 9.1.

9.4 Extension to Cure Title or Make Premises Conform.

9.4.1 Extension of Time of Closing. If Seller is unable, at the Time of Closing, to give title or to make conveyance, or to deliver possession of the Real Estate, all as herein stipulated, or if, at the Time of Closing, the Real Estate does not conform with the provisions hereof (collectively, "**Surviving Objections**"), then the Time of Closing shall be extended for sixty (60) days and Seller shall use reasonable efforts to remove and Cure any Surviving Objections, provided that Seller shall not be required to incur any costs and expenses, including legal fees, to remove and cure any Surviving Objections in excess of Five Thousand ($5,000.00) Dollars in the aggregate, including any amounts previously expended by Seller to Cure Title Objections in accordance with Section 5.2. Notwithstanding the foregoing, if Seller has removed and Cured all Surviving Objections prior to the Time of Closing as extended as aforesaid, Seller shall give written notice to Buyer, accompanied by such documents and information reasonably necessary to establish that Cure has been effected and setting a Business Day, not less than ten (10) or more than fifteen (15) Business Days after Seller's notice, as the Time of Closing.

9.4.2 Effect of Failure to Cure. If, at the expiration of the extended time, Seller has failed to remove and Cure any Surviving Objections pursuant to this Section 9, such failure shall not constitute a Seller Default as provided in Section 19.2, but Buyer may elect to terminate this Agreement by written notice to Seller not later than the extended Time of Closing, in which event, the Deposit, with interest earned thereon, shall be returned to Buyer forthwith, all obligations hereunder except those which are specifically stated to survive termination, shall terminate, and this Agreement shall be otherwise void and without recourse to either Party; provided that Buyer shall have the election, at either the original or extended Time of Closing, to accept such title as Seller can deliver to the Real Estate (any existing Title Objections to thereafter be deemed Permitted Exceptions) in its then condition and to pay therefor the Purchase Price, without holdback, offset or deduction, in which case Seller shall convey such title to the Real Estate in its then condition, and provided further that, (i) if any portion of the Real Estate shall have been taken by exercise of the power of eminent domain, Seller shall pay over or assign to Buyer at Closing all awards recovered or recoverable on account of such taking, less any amounts reasonably expended by Seller in obtaining such award, (ii) if the Real Estate shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller has previously restored the Real Estate to its former condition, pay over or assign to Buyer at Closing, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by Seller in the collection thereof or for partial restoration.

9.5 Environmental Conditions. 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 **(together, "Costs and Liabilities")**, except to the extent that any such Costs and Liabilities are directly attributable to a release of such hazardous substances or materials caused by Seller during the period of its ownership of the Real Estate.

10. CLOSING DELIVERIES

10.1 **Seller's Closing Deliveries.** In addition to the Deed, Seller shall, as a condition of Buyer's obligations to Close under this Agreement, deliver to Buyer or its nominee at the time of the Closing, at Seller's sole cost and expense, the following documents duly executed and acknowledged as provided therein in form and substance reasonably satisfactory to Buyer:

(a) Evidence reasonably satisfactory to Buyer's Title Company of the authority of persons executing this Deed and the other documentation to be executed and delivered by Seller hereunder;

(b) Such customary affidavits and indemnities as Buyer's Title Company may reasonably require in order to issue so-called owner's title insurance policies insuring Buyer's title to the Real Estate without any exception for mechanics' or materialmen's liens attributable to Seller or persons acting on Seller's behalf or for parties in possession;

(c) Seller's certification, pursuant to the provisions of Section 1445 of the Internal Revenue Code of 1986, as amended, as to the status of Seller as a "nonforeign person" or corporation, as the case may be, thereunder, (provided, however, that if such certification shows any ownership interest in the Property that requires withholding of a portion of the Purchase Price by Buyer pursuant to the provisions of said Section 1445, Seller agrees that the amount of any such required withholding shall be withheld from the Purchase Price and Buyer agrees to comply with all requirements of said Section 1445 with respect to such withholding);

(d) A certification by Seller that Seller's Warranties are true complete and accurate in all material respects as of the Time of Closing;

(e) All proper documents for the assignment of any insurance or condemnation proceeds which are to be assigned in accordance with Section 9.4.2 above, if any;

(f) A settlement statement setting forth the Closing Adjustments, amounts due and other customary matters regarding the Closing in accordance with the terms of this Agreement, mutually satisfactory to Seller and Buyer (the "**Settlement Statement**").

In the event that Seller cannot, after using all reasonable efforts, deliver to Buyer one or more of the foregoing instruments at the Time of Closing, then, at Buyer's option, exercised by notice in writing to Seller not later than the Closing, the Time of Closing shall be extended for thirty (30) days, and Seller shall use all reasonable efforts to deliver such instrument(s). If, at the expiration of the extended time, Seller shall be unable, after using all reasonable efforts, to deliver one or more of such instruments, then, at Buyer's option, exercised by notice in writing to Seller not later than the extended Time of Closing, Buyer shall either **(i)** waive Seller's failure to so deliver such instrument(s) and close as otherwise contemplated hereunder, without holdback, offset or deduction from the Purchase Price or **(ii)** terminate this Agreement, by written notice to Seller not later than the extended Time for Closing, in which event, the Deposit, with interest earned thereon, shall be returned to Buyer forthwith, all obligations hereunder except those which are specifically stated to survive termination, shall terminate, and this Agreement shall be otherwise void and without recourse to either Party.

10.2 **Buyer's Closing Deliveries.** In addition to the balance of the Purchase Price, as affected by Closing Adjustments and other applicable terms of this Agreement, paid in accordance with Section 3 above, Buyer shall, as a condition of Seller's obligation to Close under this Agreement, deliver to Seller a counterpart of the Settlement Statement.

11. ADJUSTMENTS.

At the time of Closing, the Purchase Price shall be adjusted based upon the following procedures, and such adjustments (the "**Closing Adjustments**") shall be added to or deducted from the Purchase Price, as appropriate:

(a) Real estate tax payments, water and sewer charges, operating expenses (if any) and other utility costs of the Real Estate shall be apportioned as of the Closing, and shall be added to or deducted from the Purchase Price, as appropriate. Seller shall be responsible for requesting a final reading for water or any other metered utilities and shall pay the same through the Time of Closing. If final real estate taxes for the then current tax year are not known on the Time of Closing, the apportionment of real estate taxes called for herein shall be made on the basis of the real estate taxes for the preceding tax year, and an appropriate adjustment shall be made when such real estate taxes are known. If the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable third party costs of obtaining the same, shall be apportioned between the parties.

(b) Seller will receive a credit against the Purchase Price for all interest accrued on the Deposit, if any.

(c) The provisions of this Section 11 shall survive the Closing. In the event any prorations or apportionments made under this Section 11 shall prove to be incorrect for any reason, then either Party shall be entitled to an adjustment to correct the same so long as said correction is requested within sixty (60) days of the Closing. Any item which cannot be finally prorated because of the unavailability of the information shall be provisionally prorated on the basis of the best data then available and re-prorated when the information is available.

12. TRANSACTION COSTS.

Buyer shall pay all closing and transaction costs customarily paid by a purchaser of properties similar to the Real Estate in the Boston, Massachusetts area, including, without limitation, if any, recording fees (except as hereafter provided), Buyer's attorneys' fees, all costs of Buyer's due diligence investigations, the premium and any other costs incurred in connection with Buyer's title insurance policy, the cost of Buyer's Survey, the costs of municipal lien certificates and utility readings, and any other costs and expenses specifically assigned to Buyer under this Agreement. Seller shall pay all closing and transaction costs customarily paid by a seller of properties similar to the Real Estate in Boston, Massachusetts, including, without limitation, Seller's attorneys' fees, Real Estate Documentary Tax Stamps, all costs of Curing any Title Objection which Seller is required to Cure (subject to the provisions of Sections 5.2 and 9.4.1) and the cost of recording any documents required to be recorded in connection therewith, the Broker's commission payable to Seller's Broker, if any, identified in Section 14 below, pursuant to the terms of Seller's agreement with such Broker and any other costs and expenses specifically assigned to Seller under this Agreement.

13. ACCEPTANCE OF DEED.

The acceptance of the Deed by the Buyer or its nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after or survive the delivery of said Deed.

14. BROKER'S FEE.

N/A

15. BROKERAGE WARRANTY AND INDEMNITY.

Buyer and Seller each warrant and represent to the other that they have not dealt with any broker or other person who would be entitled to any payment in the nature of a brokerage commission or finders fee (a "**Brokerage Commission**") in connection with the Property or the transaction set forth in this Agreement and agrees to hold the other harmless and indemnified against any claim for a Brokerage Commission by any person with whom they have dealt in breach of the foregoing warranty.

16. BROKER'S WARRANTY.

N/A

17. BROKER AS PARTY.

N/A

18. DEPOSIT ESCROW PROVISIONS.

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 premises, 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 P&S pending instructions mutually given by the Town and Buyer.

19. DEFAULTS AND REMEDIES

19.1 Buyer Defaults; Seller's Remedies. If the Buyer shall fail to fulfill the Buyer's agreements herein and fail or refuse to Close and to pay the Purchase Price as and when required hereunder, (a "**Buyer Default**", which term shall also include a Buyer Default arising under Section 22.18 below), this Agreement shall automatically terminate and all Deposit made hereunder by the Buyer, with interest accrued thereon, shall be paid over and disbursed to Seller as liquidated damages, and which shall be Seller's sole remedy, at law or in equity, for Buyer's Default hereunder.

19.2 Seller Default, Buyer's Remedies. If Seller shall fail to fulfill the Seller's agreements herein, other than by reason of Buyer's fault or other reasons beyond Seller's control (a "**Seller Default**"), then, as Buyer's sole and exclusive remedy in such event, Buyer shall have the right: **(i)** to terminate this Agreement by written notice to Seller and to obtain the return of the Deposit; or **(ii)** to seek to compel Seller to convey the Property to Buyer in accordance with the terms of this Agreement in return for payment by Buyer to Seller of the full Purchase Price required hereunder, without offset or deduction, provided that Buyer shall give notice to Seller to terminate this Agreement or shall file suit to compel conveyance hereunder within thirty (30) days of the date of Seller's alleged breach.

20. NOTICES

All notices required or permitted to be given hereunder shall be in writing, shall be delivered **(a)** in hand, evidenced by written receipt signed by the individual addressee **(b)** by a nationally-recognized overnight courier, such as FedEx or UPS, which provides confirmation of delivery, **(c)** by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, or **(d)** by facsimile, evidenced by facsimile machine hard copy confirmation of successful transmission, provided that a copy is simultaneously delivered by a method described in (a), (b) or (c) above. Notices given in accordance with the foregoing shall be deemed duly given and received: if delivered in hand, upon delivery, or if delivered by overnight courier or mail, when received or when delivery is first properly attempted, or if sent by facsimile, upon confirmation of transmission, if a copy is delivered as aforesaid. All such notices shall be addressed as follows:

If to SELLER:

Town of Maynard
195 Main Street
Maynard, MA

With a copy to:

Lisa L. Mead
Mead, Talerman & Costa LLC
30 Green Street
Newburyport MA 01950
lisa@mtclawyers.com

If to BUYER :

Any of the foregoing notice addressees may change its notice address by notice to all other notice addressees given in accordance with this Section 20.

21. {DELETED}

22. MISCELLANEOUS

22.1 Amendments. This Agreement may not be amended, modified, extended, revised or otherwise altered, nor may any Party hereto be relieved of any of its liabilities or obligations hereunder, except by a written instrument duly executed by both Parties. Any such written instrument entered into in accordance with the provisions of the preceding sentence shall be valid and enforceable notwithstanding the lack of separate legal consideration therefor.

22.2 Governing Law. This Agreement is made pursuant to and shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts and the laws of the United States as applied in the Eastern District of Massachusetts, without reference to any principals of conflict or choice of laws which might dictate the application of the law of some other jurisdiction.

22.3 Headings and References. The title of this Agreement and the Section and other headings used in this Agreement have been inserted for convenience of reference only, are not part of the Parties' agreement, shall not be deemed in any manner to modify, expand, explain or restrict any of the provisions of this Agreement and are not intended to have any legal effect. Accordingly, no reference shall be made to any such title or heading for the purpose of interpreting, construing or enforcing any of the provisions of this Agreement.

22.4 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their successors in interest, heirs, legal representatives, and any permitted assigns.

22.5 Integration. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, offers, counteroffers, agreements and understandings of the parties regarding said subject matter, whether written or oral, including, without limitation, the Request for Proposals and Buyer's response thereto, all of which are hereby merged into and superseded by this Agreement.

22.6 Number and Gender, Section References. All words used in this Agreement in the singular

shall extend to and include the plural and all words used in this Agreement in the plural number shall extend to and include the singular, where the context so requires. All words used in this Agreement in any gender, whether male, female or neuter, shall extend to and include any and all genders as may be applicable in any particular context. The word "**Section**", when used in this Agreement shall mean the numbered Sections of this Agreement unless a contrary intent is explicitly stated.

22.7 Construction. Each of the Parties acknowledges and agrees that they have fully read and understood the terms of this Agreement in consultation with competent counsel selected by them and that this Agreement has been negotiated with the advice of counsel and agree that neither this Agreement in its entirety nor any provision thereof shall be construed or applied more strictly against one Party than against the other by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Seller and Buyer and their respective counsel have fully participated in the preparation of this Agreement.

22.8 Waiver. Except as expressly provided herein, no waiver by any Party of any failure or refusal of the other Party to comply with its obligations under this Agreement shall be deemed a waiver of any other subsequent failure or refusal to so comply by such other Party of the same or any other provision of this Agreement. No waiver shall be valid unless in writing signed by the Party to be charged and then only to the extent specifically stated therein.

22.9 Severability. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

22.10 Parties Not Partners. Nothing contained in this Agreement or any of the documents or instruments to be executed pursuant hereto shall constitute any one or more of Buyer and its officers, directors, successors, as partners with, agents for, or principals of, any one or more of Seller and its officers, managers, members, successors and assigns.

22.11 Business Day. The term "**Business Day**", as used in the Agreement, means any day except a Saturday, a Sunday, a day on which State or Federally chartered banks are required to close in the Commonwealth of Massachusetts or a day on which the Middlesex South Registry District of the Land Court is not open for the filing and registration of documents. If any payment to be made or obligation to be performed hereunder is to be made or performed on a day other than a Business Day, it shall be deemed to be made or performed in a timely manner if done on the next succeeding Business Day.

22.12 No Third Party Beneficiaries. This Agreement and the representations, warranties, covenants and agreements contained herein are made and entered into for the sole protection and benefit of the Parties hereto and their successors in interest, if any, and no other person, persons, entity or entities shall have any right of action hereon or right to claim any right or benefit from the terms contained herein or be deemed a third part beneficiary hereunder.

22.13 Time of the Essence. Time is of the essence in the performance of each of the Parties' respective obligations contained herein.

22.14 IRS Real Estate Sales Reporting. Buyer and Seller hereby agree that Buyer's attorneys shall act as "the person responsible for closing" the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Internal Revenue Code of 1986, as amended, and that Buyer's attorneys shall

prepare and file the information return (IRS Form 1099-B) if required by said Section 6045(e).

22.15 **Assignment.** Buyer shall not assign this Agreement or its rights and obligations hereunder without the express prior written consent of Seller which may be withheld for any reason, provided that Buyer may assign this Agreement to any corporation or other entity that directly or indirectly controls, or is controlled by, or is under common control with Buyer without the consent of Seller, but Buyer shall promptly provide to Seller written notice of such assignment together with a written assumption by assignee of the obligations of Buyer hereunder. No such assignment shall release Buyer from its obligations hereunder.

22.16 **No Personal Liability.** In no event shall any officer, director, trustee, manager, shareholder, member, employee or agent of Seller or Buyer have any personal liability hereunder.

22.17 **Submission Not an Offer.** The submission of this Agreement or any proposed amendment or modification to the Agreement, or supplementary agreement affecting this agreement by one of the Parties to the other for review and execution shall not be deemed an offer by Seller to sell the Property or by Buyer to buy the Property or to be bound by the terms or enter into any such amendment, modification or supplementary agreement. Neither this Agreement nor any such amendment, modification or supplementary agreement shall be binding upon or control the actions of either Party in any manner until each Party has executed and delivered to the other an original executed counterpart.

22.18 **No Recording.** Buyer shall not record this Agreement or a copy, memorandum or notice thereof or cause or permit this Agreement or a copy, notice or memorandum thereof to be recorded. Any breach of the provisions of this Section shall constitute a Buyer's Default, without notice or opportunity to cure, and immediately upon such recording or at any time thereafter Seller shall be entitled to exercise any and all of its rights and remedies applicable to a Buyer's Default.

23. AGREEMENT.

This Agreement may be executed in counterparts and as so executed shall constitute one complete agreement.

TEXT OF AGREEMENT ENDS HERE

Signature Page Follows

Executed as an instrument under seal as of the Effective Date.

BUYER:

By: _____
By: _____
By: _____
By: _____
By: _____

ESCROW AGENT:

As to Section 18 and 20 only

By: _____

SELLER:

Town of Maynard

By: _____

By: _____

By: _____

Its Board of Selectmen

EXHIBIT A
PLAN OF LAND

EXHIBIT B
LIST OF AGREEMENTS

If none, please state "none".

Appendix M Checklist

APPENDIX M: CHECKLIST FOR PROPOSERS

TOWN OF MAYNARD
REQUEST FOR PROPOSALS (RFP)
Disposition of Coolidge Building, 12 Bancroft Street

Checklist for Proposers

(For reference purposes only, does not need to be included with proposal documents)

1) Cover Letter
2) Price Proposal Form
3) Development Plan/Closing Date
    - Narrative of proposed use of premises
    - Floor plans for each level of the building
    - Exterior elevation drawings (if exterior changes are made)
    - Proposed closing date
4) Proposed Lot Line
5) Site Plan
6) Historic Preservation Plan
7) Proposal Security Deposit
8) References
9) Form 1: Certificate of Non-Collusion
10) Form 2: Certificate of Tax Compliance
11) Form 3: Certificate of Authority
12) Form 4: Real Property Disclosure
13) Financing Information, and if applicable, Loan Commitment

Deposit

If this check is lost or stolen, a sworn statement and waiting period is required for reissue.

53-7133
2113

No. 325691

Date: September 26, 2019

Pay to the Order of Town of Maynard

Amount $*******5,000.00

Five Thousand and 00/100**********

DOLLARS

TREASURER CHECK

NON-NEGOTIABLE

Memo

Authorized Signature

The Lowell Five Cent Savings Bank North Chelmsford Branch

CUSTOMER COPY PLEASE DETACH BEFORE DEPOSITING AND RETAIN FOR YOUR RECORDS

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

If this check is lost or stolen, a sworn statement and waiting period is required for reissue.

LowellFive The Relationship Bank

VOID VOID VOID

53-7133
2113

No. 325691

Date: September 26, 2019

Pay to the Order of Town of Maynard

Amount $*******5,000.00

Five Thousand and 00/100**********

DOLLARS

TREASURER CHECK

VOID

Authorized Signature

Memo North Chelmsford Branch

⑈325691⑈ ⑆211371337⑆ 1000000016⑈

TOWN OF MAYNARD
OFFICE OF THE TOWN ADMINISTRATOR
MUNICIPAL BUILDING
195 Main Street
Maynard, MA 01754
Tel: 978-897-1375 Fax: 978-897-8457
www.townofmaynard-ma.gov

ADDENDUM #1

Procurement: **Request for Proposals (RFP) for the Purchase and Adaptive Reuse of the Calvin Coolidge School, 12 Bancroft Street**

Date: August 23, 2019

This Addendum shall be considered part of the RFP for the above mentioned Project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this ADDENDUM shall govern and take precedence.

1. Proposal Due Date is extended until October 3, 2019.
   Sealed proposals must be submitted by 2:00pm on Thursday, October 3, 2019.

   Proposal Process and Schedule changes in accordance with Addendum:

Deadline for proposal submission	October 3, 2019 Sealed proposals due by 2:00 p.m.
Opening and preliminary review of proposals	October 3, 2019
Interview developers (optional)*	October 8-9, 2019
Completion of evaluation/scoring of proposals*	October 9-10, 2019
Select winning proposal and public announcement of proposal selection*	October 10, 2019
Special Town Meeting vote to authorize Board of Selectmen to sell property	October 28, 2019
Purchase and Sale (P&S) Agreement completed*	November 27, 2019
Closing of sale*	By January 27, 2019

*An asterisk denotes estimated dates.

--- End of Addendum One ---

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE QUOTE SHEET:

Company Name _____

Contact Person Jocelyn Eriksen

Signature _____

Date 9/30/19

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www.townofmaynard-ma.gov

ADDENDUM #2

Procurement: Request for Proposals (RFP) for the Purchase and Adaptive Reuse of the Calvin Coolidge School, 12 Bancroft Street

Date: August 27, 2019

This Addendum shall be considered part of the RFP for the above mentioned Project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this ADDENDUM shall govern and take precedence.

1. Section II: Proposal Process and Schedule:
   a. Replace January 27, 2019 to January 27, 2020 in the schedule table.
   b. Accessing the Historic Calvin Coolidge School Adaptive Reuse RFP Packet:
      The paper RFP packet may be obtained between 8:00 a.m. and 4:00 p.m. (Monday, Wednesday and Thursday), 8:00 a.m. to 7:00 p.m. (Tuesday) and 8:00 a.m. to noon (Friday).
   c. Proposal Submission Deadline:
      i. The successful proposer must be prepared to enter into the attached purchase and sale agreement within thirty (30) days of Maynard's Special Town Meeting, which will be held on October 28, 2019.
      ii. At this October 28 Special Town Meeting, residents will vote on whether or not to allow the Board of Selectmen to adjust the property dimensions to be sold to fit with the best proposal and to sell the property.
2. Section III: The Property
   a. Conceptual Lot Layout:
      i. Replace the conceptual lot layout shown on page 7 and also in Appendix B, as well as the Town of Maynard website link to the conceptual lot layout shown on those pages and in Appendix A (item d), with the revised conceptual lot layout shown in Attachment A ("Conceptual lot layout dated August 20, 2019") to this Addendum (#2). This revision takes topography into account so that sledding hill remains intact. It also provides more space for emergency vehicles to access rear of building.
      ii. Replace aerial view with new aerial view shown in Attachment B ("Aerial View") to this Addendum (#2).
      iii. The proposer shall fully engineer and permit the site plan, through the Town and any other applicable agency, including, but not limited to: fully developing a set of design plans, ensuring that the parking and site dimensions are included, both for the developer and the Town parking, overlook area and paths. The developer shall bear the expenses associated with creating the aforementioned site plans, as well as the costs for the creation of an ANR lot through the Town Planning Board.

b. Zoning:
The Town will request Planning Board approval of multi-family residences up to ten (10) units, as well as educational uses such as a non-profit school or non-profit childcare center. Additionally, the Zoning Board of Appeals (ZBA) waivers for property setbacks, lot dimensional requirements, number of required parking spaces, and parking lot setbacks will be requested by the Town.

The Town reserves the right to place deed restrictions pertaining to the following:
Any increase in impermeable surface area, regrading of the parking areas, inclusion of new parking areas, or additions/changes to height of hillside must include plans to improve drainage and storm water runoff for impacted Town-owned lots (e.g., Coolidge Park Playground) and consideration for adjoining private property.

3. Section IV: The Building
Current Status
The town contracted with D.P. Carney Construction, Inc. for roof repair to be concluded in November 2015 that included the following in its scope:
   a. Strip back slate shingles from multiple valley locations located on the roof.
   b. Remove existing damaged copper valleys.
   c. Fabricate and install new copper valleys to replace original valleys.
   d. Re-slate and watertight valley areas.
   e. Install ice and water barriers.
   f. Remove damaged slate hips and ridges from the roof.
   g. Fabricate and install new slate hips and ridges.
   h. Replace damaged slate where necessary to correct roof leaks.
   i. All new slate shingles to be installed must be similar in color and texture to those currently installed on the building.
4. Appendix C
Original architectural drawings of the Coolidge School are on file at the state archives. The Town of Maynard has a digital photos of several of the drawings, which may be requested by contacting Greg Johnson at GJohnson@townofmaynard.net.
5. Appendix E
4. Preservation of Historic Features
Note: The only difference between this advantageous rating and the highly advantageous rating is that the advantageous rating permits skylights and solar panels in plane with the roof on any portion of the roof (rather than simply the eastern facing roof, for the highly advantageous rating).

--- End of Addendum Two ---

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW
AND ATTACHING THE SIGNED ADDENDUM TO THE QUOTE SHEET:

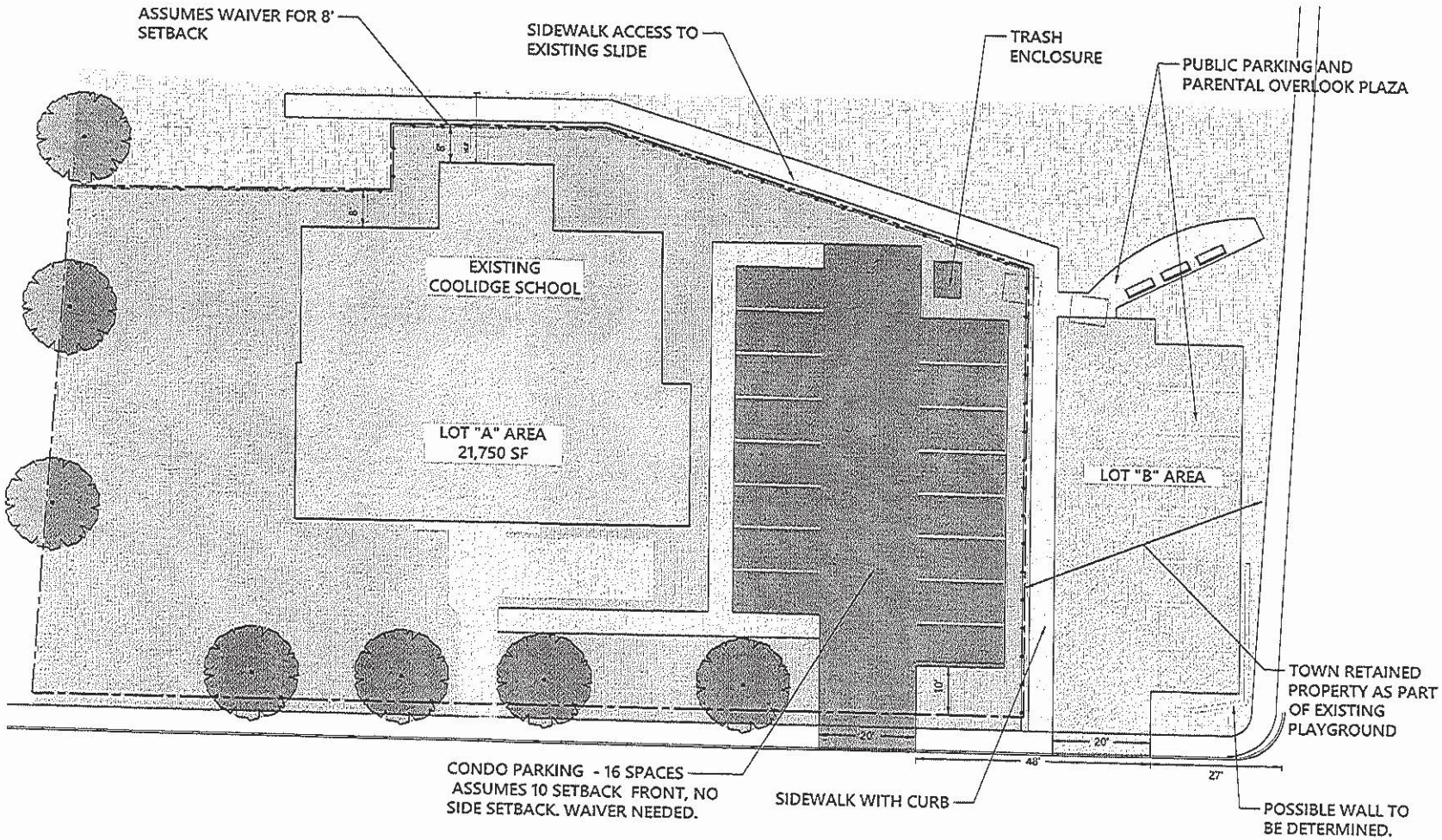
Company Name _____

Contact Person Walter Erikson

Signature _____

Date 9/30/19

Attachment A



PUBLIC PARKING PARALLEL TO ELMWOOD; WAIVERS NEEDED

Coolidge School

Conceptual Lot Layout

Bancroft Street, Maynard, MA

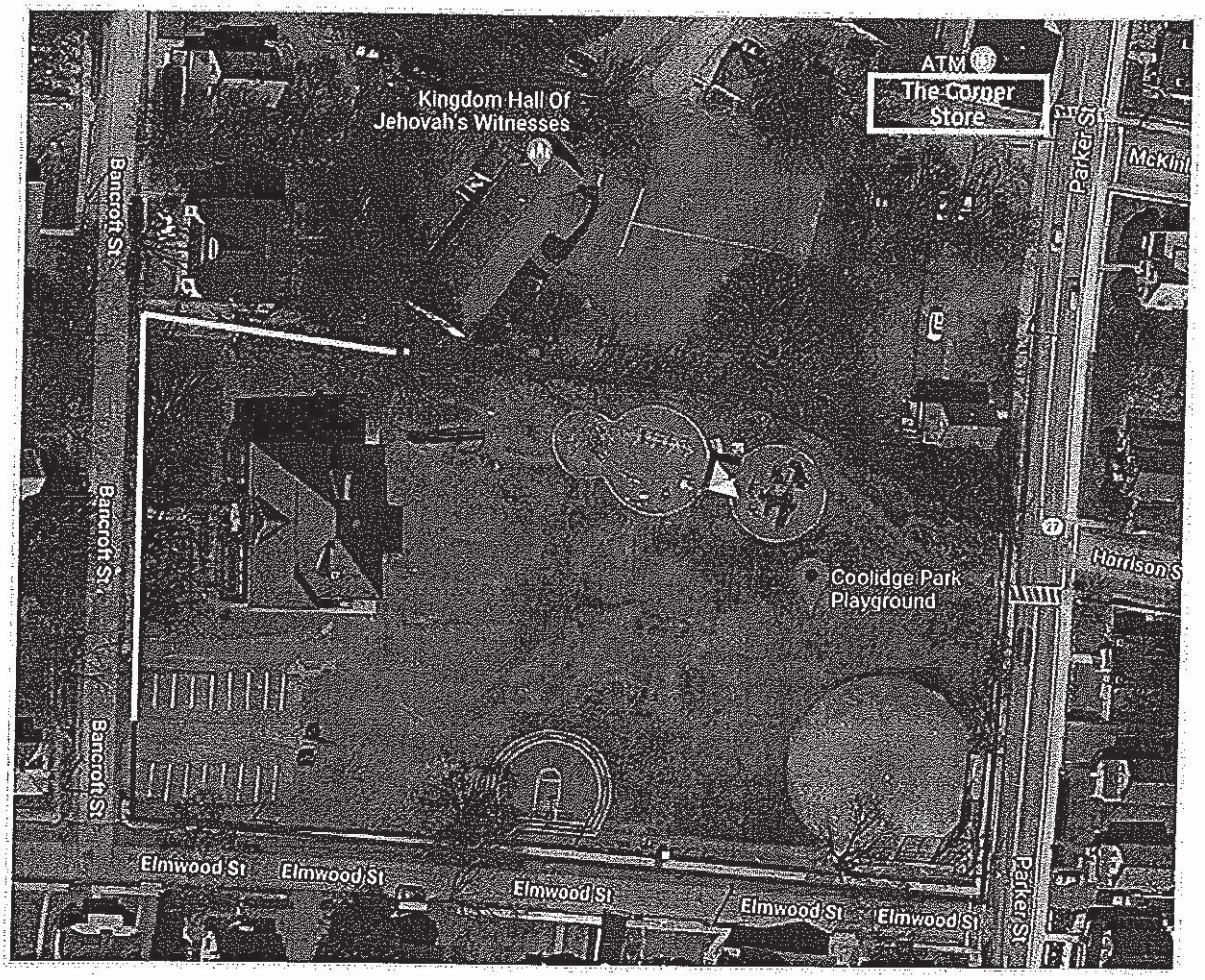
Date: August 20, 2019

0 10 20 40 Feet

vhb

Attachment B

Aerial View



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ADDENDUM #3

Procurement: **Request for Proposals (RFP) for the Purchase and Adaptive Reuse of the Calvin Coolidge School, 12 Bancroft Street**

Date: September 16, 2019

This Addendum shall be considered part of the RFP for the above mentioned Project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this ADDENDUM shall govern and take precedence.

1. Section VII: Redevelopment Options

Replace the current section VII: Redevelopment Options with the following:
Preferred property adaptive reuse plans could be one or more of the following:

- Residential units/condominiums sold at market rate;
- Residential units/condominiums sold at market rate, with one or more units designated as affordable housing units in perpetuity -or- with one or more units designated as senior citizen housing;
- Residential units/condominiums, with each individual unit to be sold as an affordable housing unit in perpetuity;
- Rental apartment units, with one or more units designated as affordable housing in perpetuity -or- with one or more units designated as senior citizen residences;
- Co-housing is allowed, since it is a variation of multi-family housing.
- Nonprofit educational uses, such as a school or childcare center;
- Any type of residential or educational use noted above, with space set aside for rental to a nonprofit organization or government agency serving children, senior citizens, families, or the Town's recreational, cultural, or historical needs.

Refer to Appendix E, Detailed Comparative Evaluation Criteria for Use by Proposal Raters, for insights regarding how the number of residential units, or other allowable uses, will be rated.
Refer to the Inclusionary Housing section of the Town of Maynard Zoning By-Laws at https://www.townofmaynard-ma.gov/wp-content/uploads/2018/11/maynard-zoning-bylaws-201805.pdf for information on the number of affordable housing units required by project size.

2. Section X: Evaluation Criteria
   a. Replace the current evaluation criteria 1 as follows:
      1. ***Degree to which the proposal converts the Coolidge School to new uses within the current footprint of the existing building or its adjusted equivalent.***

The ability of the developer to make the financially viable conversion of Coolidge into a maximum of twelve (12) residential units within the existing footprint, façade, and roof of the building. Educational uses such as a non-profit school or non-profit childcare center are also welcomed reuses of the building.

3. Appendix E: Detailed Comparative Evaluation Criteria for Use by Proposal Raters
   a. Replace the current comparative evaluation criteria 1, and associated rating levels, as follows:
      1. ***Degree to which the proposal converts the Coolidge School to new uses within the current footprint of the existing building or its adjusted equivalent.***
      The ability of the developer to make the financially viable conversion of Coolidge into a maximum of twelve residential units within the existing footprint, façade, and roof of the building. Educational uses such as a non-profit school or non-profit childcare center are also welcomed reuses of the building.

      A Highly Advantageous rating will be given to a bidder whose proposal contains between six (6) and eight (8) residential units. This rating will also be given to proposals that contain nine (9) or ten (10) units, provided that one or more of the following standards are also met:
      - a minimum of two units are set aside for senior citizen residences -or-
      - the number of affordable housing units included goes beyond the minimum number required.

      An Advantageous rating will be given to a bidder whose proposal contains four (4) or five (5) residential units. A nine (9) or ten (10) unit residential proposal will fall into this rating level if one or more of the following standards are also met:
      - fewer than two senior citizen residences are included -or-
      - the number of affordable housing units meets the minimum number required.

      Institutions such as a non-profit school or non-profit childcare center will also be ranked at this level.

      A Less Advantageous rating will be given to a proposal that contains three (3) or fewer residential units. Proposals containing more than ten (10) units will be rated at this level, provided that a minimum of two (2) units are designated as:
      - senior citizen residences only -or-
      - affordable housing units.

      Nonprofit organizations that are not an educational institution or childcare center will be rated at this level.

      A Not Advantageous rating will be used for a proposal that cites another allowed use, per the Maynard Zoning Bylaws for General Residential zoning allowed uses table. This rating level will also be used for proposals of more than ten (10) residential units that do not meet the criteria outlined in the Less Advantageous rating section above.

--- End of Addendum Three ---

Addendum Three

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE QUOTE SHEET:

Company Name _____

Contact Person WALTER ERICSEN

Signature _____

Date 9/30/19