

**Developer Designation Agreement**  
**Between**  
**The Town of Templeton and**  
**MPZ Development LLC**

**THIS AGREEMENT** is entered into as of the “Effective Date” of this Agreement (as herein defined) by and between **MPZ Development LLC**, a Massachusetts limited liability corporation (“**MPZ**”) and the Town of Templeton, Massachusetts, a Massachusetts municipal corporation acting by and through its Board of Selectmen (the “**Town**”) (collectively, the “**Parties**”).

**WHEREAS**, the Town is the legal owner of the parcels of land generally known as and numbered 16 School Street, Templeton, Worcester County, Massachusetts, as more particularly shown on Exhibit A-1 (the “**Property**”), on which is currently located the Baldwinville Elementary School (the “**School Building**”);

**WHEREAS**, the Property has recently been decommissioned as a public school and declared surplus property of the Town;

**WHEREAS**, a Revised Request for Proposals (“**RFP**”) for Reuse of Baldwinville Elementary School was issued on February 12, 2020, inclusive of four (4) addendums added during March 2020;

**WHEREAS**, on March 31, 2020 MPZ submitted a response to the RFP (the “**RFP Response**”) and proposed to develop, rehabilitate, design, and construct at the Property a housing development consisting of approximately 50 apartment units, no more than ninety (90) percent of which shall be affordable units eligible for low income housing tax credits and the remainder of the units shall be “market rate” units, all substantially in accordance with the RFP Response as presented to the Town and attached hereto as Exhibit B, as may be amended by this Agreement and by further mutual written Agreement of the Parties, and in accordance with all applicable state and federal laws, regulations and guidance (the “**Proposed Project**”);

**WHEREAS**, the Town has accepted MPZ’s RFP Response in order to facilitate the sale of the Property for MPZ to develop the Property into the Proposed Project; and

**WHEREAS**, the Town and MPZ intend to cooperate and collaborate to secure the necessary local, state and federal approvals and resources required to develop the Proposed Project and create an apartment community that is attractive and a community asset that once again contributes to the Town’s growth and development.

**NOW, THEREFORE**, in consideration of the covenants and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## I. SALE OF THE PROPERTY

The Town and MPZ have agreed, pursuant to the terms of this Agreement, together with all Exhibits attached hereto, the terms of which are specifically incorporated herein by reference, that (a) the Town shall sell and convey to MPZ and (b) MPZ shall purchase from the Town, the Property, further described in Exhibits A and B attached hereto, for Five Hundred Thousand Dollars (\$500,000.00), in accordance with the terms and provisions set forth in Exhibit A.

## II. PROPERTY DEVELOPMENT

A. Designation of Developer: The Town hereby designates MPZ as the developer of the Proposed Project for the Property.

B. Development and Future Use of the Property: MPZ agrees to develop the Proposed Project at the Property. All of the affordable apartment units shall meet the Commonwealth's definition of an affordable unit as defined by the Department of Housing and Community Development.

C. Obligations of MPZ: MPZ shall have the following obligations with respect to the development of the Property:

1. MPZ agrees to develop the Proposed Project at the Property as described in Section II B above. In addition:

a. The construction/rehabilitation will be performed in a manner which will preserve, insofar as practical, the historical qualities of the exterior portion of the Property as it now exists. MPZ intends to have the Proposed Project qualify for federal and state historic tax credits, which means the historic integrity of the School Building must be maintained, and the design and construction of the Proposed Project must be consistent with the Department of the Interior National Park Service ("NPS") and the Massachusetts Historical Commission ("MHC") rehabilitation, design and other requirements (collectively, the "Historic Requirements").

b. MPZ shall, at its own expense, remove the fire horn on the roof of the Property and deliver same to the Town upon request and at a date and time that the Town will determine, so long as such removal is not inconsistent with the Historic Requirements.

c. MPZ shall reserve to the Town, at a location to be determined by the Town but directly adjacent to the School Street public way, 30 square feet of land for the purpose of the Town to install and maintain a bench and/or historic marker to recognize that the Property previously served as a school, so long as this is not inconsistent with the Historic Requirements.

d. MPZ shall maintain the 30 square feet of land and the bench and/or historic marker described above. Additionally, MPZ shall maintain the approximately 16 Town-owned parking spaces on School Street directly across from the Property which will be licensed to MPZ for the Proposed Project and the right of way access for the owners of 12 School Street. The Town shall reserve for itself a 15 foot right of way located southwest from Cottage Street along the eastern boundary of Parcel 407, and shown in red on Exhibit A-1, to be used as a walking, bicycling, or recreation trail open to the public, or as an underground public utility easement (the



“Recreation Trail”). The fee in the Recreation Trail shall be conveyed to MPZ. MPZ shall be responsible for the maintenance of the Recreation Trail. The location of the Recreation Trail is subject to clarification and modification during the development process. The Town believes that the location it has selected for the Recreation Trail is superior to any other location on the Property. The Town acknowledges that the location of the Recreation Trail also creates challenges to the development of the Property as described above. Therefore, the parties agree to work in good faith to relocate or to narrow the Recreation Trail should it prove to be a significant obstacle to the development of the Property as described above. Given the importance of determining the final location of the new building which is part of the Proposed Project, the parties agree to make any changes to the location of the Walking Trail during the Due Diligence Period.

2. MPZ shall organize and maintain a team of development professionals (“the Team”) skilled in all aspects reasonably necessary to implement the development of the Project. MPZ may make such substitutions and additions to the Team as it may determine, from time to time, are in the best interests of meeting its obligations under this Agreement and financing requirements, provided, however, that a change in the architect is subject to the approval of the Town, such approval shall not be unreasonably withheld, conditioned, or delayed.

3. Time is of the essence with respect to this Agreement and the development of this Proposed Project, and the timely and orderly completion of certain tasks and submission of certain documents are critical to such development. Therefore, the parties agree that MPZ shall use commercially reasonable efforts to complete the set of tasks set forth in Exhibit C, “Development Schedule,” attached hereto and incorporated herein, substantially in accord with to the timetables set forth therein.

4. Development Plan Submission:

a. MPZ shall submit development plans and working drawings and specifications (collectively “the Plans and Specifications”) to the Town for review, comment and approval in accordance with the schedule established in Exhibit C prior to submitting them to other state and federal entities, for approval.

MPZ acknowledges that all Plans and Specifications as well as any additional third-party studies, reports, data, and other records prepared and submitted to the Town in connection with the Proposed Project for MPZ, become public records. However, the Town acknowledges that as public records all materials provided to the Town are held without any representation or warranty as to the accuracy of the public records and that MPZ and its consultants and sub-consultants shall have no liability to the Town or any other parties with respect to the accuracy of the public records.

b. MPZ shall submit to the Town written reports on the status of the preparation of Plans and Specifications, Project design and implementation, and the permitting and approvals from the Town and other required local and state entities. Such reports shall be in such form and detail as the Town may reasonably require and shall be submitted on a quarterly basis and at other such times that the Town may reasonably request.

c. MPZ shall attend and participate in such public meetings as the Town shall designate as reasonable, including but not limited to neighborhood meetings regarding the Property's exterior design.

d. MPZ shall submit to the Town a detailed estimated progress schedule at the time of the commencement of construction of the Proposed Project, in a format generally used in the construction of buildings. This schedule shall be resubmitted each quarter until construction has been completed, with the actual progress described in each submission. The quarterly submission shall be accompanied by a written report citing any adjustments to the progress forecast, analyzing the causes of the adjustment, and, when applicable, noting MPZ's corrective efforts.

e. MPZ shall ensure that the employment of tradespersons is done in accordance with all applicable laws and regulations relative to wages and benefits to be paid to such persons. MPZ will take all reasonable steps to involve local suppliers, contractors, and tradespersons in the bidding process, including notifying such local suppliers, contractors, and tradespersons of their opportunity to bid and for employment. MPZ and its employees, agents, and subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, veteran status, age, sex, or sexual orientation, and shall take affirmative action to ensure that qualified applicants are treated without regard to their race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, veteran status, age, sex, or sexual orientation.

f. MPZ and its employees, agents, and subcontractors shall not unlawfully discriminate against any applicant for a rental agreement because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, veteran status, age, sex, or sexual orientation, and shall take affirmative action to ensure that qualified applicants are treated without regard to their race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, veteran status, age, sex, or sexual orientation. In connection with the initial lease-up of the Property, MPZ will take all reasonable steps to involve local community organizations, coalitions, and other relevant entities to publicize the availability of the housing development units and their rental pricing.

g. Upon reaching initial occupancy of 75%, MPZ shall provide the Town with a final report on the efforts it undertook to outreach to potential leasees and advertise the availability of the units.

D. Obligations of the Town: The Town shall have the following obligations with respect to the development of the Property:

1. The Town shall deliver good, clear, and marketable title to the Property to MPZ in accordance with the terms and conditions contained in Exhibit A.

2. The Town shall provide MPZ with substantial assistance in obtaining all permits and approvals needed for the development of the Proposed Project, including but not limited to a 'friendly' 40B Comprehensive Permit.

3. The Town understands that MPZ's proposal includes obtaining financing under the Community Preservation Act in an amount equal to not less than \$1,174,000 (One Million One Hundred and Seventy Four Thousand Dollars). MPZ has advised the Town that such CPA funding is critical to the financial viability of the Proposed Project.

4. During the period from the Effective Date until the delivery of the deed, the Town shall maintain the Property in its current state pursuant to the terms of Exhibit D. Given that the Proposed Project will utilize historic tax credits, the Town shall have the right to perform emergency repairs to preserve the structure, but shall consult with MPZ before performing any maintenance, repairs or renovations, as such work could negatively impact the Proposed Project's ability to qualify for historic tax credits.

5. Upon receipt of the Plans and Specifications described above in Section C.4.a., the Town shall promptly provide MPZ with its written comments, setting forth in detail any grounds for modification. If no grounds for modification are delivered in writing to MPZ within fifteen (15) business days, excluding legal holidays, after the documents are submitted, the submitted documents shall be deemed approved by the Town. The Town agrees that its approval hereunder shall not be unreasonably withheld or delayed.

E. Maintenance and Inspection of Records: MPZ shall keep and maintain separate and distinct books, records, and other documents (the "Records") relating directly to the receipt and disbursement of funds to implement the Proposed Project, and shall allow the Town Administrator or his designee at all reasonable times during regular business hours to have access to and the right to inspect, copy, audit, and examine all such Records. Records shall be retained for three years after the completion of construction, at which time MPZ shall notify the Town of the Town's right to request delivery of the same. If the Town does not request the delivery of the Records within thirty (30) days of such notification, MPZ shall have no further obligation to maintain the Records under this Section.

F. Completion of the Proposed Project: Each Party covenants to perform its obligations as provided for in this Agreement subject only to the occurrence of events beyond its control, including but not limited to strikes, acts of God, environmental hazards, title issues, inability to secure permits, licenses or required governmental approvals, COVID-19 or other pandemics, and the like, provided, however, that delays shall not exceed the time necessitated by such factor(s), and the Party affected thereby shall promptly notify the other of a) the reason for the delay, b) the estimated duration thereof, and c) the action being taken or able to be taken to cure the delay.

G. Access: Upon execution of this Agreement, MPZ, its agents, and employees, are hereby granted a license to enter the Property and begin exploratory work as may be necessary in the course of MPZ's preparations for the development of the Project. Such exploratory work may include demolition or invasive investigation. Such license is granted upon the condition that a) MPZ shall hold the Town harmless from any liability of any nature whatsoever arising out of the exploratory work contemplated by this paragraph by MPZ, and b) that MPZ shall leave the Property in a condition at least equal to the condition of the Property at the commencement of this license, unless otherwise agreed to in writing by the parties. The license may be revoked at any time for any uncured violation the aforementioned terms and conditions by seventy-two (72) hours

written notice from the Town to MPZ. MPZ shall permit the Town and its representatives access to all portions of the Property at all reasonable times.

### **III. TERM AND EXTENSIONS**

A. Duration of Agreement: The term of this Agreement shall commence on the Effective Date (as defined below) and shall continue for a period of ten (10) full calendar years unless extended or sooner terminated as provided in this Agreement ("Term"). Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect unless extended.

B. Extension of Time: The Parties will work cooperatively in the event that either Party requires an extension of time for any condition under this Agreement, but no such extension is guaranteed.

### **IV. DEFAULT; RIGHT TO CURE**

Each Party agrees to provide the other with written notice of any default by the other party and shall provide the defaulting Party with thirty (30) days in which to cure such default, or, if such default is not capable of being cured within thirty (30) days, such longer period as is mutually agreed upon and as may be reasonably necessary to cure such default, so long as such Party is diligently pursuing such cure to completion.

### **V. TERMINATION**

A. Termination by Mutual Consent: This Agreement shall terminate upon the expiration of the Term or in a signed writing by both Parties.

B. Termination by Default: If a defaulting Party has not cured the default or is not diligently curing the default in a manner and time frame agreed upon by the Parties and as described above, the complaining Party may at its option, terminate this Agreement by giving written notice of its intent to terminate this Agreement to the defaulting Party. Once the complaining Party has given such written notice, legal proceedings may be instituted to obtain a declaratory judgment determining the respective termination rights and obligations under this Agreement or other relief sought by the complaining Party. Notwithstanding the foregoing, neither party shall have the right to terminate the Agreement after the Closing, but instead shall have whatever rights are available in law or in equity for breach of this Agreement.

### **VI. MISCELLANEOUS PROVISIONS**

#### **A. Authorized Representative and Notice:**

1. For purposes of this Agreement, the person listed below, on behalf of such Party, shall be able to render binding decisions and take binding action under this Agreement.

2. Any notice, approval, consent, or other communication required or permitted under this Agreement will be in writing and sent to the authorized representative specified below or to any other person that may be designated by prior written notice. If such

communication is sent by mail, it shall be delivered to a nationally recognized overnight courier or mailed by registered or certified mail, return receipt requested. Notice shall be considered received and effective when by personal delivery upon delivery, by overnight courier the day following delivery to the courier, and, if by mail, three (3) days following the date of mailing, as evidenced by a receipt from the U.S. Postal Service indicating the day of mailing. All notices shall also be sent by email.

If to the Town:

Carter Terenzini  
Town Administrator  
Town Hall  
160 Patriots Road, PO Box 620  
East Templeton, MA 01438  
[cterenzini@templetonma.gov](mailto:cterenzini@templetonma.gov)

With a copy to:

Miyares and Harrington LLP  
40 Grove Street  
Wellesley, MA 02482  
Attn: Thomas J. Harrington, Esq.  
[tom@miyares-harrington.com](mailto:tom@miyares-harrington.com)

If to MPZ Development LLC:

Mathieu Zahler  
MPZ Development LLC  
313 Eliot Street  
Milton, MA 02186  
[mzahler@mpzdevelopment.com](mailto:mzahler@mpzdevelopment.com)

With a copy to

Nixon Peabody LLP  
Exchange Place  
53 State Street  
Boston, MA 02109  
Attn: Paul E. Bouton, Esq.  
[pbouton@nixonpeabody.com](mailto:pbouton@nixonpeabody.com)

B. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The Parties consent to the exclusive jurisdiction of the Massachusetts courts in any and all actions arising pursuant to this Agreement and waives the right to object to this venue as improper or inconvenient.

C. Town Consents and Approvals. The Town designates as its agent for actions required hereunder, excepting those that must be issued by a Town Board, Commission or its legislative body, its Town Administrator.

D. Invalidity and Severability: If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, such provision shall be stricken from the Agreement, and the remaining provisions shall continue in full force and effect.

E. Cooperation in the Event of a Legal Challenge: In the event of any legal or equitable action or other proceeding instituted by a third party challenging the validity of this Agreement or any provision herein, the Parties shall cooperate in defending said action or proceeding, however such cooperation may not include the participation of Town Counsel or Special Counsel without the consent of the Select Board.

F. Disclaimer of Relationship: The Parties hereby acknowledge that nothing in this Agreement, nor any act of the Town or MPZ, is intended, or to be deemed or construed by either Party, to create any relationship of principal and agent, limited or general partnership, joint venture, or of any other association or entity.

G. Third Party Beneficiaries and Assignees: This Agreement is made and entered into for the sole protection and benefit of MPZ and the Town. No other person shall have any right of action based upon any provision in this Agreement. MPZ shall not assign to any entity without the Town's consent; provided, however, that MPZ may assign this Agreement to, and take title to the Property in the name of, a newly formed single purpose entity, so long as Mathieu Zahler, the owner of MPZ, is a member (directly or indirectly) of the limited liability company which will be the managing member of that ownership entity. MPZ shall obtain the prior written consent of the Town to assign this Agreement to any other entity, such consent shall not be unreasonably withheld, conditioned, or delayed. Upon any such assignment, this Agreement shall be fully binding upon the assignee as if the assignee had been an original signatory to this and all other provisions of and amendments to this Agreement. An assignee shall acknowledge its acceptance of this Agreement in a writing satisfactory to the Town.

H. Successors: This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors, legal representatives, and assigns.

I. Conflict of Interest: No officer or employee of the Town or its designees, no agents, no consultant, no member of the governing body of the Town, and no other public official of the Town, who exercises or has exercised any functions or responsibilities with respect to the Proposed Project during his or her tenure, or who is in a position to participate in a discussion-making process or gain inside information with regard to the Proposed Project, shall have any interest, direct or otherwise, in any contract or subcontract, or the proceeds thereof, for works to be performed in connection with the Project or in any activity or benefit therefrom which is part of the Proposed Project at any time during or after such person's tenure.

J. Execution and Delivery of Other Documents: Each Party shall execute and deliver any and all additional documents and instruments and perform such further acts as may reasonably be necessary or proper to achieve the purposes of this Agreement. Appropriate language and provisions of this Agreement shall be included in all other agreements between MPZ and its contractors, subcontractors, and assignees to the extent necessary to ensure that the intent and provisions of this Agreement are honored.

K. Waiver and Effect: No waiver by either Party of any provision of this Agreement shall be considered a waiver of any other provision of this Agreement.

L. Construction: The provisions of this Agreement and its attachments shall be construed as a whole according to their common meaning and not strictly for or against any Party, and in a manner that shall achieve the purposes of this Agreement. The caption headings provided are for convenience only and shall not affect the construction of this Agreement.

M. Counterparts: This Agreement and any and all amendments may be executed in counterpart, and all counterparts together shall be construed as one document.

N. Amendments: This Agreement may be modified from time to time by a writing signed by all Parties.

O. Effective Date: The Effective Date of this Agreement shall be the last date that this Agreement is executed by either Party.

P. Entire Agreement: This Agreement, inclusive of its attachments incorporated herein, set forth the entire understanding between the Parties and supersedes all prior arrangements or agreements.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of September 21, 2020.

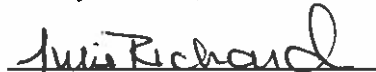
For the Town of Templeton:

By its Select Board



Michael Currie, Chair

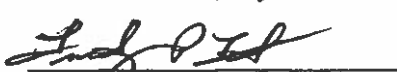
Jeffrey Bennett, Vice Chair



Julie Richard, Clerk



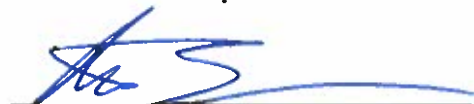
Theresa Griffis, Member



Timothy Toth, Member

Date: September 21, 2020

For MPZ Development LLC:



Mathieu Pierce Zahler  
Managing Member

Date: September 10, 2020

## Exhibit A

### Terms and Conditions of Transfer of the Property

A. Property Description: The land known and numbered as 16 School Street, Templeton, Worcester County, Massachusetts, of approximately 3.08 acres, together with the buildings, structures, and improvements which are now on said land; all fixtures located on the property (excluding the fire horn, so long as it can be removed in a manner consistent with the Historic Requirements), which may include window shades, screens, screen doors, storm windows and doors, carpeting, awnings, shutters, furnaces, heaters, heating equipment, air conditioning equipment, appliances, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, and plants; all right title and interest in and to the alleys, strips, gores, abutting or adjoining the land; and any easements, rights of way, or other interests in or under or to any land, highway, street, road, right of way or avenue, open or proposed as they presently exist, as shown on the Town of Templeton's Assessor Map 1-4, Parcel ID 383, 384, 385, and a portion of 407, as further described by the RFP in Exhibit B and as shown on Exhibit A-1. The appurtenances together with the land and buildings are hereinafter collectively referred to as the "Property." The Property shall not include the municipal parking lot and public parking spaces which shall remain under ownership of the Town.

B. Purchase Price: MPZ shall pay the sum of Five Hundred Thousand Dollars (\$500,000.00) by electronic wire transfer on the date set forth for the delivery of the title to the Property (the "Closing Date"). MPZ shall provide the Town with evidence of financing at least 30 days prior to the Closing Date.

C. Earnest Money: The Town recognizes that MPZ has deposited Five Thousand Dollars (\$5,000) that shall be re-deposited by the Town in an escrow account held by the Town Counsel as escrow agent and applied against the Purchase Price at Closing (the "Deposit"). The Deposit shall become non-refundable if MPZ withdraws its offer after the Due Diligence Period.

D. Due Diligence Period: MPZ shall have a period of ninety (90) calendar days from the Effective Date (the "Due Diligence Period") to conduct any and all appraisals, environmental studies, property condition assessments, physical inspections, title inspections, surveys, and zoning studies. The Town shall deliver to MPZ all pertinent and material Due Diligence items in the Town's possession relating to the Property within ten (10) days of the Effective Date, including without limitation any structural or other plans relating to the Property.

E. Condition of Property at Closing: At the time of the Closing, the Property: (i) shall be delivered free of all tenants and occupants (ii) shall be in the same condition as they now are, reasonable use and wear thereof excepted; and (iii) not in violation of any restrictive covenant, agreement or other instrument of record affecting the Property.

If prior to the Closing Date, the Property shall be (i) damaged by fire or other casualty, or (ii) there shall be discovered a defect in title which occurred after the Due Diligence Period and which cannot reasonably be expected to be cured by the Closing Date or (iii) be subject to an eminent domain taking, then, subject to the Town's extension of time set forth in Paragraph F



below, at the MPZ's option, the Deposit shall be forthwith refunded to the MPZ, and all the obligations of the parties hereto shall cease, and this Agreement shall be void and without recourse to the parties hereto.

MPZ shall be entitled to an inspection of the Property within the ten-day period prior to the Closing Date to determine whether the condition thereof reasonably complies with the terms of this Agreement.

F. Closing Date: The deed of the Property is to be delivered and the consideration paid at the offices of the Town, or such other location as may be required by MPZ's mortgage lender, at 10:00 A.M. on a date which is two (2) years after the Due Diligence Period, or upon mutual agreement of the Parties, subject to any extension rights pursuant to this Agreement. The date and time of delivery of the deed is sometimes referred to herein as the "Closing" or the "Closing Date." If the Town shall be unable on the Closing Date to deliver title or make conveyance of the Property, or if the on the Closing Date, the Property do not conform with the provisions of this Agreement, or if any representation or warranty set forth herein is not true and correct as of the Closing Date, then the Town shall use reasonable efforts to deliver possession as provided herein, or to make the Property conform, or to correct any untrue representation or warranty, as the case may be, in which event the time for performance shall be extended for a period to be designated by MPZ in writing, but not to exceed sixty (60) days. The Town will either correct the nonconformities identified by MPZ but shall not be required to spend more than \$25,000.00 to do so or shall offer a credit on the purchase price of up to \$25,000.00, the exact amount to be agreed upon by the parties.

If at the expiration of the extended time provided in the prior paragraph, the Town shall have failed to remove any defects in title, deliver possession, or make the Property conform, as the case may be, all as herein agreed, then at MPZ's election, exercisable by written notice to the Town, this Agreement shall be canceled and void and the Deposit returned to MPZ, and neither party shall have any further liability hereunder. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, if the School Building suffers a casualty which makes it ineligible for historic tax credits, then MPZ may terminate this Agreement and the Deposit returned to MPZ.

If the Property shall have been damaged by fire or casualty insured against or be the subject of a partial eminent domain taking, then the Town shall, unless the Town has previously restored the Property to their former condition (which restoration is subject to MPZ's approval, given the Historic Requirements), pay over or assign to MPZ, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or eminent domain taking (together with any claims on account thereof or relating thereto), less any amounts reasonably expended by The Town for any partial restoration.

G. Title Deed and Documents: On the Closing Date, upon payment by MPZ in accordance with Section B of this Exhibit A above, the Town shall deliver full possession of the Property, in accordance with the terms of this Agreement, along with the following documents of title and other instruments to MPZ.

1. Title Deed:

a. A good and sufficient quitclaim deed that assigns and conveys good and clear record and marketable title to the Property, free from all encumbrances, except for: a) provisions of existing building and zoning laws that shall otherwise benefit the Property to become the Proposed Project and b) easements and restrictions of record, to the extent that the same are in force and applicable, provided the same do not interfere with or adversely affect the use, enjoyment, or the marketability of the Property as a housing development; and c) any liens for municipal betterments assessed after the date of this Agreement.

b. It is understood and agreed by the parties that the Town's title to the Property shall not be considered marketable unless:

All buildings, structures and improvements including, but not limited to, any driveways and garages, and all means of access to the Property, shall be located completely within the boundary lines of the Property and shall not encroach upon or under the property of any other person or entity, except pursuant to a validly recorded, indefeasible easement;

No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the Property;

The Property shall have sufficient legal access to and abut a public way, duly laid out or accepted as such by the city or town in which the Property are located, or have indefeasible legal access to same;

There are no easements across land of others that are required to permit surface water runoff to discharge from the existing surface water drainage system or to permit the installation, maintenance and use of the utility lines presently serving the Property including, without limitation, sewer lines, electrical, gas, water or telephone lines which are not validly recorded indefeasible easements; and

MPZ shall be able to obtain an ALTA owner's title insurance policy insuring MPZ's fee interest in the Real Estate, at standard rates, subject only to those encumbrances specifically permitted by this Agreement and those standard exceptions customarily included in an owner's title insurance policy, from a company reasonably acceptable to MPZ.

The parties agree that title to the Property as of the Effective Date satisfies the above conditions unless MPZ identifies a defect or defects in the title to the Property prior to the end of the Due Diligence Period identified in paragraph D on page A-1. Upon the identification of such defect, the Town shall have until its next Annual Town Meeting to vote to take action to cure the defect. If the Town fails to vote to cure the defect, then MPZ may elect by notice to the Town to terminate this Agreement, in which event this Agreement shall become null and void without recourse to the parties hereto and the Deposit shall be returned to MPZ.

c. The acceptance and recording of the Title Deed by MPZ 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 are as stated in this Agreement to survive the delivery of said deed.

2. A certificate by the Town to the effect that all of the representations and warranties hereinafter set forth in this Exhibit A remain true and correct as of the Closing Date.

3. All other documents and information reasonably required by the attorney representing MPZ.

H. Adjustments: Water, sewer use charges (if applicable), and fuel value (if applicable) shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the costs payable by MPZ to the Town at the delivery of the deed.

I. Warranties and Covenants:

1. Except as is otherwise set forth in paragraph L. below regarding Hazardous Materials, the Town makes no representations that the Property shall be delivered free and clear of any hazardous materials, underground storage tanks and oil exceeding BPA or DEP standards for reporting but shall be delivered "As Is" subject to the conditions in Section I.1. of this Exhibit A.

2. The Town has full power to execute deliver and carry out the terms and provisions of this agreement and has taken all necessary action to authorize the execution, delivery and performance of this agreement, and this agreement constitutes the legal valid and binding obligation of Town enforceable in accordance with its terms. No approval, license, authorization, or validation of, or filing with, or exemption by, any governmental agency, commission, board, charitable organization, public authority or any other third party regarding the ownership, use or possession of, the Property is required in connection with the execution, delivery and performance of this Agreement by Town.

3. MPZ acknowledges that it has not been influenced to enter into this transaction nor has MPZ relied upon any warranties or representations made by the Town or the Town's agent not set forth or incorporated in this Agreement. If any warranties or representations were relied upon by MPZ, they are set forth here or incorporated elsewhere in this Agreement.

4. The Warranties and Representations set forth herein shall survive the delivery of the deed.

J. Conditions to Performance: The obligations of the Parties to perform each of its obligations herein are conditioned upon the occurrence of the following events:

1. Inspection. MPZ and its agents, contractors, and representative shall, from and after the Effective Date of this Agreement through the end of the Due Diligence Period, have the right to enter the Property for the purpose of conducting mechanical, engineering, environmental

surveying, inspections, studies, and other similar measurements and testing, including such testing for hazardous materials, including without limitation asbestos and asbestos containing material, as deemed by MPZ to be necessary and desirable. Such exploratory work shall not include demolition or invasive investigation. Any such inspections, studies, or tests shall be carried out by MPZ at its sole cost and expense. In the event that the results of any such surveying, testing, inspections and studies are unsatisfactory to MPZ, MPZ shall inform the Town of such results and give the Town the opportunity to cure or renegotiate terms of this Agreement. In the event that the Parties cannot agree on such terms, the MPZ may terminate this Agreement effective upon notice to the Town, the Deposit shall be returned to MPZ, and neither party shall have any further obligations under this Agreement, except for those that explicitly survive termination of this Agreement.

2. Financing. MPZ shall use commercially reasonable efforts to obtain financing and/or subsidies which MPZ determines is needed for the Proposed Project, including some or all of the following: (i) the Massachusetts Housing Finance Agency/Massachusetts Development Finance Agency and/or a commercial bank for construction and permanent financing, (ii) the Department of Housing and Community Development for federal and state tax credits and subordinate financing, (iii) the Town through Community Preservation Act funds, as described above; (iv) the Massachusetts Historical Commission for Massachusetts Rehabilitation Tax Credits; (v) federal agencies including, but not limited to (i) the United States Department of Housing & Urban Development and (ii) the United States Department of Agriculture, the National Park Service, and other such public and charitable organizations that MPZ determines may prove reasonable or advisable to pursue (the "Financing"). If MPZ shall not have obtained such Financing on or before the Closing Date, or any agreed upon extension of the Closing Date, then MPZ shall have the right to terminate this Agreement effective upon notice to the Town, the Deposit shall be paid to the Town, and neither party shall have any further obligations under this Agreement, except for those that explicitly survive termination of this Agreement.

3. Permits and Approvals. MPZ's obligations are contingent upon MPZ receiving all licenses, permits, consents, authorizations, and approvals (including, without limitation, environmental permits and approvals and a 'friendly' 40B Comprehensive Permit), which MPZ reasonably deems necessary or desirable to develop the Proposed Project (the "Approvals"). If MPZ shall not have obtained the Approvals on or before the Closing Date, or any agreed upon extension of the Closing Date, then MPZ shall have the right to terminate this Agreement effective upon notice to the Town, the Deposit shall be paid to the Town, and neither party shall have any further obligations under this Agreement, except for those that explicitly survive termination of this Agreement.

K. MPZ's Default Damages: If, after the Due Diligence Period, MPZ fails to purchase the Property by the Closing Date, the Deposit shall be retained by the Town as liquidated damages and this shall be the Town's sole and exclusive remedy at law and in equity. The Parties agree that the Deposit is a reasonable estimate of the loss that the Town would incur if MPZ were to breach this Agreement, including, without limitation, any losses which could result from the Town's inability to resell the Property for the same or different agreed price due to any number of presently undeterminable factors, whether or not any such losses are actually incurred by the Town.

L. Hazardous Materials:

1. The Town represents and warrants, to the best of its knowledge, that: (i) the Property and any improvements thereon or any part thereof have never been used as a sanitary landfill, waste dump site or for the treatment or disposal of Hazardous Materials; (ii) no Release of Hazardous Materials has occurred from or upon the Property; and (iii) The Town has delivered to MPZ all reports, assessments and studies in The Town's possession which relate to the environmental condition of the Property. The term "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration on or from the Property or adjacent property, or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA. "CERCLA" and "Hazardous Materials" are defined in paragraph 3 below.

2. In addition to the access rights granted to MPZ under this Agreement, the Town hereby authorizes MPZ, and MPZ's agents, servants and employees to go upon the Property at any time and from time to time after the date hereof for the purposes of testing the Property for the presence of Hazardous Materials and making soil boring tests, compacting tests, water table tests and soil porosity tests, and other various chemical and engineering tests to determine whether the Property are suitable (without the incurring of unusual expense) for the construction of the Proposed Project and such other topographical and engineering surveys, and other tests, surveys and studies as MPZ may deem necessary or desirable in connection with any of the matters contemplated by this Agreement. All tests performed pursuant to the provisions of this paragraph shall be at MPZ's sole cost and expense. MPZ shall enter onto the Property only after reasonable advance notice to The Town. After completing such tests, MPZ shall restore the Property to such condition as it was in prior to the commencement of such tests, reasonable and ordinary wear and tear and damage by unavoidable casualty excepted. Further, MPZ agrees to keep the Property free of mechanics' liens in connection with such tests. If MPZ is not satisfied with the results of any of such tests, in MPZ's sole, subjective discretion, then MPZ may elect by notice to the Town to terminate this Agreement, in which event this Agreement shall become null and void without recourse to the parties hereto and the Deposit shall be returned to MPZ.

3. "Hazardous Material" means hazardous substance, pollutant, or contaminant regulated under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq. ("CERCLA"); oil and petroleum products and by-products and natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel, urea formaldehyde foam insulation, and chlorofluorocarbons; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. § 136 et seq.; asbestos, polychlorinated biphenyl, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq.; chemicals subject to the Occupational Safety and Health Standards, Hazard Communication, 29 C.F.R. § 1910.1200, as amended; source material, special nuclear, by-product materials, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2011 et seq.; or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. § 10101 et seq.; industrial process and pollution control wastes whether or not hazardous within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq.; and any other federal, state, regional, county, municipal, and other local laws, regulations, and ordinances, including without limitation Massachusetts General Laws Chapters 21C and 21E.

4. Notwithstanding anything in this Agreement to the contrary, MPZ shall in no event be deemed to have assumed any responsibility or liability for any environmental condition for which The Town is legally responsible under any local, state or federal law, rule or regulation.

I. Insurance:

The Town agrees to maintain or cause to be maintained its (i) commercial property insurance and (ii) commercial general liability insurance, with respect to the Property through the Closing Date, including any extensions thereof, and to bear the risk of loss or damage to the Property through the Closing Date.

J. Brokers:

MPZ represents and warrants to the Town that MPZ has not contacted any real estate broker in connection with this transaction and was not directed to the Town as a result of any services or facilities of any real estate broker. MPZ agrees to defend, hold harmless and indemnify the Town against and to hold the Town harmless from any cost (including, without limitation, attorneys' fees) or liability which the Town may incur as a consequence of any breach of the foregoing representation and warranty. The provisions of this paragraph shall survive delivery of the deed.

The Town represents and warrants to MPZ that the Town has not listed the Property, entered into a brokerage agreement or otherwise dealt with any real estate broker. Further, the Town agrees to defend, hold harmless and indemnify MPZ against and to hold MPZ harmless from any cost (including, without limitation, attorneys' fees) or liability which MPZ may incur as a consequence of the Town's having listed the property, entered into a brokerage agreement or otherwise dealt with any broker. The provisions of this paragraph shall survive delivery of the deed.

K. Miscellaneous Agreements

1. The parties shall cooperate with each other and furnish each other with all necessary information needed to apply for and obtain the Financing and Approvals, and the Town shall execute whatever instruments are necessary and take whatever action is necessary to enable MPZ to obtain the Financing and Approvals.

2. MPZ will be incurring significant fees and expenses, in connection with the transaction contemplated by this Agreement. In consideration of the foregoing, and as an inducement to MPZ to do so, the Town hereby agrees to use its best efforts to obtain or provide (or otherwise assist in obtaining or providing) any Financing and Approvals referred to herein, to satisfy and cause other parties to satisfy the terms and conditions of this Agreement on the others part to be performed, and to understand any short term and longer term environmental issues, if any. Regarding other parties, upon the request of MPZ, the Town shall support MPZ to raise the balance of the public resources included in the Financing, including without limiting request support from local elected officials and community leaders. MPZ shall work with the Town in good faith to further develop and amend the Proposed Project based on reasonable feedback from

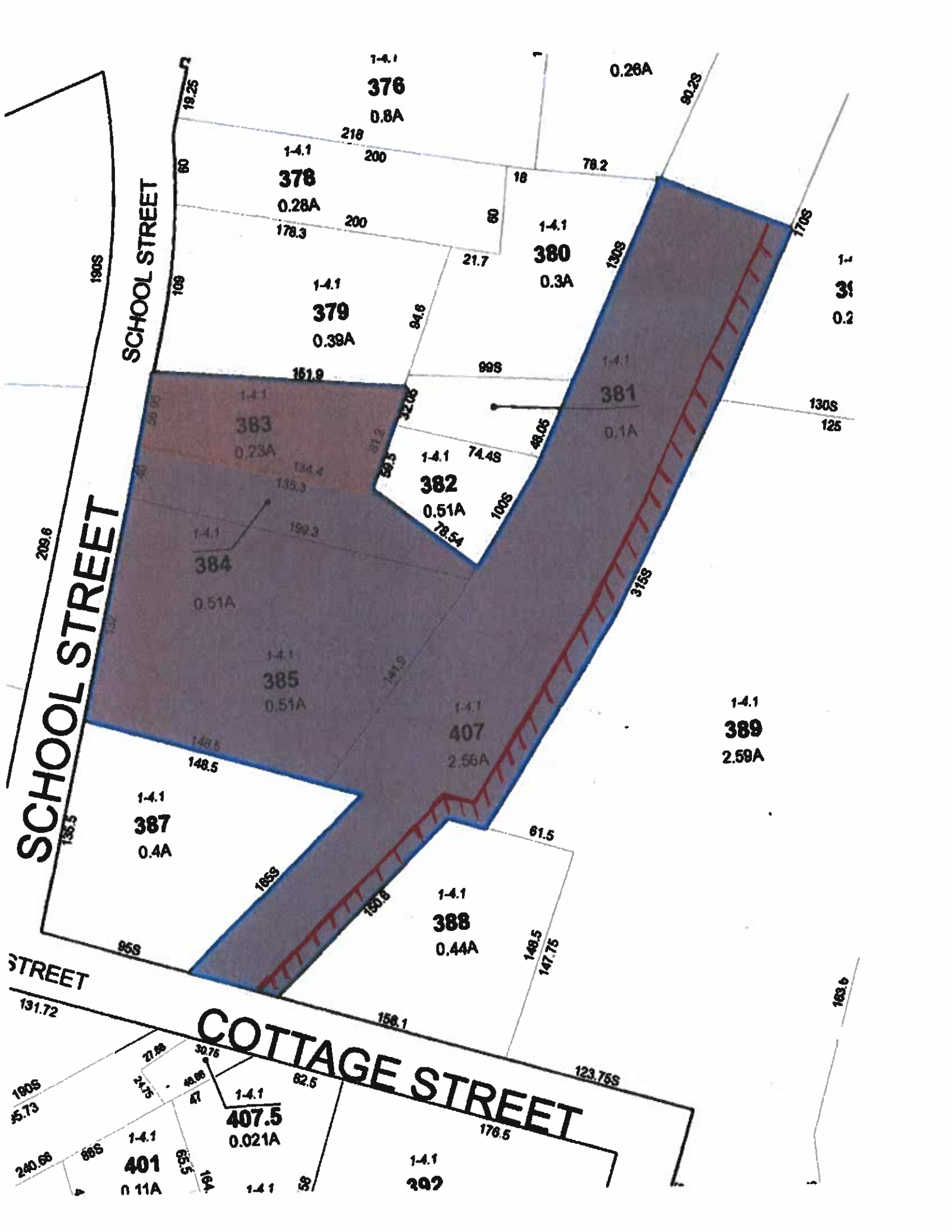
the Town, its boards and committees, community organizations, and its citizens, so long as such feedback does not render the Proposed Project to be financially infeasible. The Parties anticipate a robust and cooperative community process. The Parties agree to cooperate fully with each other in connection with fulfilling the terms and conditions of this Agreement. In the event that any of the terms and conditions of this Agreement are not satisfied by the Closing Date or any such earlier date as is set forth in this Agreement, then, MPZ shall have the right, so long as MPZ is diligently seeking financing and approvals, to extend the Closing Date for three additional one year (1) periods.

**EXHIBIT A-1**

**Site Plan**

See attached site plan.





SCHOOL STREET

SCHOOL STREET

COTTAGE STREET

1-4.1  
**376**  
0.8A

0.28A

1-4.1  
**378**  
0.28A

1-4.1  
**380**  
0.3A

1-4.1  
**379**  
0.39A

1-4.1  
**381**  
0.1A

1-4.1  
**383**  
0.23A

1-4.1  
**382**  
0.51A

1-4.1  
**384**  
0.51A

1-4.1  
**385**  
0.51A

1-4.1  
**407**  
2.56A

1-4.1  
**387**  
0.4A

1-4.1  
**389**  
2.59A

1-4.1  
**388**  
0.44A

1-4.1  
**407.5**  
0.021A

1-4.1  
**401**  
0.11A

1-4.1  
**402**

**Exhibit B**  
**The Town's RFP and MPZ's RFP Response**

[both to be attached]

Request for Proposals  
for  
Reuse of Baldwinville  
Elementary School  
16 School Street  
Templeton, MA 01436



2/12/2020

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

## **Table of Contents**

I.	INTRODUCTION: SALE OF BALDWINVILLE ELEMENTARY SCHOOL .....	3
II.	HISTORY .....	4
III.	DEMOGRAPHICS .....	4
IV.	PROPERTY DESCRIPTION/SITE CHARACTERICS .....	4
V.	TOWN ASSISTANCE .....	6
VI.	ZONING .....	6
VII.	BUILDING & SITE PHOTOS .....	8
VIII.	SUBMISSION REQUIREMENTS.....	10
IX.	MANDATORY TERMS .....	11
X.	SELECTION PROCESS & EVALUATION CRITERIA.....	12
XI.	TERMS AND CONDITIONS .....	14

## **APPENDICES**

- A. Deed/Title Information
- B. Required Proposal Attachments (Forms)

## **I. INTRODUCTION: SALE OF BALDWINVILLE ELEMENTARY SCHOOL**

The Board of Selectmen, acting on behalf of the Town of Templeton (hereinafter the "Town") is seeking proposals from qualified development entities for sale and redevelopment of the Baldwinville Elementary School Building at 16 School Street, sitting on and adjacent to four sub parcels of land of 1.47+/- acres. The building has an area of approximately 23,527 square feet on three levels. The Town intends to work closely with the chosen developer in an attempt to preserve the architectural qualities of the building as well as satisfy the economic and social needs of Templeton's residents.

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

### ***Goals and Public Purpose***

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

- |                                  |   |
|----------------------------------|---|
| <b>Economic Climate:</b>         | The redevelopment should enhance the overall economic climate in Templeton.   |
| <b>Avoidance of Blight:</b>      | The redevelopment should create a well maintained attractive and fully-tenanted building.   |
| <b>Historic Characteristics:</b> | The rehabilitation of the property should be done in a way that respects and enhances the character of the building and the surrounding area. |

### ***Process***

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

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

## **II. HISTORY**

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

## **III. DEMOGRAPHICS**

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

## **IV. PROPERTY DESCRIPTION/SITE CHARACTERICS**

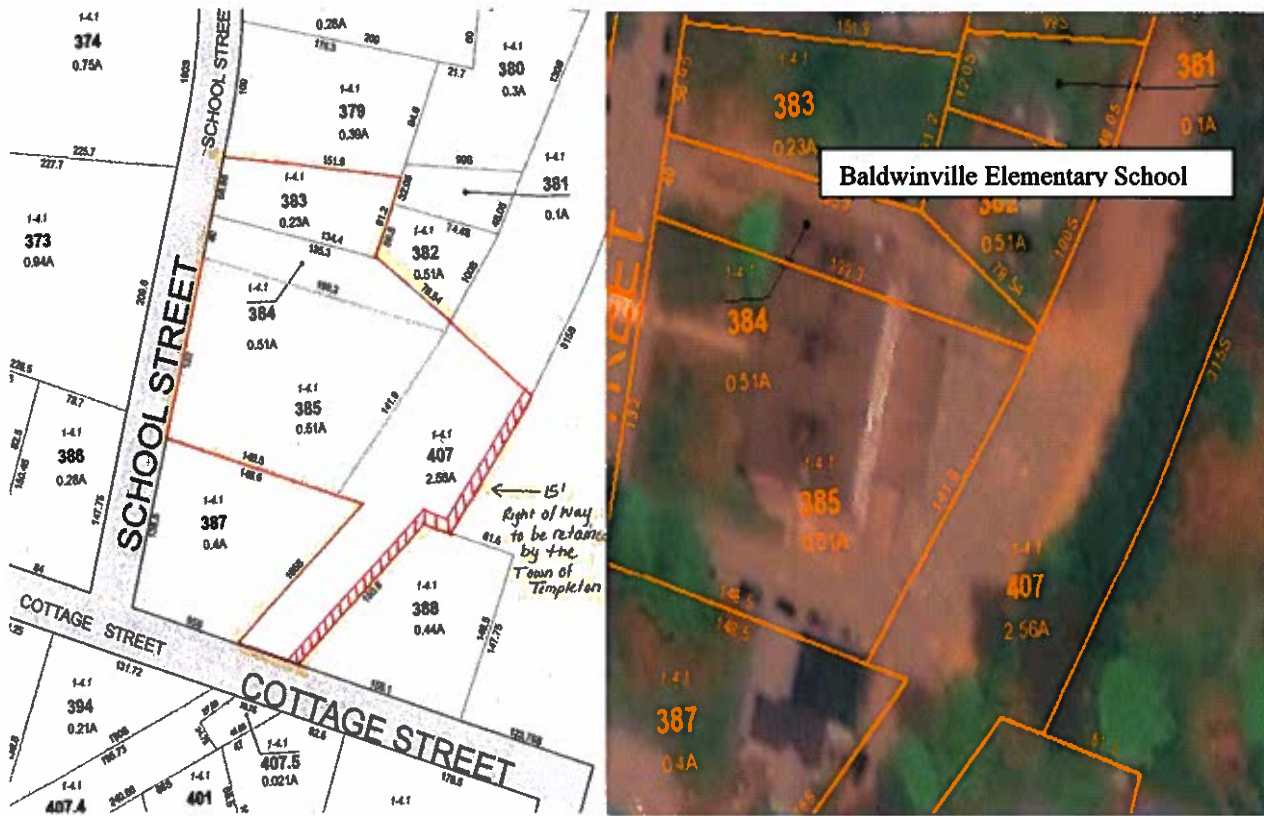
### *Location and General Site Information*

The Baldwinville Elementary School is located at 16 School Street, Templeton, MA located in a residential area of the Town, and along a low traffic roadway. It sits on and is adjacent to four sub-parcels of land comprising 1.47+/- acres as shown on following page (page 5).

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

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





### ***Related Planning Documents***

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

### ***Parking***

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

### ***Building Information***

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

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

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

### *Utilities*

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

### *Deed/Title Information*

Included as **Appendix A**

## **V. TOWN ASSISTANCE**

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

## **VI. ZONING**

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

### *Allowed Uses*

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

### *Special Permits*

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



**Dimensional & Density Requirements**

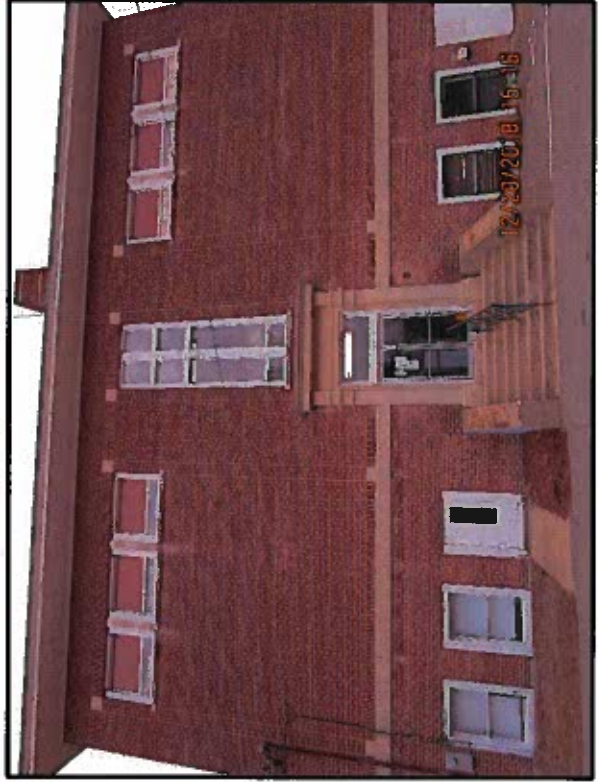
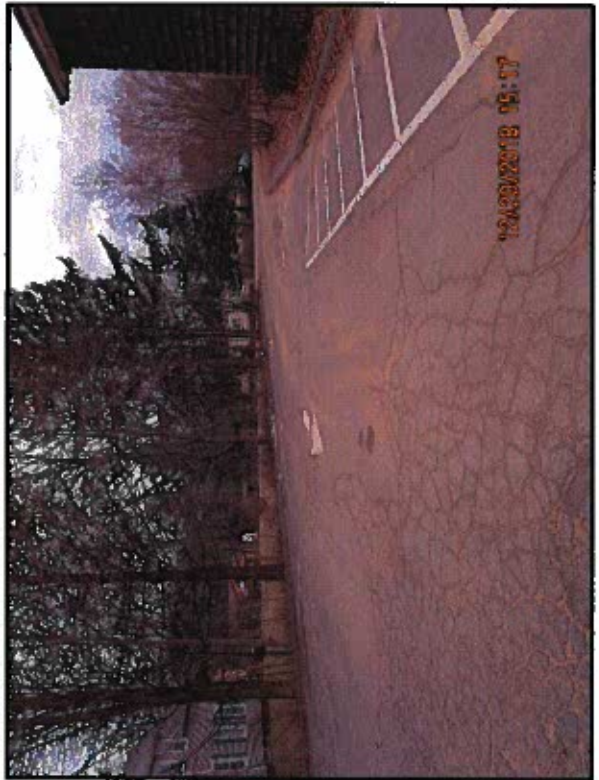
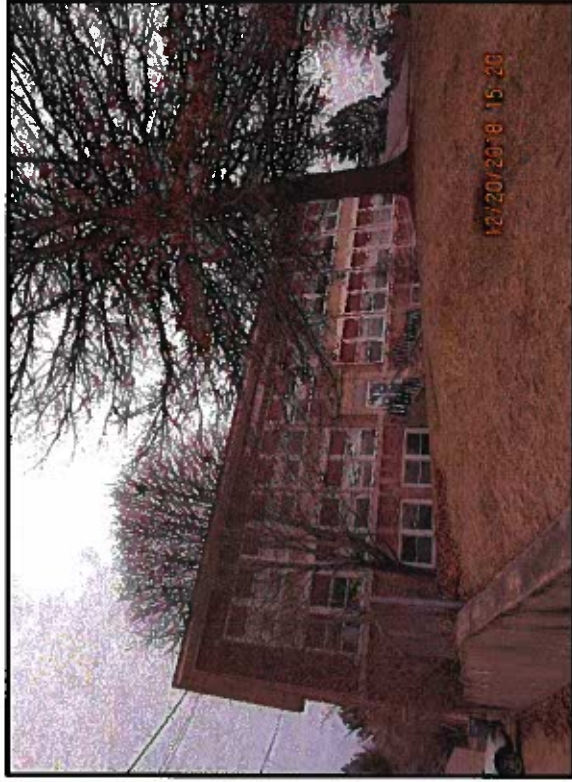
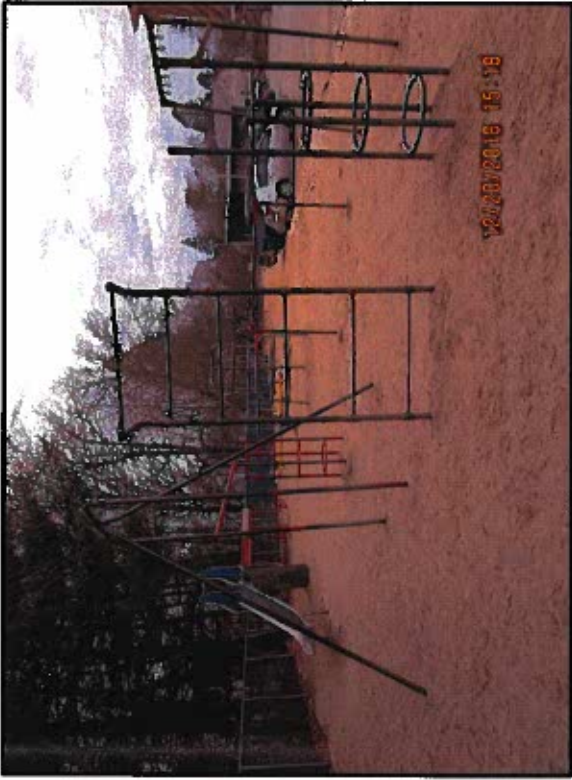
*Note: V – Village Districts – 1 Acre Zone (where a minimum of 1 acre of land is required for the construction of a single-family home).*

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

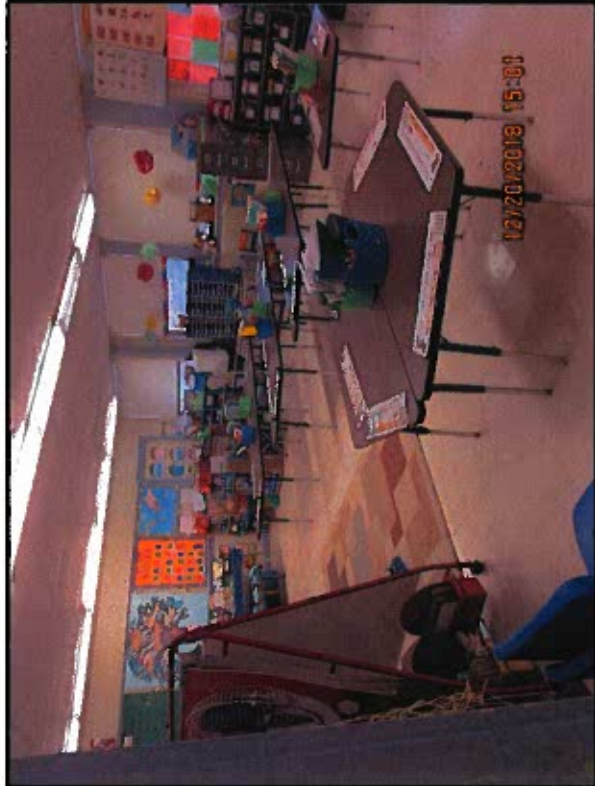
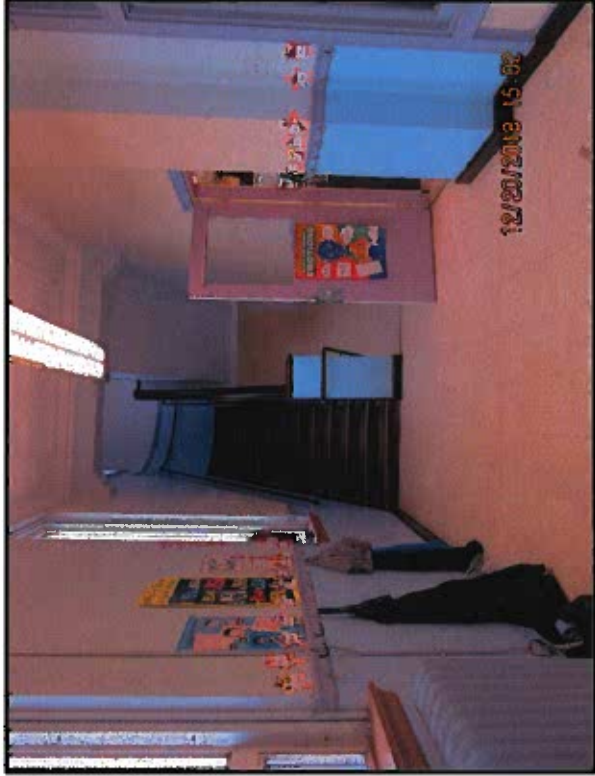
<b>VILLAGE (V) ZONING DISTRICT: ALLOWED USES*</b>	
Residential (except Single-Family)	Y
Mixed Uses in a Single Building	Y
Home Occupation - Minor	Y
Home Occupation - Major	SP
Government facilities	Y
Gasoline or Service Station	SP
Hotel/Motel, Inn	SP
Small appliance or equipment repair	SP
Dry cleaning,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

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

**VII. BUILDING & SITE PHOTOS**







## VIII. SUBMISSION REQUIREMENTS

### *Instructions for Submitting Proposals*

Respondents shall submit one original and seven copies of their proposal such that they are received by 2:00 PM on Wednesday, March 18, 2020 to:

Office of the Selectmen Office  
160 Patriots Road, Room 6  
East Templeton, MA 01438

The proposals must be submitted in a sealed package or envelope labeled "BES Proposal." The Respondent assumes the risk of timely delivery as the Town will return late submittals unopened. A Respondent can correct, modify, or withdraw a proposal by making such request in writing by March 18, 2020 @ 2:00 PM. All corrections and modifications must be sealed when submitted. The Town will not accept corrections or modifications after the date and time mentioned above

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

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

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

### *Proposal Submission Requirements*

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

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

7. A detailed narrative description of the Respondent's intended use of the Property, including the following:
  - a. Description of the proposed development, noting its use, scope, marketing objective, design concepts, amenities, benefits for the immediate area and Town and similar factors;
  - b. Description of any proposed modifications and/or renovations to the interior and exterior of the building and/or to the boundaries of the property.
  - c. Identification of the proposed uses. If residential units are proposed, the number of units should be identified.
  - d. Financial summary of the proposal, including, at a minimum, total project cost, proposed purchase price, financial arrangements (including amount and source of equity commitment), a five-year cash flow projection, and the estimated tax yield and/or jobs generated by the proposal;
  - e. Identification of any Town, State, Federal, or private assistance necessary for implementation;
  - f. Description of how the proposal meets each of the Comparative Evaluation Criteria.
8. A development schedule indicating timelines for preparing the space, permitting, assembly of financing commitments, and expected occupancy of the property;
9. Schematic site plans or conceptual floor plans and/or renderings;
10. A certified check or a bank cashier's check for \$5,000.00 (Five Thousand and 00/100 Dollars), payable to the Town of Templeton as its bid surety; the Town will deposit the check in a non-interest-bearing account. This surety will be forfeited if, having been notified the Town wishes to proceed with the proposal, the proposer does not enter into – and faithfully and diligently prosecute–negotiations with the Town by which the Town shall transfer the property to the proposer subject only to Town Meeting approval and authorization.
11. The following attachments must be included with the proposal (included in **Appendix B**):
  - a. Proposal Response Form
  - b. Certificate of Non-Collusion
  - c. Certificate of Tax Compliance – MGL, Chapter 62C, Section 49A
  - d. Disclosure of Beneficial Interest – M.G.L., Chapter 7, Section 40J

## **IX. MANDATORY TERMS**

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

- a. The Town shall not pay a broker's commission, and the successful Respondent shall indemnify and hold the Town harmless from any claims for such commission.
- b. The Respondent or their agent shall have the right, at a time and date approved by the Town, to

enter the Property at the Respondent's own risk to conduct surveys, inspections, or tests. The Respondent shall restore the Property, if disturbed by such surveys, inspections, or tests, as close as reasonably possible to the condition prior to such entry. No testing without prior Town of Templeton approval.

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

## **X. SELECTION PROCESS & EVALUATION CRITERIA**

### ***Proposal Selection***

Proposals will be reviewed by a Committee consisting of a member the Community at Large, Advisory Committee, Board of Selectmen, Planning Board, Historical Commission which shall recommend the most advantageous proposal to the Board of Selectmen. The Board of Selectmen shall determine the proposal to be selected, if any. The Town will negotiate the final Developer Designation Agreement (Purchase & Sales Agreement) with the awarded Respondent.

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

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

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

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

### ***Rule for Award***

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

**Minimum Selection Criteria**

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

**Comparative Evaluation Criteria**

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

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

**1. Overall Responsiveness to the submission requirements**

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

**2. Impact on economic conditions in Templeton**

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

**3. Project feasibility and financial strength of the developer**

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

**4. Developer's Project Plan & Schedule**

Not Advantageous	Advantageous	Highly Advantageous
1	2	3



**5. Compatibility with the needs and characteristics of the neighborhood**

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

**6. Plans to address the parking needs of the property**

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

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

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

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

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

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

Not Advantageous	Advantageous	Highly Advantageous
1	2	3

Highest Score Available: 27

Lowest Score Possible: 9

**XI. TERMS AND CONDITIONS**

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

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



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

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



J. Raymond Myres   Thomas J. Harrington   Christopher H. Heep   Donna M. Brewer   Jennie M. Merritt  
Rebekah Lacey   Bryan Bertram   Ivria Glass Fried   Eric Roustie   Katherine E. Stock

November 15, 2018

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

Re: Town title

Dear Carter:

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

Parcel A: Assessors parcel 1-4.1-385

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

Parcel B: Assessors parcel 1-4.1-384

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

Carter Terenzi  
November 15, 2018  
Page 2 of 2

Parcel C: Assessor's parcel 1-4-1-383

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

Parcel D: Assessor's parcel 1-4-1-407

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

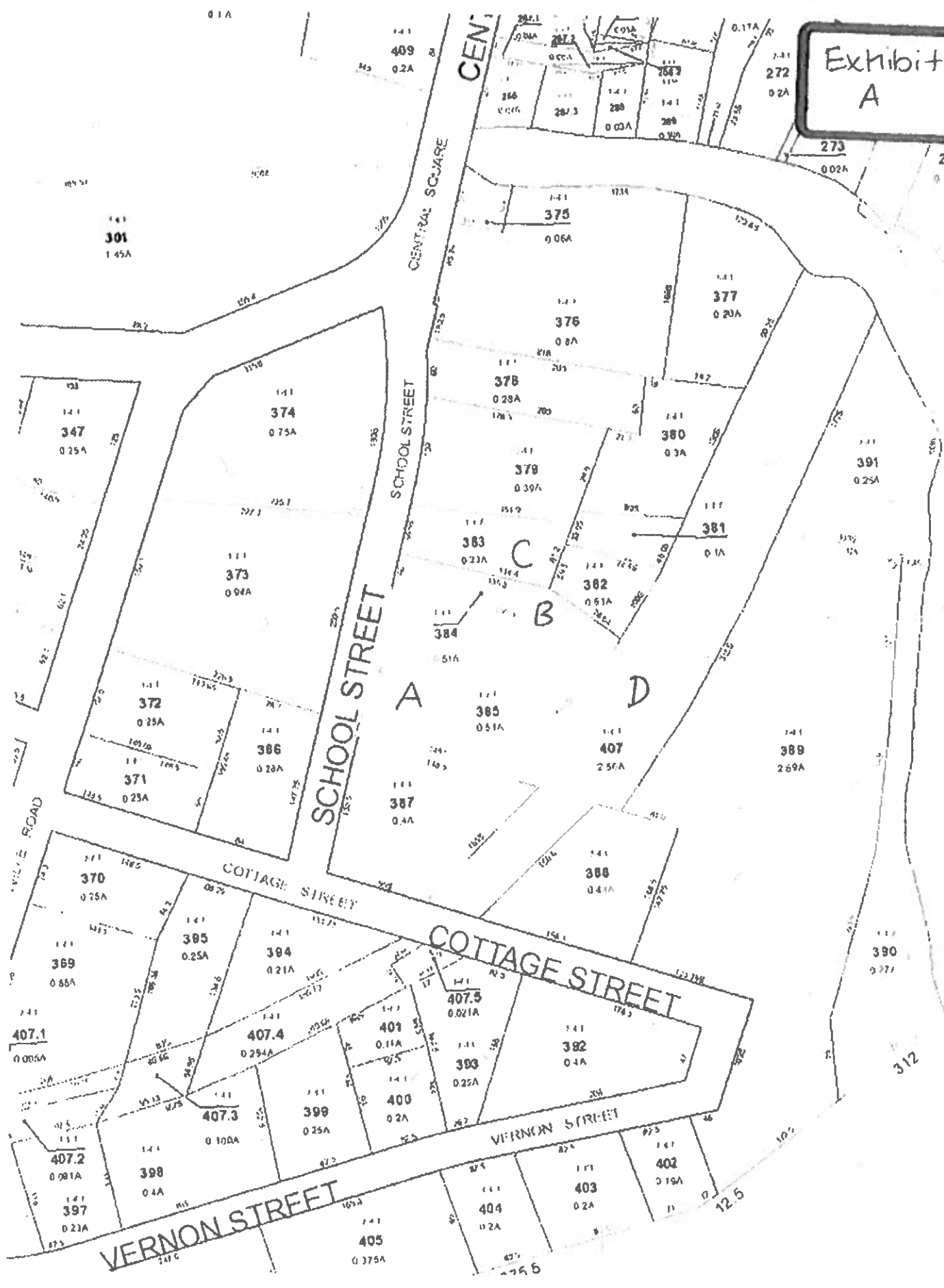
Please contact me with any questions.

Sincerely,

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

Thomas J. Harrington

Exhibit  
A



CENTRAL SQUARE

SCHOOL STREET

SCHOOL STREET

SCHOOL STREET

COTTAGE STREET

COTTAGE STREET

VERNON STREET

VERNON STREET

WILKIE ROAD

12.5

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B

C

D

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Exhibit  
B

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

In witness whereof we the said Herbert W. Small and Milton A. Wilson Justice do aforesaid, have set our hands and seals this twenty eighth day of June in the year one thousand eight hundred and eighty eight.

Signed, sealed and delivered } Herbert W. Small (seal)  
in presence of } Milton A. Wilson (seal)

What is Demanded } Commonwealth of Massachusetts  
Worcester on June 28. 1888. Then personally appeared the above named H. W. Small and acknowledged the foregoing instrument to be his free act and deed.

Witness my hand and seal of office as Justice of the Peace this 28th day of June 1888 at Worcester, Mass. By Henry B. Miller J.P.

Waldemar Chelonia do hereby certify that we  
to Waldemar Chelonia, Executor of P. Osgood, wife of Albert  
Templeton (deceased) of Templeton, Martha A. Danforth, wife of  
David W. Danforth, Louisa O. Proctor, wife of Joseph W.  
Proctor of Athol, all of the County of Worcester and Common-  
wealth of Massachusetts, and Jeremiah Chelonia of Bolton  
County of the State of New York, in consideration  
of Five Hundred Dollars, paid by the Inhabitants of the  
Town of Templeton, the receipt whereof is hereby acknowl-  
edged, do hereby give, grant, bargain, sell and convey with  
its said Inhabitants of said Templeton, a certain tract of  
land bounded and described as follows situated in Old  
Counsell in the north part of said Town, commencing  
at a stake and stone in rods south of the well and  
corner of James Mcgams. Land thence S 27° W. eight  
rods to a stake thence S 63° E. nine rods to the line of  
the Ware River Road thence Northwesterly by the  
line of said said Road eight rods and fifteen rods  
thence N. 63° W. twelve rods and two links to the place

of beginning, containing eighty four square rods, more or less. Also a right of way commencing at the south west corner of the said James Morgan's land at the end of the Morgan road, as called, and running S. 27.° W. to and by the land herein conveyed to the north line of W. M. Adams land, said right of way to be ten and one half rods wide and to be on the west side of said line.

To have and to hold the granted premises with all the privileges and appurtenances thereto belonging, to the said inhabitants of said Town and their successors and assigns, to their own use and behoof forever. And we hereby for ourselves and our heirs, executors and administrators covenant with the grantees and their successors and assigns that we are lawfully seized in fee simple of the granted premises; that they are free from all incumbrances, that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors and administrators shall warrant and defend the same to the grantees and their successors and assigns forever against the lawful claims and demands of all persons. And for the consideration aforesaid we Albert Bryant, husband of the said Caroline P. Bryant and David O. Davenport husbands of the said Martha A. Davenport and Joseph W. Proctor, husband of the said Susan A. Proctor do hereby release unto the grantees and their successors and assigns all rights to an estate by the warranty in the granted premises.

In witness whereof, we the said Philomena Baldwin, Caroline P. Bryant, Albert Bryant, Martha A. Davenport, David O. Davenport, Susan A. Proctor, Joseph W. Proctor, Jonathan Baldwin, have hereunto set our hands and seals this Twenty fifth day of April in the year one thousand eight hundred and eighty three

signed and sealed  
in presence of  
A. C. & R. O.  
Akers Foster as  
to Jonathan Baldwin  
Commonwealth of

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

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

Before me, Asa Holmes Justice of the Peace State of New York County of St. Lawrence ss Be it known that on this 15<sup>th</sup> day of May 1883, before me personally came Jonathan Oulderson to me well known to be the same person mentioned in and who executed the foregoing instrument and who duly acknowledged the execution thereof  
Attest Asa Holmes Justice of the Peace  
No. 104. 30<sup>th</sup> 1883 at 8<sup>th</sup> 11<sup>th</sup> 12<sup>th</sup> 13<sup>th</sup> 14<sup>th</sup> 15<sup>th</sup> 16<sup>th</sup> 17<sup>th</sup> 18<sup>th</sup> 19<sup>th</sup> 20<sup>th</sup> 21<sup>th</sup> 22<sup>th</sup> 23<sup>th</sup> 24<sup>th</sup> 25<sup>th</sup> 26<sup>th</sup> 27<sup>th</sup> 28<sup>th</sup> 29<sup>th</sup> 30<sup>th</sup> By Samuel B. Miller Jy

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

Know all men by these presents that I, Matthew J. Stearns of Walton in the County of Rulien and State of New Hampshire, wife of George H. Stearns, in consideration of Ten Hundred Dollars, paid by Providence Coleman on Cash, 1896. wife of O. G. Coleman of Simploton in the County of Franklin State of Massachusetts, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Providence Coleman, her heirs and assigns a certain tract of land with the buildings thereon situated in said Simploton and bounded as follows, viz Beginning at a corner by the road called the Wardsenden Liberty road and in the line between Rulien and Simploton thence Southwesterly on said line twelve rods to a heap of stones thence to S<sup>th</sup> E. corner road thence N. 45<sup>th</sup> W. to said road thence to 12<sup>th</sup> to 12<sup>th</sup> rods to said road thence Southwesterly on line of said road about said road to the point of beginning containing 1 1/2 acres more or less.

I have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said Providence Coleman and her heirs and assigns, to them and their heirs and assigns forever and I hereby, for myself and my heirs, executors and administrators consent with the parties and her heirs and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all encumbrances that I have good right to sell and convey the same as afterwards and that I sell and my heirs, executors and administrators shall warrant and



Exhibit  
C

of August in the year one thousand eight hundred  
ninety two.  
Signed, sealed and delivered Oliver Wellington  
in presence of Louisa Wellington (real)  
H. R. Vailie } Commonwealth of Massachusetts  
Worcester 26 August 26 1892  
personally appeared the above named Oliver Wellington  
and acknowledged the foregoing instrument to be his free  
act and deed  
Before me Henry B. Vailie Justice of the Peace  
Rec: Aug 27 1892 at 2 15 PM. Seal of Dist. Ct. by Henry B. Vailie J.P.

Megan James  
to  
Templeton Inhabitants

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



successors and assigns that I am lawfully seized in fee simple of the granted premises that they are free from all incumbrances that I have good right to sell and convey the same as aforesaid and that I well and lawfully execute and administration shall warrant and defend the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons And for the consideration of said \$ Julia Morgan wife of the said James Morgan hereby release unto the grantee and its successors and assigns all rights of or to both to us and homestead in the granted premises.

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

Signed sealed and delivered James Morgan (seal)  
in presence of Julia Morgan (seal)  
As Witness to of Me. }  
of Morgan. }  
Notary Public for the County of Worcester Massachusetts  
Subscribed August 5 1892 Then

personally appeared the above named James Morgan and acknowledged the foregoing instrument to be his free act and deed before me Notary Public of the County of Worcester Massachusetts August 5 1892 at 5 15 PM at 18. C. J. Hillier Notary

Dear Albert to  
to  
Mr. J. Walker

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

Exhibit  
D

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

See Plan  
Book 221,  
Plan 97

with warranty covenants  
the land in

(Description and encumbrances, if any)

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

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

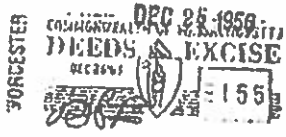
THENCE: northeasterly at an included angle of 101°-37' by the said line of School Street, 56.95 feet to an iron pipe;

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

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

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

Meaning and intending to convey a portion of the deed from James E. Meegan to Frank J. O'Neil and Elizabeth M. Smith dated October 16, 1945 and recorded with Worcester District Registry of Deeds, Book 297, Page 62.



Inland of said grantor

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

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

James J. O'Neil  
Elizabeth M. Smith

The Commonwealth of Massachusetts

Worcester, ss. November 15 1956

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

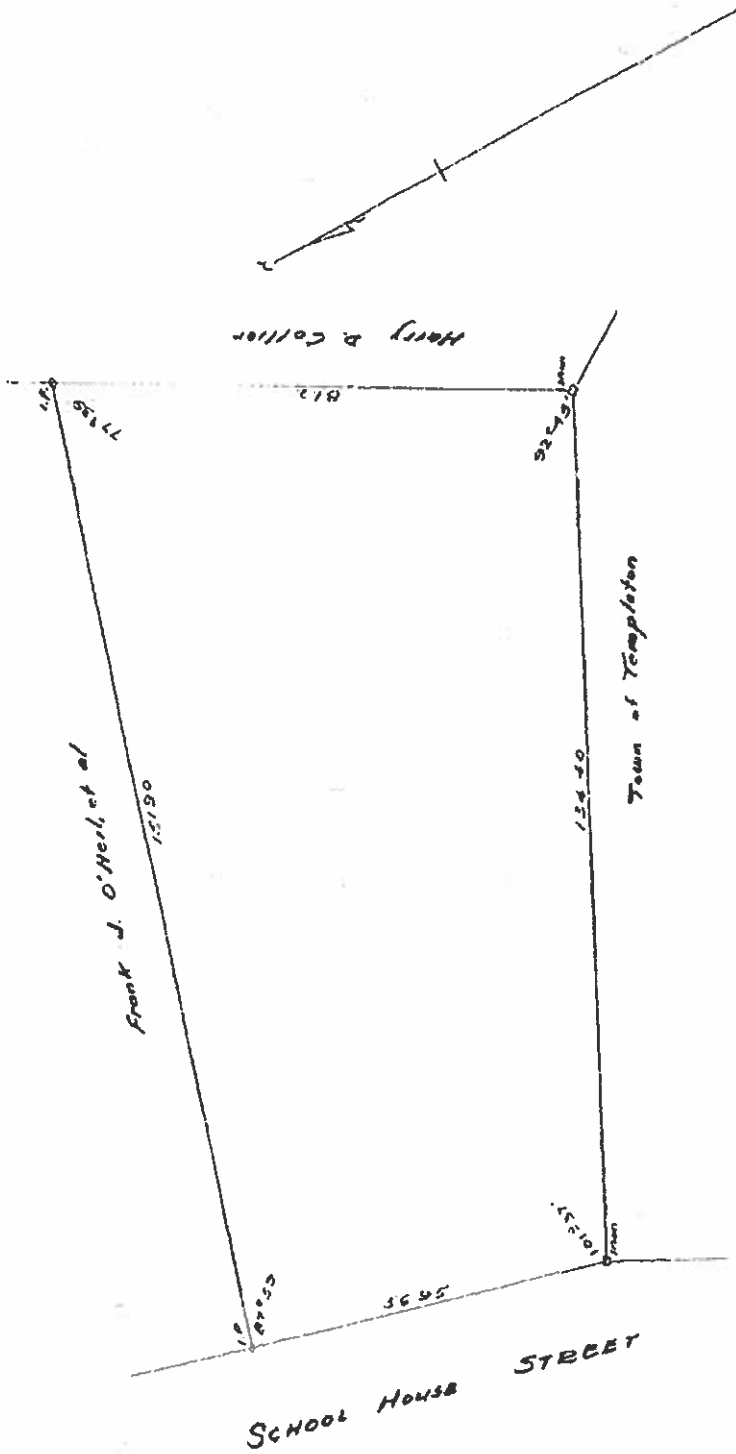
and acknowledged the foregoing instrument to be his free act and deed, before me

Philip Howard  
Notary Public

My commission expires February 6, 1960

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

Exhibit  
E



PLAN OF LAND  
OF  
FRANK J. O'NEIL, ET AL

BARCLAYVILLE VILLAGE  
TEMPLETON, MASS.  
Scale: 1 inch = 20 ft. Aug 7, 1956  
Stanley G. Kendall, C.E.

Approval of Plan 12/22/56  
Approved by the  
Planning Board  
of Templeton  
August 2, 1956  
Stanley G. Kendall, C.E.

MONESTER DISTRICT PLAN  
OF BARCLAYVILLE VILLAGE  
TEMPLETON, MASS.  
1 Dec. 16, 1956  
1 22 1956  
TEST

**KNOW ALL MEN BY THESE PRESENTS**

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

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

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

IN WITNESS WHEREOF, the said NEW ENGLAND POWER COMPANY has

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

NEW ENGLAND POWER COMPANY

By J. F. Kaslow  
President

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

By Alfred D. Houston  
Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

December 29, 1983

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

Before me,

David C. [Signature]  
Notary Public

My Commission Expires: April 16, 1987

Recorded DEC 30 1983 3:02 h/c m/AM



## **PROPOSAL INTENT RESPONSE FORM**

**RFP Title:**

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

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

Choose one of the following options:

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

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

Please provide the following contact information:

Name (first, middle, last):

Title:

Organization:

Email address:

**CERTIFICATION OF NON COLLUSION & GOOD FAITH**

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

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority



**CERTIFICATE OF TAX COMPLIANCE**

**(Corporate)**

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

printed name

name of consultant/business

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

Signature

\_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

**OR**

**CERTIFICATE OF TAX COMPLIANCE**

**(Individual)**

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

\_\_\_\_\_  
(Signature of person signing bid or bid)

\_\_\_\_\_  
(Date)

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

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

**Party 1** \_\_\_\_\_

**Party 2** \_\_\_\_\_

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

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

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

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

**Acknowledgment for Individual**

**State of Massachusetts**

**County** \_\_\_\_\_

**On this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_, **before me personally appeared**

\_\_\_\_\_ (or \_\_\_\_\_  
and \_\_\_\_\_), **to me known to be the person (or persons)**  
**described in and who executed the foregoing instrument, and acknowledged that he/she/they**  
**executed the same as his/her/their free act and deed.**

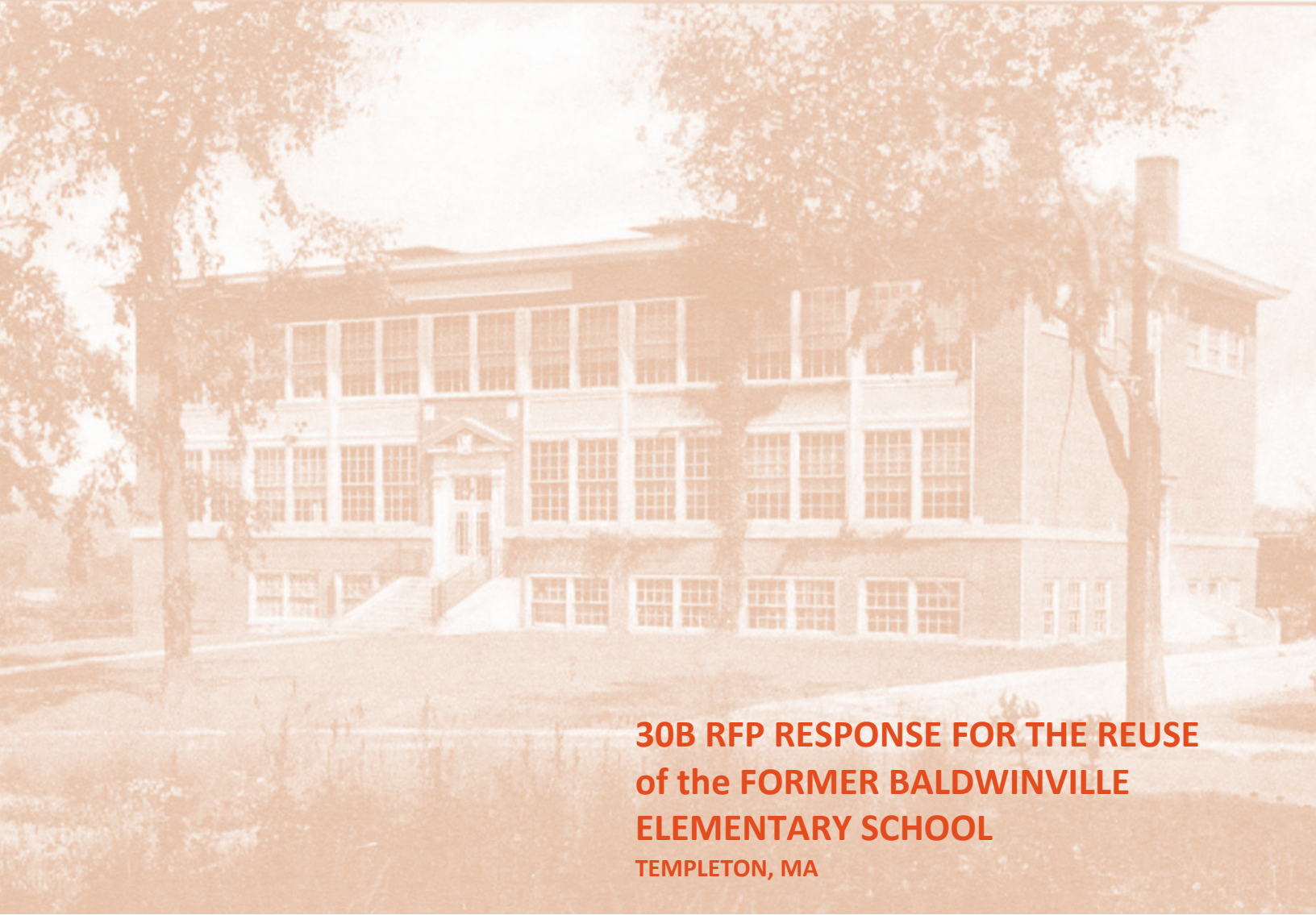
\_\_\_\_\_  
**Notary Public**

**Print Name:** \_\_\_\_\_

**My commission expires:**  
\_\_\_\_\_

A PROPOSAL SUBMITTED TO:

# THE TOWN OF TEMPLETON



## 30B RFP RESPONSE FOR THE REUSE of the FORMER BALDWINVILLE ELEMENTARY SCHOOL

TEMPLETON, MA



MARCH 31, 2020

SUBMITTED BY:  
MPZ DEVELOPMENT LLC  
MILTON, MA 02186

WITH  
ICON ARCHITECTURE, INC  
BOSTON, MA 02110

## TABLE OF CONTENTS

### A. Proposal

1. Cover Letter & Scoring Criteria
2. Contact Information
3. Team's Qualification and Experience
4. Evidence of the Respondent's ability to obtain financing
5. Descriptions and Locations of Similar Projects Developed by the Respondent
6. Signed Proposal Response Form
7. Intended Use of the Property
8. Development Schedule
9. Schematic Site Plans, Conceptual Floor Plans and Renderings

### B. Appendix

1. Team Qualifications/Collateral
2. Required Forms
  - Proposal Response Form
  - Certificate of Non-Collusion
  - Certificate of Tax Compliance
  - Disclosure of Beneficial Interest
  - Acknowledgement of Addendums

# A. Proposal





499 Adams Street, #527  
Milton, MA 02186  
617-645-3534  
[www.mpzdevelopment.com](http://www.mpzdevelopment.com)

March 31, 2020

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

Re: Response to Request for Proposals for Reuse of Baldwinville Elementary School

Dear members of the reviewing committee,

MPZ Development LLC (MPZ) is pleased to submit the enclosed proposal to be considered for the redevelopment of the Baldwinville Elementary School and its associated site located in the Baldwinville Village of Templeton. MPZ's proposal package responds to "Section VIII, IX & X," outlined on pages 10-14 of the Baldwinville Elementary School RFP dated February 12, 2020. Pursuant to Section VIII and Addendum four (4) of the RFP, enclosed is one thumb drive with an electronic copy of the proposal response, and bank check with the application fee of \$5,000. A PDF was also mailed to Adam Lamontagne, Assistant Town Administrator.

The Baldwinville School presents challenges that are exciting and similar to MPZ's past projects. MPZ has many years of expertise and experience in the development of mixed-income and affordable housing, as well as mixed-use projects. MPZ's primary goal is to work collaboratively with the Committee on a vision to redevelop 16 School Street Street into privately owned mixed-income housing that will well serve Baldwinville and the greater Templeton community. To accomplish this goal, MPZ has assembled a highly regarded team of expert consultants.

Some of the highlighted team members include **ICON Architecture** as the architect. ICON has significant experience creating high quality historic renovation and mixed-income developments. **Keith Construction** as the general contractor, with an expertise in undertaking complex historic renovation projects and new construction. **Epsilon Associates** who will oversee the historic preservation compliance and application process as they have for so many other similar type projects. The balance of the proposed team will be professionals that are experts in providing the services needed to effectuate high quality development projects.

MPZ understands that it is the town's goal to transform the vacant and blighted site into a vibrant and productive housing use. MPZ envisions a true Public Private Partnership (PPP) with the Town so that – jointly – we can effectuate the redevelopment of the site into privately owned and managed mixed-income rental housing. Our proposed redevelopment will allow for the

redeveloped site to contribute financially through added taxes and help to meet larger housing goals within the Town of Templeton. MPZ looks forward to discussing the development plan with the Committee should the proposal meet and exceed the Evaluation Criteria.

In order to construct a high-quality development that properly preserves the school building and creates additional units of housing, MPZ anticipates requesting various local, state and federal housing and historic rehabilitation subsidies. The proposal assumes \$6,200,000 in a combination of tax credits and subsidies from DHCD, and \$1,173,297 from the Town of Templeton in CPA. The requested subsidies from the Town will leverage 17 times or \$18.9 million its amount of resources into the project and will be offset by various payments identified in the project's development budget and through new tax revenues. The requested town resources could be contributed over the course of a few years and MPZ believes there may be an opportunity for the Town's funding to be partially or fully repaid over time. If the development's cash flow after expenses and first mortgage debt service exceed a to-be-determined threshold, a portion of cash flow exceeding that threshold could be used to repay the Town's financial commitments. Finally, the building will utilize federal and state historic tax credits and will be rehabilitated in accordance with the Secretary of the Interior's Standards for Rehabilitation.

The team's foremost goal is to bring value to communities by rehabilitating structures of historical significance to create housing and amenities for area residents. We not only desire to create properties that will maximize value for area taxpayers, but that will also impact the community by improving living conditions and raising the bar for expectations of future area developments. The proposal will provide reasonably priced, high-quality housing opportunities to Templeton's households and will provide new housing in a community where over 50% of its units were constructed prior to 1961. The development team is devoted to helping the Town of Templeton prosper and hope to invest our time and financial resources to ensure the Baldwinville School rehabilitation is successful.

Please contact me directly if you have any questions regarding this proposal response.

Mathieu Zahler (617) 645-3534 or [mzahler@mpzdevelopment.com](mailto:mzahler@mpzdevelopment.com)

I look forward to working with you and your team on this exciting redevelopment opportunity.

Sincerely,



Mathieu P. Zahler  
managing member

Enclosures

Cc: Carter Terenzini and Adam Lamontagne

## 1. COVER LETTER & SCORING CRITERIA

*Taken from Section 10 of the RFP with conformance notations*

### Comparative Evaluation Criteria

#### 1. Overall responsiveness to the submission requirements

**Highly Responsive – 3 Points:** This response comports with the core elements and requirements of the RFP offering a clear and comprehensive plan as described in Sections 2-9 of the enclosed MPZ proposal response as well as the attached appendix.

#### 2. Impact on economic conditions in Templeton

**Highly Responsive – 3 points:** As described in Section 7 of the RFP the redevelopment would provide new tax revenues (approximately \$100,000.00 per year, once completed), an acquisition fee and other fees to the Town during construction. The redevelopment would also provide much needed housing for the residents of Templeton.

#### 3. Project feasibility and financial strength of the developer

**Highly Responsive – 3 points:** As requested in Section 4 is a letter from the developer's financial institution showing availability of resources. Additionally, MPZ has provided references for three comparable projects listed in Section 5. Lastly, in Section 7 the developer has offered a concept that is financeable and feasible.

#### 4. Developer's Project Plan and Schedule

**Highly Responsive – 3 points:** As described in Sections 7 and 8 of the proposal response MPZ has provided a project plan that will create 50 additional units of housing for the town and has also included a draft schedule for the redevelopment which incorporates all permitting and financing milestones.

#### 5. Compatibility with the needs and characteristics of the neighborhood

**Highly Responsive – 3 points:** As described in Section 7 of the proposal, the plan is responsive to the town's 2017 Master Plan and the new building design would fit within the existing neighborhood context.

#### 6. Plans to address the parking needs of the property

**Highly Responsive – 3 points:** As described in Section 7 of the response the development plan will look to provide approximately 70 spaces onsite and enter into a shared parking agreement with the Town for the 16 existing municipal parking spaces on School Street for a total of 86 spaces.

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

**Highly Responsive – 3 points:** As described in Section 7 of the proposal MPZ is looking to rehabilitate the Baldwinville School which will save a beloved historic asset and will address multiple segments of this category including special treatment of a historic location, utilization of an underutilized and blighted site and providing much needed landscape improvements.

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

**Highly Responsive– 3 points:** As described in Section 7 of the proposal this project meets the goals housing goals stated in the 2017 Community Master Plan as well as providing open space and saving a historic building.

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

**Highly Responsive – 3 points:** As described in Sections 3, 5, 7 and the appendix of this proposal the larger development team’s past experience will allow for the preservation and restoration of the exterior, and much of the interior, of the Baldwinville School as required by the Massachusetts Historical Commission and National Park Service so the project would be eligible for federal and state historic tax credits.

**Estimated Total Projected Points 27**

## 2. CONTACT INFORMATION

MPZ Development LLC is the lead respondent for the Baldwinville Elementary School disposition. The Principal of the company, Mathieu P. Zahler will be the main point of contact for all project related inquiries. The company's contact information is as follows:

MPZ Development LLC  
499 Adams Street # 527  
Milton, MA 02186  
Tel: 617-645-3534  
Email: [mzahler@mpzdevelopment.com](mailto:mzahler@mpzdevelopment.com)  
Website: [www.mpzdevelopment.com](http://www.mpzdevelopment.com)

### 3. TEAM'S QUALIFICATIONS AND EXPERIENCE

#### Development Team

The following development team has been formed to include industry experts ensuring a seamless and successful completion:

- **Developer:** *MPZ Development LLC* ([www.mpzdevelopment.com](http://www.mpzdevelopment.com)) Mathieu P. Zahler is the owner and manager of the Milton, MA based MPZ Development LLC. Matt has more than 17 years of experience in both the design and construction industry and the field of real estate development.

Prior to establishing MPZ Development in 2017, Matt was a Senior Project Manager at Trinity Financial, Inc., in Boston, where he oversaw some \$423 million in development and the creation of nearly 860 housing units over nine years. He also gained experience through positions at The Boston Garden Development Corporation (Boston) and at JJ Gumberg, Inc. (Pittsburgh), where he was involved in the development and operation of over 17 million square feet of retail and commercial space, conducting portfolio analysis of operational and capital needs. Matt is a licensed real estate broker in the Commonwealth of Massachusetts and the owner of MPZ Brokerage LLC.

Before he specialized in real estate development, Matt was the Director of Policy and Development for A Better City (ABC), where he oversaw the organization's policy activity and legislative agenda. In that role he managed the abutters groups and private partnering process for the City of Boston's Crossroads Initiative, the Silver Line Phase III Business and Institutional Committee, South Boston Stakeholders, and ABC's foundation and government relations. Matt's earlier work in the design and construction field was at Kallmann, McKinnell and Wood Architects, as a draftsman and then as a marketing coordinator; at HNTB Inc., in a marketing coordination capacity; and as Marketing Director for Copley Wolff Design Group.

- **General Contractor:** *Keith Construction:* ([www.keithconstruction.net](http://www.keithconstruction.net)) specializes in multifamily residential construction and completed work on The Cordovan at Haverhill Station in Haverhill, Whaler's Place in New Bedford, and Wilber School Apartments in Sharon.
- **Legal (Financing and Development):** *Nixon Peabody LLP:* ([www.nixonpeabody.com](http://www.nixonpeabody.com)) Nixon Peabody's Affordable Housing practice is highly skilled in federally assisted housing or accessing capital markets for housing development. Its attorneys—many of whom formerly worked at HUD in several legal and policy positions—have been involved with every major federal affordable housing initiative in the last 40 years.

- **Architect:** *ICON Architecture (ICON)* ([www.iconarch.com](http://www.iconarch.com)) ICON is a 50-person, Boston based, women-owned architectural practice. Our work focuses on sustainable transformative projects that create new paradigms for transformative living and range from transit-oriented development to innovative adaptive reuse, and from low-rise to high-rise construction. Our team has contributed to the design and construction of over 20,000 housing units throughout New England, with 2,000 currently under design or in construction this year. Their adaptive reuse historic school housing projects include: The Coady School, Borne; Simkins School, South Yarmouth; Fulton School, Weymouth; School Street Residences, Athol.
- **Property Manager:** *Trinity Management LLC (TMLLC)*([www.trinitymanagementllc.net](http://www.trinitymanagementllc.net)) TMLLC's mission is to meet the programmatic and financial goals of our owners by providing exceptional, customer-focused property management services. Our goal is to aid in the revitalization of communities, enhancing the lives of our residents and neighbors, strengthening local commerce, and fostering opportunities for positive growth.
- **Historic Consultant:** *Epsilon Associates, Inc.* ([www.epsilonassociates.com](http://www.epsilonassociates.com)) Epsilon's team of Historic Preservation Specialists provides clients with the insight and guidance needed to secure project approvals and clearances from local, state, and federal agencies, State Historic Preservation Offices, the National Park Service, and local historic district commissions. Having previously worked at the Massachusetts Historical Commission, Boston Landmarks Commission, National Park Service, City of Newton Planning Department and other preservation planning organizations and -rms, Epsilon's senior level historic preservation staff has a unique understanding of regulatory requirements and agency expectations.

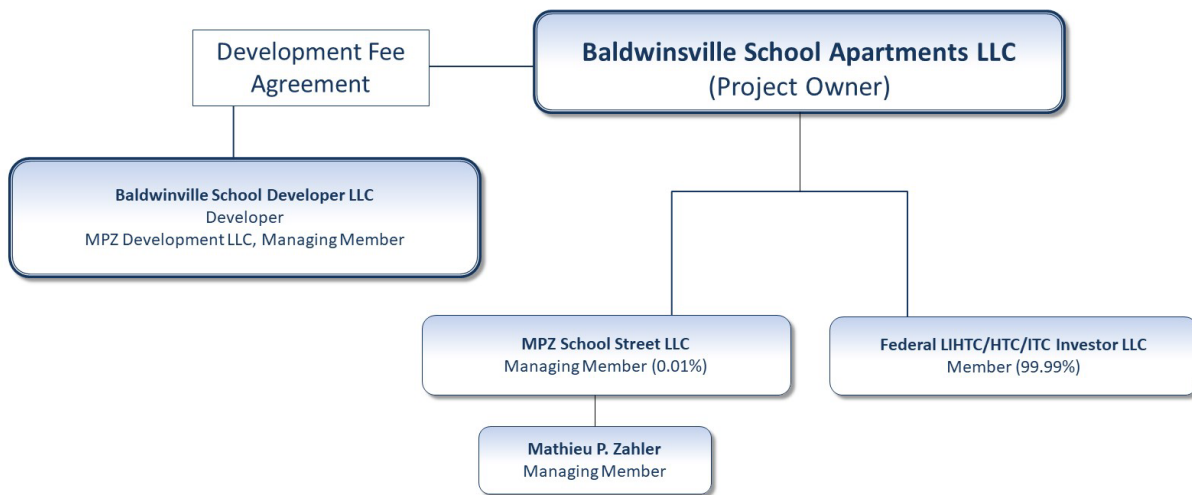
**Team resumes are attached at the back of this section and additional company information can be found in Section B, Appendix 1**



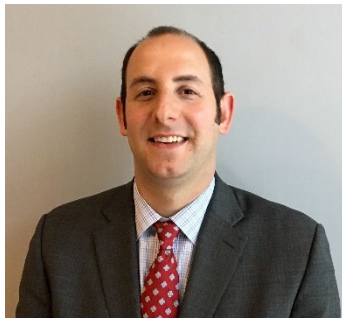
## Ownership Entity

If this proposal is selected, a Massachusetts single purpose ownership entity will be created and owned Mathieu P. Zahler. Other entities will also be created for the respective project Phases to create an ownership structure that meets the needs of the project and its complex financing structure. Below is a draft organizational chart\* to which gives a sense of how these entities will be linked to one another:

### Baldwinville School Apartments Organizational Chart



\* The RFP respondent reserves the right to admit a JV partner to developer upon approval of the Town.



---

## MATHIEU P. ZAHLER

MANAGING MEMBER

499 Adams Street, #527

Milton, MA 02186

T 617.645.3534

E [mzahler@mpzdevelopment.com](mailto:mzahler@mpzdevelopment.com)

[www.mpzdevelopment.com](http://www.mpzdevelopment.com)

Based in Milton, MA, MPZ Development is a developer of affordable, mixed-income, market rate and historic apartment communities.

### SKILLS & ABILITIES

Affordable Housing

Mixed-Income Housing

Historic Rehabilitation

Public Private Partnerships

Urban Redevelopment

Low-Income Housing Tax Credits

Historic Rehabilitation Tax Credits



DEVELOPMENT

### EXPERIENCE

MPZ DEVELOPMENT LLC, MILTON, MA

MANAGING MEMBER, 2017 – PRESENT

TRINITY FINANCIAL INC., BOSTON, MA

SENIOR PROJECT MANGER, 2010 – 2018

A BETTER CITY INC., BOSTON, MA

DIRECTOR OF POLICY AND DEVELOPMENT, 2009 – 2010

BOSTON GARDEN DEVELOPMENT COPR., BOSTON, MA

DIRECTOR OF POLICY AND DEVELOPMENT, 2008 – 2009

### EDUCATION

CARNAGIE MELLON UNIVERSITY, HEINZ COLLEGE, PITTSBURGH

MASTER OF SCIENCE IN PUBLIC POLICY AND REAL ESTATE, 2008

CONNECTICUT COLLEGE, NEW LONDON

BACHELOR OF ARTS IN ARCHITECTURAL HISTORY, 2001

### RELEVANT EXPERIENCE (PARTIAL LIST)

#### In Development

McElwain School Apartments, 57 Units, Bridgewater, MA

10 Stonley Road, 45 Units, Jamaica Plain, MA

#### Completed

Treadmark Building\*, 83 Units and ground floor retail, Dorchester, MA

Enterprise Center\*, 224 Units and 55K of Office/Retail, Brockton, MA

Randolph Houses\*, 318 Units, Harlem, NY

Bristol Commons and Lenox Green\*, 160 Units, Taunton, MA

Regency Tower\*, 129 Units, New Bedford, MA

Washington Beech\*, 206 Units, Roslindale, MA

\*completed while an employee of Trinity Financial Inc.

### PROFESSIONAL ASSOCIATIONS

Citizens Housing and Planning Association, Production & Preservation Committee

The Urban Land Institute, Policy Committee



**Education**

Bachelor of Architecture,  
University of Minnesota, 1985

Bachelor of Environmental Design,  
University of Minnesota, 1985

Design Studio Abroad,  
Rome, Italy, 1984

**Registration**

Massachusetts (7399)

**International Work**

Istanbul, Turkey 1988-89

**Affiliations**

CHAPA

Preservation and  
Production Committee

AIA MA Government Affairs  
Committee, Member

Boston Society of Architects

BSA Renovate for Recovery  
Registered Design Professional

U.S. Green Building Council

**Speaking Engagements**

ABX 2012: Survival Strategies for  
Existing Buildings

ABX 2012: Living on Track

ABX 2019: Rethinking Reality -  
Preservation Path to  
Affordable Housing

**Relevant Experience**

Principal-in-Charge, **Rindge Commons**, Cambridge, MA: Optimizing full potential of this iconic site, ICON's design of infill structures transform the character of this property and include mixed uses while adding 100 units of affordable housing.

Principal-in-Charge of CA, **Avenir**, Boston, MA: A 241-unit, mixed-use residential development on a former MBTA parcel in Boston's Bulfinch Triangle above the MBTA's North Station. Avenir elegantly combines upscale apartments with vibrant retail and transportation links in Boston's Bulfinch Triangle sports and entertainment district. The 10-story building's varied massing and texture respond to the historic Bulfinch Triangle context of individual buildings aggregated over time. Tall, multi-level lofts wrap the internal parking structure to conceal it from street view, while upper level apartments enjoy the expansive terraces between building volumes.

Project Manager, **One Canal**, Boston, MA: Transit-oriented development in Boston's Bulfinch Triangle, including retail and parking below 310 rental apartments built over the MBTA Orange and Green Lines and the Central Artery Tunnel.

Project Manager, **Washington Beech (Phase II)**, Roslindale, MA: Transformation of a severely distressed development into a HOPE VI community of over 200 housing units in a range of types, incorporating leading edge energy and air quality strategies; all units take advantage of passive solar energy; LEED-H gold certified

Principal-in-Charge, **Chelmsford Woods Residences**, Chelmsford, MA: New construction of 116 units of affordable, low-rise townhouses with garden and clubhouse.

Principal-in-Charge, **North Point Lofts**, Cambridge, MA: Adaptive Reuse of 1926 concrete meat packing plant into 103 units of transit-oriented microloft housing as part of the Northpoint District. and is conveniently located near the Lechmere MBTA station. These studio apartments range in size from 330 to 700 square feet, each with floor-to-ceiling windows and contemporary interiors designed to meet LEED-NC Silver criteria.

Principal-in-Charge, **Simon C. Fireman Community Renovation and Expansion**, Randolph, MA: ICON is currently working on a phased modernization for this 3 story, 160 unit Senior Living Facility owned by Hebrew Senior Life. Expansion of site for another 50-units.

Principal-in-Charge, **Cambridge Housing Authority: Washington Elms Modernization**, Cambridge, MA: Extensive Existing Conditions and Schematic design programming through construction for modernization of an occupied 15 residential + 2 support building site; \$24M construction budget for broad and varied scope addressing most critical need across the housing development for the next 20 years; funded through HUD's Rental Assistance Demonstration program.

Principal-in-Charge, **Smith House**, Boston, MA: Renovation and modernization of 132 one-bedroom affordable occupied apartments in a 12-story, 1970's era concrete high-rise for seniors. Reprogramming of all amenity areas for seniors was completed.

Principal-in-Charge, **Maverick Landing**, East Boston, MA: Award-winning \$150M project on a nineacre waterfront site near the Maverick MBTA station. A multi-phase, multi-ownership, multi-family residential development built as a prototype for affordable green development totaling 426 sustainable units. LEED-certified.

Principal-in-Charge, **MSBA's Green and Accelerated Repair Program**: 26 different projects across 11 districts, 19 schools. Sustainable energy saving measures that include mechanical system upgrades, window and door replacement, roof and insulation repairs. All projects incorporate principles and standards of sustainable design ranging from \$400k to \$2M in construction cost.

Principal-in-Charge, **The Coady School Residences**, Bourne, MA: Fifty-eight residential units for active seniors are situated amongst a variety of communal spaces rich in historic character retained in the renovations: original open stairs, full proscenium at the entry lobby, and science greenhouse restored as a sun room - all washed in natural daylight through the large restored windows.



**Education**

Bachelor of Architecture, Boston  
Architectural Center, 1998  
Received High Honors for Thesis

Associate of Science in  
Architectural Technology, Hartford  
State Technical College, 1982

**Registration**

Massachusetts (20683)

**Relevant Experience**

Project Manager, **Appleton Mills**, Lowell (MA): Award winning adaptive reuse of a historic mill building on the Hamilton Canal into a 130-unit, mixed-income, artists' live/work development.

Project Manager, **Van Brodie Mill**, Lawrence, MA: Renovation of an existing historic mill building into 100+/- family-oriented lofts and a ground-level amenity center for residents. The renovation totals 145,488 GSF.

Project Manager, **Marriner Mill**, Lawrence, MA: Marriner Mill is located in the Arlington Mills Historic District in Lawrence. ICON will carry out a substantial rehabilitation of the structure to national Park Service standards. 84 apartments of low to moderate income housing will be created with a focus on 2 and 3 bedroom units. The renovation will be a companion to the neighboring Van Brodie Mill currently under construction in this historic district.

Project Manager, **Boston East**, East Boston (MA): The revitalization of a vacant piece of land into 200 apartments. The project provides public access to the waterfront and bridges two important centers of East Boston.

Project Team Manager, **The Plant & Cuban Revolution**, Providence (RI): An adaptive reuse project that includes the conversion of a 19th century Fabric Dying and Bleaching calendaring facility into artist live/work housing and a mixed use office park.

Project Manager, **Enterprise Office Building**, Brockton (MA): Adaptive reuse of a 55,000 SF former newspaper plant for commercial office space.

Project Manager, **Centre 50 & Enzo Flats**, Brockton (MA): Enzo Flats and Centre 50 are the first residential phase of a new multi-acre, mixed-used downtown redevelopment in the Gateway City of Brockton. This new, mixed use district includes the restored Enterprise Block, 200,000 SF of new office space, and restaurant and retail area. The residential component includes 250 apartments located within a one-block walk of the Brockton Commuter Rail Station.

Project Team Manager, **Fulton School Residences**, Weymouth (MA): Adaptive reuse of 1928 historic school with new construction, 63 units of affordable senior housing.

Project Manager, **110 Canal**, Lowell (MA): Renovation of the historic Freudenberg Nonwovens mill building renovation into modernized commercial space, a key piece in the city's \$800M Hamilton Canal District revitalization project.

Architectural Designer, **Olmsted Green**, Boston (MA): Design development / construction documentation for the design of 520 units of new mixed-income housing on the former Boston State Hospital Site. Focused on bathroom, kitchen, and unit interior compliance with MAAB and FHA.

Project Manager, **MSBA's Green and Accelerated Repair Program**: 26 different projects across 11 districts, 19 schools. Sustainable energy saving measures that include mechanical system upgrades, window and door replacement, roof and insulation repairs. All projects incorporate principles and standards of sustainable design ranging from \$400k to \$2M in construction cost.

Project Team Manager, **Emerson College Atrium**, Boston (MA): Design of an infill project for the existing light well in Emerson College's Walker Building.

Project Team Manager, **Vine Street Community Center**, Boston (MA): Rehabilitation and adaptive reuse of a 26,000 SF historic masonry structure resulted in a modern community center.

# THE KEITH TEAM

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## Executive Team

From the top down, we recognize what it takes to build out a project successfully. With over 100 years of construction leadership experience, this executive team helps drive a building program integrated with the client's goals and strategy.

### **John W. Keith      President and Partner**

John W. Keith has over 45 years' experience in the development and general contracting fields of construction. He has vast knowledge in dealing with state funding organizations and programs, Tax Credits, HUD, and other related organizations. This knowledge and his experience in not only being a successful developer but in dealing with some of the most successful developers in the region makes Mr. Keith a valuable and competent professional in any development or construction team. John W. Keith is also the founder of Keith Properties Inc., a property management company with over 1500 units under management.

### **Timothy E. Forde      Vice President and Partner**

Tim Forde is Vice President of all construction operations and Partner. Tim has over 35 years' experience in the construction industry. Tim was one of the key team members in Mr. Keith's Central Street Construction prior to partnering to create Keith Construction. Tim is the executive leader in charge of both project management and field operations for Keith Construction. He has the uncanny ability to quickly understand and help deal with any situation, whether simple or complex.

### **Vanessa Aguiar      Controller**

Vanessa started full-time with Keith Construction in 2013 as a Contract Administrator after working part-time at KCI during her final year of college. She graduated with a BS in Accounting and a minor in Legal Studies from Bryant University. Between her internship in construction accounting at a local accounting firm and her accounting experience as the Office Manager for a landscaping/demo company, Vanessa brings extensive experience in administration and project accounting to her current role.

# Douglas J. Kelleher

## Principal / Historic Preservation Specialist

### EDUCATION

Certificate, "Development Permitting in Boston," Massachusetts Continuing Legal Education

Certificate, "Green Strategies for Historic Buildings," National Preservation Institute (NPI)

Certificate "Sec. of the Interior's Standards for the Rehabilitation of Historic Properties," NPI

Certificate "Issues in Federal Cultural Resource Compliance," NPI, Alexandria, VA

B.S., Historic Preservation Planning, Roger Williams College

London Preservation Studies Program, Roger Williams College

### PROFESSIONAL MEMBERSHIPS

Board of Directors, Preservation

Massachusetts

Salem Historical Commission, past member

National Trust for Historic Preservation

Essex National Heritage Commission

Boston Preservation Alliance

Historic New England

Historic Salem, Inc.

Boston Athenaeum

Historic Boston, Inc.

Society of Architectural Historians

Mr. Kelleher has more than 27 years of professional experience in historic preservation planning, cultural resource management, historic tax credits and architectural design review. At Epsilon, Mr. Kelleher is a Principal of the firm and Manages Epsilon's team of highly respected Historic Preservation professionals. He assists clients with strategic consulting for compliance with local, state, and federal historic preservation regulations. Mr. Kelleher provides assistance to clients in meeting regulatory requirements through consultation with state and federal agencies and the preparation of environmental impact assessments and documentation, and Chapter 254, Section 106, and Section 4(f) evaluations.

Mr. Kelleher has an expertise in state and federal historic rehabilitation tax credits. He provides guidance to developers and architects on the appropriate adaptive reuse and redevelopment of historic buildings in order to comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties. His background meets the Secretary of the Interior's Qualifications as a Historic Preservation Consultant.

Prior to joining Epsilon in 2005, Mr. Kelleher was a Senior Preservation Planner with a large engineering consulting firm where he was responsible for establishing a cultural resources compliance practice. Mr. Kelleher's background also includes nearly six years as a Preservation Planner with the Massachusetts Historical Commission.

**PROFESSIONAL EXPERIENCE*****Select list of State and Federal Historic Tax Credit Projects***

- ◆ *Central Grammar Apartments, Gloucester, MA.* Project Manager for the preparation of State and Federal Historic Tax Credit Applications for the substantial rehabilitation of an 1889 / 1922 former grammar school building for 80 units of the affordable elderly housing. The project included masonry repairs, mechanical system upgrades and the installation of historically appropriate replacement windows.
- ◆ *Chapin School, Chicopee, MA.* Project Manager for the preparation of State and Federal Historic Tax Credit Applications and a National Register of Historic Places nomination for the late 19<sup>th</sup> / early 20<sup>th</sup> century Chapin School as part of its conversion to housing for formerly homeless veterans.
- ◆ *Bowdoin Manor, Beacon Hill, Boston, MA.* Project Manager for the preparation of State and Federal Historic Tax Credit Applications for the rehabilitation of two early 20<sup>th</sup> century masonry buildings located on Boston's Beacon Hill for use as 120 single room occupancy residences. Responsibilities also included preparing an MHC Project Notification Form and securing design review approvals from the Beacon Hill Architectural Commission.
- ◆ *Jewett Piano Case Factory, Leominster, MA.* Project Manager responsible for overseeing the preparation of State and Federal Historic Rehabilitation Tax Credit Applications for the conversion of a vacant, late 19<sup>th</sup> century, wood frame, piano case factory building to 41 units of affordable elderly housing.
- ◆ *J.P. Friend & Company Box Factory, Beverly, MA.* Project Manager for the preparation of State and Federal Historic Rehabilitation Tax Credit Applications for an 1896 brick, former box factory converted to single room occupancy residential units for formerly homeless veterans.
- ◆ *Parkhill Mill, Fitchburg, MA.* Prepared necessary research and historic documentation to obtain a determination of National Register eligibility from the Massachusetts Historical Commission and the National Park Service in order for the late 19<sup>th</sup> century textile mill undergoing conversion to affordable elderly housing to qualify for state and federal historic rehabilitation tax credits.
- ◆ *New Home Sewing Machine Company, Orange, MA.* Project Manager for the preparation of State and Federal Historic Rehabilitation Tax Credit Applications for the conversion of late 19<sup>th</sup> century industrial buildings to 60 units of new affordable elderly housing.
- ◆ *Livingston School, Albany, NY.* Project Manager responsible for overseeing the preparation of State and Federal Historic Rehabilitation Tax Credit Applications for the conversion of a former 1932 school to 103 units of affordable housing.





## CONTACT

Paul E. Bouton  
Partner

**Boston**  
Exchange Place  
53 State Street  
Boston, MA 02109-2835  
Phone: 617-345-1240

Fax: 866-947-1841  
pbouton@nixonpeabody.com

## SERVICES

Real Estate

Real Estate & Community  
Development

Affordable Housing

Community Development  
Finance

## EDUCATION

Boston College Law School,  
J.D.

University of Connecticut,  
M.B.A.

University of  
Massachusetts, B.B.A.

## ADMISSIONS

Massachusetts

## PAUL E. BOUTON

Paul Bouton is a partner in Nixon Peabody's Affordable Housing group. He represents affordable housing developers in the development and preservation of affordable housing, primarily in Massachusetts.

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### What do you focus on?

I focus my practice on all aspects of affordable housing finance and development. I have represented owners and developers in the production and preservation of tens of thousands of affordable housing apartment units.

As part of my work in affordable housing finance, I have gained significant experience in structuring and documenting partnership arrangements between developers, owners, investors and others involved in affordable housing development.

I have developed legislative experience as well, as I helped write and implement two Massachusetts state laws relating to affordable housing preservation and development, specifically the Massachusetts state low-income housing tax credit program and the Massachusetts affordable housing preservation law (40T).

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### What do you see on the horizon?

The scarcity of resources to develop and preserve affordable housing will continue to be an issue. In order to compete for these resources, clients must put together an excellent project team and demonstrate that the proposed projects are well conceived and ready to proceed.

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## Representative Experience

- Several owners/developers in the acquisition, financing and rehabilitation of a number of existing multifamily affordable housing developments.
- The owner in the acquisition and financing of a historic building and conversion into affordable housing. The financing included federal and state low-income housing and historic tax credits.
- An owner in the acquisition and financing of a scattered site affordable housing development in Boston, acquired in a Bankruptcy Court Section 363 sale.
- The owner in the refinancing of a 508-unit luxury apartment complex in Boston.
- An owner in the recapitalization of a 967-unit affordable apartment complex in Hyde Park, Massachusetts.
- A developer in the financing of a 100-unit 40R development in Lakeville, Massachusetts.
- A purchaser in the acquisition and development of property in Danvers and Peabody, Massachusetts, which was the subject of significant environmental contamination.
- A joint venture between Edward Fish and Arthur Winn in connection with the redevelopment of Mission Main, a public housing development in Boston, Massachusetts.



## CONTACT

Ruth H. Silman  
Partner  
Office Managing Partner,  
Boston

### **Boston**

Exchange Place  
53 State Street  
Boston, MA 02109-2835  
Phone: 617-345-6062  
Fax: 866-947-1897  
rsilman@nixonpeabody.com

## SERVICES

Environmental  
Energy  
Real Estate  
Real Estate & Community  
Development  
Climate Change  
Environmental Permitting  
& Compliance  
Siting & Permitting  
Energy Project Permitting  
Renewable Energy  
Brownfields  
Redevelopment  
Energy Regulation  
Food, Beverage &  
Agriculture

## EDUCATION

Boston University School of  
Law, J.D.  
Cornell University, B.A.

## RUTH H. SILMAN

Ruth Silman concentrates her practice on complex land use, environmental and energy matters. She leads Nixon Peabody's Climate Change team, an interdisciplinary group of lawyers and environmental specialists focused on meeting the challenges and seizing the opportunities emerging from legislative, regulatory and judicial actions related to climate change. Ruth is also the Managing Partner of the Boston Office.

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### What do you focus on?

I love the depth and breadth of my practice because there is always a new issue or development.

#### **Siting and Permitting**

I work with clients to obtain zoning, land use and environmental permits and approvals for their projects. My clients include real estate developers, renewable energy developers, manufacturers, business owners, investors, private landowners and municipalities.

#### **Regulatory Compliance**

I help clients navigate through environmental and energy regulations to comply with existing rules, prepare for future provisions and understand evolving issues. One of my specialties is the Clean Air Act; currently, I am working with a number of manufacturing clients facing permitting and enforcement matters.

#### **Climate Change and Sustainability**

I represent companies who are impacted by climate change and climate change policy. We collaborate on how to face the new realities posed by climate change, as well as how to implement sustainable practices to prevent further impacts to the environment. I am working with a large



## ADMISSIONS

Massachusetts

Rhode Island

U.S. District Court, District  
of Massachusetts

beverage client on reducing water impacts and water conservation measures.

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## What do you see on the horizon?

I see the need to address environmental, energy and sustainability issues in a holistic fashion to help my clients implement processes that work for their growing businesses.

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## Recognition

Ruth has been selected by her peers for inclusion in *The Best Lawyers in America*© 2019 in the field of Environmental Law. She has been listed in *Best Lawyers in America* since 2011.

Ruth has also been recognized for exceptional standing in the legal community in *Chambers USA: America's Leading Lawyers for Business 2018* for Environment (Massachusetts). She has also been recognized in *Chambers USA* in previous years.

Ruth was nominated by her peers as a leading practitioner in *The International Who's Who of Environmental Lawyers 2013*.

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## Affiliations

Ruth is a member of the Boston Bar Association (former co-chair of the Environmental Law Section), the Environmental Business Council of New England (board member and chairman of the Climate Change and Air Quality Committee), the Air and Waste Management Association (former board member of New England Section), the Real Estate Bar Association, and the American Bar Association (Environment and Natural Resources Section). In her community of Harvard, Massachusetts, Ruth serves on the Board of the Virginia Thurston Healing Garden which provides integrative therapies to cancer patients and their families.

## KATE FRANCO

CHIEF EXECUTIVE OFFICER | [kfranco@trinitymanagementcompany.com](mailto:kfranco@trinitymanagementcompany.com)

### TRINITY MANAGEMENT, LLC | Boston, MA

Chief Executive Officer | November 2011 – Present

- Responsible for all aspects of the Company, which includes more than 7,600+ units of housing in four states and more than \$1 billion in assets.
- Develops and implements vision and guidance of the Company.
- Manages day-to-day operations and resources.
- Oversees all financial matters, including the development of long- and shore-term financial objectives.
- Pursue avenues for new business and expansion in market-rate and affordable housing sectors.
- Ensures compliance with all federal, state and local laws.
- Fosters and promotes a culture of exceptional client resources, service delivery and employee engagement for 270+ Team members.

### MB MANAGEMENT COMPANY | Braintree, MA

Chief Operating Officer/Partner | 1990 – November 2011

Began as a Senior Property Manager in 1990, promoted to the Director of Marketing and Business Development in 2002, Promoted in 2006 to the Director of Property Management/Partner, and became Chief Operating Officer and Partner in January 2010 with responsibility for all operations.

- Provided oversight and guidance to Directors, Asset Managers, executive staff and departments.
- Established field offices to grow the Company through new business.
- Created and implemented a business plan to make MBMC a leading third-party property management and housing consulting company.

### CLAREMONT MANAGEMENT COMPANY/BEACON MANAGEMENT COMPANY | Boston, MA

Various Positions | 1980 – 1990

### PROFESSIONAL AFFILIATIONS

- Massachusetts Apartment Association, Past President
- Institute of Real Estate Management, Boston Chapter #4, Past President
- Granite State Managers Association, Past President
- NE Affordable Housing Management Association, Director Emeritus and Past President
- Greater Boston Real Estate Board, Legislative Chairwomen
- National Affordable Housing Management Association, Member
- National Association of Realtors, Member
- National Association of Housing Cooperatives, Member
- Citizens Housing And Planning Association, Member
- New Lease, Board Member
- Real Estate Broker – Connecticut, Massachusetts, and New York
- Notary, State of Massachusetts
- Certified Property Manager (CPM), Accredited Resident Manager (ARM), Certified Assisted Housing Manager (AHM), Housing Credit Certified Professional (HCCP), National Affordable Housing Professional-Executive (NAHP- e), Specialist in Housing Credit Management (SHCM), Site Compliance Specialist (SCS)



## ADAM AMEDEN

CHIEF FINANCIAL OFFICER | [aameden@trinitymanagementcompany.com](mailto:aameden@trinitymanagementcompany.com)

### **TRINITY MANAGEMENT, LLC** | Boston, MA

Chief Financial Officer | February 2013 – Present

- Directs and oversees all aspects of the finance and accounting functions.
- Provides leadership in development of short- and long-term financial objectives.
- Evaluates impact of long-rang plans, introduction of new programs/strategies and regulatory actions; in general, evaluates financial implications of business activities and makes recommendations regarding ways to enhance financial performance and business opportunities.
- Manages processes for financial forecasting, budgets and consolidation and reporting to the Chief Executive Officer and owners.
- Ensures effective internal controls are in place for compliance with GAAP, applicable federal, state and local laws and rules for financial tax reporting.
- Oversees and coordinates accounting software, upgrades and training.

### **BARKAN MANAGEMENT COMPANY** | Boston, MA

Chief Financial Officer | 2004 – February 2013

Began as Controller in 1999 before becoming Vice President of Accounting in 2000 and Chief Financial Officer in 2004.

- Responsible for oversight of finance, accounting and information technology departments.
- Portfolio included 20,000 apartments with 3,000 regulated by LIHTC and/or HUD. The department produced more than 150 financial reports monthly, processed more than 9,000 vendor invoices, and recorded more than 14,000 charges and receipts for 14,000 condominiums.
- Communicated with regulatory agencies in four states regarding financial transactions.
- Oversaw annual audits of over 150 client financial statements.

### **SAUNDERS REAL ESTATE CORPORATION** | Boston, MA

Controller | 1993 – 1999

### **EDUCATION**

- Bentley College | Bachelor of Science, Accounting

### **PROFESSIONAL ACCREDITATIONS**

Licensed CPA; AICPA; MSCPA; Chartered Global Management Accountant



**Maribel Concepcion, Chief Operating Officer**

**Education: Management Major, Roger Williams University  
Associate's degree, Criminal Justice Major, New England Institute of Rhode Island, 2013**

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**Trinity Management, LLC**

February 2020 - Present

Chief Operating Officer

**Boston, MA**

**TRINITY MANAGEMENT, LLC**

March 2015— January 2020

Regional Director

**Boston, MA**

- Responsible for a portfolio of 18 mixed-income and financial properties.
- Conduct management reviews of Property Managers to ensure compliance with company policies and procedures, including federal and state laws affecting property management, personnel and safety.
- Review monthly financial statements and supervise preparation of annual operation budgets.
- Communicate directly with investors, owners, regulatory agents with regard to financial reporting and property inspections. Coordinate and assist with public relations, resident groups and special events.
- Conduct physical site inspections to monitor upkeep and required repairs. Ensure compliance with Minimum Housing Quality and REAC standards. Ensure compliance with required record-keeping of physical inspections, work orders, warranty information, inventory, etc.
- Ensure property preparation and submittal of all required reports. Assist Property Managers with marketing. Leasing and overall daily operations and provide on-going training for all site personnel.
- Foster positive customer and resident experiences.

**NATIONAL INVESTMENTS, LTD**

Feb. 2014-Feb. 2015

Director of Property Management

**Johnston, RI**

- Report directly to President/Owner of 10 affordable properties in RI; Ability to work and make decisions under pressure and with the unexpected required.
- Prepared annual budgets and capital expenditures
- Foster and maintain strong working relationships with staff and with vendors/contractors
- Work with Property Managers and Facilities Manager to maximize portfolio value and reduce costs.

Oct. 2011-Jan. 2014

Assistant to Director of Property Management

**DONALD W. WYATT DETENTION FACILITY**

Jan. 2011-Oct. 2011

Correctional Officer

**Central Falls, RI**

**PROPERTY ADVISORY GROUP**

July 2009-Jan. 2011

Property Manager

**Providence, RI**

**PROFESSIONAL DESIGNATIONS and CERTIFICATIONS**

Institute of Real Estate Management (IREM), Certified Property Manager (CPM);

Accredited Residential Manager (ARM)

National Affordable Housing Management Association (NAHMA), Certified Professional of Occupancy (CPO);

National Affordable Housing Professional Executive (NAHP-e); Fair Housing Compliance

Spectrum Enterprises, Inc., Specialist in Housing Credit Management (SCHM); Certified Credit Compliance Professional (C3P)





#### 4. EVIDENCE OF RESPONDENTS ABILITY TO OBTAIN FINANCING

The developer and the team have a strong track record of completing projects like the redevelopment of the Baldwinville School property as evidenced in Section 5 and Section B Appendix 1 of this RFP response. The team has relationships with the state and federal funding agencies that will provide financial resources for this project as well as private debt and equity providers. As requested, a letter from the Developer's primary lending institution has been attached to this section showing availability of resources and "good standing."

##### **Developer Financial References:**

MassHousing  
Attn: Max Glickman  
One Beacon Street  
Boston, MA 02108-3110  
Phone: 617.854.1394  
Email: [mglikman@masshousing.com](mailto:mglikman@masshousing.com)

The Life Initiative  
Attn: Michael Gondek  
420 Boylston Street  
Boston, MA 02116  
Phone: 617-536-2850  
Email: [mgondek@masscapital.com](mailto:mgondek@masscapital.com)



March 24, 2020

Regarding:

MATHIEU ZAHLER  
313 ELIOT ST  
MILTON, MA 02186-2216

This letter is being provided upon the customer's request, and serves as confirmation on the Personal and Business accounts for our client. As of 3/24/2020 our client Mathieu Zahler currently has combined balances of over \$100,000 with Santander and is in good standing with the bank.

If you have any further questions regarding this relationship please feel free to reach out to me.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Fritz Etienne", written over a horizontal line.

Fritz Etienne  
One Beacon Branch Manager  
Santander Bank, N.A.  
617-227-2473  
Fritz.etienne@santander.us

## 5. DESCRIPTIONS/LOCATIONS OF SIMILAR PROJECTS DEVELOPED BY THE RESPONDENT

The following three projects represent what MPZ believes to have similar elements to the Baldwinville site. These projects are a mix of historic rehabilitation and new construction and all had/have complicated permitting, affordability and financing requirements.

### Developer's Project References:

#### Project – McElwain School

Reference: Michael Dutton, Town Manager  
Town of Bridgewater  
66 Central Square  
Bridgewater, MA 02324  
Phone: 508-659-1235  
Email: [mdutton@bridgewaterma.org](mailto:mdutton@bridgewaterma.org)  
<https://www.bridgewaterma.org/194/Town-Manager>

#### Project – 10 Stonley Road

Reference: Jonathan Greeley, Director of Development Review  
Boston Planning and Development Agency  
One City Hall, Ninth Floor  
Boston, MA 02201  
Phone: 617-918-4486  
Email: [jonathan.greeley@boston.gov](mailto:jonathan.greeley@boston.gov)  
<http://www.bostonplans.org/about-us/leadership>

#### Project – Randolph Houses

Reference: Lamar Fenton, Deputy Director of Underwriting and Asset Management  
New York City Housing Authority  
250 Broadway  
New York, NY, 10007  
Phone: 212-306-4024  
Email: [lamar.fenton@nycha.nyc.gov](mailto:lamar.fenton@nycha.nyc.gov)  
<http://www.nycha.nyc.gov>

## McElwain School Apartments, Bridgewater, MA

Type: Mixed-Income Rental, Historic Preservation/New Construction

Total Development Cost: Approximately \$26.8 Million

Total Units: 57

Projected Completion: 2023



Proposed



Existing

MPZ Development LLC and Capstone Communities Development LLC plan to create a mixed-income housing development through the renovation of the historic but long-vacant McElwain School, to provide 16 units, and the construction of 38 new units on the balance of the property. The project also includes renovation of the three-family house and barn on the adjacent property, which have been separately acquired, for an additional three units and maintenance workspace.

To be collectively known as McElwain School Apartments, the development will provide a mix of one-, two- and three-bedroom apartments affordable to individuals and families whose incomes range from 30 percent to 60 percent of area median income as well as six market rate units.

Designs for the adaptation of the schoolhouse for residential use will follow the Secretary of the Interior's Standards for Rehabilitation. Federal and state historic tax credits are expected to make possible the preservation of the building's architectural integrity, including installation of historically accurate windows and cleaning and repointing of the exterior masonry. The dramatic staircases and other interior common area elements typical of such school buildings will also be refurbished.

A three-story elevator building at the back of the three-acre site will be designed to complement its historic neighbor and to fit with the surrounding single-family homes and nearby apartment communities. The adjacent three-family house will be renovated, and a maintenance building will be created in the barn, maintaining the architectural character of the existing 1880 structures. The developers were the successful bidders for the c. 1910 school property in an extensive Chapter 30B disposition process for surplus property with the Town of Bridgewater. Project financing will be through tax credits, state and federal housing funds, and private sources.

Currently in the pre-development stage, the project has completed the permitting process and is actively seeking financing. Projected completion is projected for 2023.

## 10 Stonley Road, Jamaica Plain, MA

Type: Mixed-Income Rental

Total Development Cost: Approximately \$17 Million

Total Units: 45

Projected Completion: 2022



The 10 Stonley Road Site includes the parcels of land located at 35 Brookley Road, 95 Stedman Road, and 51 Stedman Road, which collectively comprise approximately 16,290 square feet (0.37 acre) of land. The site is improved with a single-story light industrial cinder block building built in approximately 1950 and currently is owned and operated by a petroleum company.

The site is located within approximately one-half mile of both the MBTA Green Street and MBTA Forest Hills stations. The Project Site is located a quarter mile from Franklin Park and three-quarters of a mile from Arnold Arboretum, and also has access to several nearby neighborhood parks.

The project will construct a new four (4)-story residential building totaling approximately 39,858 gross square feet which includes forty-five (45) residential units and nineteen (19) ground-floor parking spaces accessed and egressed at Stanley Road. The parking program includes two accessible spaces, one of which is van accessible. The proposed unit mix includes five (5) ground-floor one-bedroom Artist Live/Work Units (all of which will be offered as inclusionary Development Policy ("IDP") Units), nine (9) studio units, twenty-three (23) one-bedroom units, seven (7) two-bedroom units, and one (1) three-bedroom unit. Resident amenity spaces, such as a ground floor gym, internal bike storage for thirty-eight (38) bikes, partially covered bike storage for eighteen (18) bikes, postal/package storage room, and fourth floor common area with an accessible bathroom including balcony and deck. In addition, ground floor landscape improvements, new sidewalk, and streetscape improvements (new curb and sidewalks) on all three street facing sides are also included as part of the redevelopment.



Project experience performed by Mathieu Zahler through Trinity Financial Inc.:

### **A. Philip Randolph Houses, Harlem, NY**

Type: Mixed Income

Total Development Cost: \$146 Million

Units: 283

Completed: Phase I - 2016, Phase II - Expected 2018



*Building image provided by Trinity Financial Inc.*

While this project was not located in the Commonwealth, there are many aspects of the development which are relevant to the project example requirements of the RFQ and is notable as the first public-private partnership entered into by the New York City Housing Authority.

The Randolph Houses project contains 36 five-story Old Law tenement buildings, 14 of which are on the north side of the street (collectively, the “North Side”) and 22 on the south side of the street (collectively, the “South Side”), and together comprise the Public Housing development known as “Randolph Houses.” This project involves the historic rehabilitation of the existing structures into two sets of interconnected and fully handicapped accessible buildings. The building facades have been restored and the interior of the building has been completely demolished and rehabilitated. This 2-phased project was financed through the Department of Housing and Urban Development (HUD) mixed finance and Low Income Housing Tax Credit (LIHTC) programs.

The redevelopment of the South Side included a \$95 million gut-rehabilitation of 307 vacant units in the 22 old law tenement buildings on the south side of the street. The new project contains 168 units in what are now two interconnected buildings with central circulation and elevator access. The newly reconfigured units are a mix of Studio, 1, 2, 3 and 4-bedroom apartments designed to accommodate family living. The rehabilitated buildings contain community space, a teaching kitchen, computer lab, fitness room and storage for residents. There are also site improvements which include two children’s play areas for different age groups and active and passive outdoor spaces for residents to enjoy.

The \$51 million North Side (Phase 2) includes the gut-rehabilitation of 14 historic Old Law tenement buildings on the north side of the street. The renovation will result in 115 rehabilitated units in what will become one building with central circulation and elevator access. This project contains a mix of studio, 1, 2, 3 and 4-bedroom units and has a similar amenity package to the South Side project, with some amenities shared between the two phases.

**Additional project information can be found in Section B Appendix 1**

**6. A SIGNED “PROPOSAL RESPONSE FORM”**

Included in Section B, Appendix 2

## 7. RESPONDENT’S INTENDED USE OF THE PROPERTY

### Introduction

MPZ Development LLC (MPZ) intends to acquire 16 School Street in Templeton, MA and construct a housing development in the existing historic building and a new construction building on the balance of the currently vacant 1.47+/- acre lot (“the site”). The resulting residential community, Baldwinville School Apartments, will consist of a total of 50 rental apartment homes with a variety of unit sizes – 1-br, 2-br and 3-br units – and affordable to individuals and families earning a range of incomes – 30%- 60% area median income for the tax credit units and market incomes. MPZ Development LLC ([www.mpzdevelopment.com](http://www.mpzdevelopment.com)) (“MPZ”) is a Milton based development firm with significant expertise developing, market, mixed-income, affordable and historic type projects. MPZ has undertaken many site acquisitions, permitting exercises, construction of buildings and overseen leasing and marketing for many similar properties.

The site has a unique history and as part of a larger historic district, the follow is excerpted from Wikipedia to offer some context:

*“The Baldwinville Village Historic District encompasses the historic elements of the village of Baldwinville, a 19th-century mill village in northern Templeton, Massachusetts. Although its industrial elements have largely been lost, the district retains period housing and civic buildings. It was listed on the National Register of Historic Places in 1986.*

*The town of Templeton was settled beginning in the 1750s and was incorporated in 1761. The northern part of the town remained sparsely settled, although a bridge was built across the Otter River in what is now Baldwinville in 1763, adjacent to an early saw and grist mill. The district's oldest surviving building is the 1797 residence of Eden Baldwin, owner of local lumber and brick yards, at the junction of Maple Street and Baldwinville Road on the south side of the river. In 1805 a turnpike was opened to the bridge from Royalston, which helped the area develop into a small village by 1830, when it was formally named Baldwinville. Although none of the mill buildings survive, Greek Revival houses in the district date to this phase of development. Development was further spurred by the arrival of railroads in 1847 and 1872, and it became the principal economic center of the town, focused primarily on the manufacture of chairs. During the height of the village's prosperity in the late 19th century, fine Queen Anne and Stick style houses were built. The area's industries were regularly impacted by floods and fire, and the Great New England Hurricane of 1938 destroyed or damaged most of its remaining industrial buildings.*

*The historic district is roughly linear in shape, extending along Elm Street north of the river and Baldwinville Road south of the river. Its northern boundary is roughly Mason Street, while its southern boundary is roughly Mountain View Street. The district bulges on the north side of the*



*river, where the village's commercial center is located, extending west along Pleasant and Memorial Streets, and east along Circle and Central Streets.”*

The site presents an opportunity for the parcel to continue to fulfill its original obligation to be an asset to the community and preserve the history of the existing building. The site, being within walking distance to other community-serving businesses, this location is primed for residential development. Given the high ongoing demand for housing that is affordable to local employees and residents, this project will provide 50 households with access to housing that is desirable and of high-quality.

## The Neighborhood

The proposed development is located adjacent to route 202 and approximately three miles from Route 2, in the historic district of Baldwinville in Templeton, MA. The site is proximate to retailers and commercial properties that are located in Baldwinville Center including, restaurants and neighborhood retail stores. There are a number of single-family homes surrounding the site in addition to the larger apartment type buildings abutting the site, including another historic building that was converted into housing some time ago. Much of the housing stock in the neighborhood is older with median year built being 1961. Vacancy rates in the submarket are extremely low partly due to the lack of new housing production. A large portion of the population – approximately 71.6% - are homeowners, which represents an underserved need for additional rental housing where only 28.4% of families rent.

## Proposal Detail

### *Overview*

The recently unoccupied site is no longer contributing to the vibrancy of the surrounding neighborhood (the school was closed in late 2019). This proposal looks to take an historic asset, rehabilitate and then enhance it by adding a newly constructed three-story residential building with open space and parking across the balance of the site. The benefits of an historic rehabilitation and new construction are multi-layered:

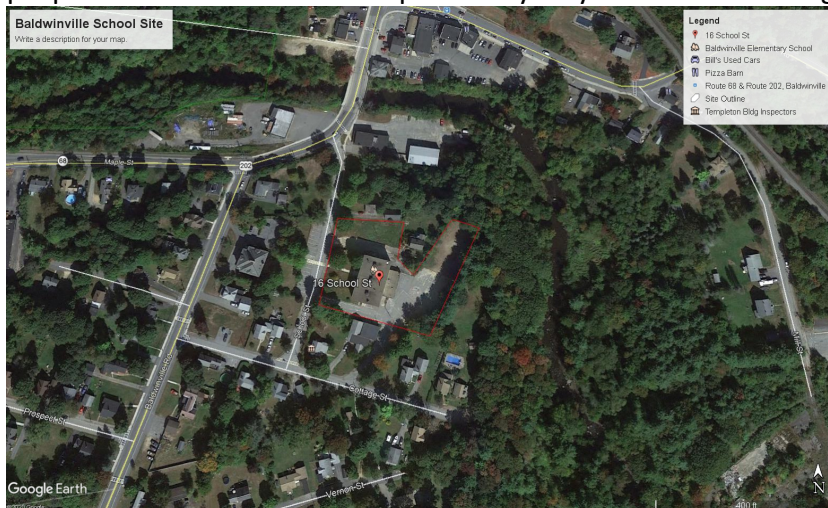
- 1) An historic building with great meaning to the town will be preserved;
- 2) There will once again be activity on the now vacant and blighted site;
- 3) The proposal will provide housing opportunities to those making \$18,630 per year up to \$66,000 (depending on unit type and household size), which, according to the 2010 US Census, would include approximately 8,013 households currently living in Templeton;
- 4) The proposal will be a source of significant new revenues for the Town and;
- 5) This investment will create the opportunity to spur additional investments along the Route 2/Baldwinville corridor as the introduction of new households will generate additional economic activity.

The new housing will be of high-quality and will offer an enticing option to those already living in and around the neighborhood, to those who can no longer afford to live in the neighborhood, and to those individuals and families from outside the area.

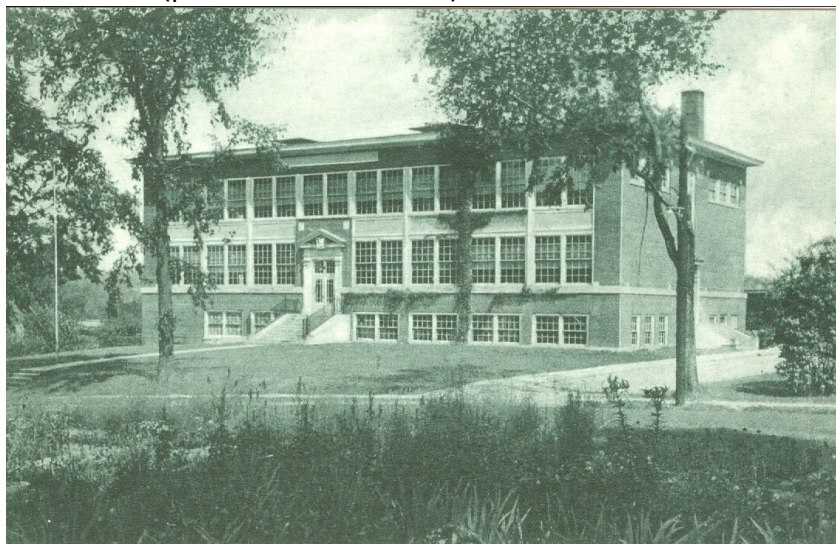
*Existing Conditions*

The lot is 1.47+/- acres and is currently home to the vacant and blighted Baldwinville School, the balance of the site is paved with asphalt in poor condition. Large trees line the perimeter of the parcel. The parcel is located in the Village District (V) zoning district. The abutting parcels are improved with single and multi-family residences.

It is understood that parcel numbers 383, 384, 385 and a portion of 407 are included with the RFP. To maximize the efficiency of the site the developer may look to acquire additional adjacent parcels but those are not included in the proposal at this time. The redevelopment would also look to utilize the municipal parking spaces along school street as part of its proposal. This could be accomplished by way of a shared-use agreement.



Aerial View (parcel outlined in red)



Historic Street view of 16 School Street.

*Historic Rehabilitation:*

The Baldwinville School Apartments will be an adaptive reuse development designed in accordance with the Secretary of the Interior's Standards for Rehabilitation. The development team anticipates utilizing federal and state historic tax credits that will enable it to preserve the building's historical integrity. Construction will include an exterior restoration consisting of the installation of historically accurate large windows, the repointing and cleaning of the exterior masonry, and the interior rehabilitation and restoration of the architecturally significant stairwells and other common area elements.

*Proposed Unit Mix*

The full scope of the redevelopment of the Baldwinville School Site will consist of 50 apartment homes, including sixteen (16) or 35% one-bedroom units and twenty-nine (29) or 65% two-bedroom units and five (5) or 10% three-bedroom units. Units will range in size from approximately 600 sf to 950sf. There will be 16 units within the rehabilitated Baldwinville School, and it will be predominantly be 2-bedroom units. The second building will contain 34 units of new construction and will be built in a 3-story elevator type building at the back of the site. Collectively the two buildings offer a diverse unit mix which meets State funding requirements.

The two buildings will look to bring a range of income mixes to the Templeton market. The buildings will be targeted to families making between 30-60% of the AMI (household incomes up to \$18,630-\$66,000 depending on household size) as well as market units. To the extent permitted by funding resources, 70% of the units will be given preference to current Templeton residents, municipal/school department employees, and employees of local businesses. This income mix provides housing that is affordable to families and individuals earning a range of incomes. The immediate market area shows very strong demand for this unit mix as occupancy rates are between 96-100% and little to no new or substantially rehabilitated housing stock.

*Market Demand*

Affordable and mixed-income rental housing is in short supply and is projected to continue to increase in demand over the next few years. According to the Town of Templeton's 2017 Master Plan the following goals are stated as it relates to housing and historic preservation:

*Ensure that Housing Opportunities are Available for a Broad Range of Income Levels and Household Types including Affordability, Homeownership, and Condition of the Housing Stock while Maintaining the Town's Community Character.*

*Preserve the town's historic fabric and protect the quality of our natural resources, to ensure a vibrant, diverse, sustainable community.*

The proposal to preserve the historic school and create 50 new apartments in Baldwinville Village that will help to provide new housing to many who live in Templeton but can barely afford Templeton's housing costs or to those who work in Templeton but currently cannot

afford Templeton's increasingly high rents. All of this will be accomplished while maintaining the natural fabric of the community and will meet market demand.

### *Parking & Traffic*

The proposed development will provide approximately 86 parking spaces at grade with driveway access off School Street on the west side of the lot. The development team would look to partner with the town and arrange for a shared use parking in the existing 16 parking spaces along School Street. Given that the previous use was a school building with student, bus traffic and faculty/staff parking the proposed residential use will have much lower traffic volumes and parking needs. During the due diligence process, we will further evaluate the parking and traffic needs of the site.

### *Community Process*

It is essential that the community and surrounding abutters stay informed as it relates to the rehabilitation plan for the Baldwinville School site. As noted in the development schedule in Section 8 of this response, it is MPZ's intention to hold at least three community meetings to receive input and to ensure the neighborhood is informed about the redevelopment plan for the site.

## Design

### *Overview*

The design of the Baldwinville Site is intended to be well integrated into the existing School Street neighborhood. The street-facing facade will be that of the renovated and rehabilitated Baldwinville School will be well lit and restored to its former grandeur. The new construction at the rear will include a combination of materials that allow the building to stand on its own but also incorporate materials from the surround neighborhood, with large windows to allow for ample natural light into the apartments. The massing of the buildings will be similar to each other. The site improvements will include landscaping and enhanced parking and circulation. The site entry will also be adjusted to better meet the needs of the redevelopment and will include an enhanced streetscape to meet the town standards along School Street. Detailed plans, a site plan and rendering have been included in Section 9 of this response.



*New Proposed Site Plan*



*Rendering of New Building*



### Property Management

It is envisioned that a 3rd party property management company will oversee the daily operation of the Baldwinville School Apartments. Included on the team is, Trinity Management Company, based out of Boston and New York. MPZ and Trinity Management have a long-standing relationship as Mathieu Zahler had worked with the development arm of the company prior to starting MPZ and knows the management staff well. Trinity Management is currently bringing a building online in Worcester, MA so it will work well for them to oversee the Baldwinville School Apartments. More information on Trinity Management can be found in Section B of the proposal Appendix 1.

### Permitting and Environmental

After review of the Town's zoning code and specifically that of the Baldwinville site, which is understood to be located in the Village Zoning District, MPZ recognizes the multifamily use would be permitted but not without a large number of variances. It is envisioned that the permitting of the Baldwinville site will be accomplished using a friendly comprehensive permit application (LIP is not applicable due to the use of subsidized agency funding). While not currently contemplated in the proposal, the development team is open to further investigating the potential for utilizing a special permit in collaboration with the town's Zoning Board of Appeal's. We do believe that the proposed unit count of approximately 29 units per acre is the most feasible size for this development. We have fully outlined our development schedule and proposed list of permits in Section 8 of this response and we are committed to filing for our permits within 120 days of execution of a Purchase and Sale Agreement.

Our area of greatest concern, as observed in our walkthrough of the building and site on March 12, 2020, is to what degree the Baldwinville School contains asbestos. Additionally, we noticed some site related issues on lot 407 that need to be further evaluated through a Phase I/II Environmental Site Assessment and a geotechnical analysis. If selected, we will undertake an extensive environmental investigation to determine the cost and quantity of these types of materials. Should this cost be material we would look to the Town to work with us to help to mitigate or defer the abatement/remediation costs. If it is determined that there is no economically viable remediation solution, we would reserve the right to exit the transaction and seek the return of all deposits and/or reimbursement of due diligence costs incurred.

### Municipal Services

The project will require water and sewer services and would look to connect to the town's existing infrastructure. It is estimated that the usage per bedroom would be approximately 70GPD of water usage and 60GPD of sewer flows, on an annual basis the calculation would be approximately 34,000 cubic feet for water and 29,000 cubic feet for sewer. The required connection fees have been estimated and included in the development budget referenced in at the back of this section of the RFP response. The project will also require gas and electric service connections and the required utility back charges have been carried in the project's budget. A full analysis of the project's municipal service needs including usage flows, storm

water runoff and drainage calculations will be performed through the project's larger permitting process.

### Project Financing

The sources and uses of funds are attached to this section of the proposal as well as 5-year cashflows for both buildings. The project will leverage historic tax credit and, low-income housing tax credit equity, and affordable housing resources and private sector debt. In addition, the project is requesting that the Town contribute Community Preservation Act resources in the amount of \$1,173,297 to complete the budget.

As a result of this project, the Town of Templeton will see new tax revenue (detailed in the latter part of this section), a land/building acquisition payment of \$500,000 and permit/connection fees of approximately \$159,000.

A letter of interest is also attached to this section from MassHousing, who would be providing permanent financing and other project resources.





Massachusetts Housing Finance Agency  
One Beacon Street, Boston, MA 02108

TEL: 617.854.1000 |  
FAX: 617.854.1091 | [www.masshousing.com](http://www.masshousing.com)

Videophone: 857.366.4157 or Relay: 711

March 24, 2020

Matt Zahler  
MPZ Development LLC  
499 Adams Street, #527  
Milton, MA 02186

Dear Mr. Zahler:


I am writing to confirm MassHousing's strong interest in working with your team to finance the redevelopment of the Baldwinville Elementary School, a 50-unit development located in Templeton, Massachusetts. You have informed us that you are responding to the Town of Templeton's RFP for the Baldwinville School redevelopment opportunity. We understand that the project will be developed using Federal 9% and State Low-Income Housing Tax Credits, which you will be requesting from DHCD, along with a request for Federal and State Historic Tax Credits, Project-Based Section 8, AHTF, HSF, and HOME.

To the extent this deal is deemed a high priority project by DHCD, we would welcome the opportunity to provide taxable permanent debt financing for this project. MassHousing's current lending terms and assumptions are below:

- Taxable permanent financing: 10-Year Treasury plus 300 basis points, which would translate to a rate of approximately 3.73% this week.
- Mortgage Insurance Premium: 0.25% of the permanent loan amount.
- Application and Financing Fees: 2.3% of the loan amount(s).

We look forward to working with you to structure a financing package that best meets the needs of the development, subject, of course, to the availability of funds, and MassHousing underwriting and approval by MassHousing's Board. We wish you success in obtaining the designation from the Town of Templeton and the funding you are seeking to support this important project, and hope that we will have an opportunity to work with you on the financing for this development.

Sincerely,



On Behalf of Cynthia Lacasse

Cynthia Lacasse  
Director of Rental Business Development

Baldwinville School Apartments

Sources Uses

March 31, 2020

		Baldwinville Rehab	Baldwinville New Construction	Total
Unit Rental Count		16	34	50
Building Gross Square Footage		20,862	32,950	53,812
Surface Parking Spaces		22	48	70
Sources		Baldwinville Rehab	Baldwinville New Construction	Total
Taxable Construction Loan		\$ 4,700,000	\$ 6,200,000	\$ 10,900,000
Taxable Repayment		\$ (4,700,000)	\$ (6,200,000)	\$ (10,900,000)
Taxable Permanent Mortgage		\$ 1,083,591	\$ 564,316	\$ 1,647,907
Town of Templeton - CPA		\$ 330,682	\$ 842,615	\$ 1,173,297
Federal LIHTC	9%	\$ 1,474,174	\$ 6,434,666	\$ 7,908,840
AHT		\$ 640,000	\$ 1,360,000	\$ 2,000,000
HSF		\$ 480,000	\$ 1,020,000	\$ 1,500,000
State HOME		\$ 320,000	\$ 680,000	\$ 1,000,000
State Tax Credit Equity	\$700K	\$ 1,520,038	\$ 999,962	\$ 2,520,000
HTC Equity		\$ 1,338,644	\$ -	\$ 1,338,644
SHTC Equity		\$ 1,003,983	\$ -	\$ 1,003,983
<b>Total Sources</b>		<b>\$ 8,191,112</b>	<b>\$ 11,901,559</b>	<b>\$ 20,092,671</b>
Uses				
Land/Building Acquisition	100%	\$ 250,000	\$ 250,000	\$ 500,000
<b>Total Acquisition Costs</b>		<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 500,000</b>
Rehab Construction - Includes Environmental	\$250	\$ 5,215,500		\$ 5,215,500
New Housing Construction	\$245	\$ -	\$ 8,072,750	\$ 8,072,750
Bonds	1.0%	\$ 52,155	\$ 80,728	\$ 132,883
Contingency	10%/5%	\$ 526,766	\$ 407,674	\$ 934,439
<b>Total Hard Costs</b>		<b>\$ 5,794,421</b>	<b>\$ 8,561,151</b>	<b>\$ 14,355,572</b>
Architecture	7%	\$ 365,085	\$ 565,093	\$ 930,178
Geo Tech		\$ 25,000	\$ 30,000	\$ 55,000
Environmental		\$ 30,000	\$ 20,000	\$ 50,000
Clerk of the Works		\$ 40,000	\$ 40,000	\$ 80,000
Appraisal / Market Study		\$ 14,000	\$ 14,000	\$ 28,000
Building Permit	1.2%	\$ 62,586	\$ 96,873	\$ 159,459
Water & Sewer Connection		\$ 18,876	\$ 27,381	\$ 46,257
Electric & Gas Backcharges		\$ 30,000	\$ 50,000	\$ 80,000
Survey		\$ 15,000	\$ 15,000	\$ 30,000
Consultants		\$ 15,000	\$ 15,000	\$ 30,000
Historic Consultant		\$ 25,000	\$ -	\$ 25,000
Legal / Title & Recording		\$ 125,000	\$ 180,000	\$ 305,000
Accounting and Cost Certification		\$ 15,000	\$ 50,000	\$ 65,000
Tax Credit/Application Fees	8.5%/3.5%	\$ 5,000	\$ 88,250	\$ 93,250
Financing Fees	2.30%	\$ 108,100	\$ 142,600	\$ 250,700
Insurance & Real Estate Taxes		\$ 50,000	\$ 50,000	\$ 100,000
Marketing		\$ 20,000	\$ 30,000	\$ 50,000
Construction Loan Interest @50% ALOS	4%	\$ 188,000	\$ 248,000	\$ 436,000
Soft Cost Contingency	5.0%	\$ 57,582	\$ 83,110	\$ 140,692
<b>Total Soft Costs</b>		<b>\$ 1,209,230</b>	<b>\$ 1,745,306</b>	<b>\$ 2,954,536</b>
Concessions / Lease Up Reserve		\$ 50,000	\$ 70,000	\$ 120,000
Operating Reserve / Debt Service	9,500	\$ 57,000	\$ 57,000	\$ 114,000
<b>Total Reserves</b>		<b>\$ 107,000</b>	<b>\$ 127,000</b>	<b>\$ 234,000</b>
Developer Fee		\$ 830,462	\$ 1,218,102	\$ 2,048,564
<b>Total Fees</b>		<b>\$ 830,462</b>	<b>\$ 1,218,102</b>	<b>\$ 2,048,564</b>
<b>Total Development Costs</b>		<b>\$ 8,191,112</b>	<b>\$ 11,901,559</b>	<b>\$ 20,092,671</b>
<b>Over/Under</b>		<b>\$ -</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>TDC Per Unit (less reserves)</b>		<b>\$ 505,257</b>	<b>\$ 350,046</b>	<b>\$ 401,853</b>
<b>Per Square Foot</b>		<b>\$ 393</b>	<b>\$ 361</b>	<b>\$ 373</b>

Baldwinville School Apartments  
Rehab - 16 Units  
March 20, 2020

<b>INCOME</b>									
	Gross Rent	Utility Allowance	Contract Rent	# Units	Year 1	Year 2	Year 3	Year 4	Year 5
1BR - LIHTC - 60%	\$1,138	\$120	\$828	1	\$ 9,940	\$ 10,238	\$ 10,545	\$ 10,862	\$ 11,188
1BR - LIHTC - 30%	\$569	\$120	\$354	0	\$ -	\$ -	\$ -	\$ -	\$ -
1BR - PBV - 110% FMR	\$1,206	\$120	\$1,242	1	\$ 14,904	\$ 15,351	\$ 15,812	\$ 16,286	\$ 16,775
1BR - Market	\$0	\$0	\$1,664	1	\$ 19,965	\$ 20,863	\$ 21,802	\$ 22,783	\$ 23,809
2BR - LIHTC - 60%	\$1,138	\$170	\$968	7	\$ 81,320	\$ 83,760	\$ 86,273	\$ 88,861	\$ 91,527
2BR - LIHTC - 30%	\$569	\$170	\$399	0	\$ -	\$ -	\$ -	\$ -	\$ -
2BR - PBV - 110% FMR	\$1,206	\$170	\$1,419	1	\$ 17,028	\$ 17,539	\$ 18,065	\$ 18,607	\$ 19,165
2BR - Market	\$0	\$0	\$1,997	1	\$ 23,960	\$ 25,038	\$ 26,165	\$ 27,342	\$ 28,573
3BR - LIHTC - 60%	\$1,315	\$200	\$1,115	3	\$ 40,124	\$ 41,328	\$ 42,568	\$ 43,845	\$ 45,160
3BR - LIHTC - 30%	\$657	\$200	\$457	0	\$ -	\$ -	\$ -	\$ -	\$ -
3BR - PBV - 110% FMR	\$1,518	\$200	\$1,318	0	\$ -	\$ -	\$ -	\$ -	\$ -
3BR - Market	\$0	\$0	\$2,306	1	\$ 27,675	\$ 28,505	\$ 29,360	\$ 30,241	\$ 31,148
					\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Units</b>				16					
(Less Vacancy Market @ 5%)					\$ (3,580)	\$ (3,720)	\$ (3,866)	\$ (4,018)	\$ (4,176)
(Less Vacancy LIHTC/PBV @ 5%)					\$ (8,166)	\$ (8,411)	\$ (8,663)	\$ (8,923)	\$ (9,191)
<b>Gross Effective Rental Income</b>					\$ 223,171	\$ 230,492	\$ 238,061	\$ 245,886	\$ 253,977
<b>EXPENSES</b>									
Management Fee 5% of EGI				697	\$ 11,159	\$ 11,525	\$ 11,903	\$ 12,294	\$ 12,699
Administrative				2,680	\$ 42,880	\$ 43,738	\$ 44,612	\$ 45,505	\$ 46,415
Maintenance				1,864	\$ 29,824	\$ 30,420	\$ 31,029	\$ 31,649	\$ 32,282
Security				108	\$ 1,728	\$ 1,763	\$ 1,798	\$ 1,834	\$ 1,870
Utilities				1,458	\$ 23,328	\$ 23,795	\$ 24,270	\$ 24,756	\$ 25,251
Replacement Reserve				350	\$ 5,600	\$ 5,712	\$ 5,826	\$ 5,943	\$ 6,062
Taxes & Insurance				2,343	\$ 37,488	\$ 38,238	\$ 39,003	\$ 39,783	\$ 40,578
					\$ 9,500				
<b>Annual Operating Expenses</b>					\$ 152,007	\$ 155,190	\$ 158,441	\$ 161,763	\$ 165,157
<b>Net Operating Income</b>					\$ 71,164	\$ 75,302	\$ 79,619	\$ 84,123	\$ 88,820
1st Mortgage Debt Service					\$ (54,747)	\$ (54,747)	\$ (54,747)	\$ (54,747)	\$ (54,747)
<b>Cash Flow</b>					\$ 16,418	\$ 20,556	\$ 24,873	\$ 29,376	\$ 34,073
I/E Ratio					1.30	1.38	1.45	1.54	1.62

<b>ASSUMPTIONS</b>		
Vacancy rate LIHTC/PBV		5.0%
Vacancy rate Market		5.0%
Replacement Reserve		5.0%
Income trending		3.0%
CAP Rate @ exit		4.5%
Expenses trending		2.0%

Baldwinville School Apartments  
New Construction - 34 Units  
March 20, 2020

<b>INCOME</b>									
	Gross Rent	Utility Allowance	Contract Rent	# Units	Year 1	Year 2	Year 3	Year 4	Year 5
1BR - LIHTC - 60% AMI	\$948	\$120	\$828	11	\$ 109,341	\$ 112,621	\$ 115,999	\$ 119,479	\$ 123,064
1BR - LIHTC - 30% AMI	\$474	\$120	\$354	0	\$ -	\$ -	\$ -	\$ -	\$ -
1BR - PBV - 110% FMR	\$915	\$120	\$795	2	\$ 19,085	\$ 19,657	\$ 20,247	\$ 20,854	\$ 21,480
2BR - LIHTC - 60% AMI	\$1,138	\$170	\$968	17	\$ 197,492	\$ 203,417	\$ 209,520	\$ 215,805	\$ 222,279
2BR - LIHTC - 30% AMI	\$569	\$170	\$399	0	\$ -	\$ -	\$ -	\$ -	\$ -
2BR - PBV - 100% of FMR	\$1,206	\$170	\$1,036	3	\$ 37,282	\$ 38,400	\$ 39,552	\$ 40,739	\$ 41,961
3BR - LIHTC - 60% AMI	\$1,315	\$200	\$1,115	0	\$ -	\$ -	\$ -	\$ -	\$ -
3BR - LIHTC - 30% AMI	\$657	\$200	\$457	0	\$ -	\$ -	\$ -	\$ -	\$ -
3BR - PBV - 110% FMR	\$1,518	\$200	\$1,318	1	\$ 15,816	\$ 16,290	\$ 16,779	\$ 17,283	\$ 17,801
					\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Units</b>				<b>34</b>					
(Less Vacancy LIHTC/PBV @ 5%)					\$ (18,951)	\$ (19,519)	\$ (20,105)	\$ (20,708)	\$ (21,329)
<b>Gross Effective Rental Income</b>					<b>\$ 360,065</b>	<b>\$ 370,867</b>	<b>\$ 381,993</b>	<b>\$ 393,452</b>	<b>\$ 405,256</b>

<b>EXPENSES</b>									
Management Fee 5% of EGI				530	\$ 18,003	\$ 18,543	\$ 19,100	\$ 19,673	\$ 20,263
Administrative				2,699	\$ 91,766	\$ 93,601	\$ 95,473	\$ 97,383	\$ 99,330
Maintenance				2,012	\$ 68,408	\$ 69,776	\$ 71,172	\$ 72,595	\$ 74,047
Security				108	\$ 3,672	\$ 3,745	\$ 3,820	\$ 3,897	\$ 3,975
Utilities				1,458	\$ 49,572	\$ 50,563	\$ 51,575	\$ 52,606	\$ 53,658
Replacement Reserve				350	\$ 11,900	\$ 12,138	\$ 12,381	\$ 12,628	\$ 12,881
Taxes & Insurance				2,343	\$ 79,662	\$ 81,255	\$ 82,880	\$ 84,538	\$ 86,229
				\$ 9,500					
<b>Annual Operating Expenses</b>					<b>\$ 322,983</b>	<b>\$ 329,623</b>	<b>\$ 336,401</b>	<b>\$ 343,320</b>	<b>\$ 350,383</b>
<b>Net Operating Income</b>					<b>\$ 37,081</b>	<b>\$ 41,244</b>	<b>\$ 45,592</b>	<b>\$ 50,132</b>	<b>\$ 54,873</b>
1st Mortgage Debt Service					\$ (28,511)	\$ (28,511)	\$ (28,511)	\$ (28,511)	\$ (28,511)
<b>Cash Flow</b>					<b>\$ 8,570</b>	<b>\$ 12,732</b>	<b>\$ 17,080</b>	<b>\$ 21,621</b>	<b>\$ 26,362</b>
I/E Ratio					1.30	1.45	1.60	1.76	1.92

<b>ASSUMPTIONS</b>			
Vacancy rate LIHTC/PBV			5.0%
Vacancy rate Market			5.0%
Replacement Reserve			5.0%
Income trending			3.0%
CAP Rate @ exit			4.5%
Expenses trending			2.0%

**Municipal Revenue**

The redevelopment of the Baldwinville site will create economic development activity in a multitude of ways for the Town of Templeton. The project has the potential to take what is now a vacant and blighted site and introduce it to the Town’s tax roles for the first time in history. Additionally, the Town will realize other revenue streams from the project that will be further detailed in this section of the MPZ Development LLC proposal.

The development proposal contemplates a total project cost of approximately \$20.092 million of which 71% will be privately leveraged. The balance of the resources will be provided through state and local programs designed to foster economic development in towns such as Templeton. There is a request for Town resources to make the project financeable in the amount of \$1.173 million, this investment will leverage 17X as much in project resources and will be repaid via new tax revenue, an acquisition payments and various project fees to the Town of Templeton. The requested town resources could be contributed over the course of a few years and we believe there is an opportunity for the Town’s funding to be partially or fully repaid over time. If the development’s cash flow after expenses and first mortgage debt service exceed a to-be-determined threshold, a portion of cash flow exceeding that threshold could be used to repay the Town’s financial commitments. MPZ Development LLC is adept at raising the private and public resources needed to build this development proposal.

In looking at comparable properties and market tax rates we have estimated that our proposal will generate approximately \$1,226 in annual property tax revenue per unit. In addition, we estimate excise taxes will be approximately \$191 per unit per year and additional municipal revenue (such as water and sewer fees) are approximately \$500 per unit per year. The following schedule demonstrates that, when combined, the two buildings will generate approximately \$100,000 per year to the Town:

School Bldg Tax Schedule					New Construction Tax Schedule				
Year	RE Tax	Excise Tax	Other Revenue	Total	Year	RE Tax	Excise Tax	Other revenue	Total
Year 1	\$ 19,613	\$ 3,060	\$ 8,420	\$ 31,093	Year 1	\$ 41,677	\$ 6,503	\$ 17,893	\$ 66,073
Year 2	\$ 20,201	\$ 3,152	\$ 8,547	\$ 31,900	Year 2	\$ 42,927	\$ 6,698	\$ 18,162	\$ 67,787
Year 3	\$ 20,807	\$ 3,246	\$ 8,675	\$ 32,728	Year 3	\$ 44,215	\$ 6,899	\$ 18,434	\$ 69,548
Year 4	\$ 21,431	\$ 3,344	\$ 8,805	\$ 33,580	Year 4	\$ 45,542	\$ 7,105	\$ 18,711	\$ 71,358
Year 5	\$ 22,074	\$ 3,444	\$ 8,937	\$ 34,455	Year 5	\$ 46,908	\$ 7,319	\$ 18,991	\$ 73,218
Year 6	\$ 22,737	\$ 3,547	\$ 9,071	\$ 35,355	Year 6	\$ 48,315	\$ 7,538	\$ 19,276	\$ 75,129
Year 7	\$ 23,419	\$ 3,654	\$ 9,207	\$ 36,280	Year 7	\$ 49,765	\$ 7,764	\$ 19,565	\$ 77,094
Year 8	\$ 24,121	\$ 3,763	\$ 9,345	\$ 37,230	Year 8	\$ 51,257	\$ 7,997	\$ 19,859	\$ 79,114
Year 9	\$ 24,845	\$ 3,876	\$ 9,485	\$ 38,207	Year 9	\$ 52,795	\$ 8,237	\$ 20,157	\$ 81,189
Year 10	\$ 25,590	\$ 3,993	\$ 9,628	\$ 39,211	Year 10	\$ 54,379	\$ 8,484	\$ 20,459	\$ 83,322

*Note inflation factors of 3% have been placed on RE and Excise tax and 1.5% on other revenue.*

### Minority and Women Owned Business Enterprises

If selected, MPZ will make an effort to include WMBE business certified through the Commonwealth's SOMWBA program part of the development team. The current development team includes ICON Architecture which is a SOMWBA certified businesses.

### Conclusion

The Baldwinville Redevelopment Project will restore an important historic building and bring high-quality housing to the Town of Templeton that is affordable to a diverse array of household types earning a wide range of incomes. Located in a walkable section of Templeton near neighborhood business and amenities, the site is both attractive and sustainable for housing development. The redevelopment will bring additional tax revenue to the town and improve what is currently a vacant and blighted site with \$20 million in new investment. The Baldwinville Elementary School site represents an opportunity to create a community-serving development coupled with historic preservation and affordable housing that will help relieve some of the pressure on the tight rental housing market within the Town of Templeton.

## 8. DEVELOPMENT TIMELINE AND PROCESS

MPZ Development has, extensive experience, permitting large complicated residential housing developments. The firm has gone through local and state processes where it has secured local comprehensive permits, 40R and 40B approvals. In addition, the firm has worked well with municipalities in securing federal permits and approvals from the U.S. Department of Housing and Urban Development, the MA Department of Environmental Protection and The National Park Service.

In planning for the development of the Baldwinville site, MPZ's previous permitting experience will be very beneficial. In an effort to meet the Town's requirement below is a draft development schedule for consideration:

Task		Historic	Financing	Design & Construction	Community & Permitting
RFP Submission	03/31/2020				
RFP Developer Selection	06/29/2020				
Execution of Purchase and Sale Agreement	07/29/2020		07/29/2020		07/29/2020
Neighborhood Introductions and Charette - Meeting #1	08/15/2020			08/15/2020	08/15/2020
Site Eligibility Letter Filed with MassHousing	08/28/2020			08/28/2020	08/28/2020
Title, Survey, Phase I/Haz Mat Environmental Completed	09/12/2020		09/12/2020	09/12/2020	
Schematic Architectural & Civil Drawings Completed	09/12/2020	09/12/2020		09/12/2020	
Neighborhood Charrette - Meeting #2	09/14/2020				09/14/2020
MHC and NPS Part 1 & Part 2 Filed	09/12/2020	09/12/2020	09/12/2020	09/12/2020	
MHC PNF Filed	09/19/2020	09/19/2020	09/19/2020		
Apply for Templeton CPA Funding	09/19/2020		09/19/2020		
Neighborhood Charrette - Meeting #3	10/04/2020				10/04/2020
NOI Filed - Conservation Commission	10/12/2020				10/12/2020
ConCom Hearing and Approval - Meeting 3rd Monday of the month	10/19/2020				10/19/2020
MHC - Finding of "No Adverse Effect"	10/19/2020	10/19/2020	10/19/2020		10/19/2020
Site Eligibility Letter Received and Comprehensive Permit Application Filed	10/27/2020		10/27/2020	10/27/2020	10/27/2020
DHCD Pre-application	11/29/2020		11/29/2020		
MHC and NPS Part 1 & Part 2 Approved	12/11/2020	12/11/2020	12/11/2020	12/11/2020	
LIHTC and Affordable Housing Resources Funding Application to DHCD	02/20/2021		02/20/2021		
Comprehensive Permit Approved / Issued	01/25/2021		01/25/2021		01/25/2021
DHCD Funding Awarded	06/20/2021		06/20/2021		
Construction Drawings Completed	09/18/2021		09/18/2021	09/18/2021	
Financial and Land Closing - Building Permit Released	11/17/2021		11/17/2021		11/17/2021
Construction Start	12/17/2021			12/17/2021	12/17/2021
Construction Complete	06/17/2023			06/17/2023	
Leasing Complete	09/15/2023		09/15/2023		09/15/2023

## 9. DESIGN DRAWINGS AND NARRATIVE

### Baldwinville Site – Design Narrative

The Baldwinville School Apartments is envisioned as a new family living community celebrating Templeton's past in the preservation of local cultural assets the historic Baldwinville Elementary School - while addressing Templeton's future potential for growth in the villages. The site offers the potential for housing options in the existing school as well as new construction; proposed to address a need to provide affordability across varying demographics.

#### OVERVIEW

Having served the community for nearly 100 years, the site is poised to continue its mission of service renewed as a safe and respectable home for many local families. Proposed as a family community, the Baldwinville School Apartments offers families a residence rooted in cultural heritage, with a convenient lifestyle and affordable living.

All things evolve as time passes. As part of our redevelopment proposal, the historic Baldwinville Elementary School building and site will be beautifully transformed into approximately 50 units of affordable and mixed-income family housing providing sustainable solutions that build communities. The historic school will house sixteen (16) family units of 1,2 & 3 bedrooms bringing new life to old classrooms. Another thirty-four (34) family units will be created in the new 3-story building nestled into the rear of the site with open views to the river below.

#### SITE

The site design will incorporate the restoration of the original school's historic front landscape facing School Street; this vast expanse to the west of the site will be a welcoming common green area accessible to the local Baldwinville neighborhood. Convenient parking and drop off loop are proposed to the north of the school with direct access to the historic school and convenient approach to the new construction via a landscaped court. A new entry to the existing building will provide universal access to the core of the new residential community where management office and amenity areas are provided. A new three stop elevator will be cut into the structure in the north stair well making most units in the school visitable.

Currently listed as a contributing resource in the Templeton Historical District and the National Register of Historic Places, the historic building occupies an aggregate 3-lot site [0.9 acres] set amongst several single-family houses, and nearby businesses and other small local businesses.

Parking for all residents will be provided across the site at a 1.76:1 ratio with a total of 86 parking spaces. The existing parking off School St that has serviced the school is proposed to continue to service the site for use by residents. The north lot off School street will service the existing building while a new lot will be provided to the rear within the long landlocked lot. An



easement for the Town will be maintained for access to municipal equipment at the property's edge.

#### BUILDING DESIGN

The proposed development is in-keeping with the vernacular of the existing school with simple understated massing and design. The straightforward footprint of the proposed building is sensitive to the style and mass of the historic school and acts as a backdrop set against the river bluff and the residential small-town architecture and scale. The new building is a wood frame structure with fiber cement board siding materials proposed. Simple window configurations, similar to the school, will be sized to maximize daylight while creating a tight thermally efficient building envelope. New mechanical, electrical, plumbing, and fire protection service entrances, and central laundry facilities are planned. Amenities include --On-Site community room with community kitchen; -- convenient shared laundry facilities; --On-site management; --Convenient Tot lot for young children.

The development will preserve the original 1923 Baldwinville School and proposes to remove the rear one-story addition. The prominent school will be re-used and "sensitively renovated," per the National Park Service Guidelines for Historic Renovation. The interior of the existing structures to remain will essentially be "gut" rehabilitated for the conversion. The rehabilitation will consist of (i) the selective demolition & removal of existing floor, wall and ceiling systems and finishes, (ii) the total removal of existing electrical, plumbing & mechanical systems, (iii) the addition and/or reinforcement of structural elements to meet current codes, (iv) the replacement of the majority of existing windows, exterior doors and roofing systems, to the extent this is compatible with historic review and guidelines, (v) the installation of new mechanical, plumbing, electrical and fire protection systems, (vi) the reconfiguration of the existing spaces, and (vii) the restoration of interior wood trim and paneling in existing historic areas. The exterior scope of work consists of (i) the complete restoration of the existing brick facade, (ii) the installation of new fenestration treatments consistent with historic preservation standards.

#### CONSTRUCTION/OPERATIONAL MANAGEMENT

The Development team recognizes that the site is located adjacent to a residential neighborhood and therefore the adaptive re-use, and new construction must be sensitive to this environment. We have completed numerous projects with the very same circumstance. Close attention will be paid to construction timing; site security; lighting; and noise. Once completed, the property will be professionally managed by a top-rated management company. There will be an on-site property manager and maintenance manager. Security cameras will monitor the property and all entrances.

As the community determines how it will affect the rural character of Templeton's villages and cherished heritage settings, opportunities such as the redevelopment of the Baldwinville School, offers the ability to make old-new; preserve character and protect a sense of place while promoting a vibrant new community.





## THE BALDWINVILLE SCHOOL APARTMENTS

16 SCHOOL STREET  
TEMPLETON, MA

VIEW FROM SCHOOL STREET



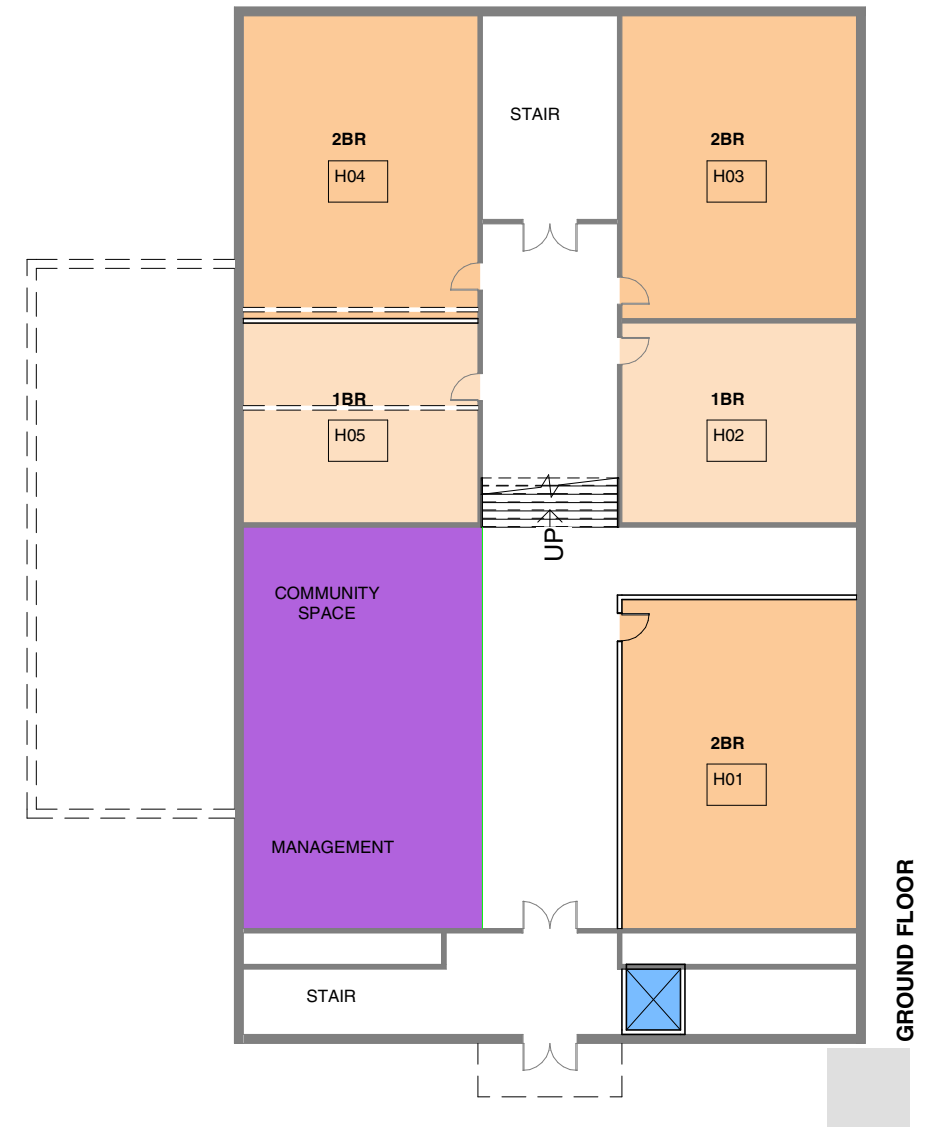
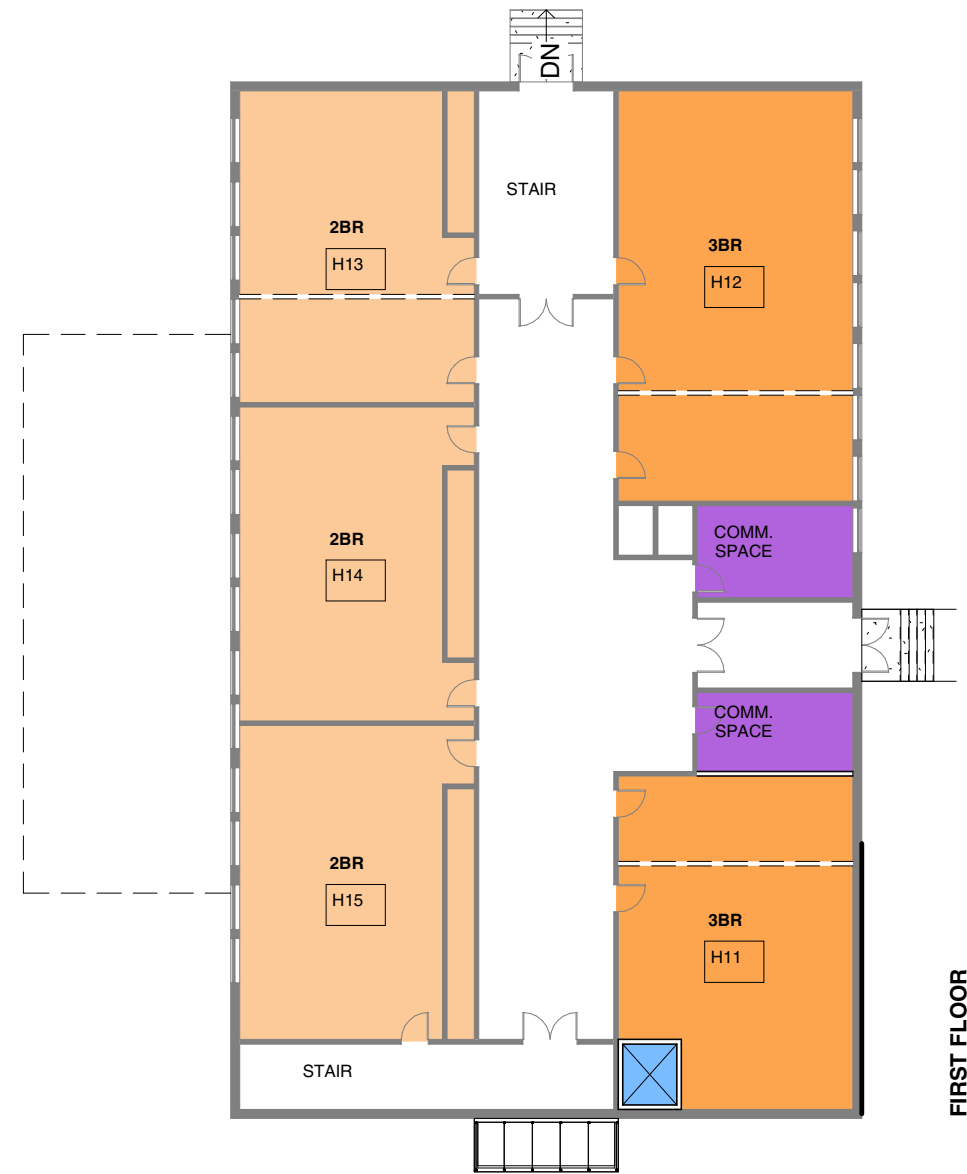
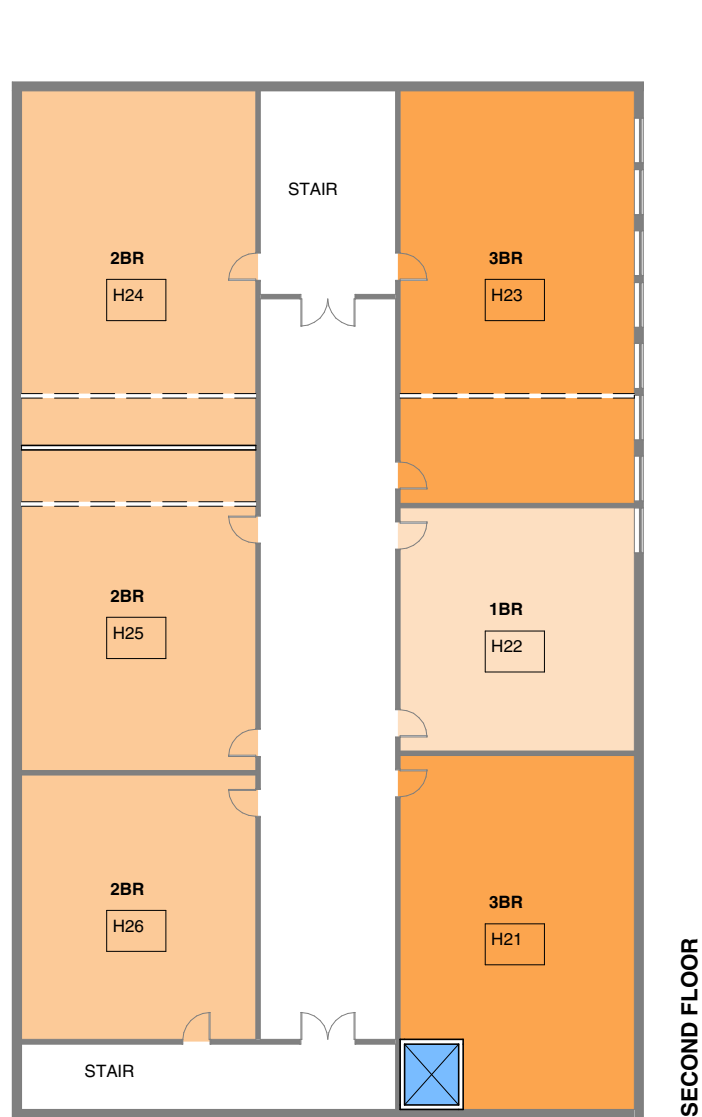


# THE BALDWINVILLE SCHOOL APARTMENTS

16 SCHOOL STREET  
TEMPLETON, MA

# SITE PLAN

A-101  
SCALE = 1:50



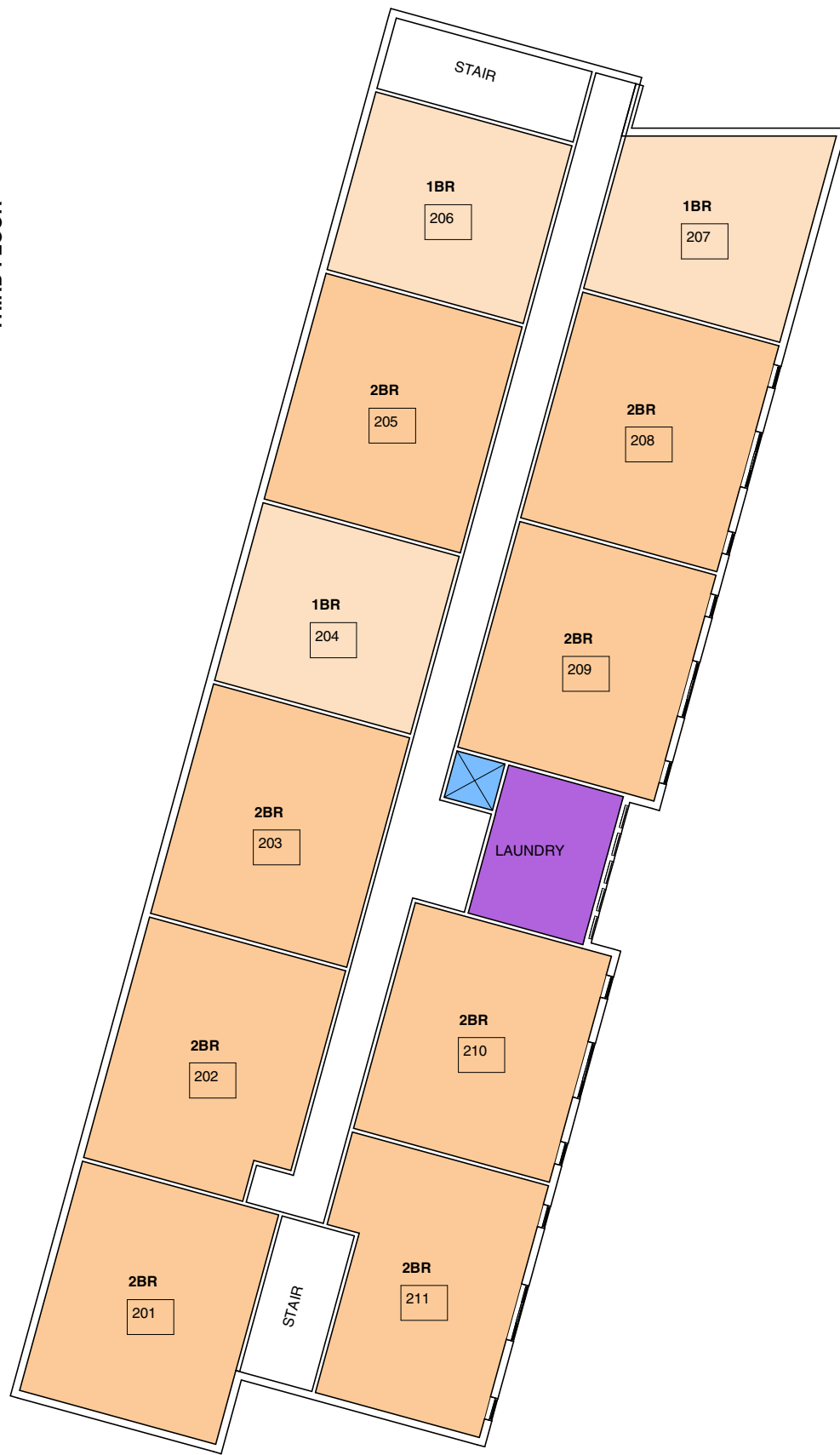
# THE BALDWINVILLE SCHOOL APARTMENTS

16 SCHOOL STREET  
TEMPLETON, MA

# HISTORIC BUILDING FLOOR PLANS

A-102  
3/64" = 1'





# THE BALDWINVILLE SCHOOL APARTMENTS

16 SCHOOL STREET  
TEMPLETON, MA

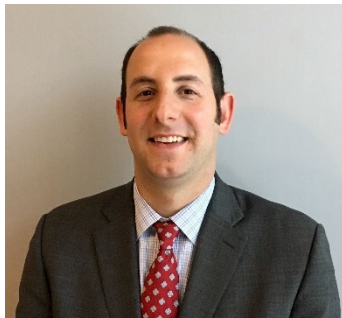
# NEW BUILDING FLOOR PLANS

A-103  
3/64" = 1'

# B. Appendix

# 1. Team Qualifications/Collateral





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## MATHIEU P. ZAHLER

MANAGING MEMBER

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Based in Milton, MA, MPZ Development is a developer of affordable, mixed-income, market rate and historic apartment communities.

### SKILLS & ABILITIES

Affordable Housing

Mixed-Income Housing

Historic Rehabilitation

Public Private Partnerships

Urban Redevelopment

Low-Income Housing Tax Credits

Historic Rehabilitation Tax Credits



DEVELOPMENT

### EXPERIENCE

MPZ DEVELOPMENT LLC, MILTON, MA

MANAGING MEMBER, 2017 – PRESENT

TRINITY FINANCIAL INC., BOSTON, MA

SENIOR PROJECT MANGER, 2010 – 2018

A BETTER CITY INC., BOSTON, MA

DIRECTOR OF POLICY AND DEVELOPMENT, 2009 – 2010

BOSTON GARDEN DEVELOPMENT COPR., BOSTON, MA

DIRECTOR OF POLICY AND DEVELOPMENT, 2008 – 2009

### EDUCATION

CARNAGIE MELLON UNIVERSITY, HEINZ COLLEGE, PITTSBURGH

MASTER OF SCIENCE IN PUBLIC POLICY AND REAL ESTATE, 2008

CONNECTICUT COLLEGE, NEW LONDON

BACHELOR OF ARTS IN ARCHITECTURAL HISTORY, 2001

### RELEVANT EXPERIENCE (PARTIAL LIST)

#### In Development

McElwain School Apartments, 57 Units, Bridgewater, MA

10 Stonley Road, 45 Units, Jamaica Plain, MA

#### Completed

Treadmark Building\*, 83 Units and ground floor retail, Dorchester, MA

Enterprise Center\*, 224 Units and 55K of Office/Retail, Brockton, MA

Randolph Houses\*, 318 Units, Harlem, NY

Bristol Commons and Lenox Green\*, 160 Units, Taunton, MA

Regency Tower\*, 129 Units, New Bedford, MA

Washington Beech\*, 206 Units, Roslindale, MA

\*completed while an employee of Trinity Financial Inc.

### PROFESSIONAL ASSOCIATIONS

Citizens Housing and Planning Association, Production & Preservation Committee

The Urban Land Institute, Policy Committee

## MPZ Development Project Experience

### McElwain School Apartments, Bridgewater, MA

Type: Mixed-Income Rental, Historic Preservation/New Construction

Total Development Cost: Approximately \$21 Million

Total Units: 57

Projected Completion: 2023



Proposed



Existing

MPZ Development LLC and Capstone Communities Development LLC plan to create a mixed-income housing development through the renovation of the historic but long-vacant McElwain School, to provide 16 units, and the construction of 38 new units on the balance of the property. The project also includes renovation of the three-family house and barn on the adjacent property, which have been separately acquired, for an additional three units and maintenance workspace.

To be collectively known as McElwain School Apartments, the development will provide a mix of one-, two- and three-bedroom apartments affordable to individuals and families whose incomes range from 30 percent to 60 percent of area median income as well as six market rate units.

Designs for the adaptation of the schoolhouse for residential use will follow the Secretary of the Interior's Standards for Rehabilitation. Federal and state historic tax credits are expected to make possible the preservation of the building's architectural integrity, including installation of historically accurate windows and cleaning and repointing of the exterior masonry. The dramatic staircases and other interior common area elements typical of such school buildings will also be refurbished.

A three-story elevator building at the back of the three-acre site will be designed to complement its historic neighbor and to fit with the surrounding single-family homes and nearby apartment communities. The adjacent three-family house will be renovated, and a maintenance building will be created in the barn, maintaining the architectural character of the existing 1880 structures.

The developers were the successful bidders for the c. 1910 school property in an extensive Chapter 30B disposition process for surplus property with the Town of Bridgewater. Project financing will be through tax credits, state and federal housing funds, and private sources.

Currently in the pre-development stage, the project has completed the permitting process and is actively seeking financing. Projected completion is projected for 2023.

## MPZ Development Project Experience

### 10 Stonley Road, Jamaica Plain MA

Type: Mixed-Income Rental

Total Development Cost: Approximately \$17 Million

Total Units: 45

Projected Completion: 2022



The 10 Stonley Road Site includes the parcels of land located at 35 Brookley Road, 95 Stedman Road, and 51 Stedman Road, which collectively comprise approximately 16,290 square feet (0.37 acre) of land. The site is improved with a single-story light industrial cinder block building built in approximately 1950 and currently is owned and operated by a petroleum company.

The site is located within approximately one-half mile of both the MBTA Green Street and MBTA Forest Hills stations. The Project Site is located a quarter mile from Franklin Park and three-quarters of a mile from Arnold Arboretum, and also has access to several nearby neighborhood parks.

The project will construct a new four (4)-story residential building totaling approximately 39,858 gross square feet which includes forty-five (45) residential units and nineteen (19) ground-floor parking spaces accessed and egressed at Stanley Road. The parking program includes two accessible spaces, one of which is van accessible. The proposed unit mix includes five (5) ground-floor one-bedroom Artist Live/Work Units (all of which will be offered as inclusionary Development Policy ("IDP") Units), nine (9) studio units, twenty-three (23) one-bedroom units, seven (7) two-bedroom units, and one (1) three-bedroom unit. Resident amenity spaces, such as a ground floor gym, internal bike storage for thirty-eight (38) bikes, partially covered bike storage for eighteen (18) bikes, postal/package storage room, and fourth floor common area with an accessible bathroom including balcony and deck. In addition, ground floor landscape improvements, new sidewalk, and streetscape improvements (new curb and sidewalks) on all three street facing sides are also included as part of the redevelopment.



## MPZ Development Project Experience

Project experience performed by Mathieu Zahler through Trinity Financial Inc.:

### **Treadmark, Dorchester, MA**

Type: Mixed Income, Mixed-Use

Total Development Cost: \$45 Million

Units: 83 plus retail (5,000 sf)

Project Completion: December 2018



*Building image provided by Trinity Financial Inc.*

Treadmark is an 83-unit, six-story building located at the end of the southern end of the MBTA's Red Line, at Ashmont Station. The site was formerly the home to Ashmont Tire shop for the past 40 years and was an underutilized site. The unit mix includes 51 Low Income Housing Tax Credit (LIHTC) rental units, affordable up to 60% of the Area Median Income (AMI) and 32 for sale condominiums. Four of the condominiums meet the requirements of the City of Boston's Inclusionary Development Policy (80-100% of AMI), 16 units are affordable to individuals making up to 110% of AMI (workforce units) and the balance are market rate. The project was permitted through the City of Boston's Article 80 review process.

The building also includes 5,000 square feet of ground floor neighborhood retail and 32 spaces for parking (30 garage spaces and 2 surface spaces). The project has an executed lease with American Provision out of South Boston to take 50% of the retail space. The project will enhance the streetscape with the addition of street trees and street furniture down the block as well as the creation of 8 on-street parking spaces in front of the building. Following its sister property, The Carruth, Treadmark is the second new construction building to be built in and around the Ashmont/Peabody Square area over the past 10 years and will be ready for occupancy in November 2018. The project was originally slated to be completed in July 2017 but suffered a catastrophic fire and needed to be completely reconstructed. Once completed, the building will add to the vibrancy and growth that is already well underway in and around the Ashmont/Peabody Square neighborhood. The building is designed by The Architectural Team with interiors by celebrity designer, Taniya Nayak.

## MPZ Development Project Experience

Project experience performed by Mathieu Zahler through Trinity Financial Inc.:

### **Enterprise Center, Brockton, MA**

Type: Mixed-Use, Transit-Oriented

Total Development Cost: \$100 Million

Phase 1 Completed: 2015



*Building image provided by Trinity Financial Inc.*

The Enterprise Center project is a vibrant, mixed-use development recreating a significant city block and its street edges in downtown Brockton. The transit-oriented development sits within walking distance of the commuter rail station in downtown Brockton, and within walking distance of the City's center. The new development will occur in two phases and will restore a historic building and several newly constructed buildings which include retail (restaurant and neighborhood retail), commercial (traditional office and collaborative workspace) and housing uses. The block is bounded by Centre Street, Main Street, Montello Street and Petronelli Way and had suffered from considerable blight and physical deterioration.

Trinity's development has been the catalyst to bring significant reinvestment back to downtown Brockton and has begun to reinvigorate what was once a bustling downtown location. The project has been designed to comply with the goals of the Downtown Brockton Smart Growth Overlay District (DBSGOD) and was permitted using the Commonwealth's 40R Permitting Process. The project consists of two phases of housing in newly constructed buildings, the historic rehabilitation of an existing commercial building and the construction of a new municipal parking garage. The project was funded using Low Income Housing Tax Credits, New Market Tax Credits, private tax credit equity and other public and private resources.

Trinity has worked with the community to develop a multi-phase development program reflective of the goals of the City and its residents. The first phase of development consists of 113 units of housing in a newly constructed building along Centre Street. The building includes 42 artist live work units which will be affordable to artists earning up to 60% of the Area Median Income (AMI) and 71 mixed-income units. In addition to the housing there is ground floor neighborhood retail, artist gallery space, building amenities (club room, yoga room, coffee bar and fitness room), onsite management offices, green space, garage and surface parking.

The existing Enterprise Building was historically rehabilitated to create 55,000 square feet of new commercial and office space. The building is occupied by the Department of Transitional Assistance and has provisions for a restaurant and collaborative workspace.

## **MPZ Development Project Experience**

The second phase of development consists of 111 units of housing, again a mix of affordable and market rate units, as well as a 414-space parking garage and additional green space. District Improvement Financing (DIF) will be utilized to help finance the public improvements, the creation of the district was championed by the developer.

Upon completion this project will consist of 224 units of housing, 10,000 square feet of retail and artist exhibition space, 52,000 square feet of commercial space and 588 parking spaces.

## MPZ Development Project Experience

Project experience performed by Mathieu Zahler through Trinity Financial Inc.:

### **Bristol Commons and Lenox Green, Taunton, MA**

Type: Rental

Total Development Cost: \$73 Million

Units: 160

Completed: 2014



*Building image provided by Trinity Financial Inc.*

In May 2011, the Taunton Housing Authority (THA) and Trinity were successfully awarded a \$22 Million HOPE VI Revitalization grant from the U.S. Department of Housing & Urban Development (HUD). In addition to the HOPE VI Grant, private equity resources and other public funds were used to rehabilitate the distressed 150-unit Fairfax Gardens public housing development.

Fairfax Gardens was built in 1951 as an isolated, 150-unit barracks-style development in the middle of a low density, single-family neighborhood. The units were clustered on a third of the 43-acre site, leaving the remaining acreage open as meadows and wetlands. The development's infrastructure, utilities, and many building components were original to the site and are outdated and needed complete replacement. The buildings were neither energy-efficient nor accessible; the units were cramped and much smaller than current space standards dictate; and mold, pests, and deteriorated finishes were problematic throughout. The distressed conditions at Fairfax Gardens not only negatively impacted residents' health and quality of life, it brought down the property values of nearby homes. The award of the HOPE VI grant allowed for the complete demolition and reconstruction of the existing Fairfax Gardens.

The original Fairfax Gardens site now renamed Bristol Commons, de-densified the existing site replacing the 150 units across two distinct sites for a newly redeveloped total of 160 units. The two sites offer the project the ability to create family housing options at Bristol Commons and apartment style living at Lenox Green for seniors and those who wanted to be closer to amenities and transportation options. The project was permitted using the City's standard special permit approval



## **MPZ Development Project Experience**

process and requested the necessary variances form the planning board and the zoning board of appeals.

The Bristol Commons site contains 80 townhomes and eight duplex units, as well as new site infrastructure, a new community center, community gardens, green space, a basketball court and other community amenities. The 88 units in the Bristol Commons phase will include one-, two-, three-, and four-bedroom units and 78 of the units will be affordable to households earning between 0-60% of the Taunton area median income. The majority of the families are considered to be extremely low income and will require operating subsidies from the THA. These operating subsidies will allow all residents to pay only 30% of their income as rent. The remaining ten units will be market rate units and will have no income restriction assigned to them.

Lenox Green is in downtown Taunton in a transit-oriented development (TOD) overlay district, the development is adjacent to public transit and other services. Lenox Green has new site infrastructure, 18 townhomes, a three story 54-unit mid-rise building with community space/management offices, raised community planting beds, walking paths connecting to local services, a playground and other community amenities. The 72 units in the Lenox Green include one-, two- and three-bedroom units and all 72 of the units will be affordable to households earning between 0-60% of the Taunton area median income. The same operating subsidies offered to residents of the Bristol Commons site will also be available to the residents of the Lenox Green site.

## MPZ Development Project Experience

Project experience performed by Mathieu Zahler through Trinity Financial Inc.:

### A. Philip Randolph Houses, Harlem, NY

Type: Mixed Income

Total Development Cost: \$146 Million

Units: 283

Completed: Phase I - 2016, Phase II - Expected 2018



*Building image provided by Trinity Financial Inc.*

While this project was not located in the Commonwealth, there are many aspects of the development which are relevant to the project example requirements of the RFQ and is notable as the first public-private partnership entered into by the New York City Housing Authority.

The Randolph Houses project contains 36 five-story Old Law tenement buildings, 14 of which are on the north side of the street (collectively, the “North Side”) and 22 on the south side of the street (collectively, the “South Side”), and together comprise the Public Housing development known as “Randolph Houses.” This project involves the historic rehabilitation of the existing structures into two sets of interconnected and fully handicapped accessible buildings. The building facades have been restored and the interior of the building has been completely demolished and rehabilitated. This 2-phased project was financed through the Department of Housing and Urban Development (HUD) mixed finance and Low Income Housing Tax Credit (LIHTC) programs.

The redevelopment of the South Side included a \$95 million gut-rehabilitation of 307 vacant units in the 22 old law tenement buildings on the south side of the street. The new project contains 168 units in what are now two interconnected buildings with central circulation and elevator access. The newly reconfigured units are a mix of Studio, 1, 2, 3 and 4-bedroom apartments designed to accommodate family living. The rehabilitated buildings contain community space, a teaching kitchen, computer lab, fitness room and storage for residents. There are also site improvements which include two children’s play areas for different age groups and active and passive outdoor spaces for residents to enjoy.

The \$51 million North Side (Phase 2) includes the gut-rehabilitation of 14 historic Old Law tenement buildings on the north side of the street. The renovation will result in 115 rehabilitated units in what will become one building with central circulation and elevator access. This project contains a mix of studio, 1, 2, 3 and 4-bedroom units and has a similar amenity package to the South Side project, with some amenities shared between the two phases.

## MPZ Development Project Experience

Project experience performed by Mathieu Zahler through Trinity Financial Inc.:

### **Regency Tower, New Bedford, MA**

Type: Mixed-Income Rental, Mixed-Use

Total Development Cost: \$32 million

Completed: 2011



Completed in 1988 as a luxury apartment complex, the 16-story Regency Tower offers dramatic harbor views and is located steps from the city's historic downtown district. Unfortunately, the building had suffered from serious facade deterioration and water damage, due to lack of capital investment, by the time MassHousing foreclosed on the property in 2005.

In 2009 MassHousing selected Trinity Financial to acquire and redevelop the property, which was carried out at a total cost of \$32 million. The building facade was replaced on floors 5 to 16, new windows and patio doors were installed throughout, and common areas were renovated as well. Apartment interiors were refurbished and fitted with new kitchens, bathrooms, and HVAC systems, and underutilized commercial space was converted to residential use, increasing the total number of units from 123 to 129, with a mix of 33 affordable units, 10 "workforce" units, and 86 market-rate units.

Fully leased at rents above pro forma levels, the Regency Tower is arguably the most desirable high-rise apartment property in the area.

## MPZ Development Project Experience

Project experience performed by Mathieu Zahler through Trinity Financial Inc.:

### Washington Beech, Roslindale, MA

Type: Mixed-Income Rental, Public Housing

Total Development Cost: \$100 Million

Completed: Phase 1: 2010 / Phase 2: 2011



The original 266-unit Washington Beech housing project was built by the Boston Housing Authority in the early 1950s. Developer Trinity Financial demolished and replaced the aging complex with an attractive community of 206 rental units, with lower density and a site design that is more in keeping with the surrounding neighborhood in the Roslindale section of Boston.

A variety of unit types replaced the existing institutional walk-ups, including garden apartments, duplexes over flats, and townhouses. Homes have individual entrances and decks, with private backyards for families with children, while new roads were laid out so that all unit entries front on a street and residents can park nearby. All of the development's one-bedroom apartments, for seniors and singles, are located in a mid-rise elevator building located at a prominent street corner for easy access to local shops and services; the building also houses a community meeting room, computer center, kitchen and food pantry, and offices for management and tenant services. A central green space provides play facilities and park benches for residents of all ages.

Construction of Washington Beech occurred in two stages to accommodate the relocation and rehousing of existing residents. Total project cost was approximately \$100 million, with \$20 million provided through federal HOPE VI funds and \$10 million through federal American Recovery and Reinvestment Act funding. Other funders included the Commonwealth of Massachusetts through the HOME, HSF and AHT programs, the City of Boston's Neighborhood Housing Trust Program and Department of Neighborhood Development, and private equity generated from the syndication of Low Income Housing Tax Credits through RBC Capital Markets.





## WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

ICON is a 50-person, Boston-based, women-owned architectural practice. Our work focuses on sustainable transformative projects that create new paradigms for transformative living, and range from transit-oriented development to innovative adaptive reuse, and from low-rise to high-rise construction. Our team has contributed to the design and construction of over 20,000 housing units throughout New England, with 2,000 currently under design or in construction this year.

Widely recognized for their vision, creativity, and responsiveness to clients, ICON's principals and senior staff offer the skills necessary to conceive and implement complex projects that require coordination of clients, citizens, and agencies. We bring to our clients an ability to listen carefully, to assimilate and synthesize large bodies of information, and to help build consensus among often-conflicting interests.

## SUSTAINABLE DESIGN

At the core of our philosophy and mission is a commitment to sustainable design. We call our approach to sustainability sensible green. Central to our commitment to sustainability is renewal - the reuse, repositioning or renovation of existing structures.

Our process is distinguished by the level of integrated planning we bring to the process. It starts with discussing budget and funding, maintenance, construction issues, sustainable design, building systems and performance, and life-cycle costs. Our design is informed by the host of complex issues involved in realizing a successful project. We work to find the most cost effective, "sensible" green approach to the project.

## RECOGNITION

ICON's multi-family projects have been case studies for nationally distributed books on urban housing, published by the Urban Land Institute, Harvard University Press, and Global Green. Our work has won numerous awards, multiple Builders Choice Design Awards, a Governor's Smart Growth Leadership Award, and multiple Preservation Achievement Awards from the Boston Preservation Alliance and the Massachusetts Historical Commission. Maverick Landing was awarded the Terner Prize as the nation's most innovative and sustainable affordable housing complex.

## LEGAL NAME OF CORPORATION

ICON Architecture, Inc.

## ADDRESS

101 Summer Street  
Boston, MA 02110



**Janis B Mamayek AIA, LEED AP**, Vice President, has been focused professionally on housing for over 30 years. As ICON's Director of Architecture, she manages staff across a multitude of project scales and types. Recently her work has focused on leading our RENEW practice targeted on bringing new realities to existing buildings through

Re-positioning, Re-thinking, and Re-pair for relevancy and resiliency; optimizing value in existing building assets through environmentally-conscious design and culturally conscious preservation with a commitment to high performance. Janis has considerable experience applying this old/new comprehensive approach to adaptive re-use of schools, preserving housing through modernizations and well as repairs of existing facilities.

Janis is currently leading the design and permitting teams for several adaptive reuse of historic school residential developments throughout the Commonwealth including:

- St James & Immaculate Conception Schools in Salem;
  - Henry T Wing School in Sandwich;
  - BF Brown School in Fitchburg;
  - Coyle School in Taunton;
  - Oxford School in Fairhaven;
- and the Bigelow and Riverbend Schools in Athol.



**Bethany Drab AIA**, Project Architect, Since joining ICON, Bethany has been passionate about bringing new life to existing buildings across Boston and the Commonwealth including occupied rehab and adaptive reuse through historic tax credits. She was immediately engaged in the culture of ICON's RENEW practice working to

preserve historic, cultural and affordable assets in existing buildings. She has contributed to numerous projects across ICON's practice teams: LIVE-LEARN-RENEW including **The Coady School Residences** in Bourne, **Van Brodie Mill** in Lawrence and **Blakely Hall** at Tufts University.

Outside of the office, Bethany is actively involved in the Boston Preservation Alliance's Young Advisors with a mission to protect, preserve, and promote Boston's unique character. Bethany earned her Bachelor of Architecture from Penn State University.



**Kevin O'Neil AIA**, Associate Principal, Practice + Adaptive Reuse Leader, brings extensive mill conversion experience to the team. At ICON, he has completed a variety of adaptive reuse projects for both residential and commercial uses, including serving as Project Manager for the rehabilitation of **Appleton Mills** in Lowell, MA into a new market loft-

style and live/work housing community with 130 units. He currently has two buildings under development in the Historic Arlington Mills District in Lawrence. One is under construction, the adaptive reuse of the **Van Brodie Mill** into 102 rental units overlooking Steven's Pond. The other is the adjacent **Marriner Mill** which is in design to be converted into 84 units of family housing. Kevin was the Project Manager for several mill conversions in Providence, including **The Plant**, a mixed used commercial and artist live/work complex, and the neighboring **60 Valley Street Mill**.





**Education**

Bachelor of Architecture,  
University of Minnesota, 1985

Bachelor of Environmental Design,  
University of Minnesota, 1985

Design Studio Abroad,  
Rome, Italy, 1984

**Registration**

Massachusetts (7399)

**International Work**

Istanbul, Turkey 1988-89

**Affiliations**

CHAPA  
Preservation and  
Production Committee

AIA MA Government Affairs  
Committee, Member

Boston Society of Architects

BSA Renovate for Recovery  
Registered Design Professional

U.S. Green Building Council

**Speaking Engagements**

ABX 2012: Survival Strategies for  
Existing Buildings

ABX 2012: Living on Track

ABX 2019: Rethinking Reality -  
Preservation Path to  
Affordable Housing

**Relevant Experience**

Principal-in-Charge, **Rindge Commons**, Cambridge, MA: Optimizing full potential of this iconic site, ICON's design of infill structures transform the character of this property and include mixed uses while adding 100 units of affordable housing.

Principal-in-Charge of CA, **Avenir**, Boston, MA: A 241-unit, mixed-use residential development on a former MBTA parcel in Boston's Bulfinch Triangle above the MBTA's North Station. Avenir elegantly combines upscale apartments with vibrant retail and transportation links in Boston's Bulfinch Triangle sports and entertainment district. The 10-story building's varied massing and texture respond to the historic Bulfinch Triangle context of individual buildings aggregated over time. Tall, multi-level lofts wrap the internal parking structure to conceal it from street view, while upper level apartments enjoy the expansive terraces between building volumes.

Project Manager, **One Canal**, Boston, MA: Transit-oriented development in Boston's Bulfinch Triangle, including retail and parking below 310 rental apartments built over the MBTA Orange and Green Lines and the Central Artery Tunnel.

Project Manager, **Washington Beech (Phase II)**, Roslindale, MA: Transformation of a severely distressed development into a HOPE VI community of over 200 housing units in a range of types, incorporating leading edge energy and air quality strategies; all units take advantage of passive solar energy; LEED-H gold certified

Principal-in-Charge, **Chelmsford Woods Residences**, Chelmsford, MA: New construction of 116 units of affordable, low-rise townhouses with garden and clubhouse.

Principal-in-Charge, **North Point Lofts**, Cambridge, MA: Adaptive Reuse of 1926 concrete meat packing plant into 103 units of transit-oriented microloft housing as part of the Northpoint District. and is conveniently located near the Lechmere MBTA station. These studio apartments range in size from 330 to 700 square feet, each with floor-to-ceiling windows and contemporary interiors designed to meet LEED-NC Silver criteria.

Principal-in-Charge, **Simon C. Fireman Community Renovation and Expansion**, Randolph, MA: ICON is currently working on a phased modernization for this 3 story, 160 unit Senior Living Facility owned by Hebrew Senior Life. Expansion of site for another 50-units.

Principal-in-Charge, **Cambridge Housing Authority: Washington Elms Modernization**, Cambridge, MA: Extensive Existing Conditions and Schematic design programming through construction for modernization of an occupied 15 residential + 2 support building site; \$24M construction budget for broad and varied scope addressing most critical need across the housing development for the next 20 years; funded through HUD's Rental Assistance Demonstration program.

Principal-in-Charge, **Smith House**, Boston, MA: Renovation and modernization of 132 one-bedroom affordable occupied apartments in a 12-story, 1970's era concrete high-rise for seniors. Reprogramming of all amenity areas for seniors was completed.

Principal-in-Charge, **Maverick Landing**, East Boston, MA: Award-winning \$150M project on a nineacre waterfront site near the Maverick MBTA station. A multi-phase, multi-ownership, multi-family residential development built as a prototype for affordable green development totaling 426 sustainable units. LEED-certified.

Principal-in-Charge, **MSBA's Green and Accelerated Repair Program**: 26 different projects across 11 districts, 19 schools. Sustainable energy saving measures that include mechanical system upgrades, window and door replacement, roof and insulation repairs. All projects incorporate principles and standards of sustainable design ranging from \$400k to \$2M in construction cost.

Principal-in-Charge, **The Coady School Residences**, Bourne, MA: Fifty-eight residential units for active seniors are situated amongst a variety of communal spaces rich in historic character retained in the renovations: original open stairs, full proscenium at the entry lobby, and science greenhouse restored as a sun room - all washed in natural daylight through the large restored windows.





**Education**

Bachelor of Architecture, Boston  
Architectural Center, 1998  
Received High Honors for Thesis

Associate of Science in  
Architectural Technology, Hartford  
State Technical College, 1982

**Registration**

Massachusetts (20683)

**Relevant Experience**

Project Manager, **Appleton Mills**, Lowell (MA): Award winning adaptive reuse of a historic mill building on the Hamilton Canal into a 130-unit, mixed-income, artists' live/work development.

Project Manager, **Van Brodie Mill**, Lawrence, MA: Renovation of an existing historic mill building into 100+/- family-oriented lofts and a ground-level amenity center for residents. The renovation totals 145,488 GSF.

Project Manager, **Marriner Mill**, Lawrence, MA: Marriner Mill is located in the Arlington Mills Historic District in Lawrence. ICON will carry out a substantial rehabilitation of the structure to national Park Service standards. 84 apartments of low to moderate income housing will be created with a focus on 2 and 3 bedroom units. The renovation will be a companion to the neighboring Van Brodie Mill currently under construction in this historic district.

Project Manager, **Boston East**, East Boston (MA): The revitalization of a vacant piece of land into 200 apartments. The project provides public access to the waterfront and bridges two important centers of East Boston.

Project Team Manager, **The Plant & Cuban Revolution**, Providence (RI): An adaptive reuse project that includes the conversion of a 19th century Fabric Dying and Bleaching calendaring facility into artist live/work housing and a mixed use office park.

Project Manager, **Enterprise Office Building**, Brockton (MA): Adaptive reuse of a 55,000 SF former newspaper plant for commercial office space.

Project Manager, **Centre 50 & Enzo Flats**, Brockton (MA): Enzo Flats and Centre 50 are the first residential phase of a new multi-acre, mixed-used downtown redevelopment in the Gateway City of Brockton. This new, mixed use district includes the restored Enterprise Block, 200,000 SF of new office space, and restaurant and retail area. The residential component includes 250 apartments located within a one-block walk of the Brockton Commuter Rail Station.

Project Team Manager, **Fulton School Residences**, Weymouth (MA): Adaptive reuse of 1928 historic school with new construction, 63 units of affordable senior housing.

Project Manager, **110 Canal**, Lowell (MA): Renovation of the historic Freudenberg Nonwovens mill building renovation into modernized commercial space, a key piece in the city's \$800M Hamilton Canal District revitalization project.

Architectural Designer, **Olmsted Green**, Boston (MA): Design development / construction documentation for the design of 520 units of new mixed-income housing on the former Boston State Hospital Site. Focused on bathroom, kitchen, and unit interior compliance with MAAB and FHA.

Project Manager, **MSBA's Green and Accelerated Repair Program**: 26 different projects across 11 districts, 19 schools. Sustainable energy saving measures that include mechanical system upgrades, window and door replacement, roof and insulation repairs. All projects incorporate principles and standards of sustainable design ranging from \$400k to \$2M in construction cost.

Project Team Manager, **Emerson College Atrium**, Boston (MA): Design of an infill project for the existing light well in Emerson College's Walker Building.

Project Team Manager, **Vine Street Community Center**, Boston (MA): Rehabilitation and adaptive reuse of a 26,000 SF historic masonry structure resulted in a modern community center.



**Education**

Bachelor of Architecture, Penn State University, 2014

Design Studio Abroad, The Pantheon Institute, Rome, Italy, 2012

**Registration**  
Massachusetts

**Affiliations**  
American Institute of Architects (AIA)

Boston Society of Architects (BSA)

Greenbuild 2017

Boston Preservation Alliance

HomeStart Fundraising Captain (iCycle, Boston Marathon)

**Speaking Engagements**  
ABX 2019: Rethinking Reality - Preservation Path to Affordable Housing

**Relevant Experience**

Project Designer, **Van Brodie Mill**, Lawrence, MA: Renovation of an existing historic mill building into 100+/- family-oriented lofts and a ground-level amenity center for residents. The renovation totals 145,488 GSF.

Project Designer, **Marriner Mill**, Lawrence, MA: Marriner Mill is located in the Arlington Mills Historic District in Lawrence. ICON will carry out a substantial rehabilitation of the structure to national Park Service standards. 84 apartments of low to moderate income housing will be created with a focus on 2 and 3 bedroom units. The renovation will be a companion to the neighboring Van Brodie Mill currently under construction in this historic district.

Assistant Project Manager, **The Coyle School**, Taunton, MA: Adaptive reuse of 1933 historic Gothic Revival-style School and redeveloped site will be transformed into 50 units of affordable family housing. The historic school will house 32 families within the classroom wings and historic gymnasium; with another 18 families residing in a lower addition stepping down behind the auditorium.

Assistant Project Manager (through CA Phase), **The Coady School Residences**, Bourne, MA: The Coady School main building will be sensitively renovated per National Park Service Guidelines for Historic Renovation, and expanded to provide a total of 58 units of new housing and support services for active senior residents. The new construction portion will be a 3 story, wood framed plus basement with masonry fiber cement siding which will add an additional 38,000SF.

Project Manager, **Immaculate Conception and St James Schools** in Salem [MA] - Adaptive Re-Use of two historic schools- for affordable housing focused on two distinct populations- one for artists and one for active seniors. The use of Historic tax credits will steer the design of these historic structures providing a total of 61 units of new housing in downtown Salem.

Assistant Project Manager, **Smith House**, Boston, MA: Renovation and modernization of 132 one-bedroom affordable apartments in a 12-story, 1970's era concrete high-rise for seniors. New Entry addition, Reprogrammed Amenity spaces and tiered unit renovations developed to meet growing needs of elderly population and current accessibility code while the building is occupied.

Project Designer, **MSBA's Green and Accelerated Repair Program**: 37 different projects across 13 districts, 19 schools. Sustainable energy saving measures that include mechanical system upgrades, window and door replacement, roof and insulation repairs, and other improvements aimed at providing a better learning environment. All projects incorporate principles and standards of sustainable design. Roof, window and boiler replacements of all types ranging from \$400k to \$2M in construction cost.

Construction Administration, **The Residences at Canal Bluffs**, Bourne (MA): High efficiency Energy Star Rated wood-frame, four-story buildings housing 117 mixed-income units and community spaces.

Project Designer, **Chelmsford Woods Residences**, Chelmsford MA: New construction of 116 units of affordable, low-rise townhouses with garden-style apartments and clubhouse.

Project Designer, **Beach House Apartments**, Revere, MA: New construction of 230 units, with both outdoor and indoor amenity spaces for residents including a courtyard and pool. A below-grade parking garage provides a podium for the five-story building. The site totals 279,000 GSF.

Project Designer, **Babson Library Renovation**, Springfield College, Springfield, MA: Transformation of a 1971 library into a contemporary Learning Commons. The renovation totals 57,000 GSF.

Project Designer, **Peabody-Leavitt**, Salem, MA: New Construction on two distinct parcels of Salem's Point neighborhood integrating mixed use programs of affordable housing, artists' studios, resilient design strategies and passive house detailing in proposed 40R district.



# HISTORIC PRESERVATION / ADAPTIVE REUSE

## COADY SCHOOL RESIDENCES

Bourne, MA

Coady School Residences in Bourne connects the community to the town's rich cultural history with affordable housing options set within the former elementary school. Fifty-eight residential units for active seniors are situated amongst a variety of communal spaces rich in historic character retained in the renovations: original open stairs, full proscenium at the entry lobby, and science greenhouse restored as a sun room - all washed in natural daylight through the large restored windows. Connecting corridors between the school and new addition frame intimate outdoor resident gathering spaces.



## SIMPKINS SCHOOL RESIDENCES

SOUTH YARMOUTH, MA

Nestled in the historic district of South Yarmouth, the 1930's built John Simpkins School has been redesigned to offer 65 senior housing units. The adaptive reuse, which totals up to 78,000 SF, includes a historically-sensitive addition per the Cape Cod Commission's Regional Policy Plan. Amenities include a community room and an expansive green space which enlivens the landscape.



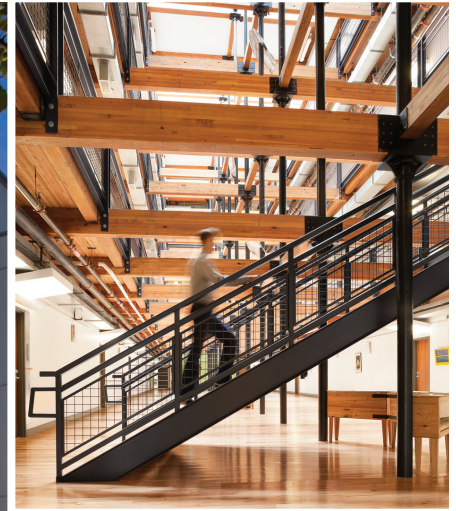


# HISTORIC PRESERVATION / ADAPTIVE REUSE

## APPLETON MILLS

LOWELL, MA

The 130 artist live/work lofts at Appleton Mills establish the 15-acre, mixed-use Hamilton Canal District as one of Massachusetts preeminent creative communities. This adaptive reuse restores the extant masonry mill remains, reuses the cast iron columns, and reengages bridges linking across canals. Site walkways trace the historic mill worker paths. At the heart of the complex lies a light-filled, four-story atrium serving as a communal gallery. Units offer a range of open loft layouts, including those that array along the “loading dock” terrace, allowing residents to roll up “garage doors” to open their studios to view.



BEFORE



## HOTEL DARTMOUTH

ROXBURY, MA

Melding the restoration of this neglected 1871 National Register hotel with the new addition of artist live/work housing, Dartmouth Hotel has regained its elegance at the heart of Roxbury's Dudley Square. After sitting vacant for 30 years, restoration required painstaking renewal of the rare marble façade and meticulous rebuilding of ornate wood-trimmed dormers and slate roofing. Combined with its contemporary addition, this mixed-use project has acted as a catalyst for new development in the Dudley Square area, including substantial new retail and restaurant space in its ground floor.



BEFORE





# HISTORIC PRESERVATION / ADAPTIVE REUSE

## NORTH POINT LOFTS CAMBRIDGE, MA

This former industrial building creates 103 new “micro” lofts, an emerging new housing prototype for urban dwellers, conveniently located near the new Lechmere station on the Green Line extension. These studio apartments range in size from 330 to nearly 700 square feet, each with floor-to-ceiling windows and contemporary loft interiors and are designed to meet LEED-NC silver criteria.



## 60 KING PROVIDENCE, RI

Historically known as the Rochambeau Worsted Mill, and more currently as The Imperial Knife Factory, this project was designed as a mixed income housing development and the First Phase of a larger community redevelopment plan for this area of the Olneyville neighborhood. The development is partially funded with Historic Tax Credits and Low Income Housing Tax Credits. The main building was built in 1923 and is three stories with a flat roof. The exterior is broken up into regular spaced bays with large window openings. There were additions, now removed, that were added over the years. The first in 1937 and the last being in 1980.

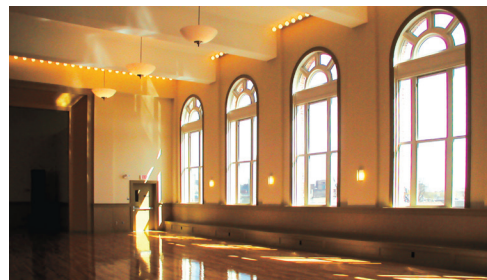
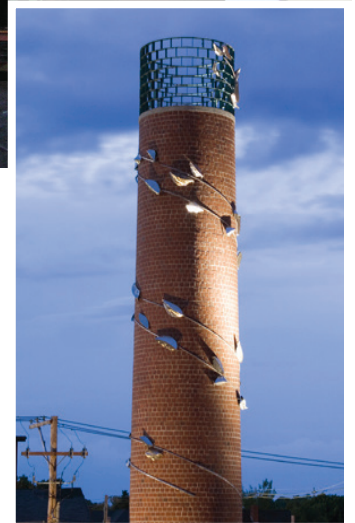




# HISTORIC PRESERVATION / ADAPTIVE REUSE

## THE PLANT + CUBAN REVOLUTION PROVIDENCE, RI

The Plant and Calender Mills mix a new blend of commercial and restaurant space with residential and live/work lofts into two 19th century industrial buildings. Live/work units range from affordable 500 SF studios with a wall of windows, to multi-story lofts with “wow,” and full floor-thru communal “nests.” Adaptive reuse is redefined through a blend of artistic integrity with aplomb. Via selective demolition, the underutilized and overbuilt site was opened up to create parking areas and an award-winning dance courtyard. Although in some areas the internal structure was deteriorated beyond repair, exterior walls were selectively preserved, maintaining the traditional street wall at the back of the sidewalk. New construction is clearly identified in contemporary materials and details.



## HIBERNIAN HALL ROXBURY, MA

Restored to its former glory, the Roxbury Center for the Arts combines retail and arts-allied offices with a meeting and performance arts venue. Constructed in 1913 as the home of The Ancient Order of Hibernians, the building was on track to be demolished until recognized as a Boston Landmark. Extensive renovation transformed the 32,000 SF building, now the permanent home of the Arts Culture Trade Roxbury Consortium (ACT Roxbury), and returned it to its rightful place in the rebirth of Dudley Square.





# ICON ARCHITECTURE: AFFORDABLE HOUSING PROJECTS

Designing affordable housing is the soul of our practice. We are committed to the highest quality of design, sustainability, livability and long-range economy. Our designs demonstrate sensitivity to their context and display our ability to work thoughtfully with residents, neighbors, and administrators to achieve quality planning and design with superior lasting value.

## **THE COADY SCHOOL RESIDENCES, BOURNE MA:**

Adaptive reuse of 1905 and 1935 historic Georgian Revival School, and new addition, for 63 units of active senior housing and supportive resident community areas. This project is permitted as a 40B 100% affordable development.

## **SIMPKINS SCHOOL RESIDENCES, SOUTH YARMOUTH MA:**

Nestled in the historic district of South Yarmouth, the 1930 John Simpkins School has been redesigned to offer 65 senior housing units. The adaptive reuse includes a historically-sensitive addition, and extensive review by the Cape Cod Commission's Regional Policy Plan. Features include a community room and expansive green space.

## **FULTON SCHOOL RESIDENCES, WEYMOUTH MA:**

The 1928 Nationally Registered Alice E. Fulton School has been reborn as an affordable, active senior community. The adaptive reuse and historically-sensitive addition to the Colonial Revival structure provides 63 apartments, many preserving original detail. This development is one of many ICON renovations putting historic tax credits to work to create senior housing within surplus schools in Massachusetts.

## **SCHOOL STREET RESIDENCES, ATHOL MA:**

Originally constructed in 1915, and later expanded in 1937, the historic Athol Middle School is a 66,600 SF Art Deco style structure that has been completely renovated to provide 50 units for active adults. Utilizing Historic Tax Credit financing, the School Street Residences provides a much needed affordable, locally-available retirement community that preserves an important historic structure.

## **WALDEN FIRE HOUSE RESIDENCES, REVERE MA:**

Built in 1907 in a restrained Classical Revival style, this former fire station provides home to seven units of senior housing. Former fire truck bays now serve as a first floor community space for the broader neighborhood. Original staircases were retained, and still wrap around the fire house pole that was once used for quick passage. Wood wainscoting and trim have been retained and replicated, while historic images have been reproduced as artwork in the hallways. Funded by both historic and low-income housing tax credits, this new use rejuvenates a historic TOD neighborhood, within a walk of both the MBTA Blue Line and the Revere Beach waterfront.

## **BROWN SCHOOL RESIDENCES, PEABODY MA:**

Originally constructed in 1911 with additions in 1920 and 1950, this distinctive structure incorporates elements of the Colonial Revival and Craftsman styles with Renaissance Revival entrance arches. The transformed site consists of a total of 61 active adult units. The reuse of the 30,000 SF historic school structure includes 20 units with community facilities and management space provided on the ground level. Immediately to the east of the school building sits a 41-unit, four-story, 50,000 SF new construction addition.



*The Coady School Residences*



*Simpkins School Residences*



*Fulton School Residences*



*School Street Residences*



*Walden Fire House Residences*



*Brown School Residences*

# KEITH CONSTRUCTION TODAY

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## Firm Organization

Keith Construction is a general contractor and construction manager specializing in multifamily residential construction for clients throughout the Northeast and Mid-Atlantic United States. Based in Canton, Massachusetts Keith Construction incorporated in 1993. Keith Construction is registered to do business in Massachusetts, New Hampshire, Connecticut, Rhode Island, New York, Pennsylvania, Delaware, Virginia, and Florida.

## Our History

Mr. Keith has been actively involved in the residential housing business for more than 40 years. He started in the 1960's as a single-family homebuilder and moved on to conventionally financed apartments and condominiums in the 1970's. In 1979 with his partner, William Duggan, he formed Central Street Construction Company, which specialized in developing and building government financed apartment complexes. The company reached a peak volume of \$42 million in 1989, and reorganized in 1992.



In 1993, Mr. Keith teamed up with Mr. Forde, one of the key members of Central Street Construction, and founded Keith Construction, Inc. maintaining the same values, standards of excellence, and goals. Working together and with other apartment owners, the company developed a niche in renovating occupied apartment complexes that needed modernization after nearly twenty years of use.



Keith Construction enjoys an affiliation with Keith Properties, Inc. Keith Construction's close association with the property management company affords our team of specialists the opportunity to look at construction and development from both the owner's and general contractor's vantage point. The learned knowledge from this relationship assists in the planning, design, and construction stages of projects. This is most noticeable in Keith Construction's depth of knowledge in market and housing trends. Clients are often pleasantly surprised at our ability to foresee opportunities often overlooked that help create value.

## Business Strategy – Understanding Your Goals and Needs

Keith Construction understands that construction is a service business, and focuses our expertise in housing reconstruction and new development, through a collaborative building effort. These projects fall inside four market segments we define as historic preservation, sustainable building, rental housing, and new development. It is within this collaborative and niche focused framework that we create value for our clients. Our strategic steps include first setting out to understand the clients' goals, and then implementing our building knowledge to help develop the construction program with the owner and design teams.



While not all our projects require the same advanced level of construction expertise, each is treated the same. This commitment and caring have established Keith the industry-wide reputation for quality and professionalism.

Under Mr. Keith's and Mr. Forde's vision and leadership, the company continues to meet new challenges and take advantage of new opportunities.

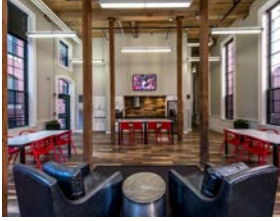


**Keith Construction has completed over 35,000 housing units in the last twenty-five years**



# KEITH CONSTRUCTION TODAY

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## Keith Statistics

Its officers are listed below:

**John W. Keith**  
**Timothy E. Forde**  
**Kelley Carroll**

**President and Partner**  
**Vice President and Partner**  
**Treasurer and CFO**

Keith currently employs over 50 full-time employees, including carpenters and laborers



## Construction Volume

### The Last Ten Years

- More than 11,000,000 square feet of residential construction
- Over 20,000 housing units reconstructed and built
- 80% of our work has been on active and occupied sites
- Over 100,000 square feet of community space
- Most of our work is negotiated bid, a testament to our quality and integrity

## Minority and Women's Business Execution

Keith Construction takes great pride in our successful minority and women's business outreach policy. Keith maintains an updated database of MBE/WBE subcontractors and actively seeks competitive bids from these firms. We have great success in achieving outreach project goals as noted in the below statistics.

- In the last three years we have awarded over **20** MWBE contracts
- MWBE Contracts awarded in the last three years exceeds **\$18,000,000**
- In the last \$250,000,000 in volume our Minority Staffing exceeds 20%



## Safety

Our dedication to the highest levels of safety is demonstrated in our **0.85** Safety Modification Rating. Our aggressive and proactive program means a better working environment, safer sites, and peace of mind for our clients. Our safety program is monitored by safety industry specialist Contractors Risk Management, Inc.



## Insurance Reference

Eastern States Insurance  
50 Prospect Street  
Waltham, MA 02453

Christopher Clark  
Account Executive  
781-642-9000

## Bonding Reference

Alliant Insurance Services, Inc.  
131 Oliver Street, 4th Floor  
Boston, MA 02110

Michael Cusack  
Managing Director  
617-217-2324

**We are bondable to a \$50,000,000 single project limit and \$150,000,000 aggregate**



## Bank Reference

Citizens Bank  
20 North Park Ave  
Plymouth, MA 02360

Christopher Hallee  
Sr. Vice President  
508-732-5443

# KEITH CONSTRUCTION TODAY

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## Continuity of Construction – Benefits of a Negotiated Bid General Contractor

As a general contractor engaged early in the process we understand that the information we provide during the design phase becomes the foundation for a successful project. Keith Construction takes great pride in ensuring that the budgets we help create are accurate and buildable.

We achieve continuity of construction through the product of understanding your needs, and the use of project control tools and ideas generated throughout the construction process. We focus on schedule, budget, procurement, field and project management to ensure projects finish on time and on budget.

Keith Construction provides numerous pre-construction services that include conceptual estimating, value design, green and energy efficient consultation, site plan review, scheduling, and final budget estimating.



### Value Design

A primary focus is on Value Design, a collaborative effort between owner, architect, and contractor focuses on maximizing value of design within budget constraints. The process is a pure cost-benefit analysis based on a series of qualitative and quantitative options rather than an “options pricing exercise” typical of value engineering. In options pricing you will always get less than you want at more than you want to spend.



### Scheduling

During construction, you can expect thorough review and updates to the master building schedule. This helps keep the entire team on the same page with regard to work progress and material availability.

### Sustainability – Built to Last

At Keith, we endeavor to understand the interrelationships different building components and systems have on the whole building. This is more than building green or using the most environmentally friendly products but helping to create the most value from construction through design collaboration, product availability and cost, and understanding owner needs. We can provide LEED documentation and support.



### Project Management

Experienced full-time superintendents and assistants manage all field activities, as work progress requires. This staffing ensures that daily operations, safety, and communication are maintained for a smooth construction process. Ultimately, the project manager is responsible for ensuring the timely delivery of the completed project on budget. The project manager understands that managing the client’s money responsibly is key to the success of the project.

Keith has the expertise and experience to help guide product selection through a whole building approach that includes value design and budgeting. This results in a more efficient, cost-effective building, with lower operating costs and significantly less impact on our surrounding environment. This understanding combined with responsibility for the workflow and schedule round out our project continuity process.



# THE KEITH TEAM

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## Executive Team

From the top down, we recognize what it takes to build out a project successfully. With over 100 years of construction leadership experience, this executive team helps drive a building program integrated with the client's goals and strategy.

### **John W. Keith      President and Partner**

John W. Keith has over 45 years' experience in the development and general contracting fields of construction. He has vast knowledge in dealing with state funding organizations and programs, Tax Credits, HUD, and other related organizations. This knowledge and his experience in not only being a successful developer but in dealing with some of the most successful developers in the region makes Mr. Keith a valuable and competent professional in any development or construction team. John W. Keith is also the founder of Keith Properties Inc., a property management company with over 1500 units under management.

### **Timothy E. Forde      Vice President and Partner**

Tim Forde is Vice President of all construction operations and Partner. Tim has over 35 years' experience in the construction industry. Tim was one of the key team members in Mr. Keith's Central Street Construction prior to partnering to create Keith Construction. Tim is the executive leader in charge of both project management and field operations for Keith Construction. He has the uncanny ability to quickly understand and help deal with any situation, whether simple or complex.

### **Vanessa Aguiar      Controller**

Vanessa started full-time with Keith Construction in 2013 as a Contract Administrator after working part-time at KCI during her final year of college. She graduated with a BS in Accounting and a minor in Legal Studies from Bryant University. Between her internship in construction accounting at a local accounting firm and her accounting experience as the Office Manager for a landscaping/demo company, Vanessa brings extensive experience in administration and project accounting to her current role.



# THE KEITH TEAM

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## **Preconstruction and Estimating Team**

In conjunction with the executive team our preconstruction and estimating division paves the way for a successful project. From site visits and conceptual estimates through final pricing and purchasing; our P&E team work directly with the clients, architects, and project managers to help define the scope and price the project at hand.

### **Carolyn M Sicard**

Carolyn brings to Keith Construction over 24 years of experience in estimating alongside 8 years of construction purchasing. She has worked on Public and Private work; including: New Construction, additions, renovations, gut rehabs and owner-occupied rehabs. Carolyn's role incorporates many facets including: creating long lasting subcontractor relationships, maintaining subcontractor coverage, properly scoping out subcontractor's proposals while managing a project's MBE/WBE participation and budget. Carolyn's parents instilled in her at a young age that having passion, resilience, commitment, motivation and communication will help her grow to become successful in her career and in life. Carolyn has been happily married for 16 years to a supportive husband and two beautiful daughters. Keith Construction is excited to welcome Carolyn to our team.

### **Samuel M Wat- Junior Estimator**

Samuel is a loyal, singularly focused, and driven team player with quantitative skills in building construction. He is learning estimating and how to price out projects from the ground up, including historical, new construction, and owner occupied rehabilitation. He loves speaking with the subcontractors and is aware the subcontractors are a crucial part to the business. Sam has a bachelor's degree in Construction Management at Wentworth Institute of Technology.

# THE KEITH TEAM

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## Assistant Project Management Team

The Assistant Project Managers work side by side with our Project Managers to ensure the project day to day operations are running smoothly. The tasks include project set up, project execution, project closeout, financial management and relationship management.

### Will Calder

After graduating with a BA from St. Lawrence University, Will entered the energy efficiency field, working alongside the Massachusetts energy utilities. It was through conducting over 1,800 field surveys, that Will found his passion for building. Will recently joined the Keith Team and is spending time in both the field and office honing his skills as a Super and APM. He currently holds an unrestricted construction supervisors license in the state of Massachusetts.

### David Patel

David has a BS in civil engineering and got his MBA from University of Illinois at Urbana-Champaign in 2016. He joined Keith Construction in 2019 and brings in 3 years of experience in project management and client interaction. Between his time in managing the projects and interacting with the different stakeholders, David has developed the ability to better understand the client's vision and the finished infrastructure that would surpass the client's expectations. This client-oriented mindset has allowed him to streamline the process of managing various aspects of the projects.

# THE KEITH TEAM

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## Project Management Team

The project manager is engaged from the beginning with estimating and value design to ensure the project is successful every step of the way. Once assigned to a project, that project manager becomes your main point of contact from conceptual estimating to delivery of maintenance manuals. This helps ensure continuity of construction.

### **Ruben Amaral**

Ruben holds a BS in Project Management from Wentworth Institute of Technology and went on to receive his MS in Construction Management from Northeastern University in 2015. Ruben has been with Keith Construction since 2015 and brings 10 years of experience in the construction industry, from both a building material supplier, subcontractor and general contractor's perspective. This experience has enabled him to better understand the entire project life cycle and become an integral part of the Project Management team.

### **Robert Bradley, AIA**

Bob is a graduate from Wentworth Institute of Technology and has been with Keith Construction since 1997, after having worked for 10 years as a registered architect. As an architect, he brings a unique perspective and insight to the role of project manager.

### **Daniel Carleton**

Dan has over 20 years experience and has worked on new construction, renovation, and re-use projects. Beyond construction knowledge, Dan's experience includes acting as owner's representative and working within the property management community. He also has extensive experience in interacting with numerous governmental agencies including HUD, MHFA, and MHIC. He has been with Keith Construction since 2006.

### **Christopher Chiurri, AIA**

Chris graduated from Wentworth Institute of Technology with a Bachelor's degree in architecture. With 10 years of experience as an Architect and previous experience as a Construction Project Manager and Site Supervisor, Chris has the diverse experience and skills needed for successful project management.

### **David Denaro**

Dave has been with Keith Construction since 1998, and in that time has worked on a variety of different projects. Dave has over 25 years of knowledge in the construction industry having built numerous new communities and completed countless occupied housing unit rehabilitations. This practical experience and knowledge makes him an invaluable addition to any construction team.

### **Timothy Forde, Jr.**

Earning a Business Management from Quinnipiac University and taking additional course work at Wentworth Institute of Technology in their Construction Management program, Tim spent years gaining academic knowledge to pair with his years of on-site construction field experience prior to joining our project management team. To date, Tim has overseen more than 60 million dollars of construction and takes pride in his work. He has been with Keith since 2011 and joined the Project Management team in 2014.

### **Wendell F. Orton II**

Having been with Keith Construction since the Company's founding in 1993, Wendell has played many critical roles for the construction team over the years. Wendell started as a superintendent and is currently a project manager. He handles many of the out of New England projects Keith manages and constructs. He has a degree in Construction Management from Wentworth Institute of Technology.

# THE KEITH TEAM

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## Superintendents

Like the project managers, Keith Construction superintendents are assigned for the duration of the project. Our superintendents are appointed based on their construction expertise to our projects. Each superintendent is supplemented with assistants who help complement the ongoing work, whether that is required expertise in site construction, general construction, or project closeout.

Superintendents are charged with the day-to-day operations of the site, construction activities, and are on-site 100% of the time. They become the main point of contact to your facilities team and clerk during the construction period. Keith superintendents have an average construction experience of over twenty years, with nearly half having tenure at Keith Construction of ten years. This career longevity and experience with the same company ensures that knowledge gained in doing our work is institutionalized while opportunities to advance the project are capitalized upon.

### **Hubert Caron**

Hubert joined Keith in 2006 and is a licensed construction supervisor in Massachusetts. With the capabilities to manage large quantities of workers on a daily basis, paired with his knowledge of the industry and communication skills, Hubert is a valued part of our team.

### **Robert Dufour**

Robbie has been with Keith since 2002. He has 22 years of construction experience, with specialties in site work, wood framing, and technical finishes. Robbie holds a construction supervisors license, and as an added safety competence, he is also certified in CPR.

### **Timothy Dumont**

Tim has been with Keith since 2001 and is licensed in Massachusetts. He has over forty years construction experience in all phases. He has been a licensed construction supervisor for 30+ years.

### **George Fourtzialas**

George has twenty-three years commercial superintendent experience, with sixteen years in the construction trades specializing in finish and structural carpentry, new home building, occupied rehabs, commercial tenant fit ups and nursing home rehabs. George is licensed in Massachusetts and has been with Keith since 2001 as a Superintendent.

### **Charles Kourafas**

Chuck has been with Keith Construction since the Central Street Construction days beginning in 1984. He is a licensed superintendent whose specialty is site work.

### **David Lazaro**

Dave has been with Keith since 1998 and holds a Massachusetts Unrestricted Construction Supervisor license. David graduated sixth in his class at New Bedford Vocational and started his construction career as a carpenter in 1992.

### **Don Mayer**

Don has been with Keith Construction since 2010. Don brings extensive construction knowledge and experience to Keith Construction, and holds an Unrestricted Construction Supervisor license in the state of Massachusetts.

### **Bill Plante**

Bill has over 20 years of experience in the construction industry and has held an Unrestricted Construction Supervisor's License for 9 of those years. He has experience in multiple areas including drafting, site work, and framing and occupied rehab in both commercial and residential spaces. Bill has been with Keith since June 2014.

**KEITH CONSTRUCTION PROJECTS COMPLETED UNDER 5 YEARS**

Project Name	City/Town	State	Ownership	Owner (C/O)	Owner Address	Architect	Architect Address	Project Type	Contract Amount	Completion Date	% Complete
Hilltop Apartments Phase One	Washington	DC	Eastern Avenue Reevaluation Limited Partnership	Winn Development Company Limited Partnership	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 1,704,038.83	12/15/2017	100%
Atlantic Terrace - Solar	Washington	DC	Winn Solar DC	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 86,857.00	9/17/2017	100%
Atlantic Terrace - Roof	Washington	DC	Atlantic Terrace Limited Partnership	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 249,000.00	9/29/2017	100%
Umass.Turi 2nd Floor	Lowell	MA	Boott II Commercial Tenant LLC	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Office Rehav	\$ 1,599,497.00	8/18/2017	100%
Winn 2nd Floor Office	Lowell	MA	Boott II Commercial Tenant LLC	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Office Rehav	\$ 669,473.00	8/18/2017	100%
Highland Glen Offices	Westwood	MA	BC Highland Glen LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Tenant Fit Out	\$ 98,456.00	8/15/2017	100%
Quincy Tower	Boston	MA	BC Quincy Tower, LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Rehabilitation	\$ 10,830,549.00	2/15/2018	100%
Mystic Valley Towers	Medford	MA	Mystic Place LP	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 8,342,344.00	7/5/2017	100%
Binnall House	Gardner	MA	Binnall House RHF Partners, LP & Gardner RHF Housing, LLC	Schochet	911 N. Studebaker Road, Long Beach, CA 90815	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 3,110,287.00	11/30/2017	100%
Berkshire Peak	Pittsfield	MA	BC Berkshire Peak LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	Dietz & Company Architects	17 Hampden Street, Springfield, MA 01103	Occupied Renovation	\$ 7,468,136.00	9/8/2017	100%
Palmer Green Estates	Palmer	MA	BC Palmer Green LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	Davis Square Architects	240 A Elm Street, Somerville, MA 02144	New Construction	\$ 8,039,882.00	5/24/2017	100%
NSAIL Schoolhouse Apartments	Waterbury	CT	School Housing Redevelopment Limited Partnership	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Rehabilitation	\$ 15,886,588.00	1/1/2018	100%
EPN Housing	Providence	RI	EPN Housing Partners, LP	Vitus Group	1700 7th Avenue, Suite 200, Seattle, WA 98101	DMS Design, LLC	100 Cummings Center, Suite 215C, Beverly, MA 01915	Occupied Rehabilitation	\$ 7,551,333.00	5/3/2017	100%
Springbrook Village	Kingston	NY	Kingston Limited Partnership	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 4,153,245.00	10/25/2016	100%
Waterview Apartments	South Boston	MA	Waterview Associates	Federal Management Co. Inc	536 Granite Street, Suite 300, Braintree, MA 02184	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 869,000.00	9/2/2016	100%
EB McNitt Apartments	New Brighton	PA	Winn Development	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 8,319,630.00	12/31/2016	100%
Four Freedoms	Philadelphia	PA	FFPM Housing Partners, LP	Vitus Group	1700 Seventh Avenue, Suite 2000, Seattle, WA 98101	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 9,226,289.00	12/21/2016	100%
Billings Forge Apartments	Hartford	CT	Billings Forge Preservation Associates LP	Preservation of Affordable Housing	40 Court Street, Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 10,014,065.00	6/2/2017	100%
Frost Homestead Apartments	Waterbury	CT	Caleb Waterbury Limited Partnership	The Caleb Foundation, Inc. as a sponsor of the Project & sole member of the general Partner	491 Humphrey Street, Swampscott, MA 01907	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 4,523,205.00	7/1/2016	100%
Island Creek Village North Phase II	Duxbury	MA	ICVN Age Restricted LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	New Construction	\$ 26,408,045.00	10/12/2017	100%
Mill Valley Estates	Amherst	MA	Mill Valley Estates Limited Partnership	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 11,894,311.00	1/1/2017	100%
Atlantic Gardens	Washington	DC	Atlantic Gardens Redevelopment LP	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 9,923,777.00	7/14/2017	100%
Atlantic Terrace	Washington	DC	Atlantic Terrace LP	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 15,838,068.00	8/18/2017	100%
Port Landing	Cambridge	MA	Port Landing Tenant LLC	Capstone Communities LLC	165 Armory Street, Cambridge, MA 02139	Prelwitz Chilinski Associates, Inc.	221 Hampshire Street, Cambridge, MA 02139	New Construction	\$ 6,211,190.00	10/31/2016	100%
Dalton Apartments	Pittsfield	MA	Pittsfield April Lane LLC	Rees-Larkin Development LLC		The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 6,010,000.00	12/1/2015	100%
Island Creek WWTF	Duxbury	MA	ICVN Age Restricted LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	New Construction	\$ 3,481,066.00	10/1/2016	100%
Island Creek Village North Phase I	Duxbury	MA	ICVN Age Unrestricted LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	New Construction	\$ 17,793,772.00	9/22/2016	100%



**KEITH CONSTRUCTION PROJECTS COMPLETED UNDER 5 YEARS**

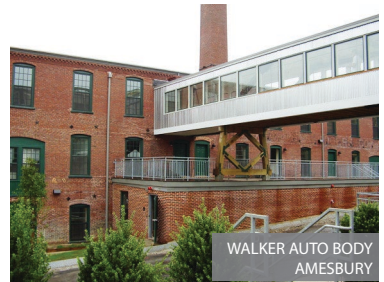
Project Name	City/Town	State	Ownership	Owner (C/O)	Owner Address	Architect	Architect Address	Project Type	Contract Amount	Completion Date	% Complete
River Mill Apartments	Grosvenordale	CT	North Grosvenordale Restoration LLC	Winn Development	6 Faneuil Hall Market Place, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 2,977,217.00	5/1/2016	100%
Douglas House Hamilton Wade	Brockton	MA	Brockton RHF Partners Limited Partnership	Schochet	911 N. Studebaker Road, Long Beach, CA 90815	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 6,496,363.00	12/1/2015	100%
Laurelwood Place Elderly Housing	Bridgeport	CT	Laurelwood Housing Associates LP	Wishrock Housing Partners & Investment Group	Three Canal Plaza, Portland, ME 04101	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 3,699,799.00	12/9/2015	100%
Whitinesville Cotton Mills	Whitinesville	MA	Schochet Whitinesville Associates	Schochet	17 Douglas Road, Whitinesville, MA 01588	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 402,337.00	5/1/2015	100%
Dorado Apartments	Yonkers	NY	Dorado Preservation Associates	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 12,969,878.00	6/1/2016	100%
St. Stephen's	Lynn	MA	St. Stephen's Preservation Limited Partnership	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	Bechtel Frank Erickson	1840 Massachusetts Avenue, Lexington, MA 02420	Occupied Renovation	\$ 10,116,538.00	11/9/2015	100%
Mandela Homes	Boston	MA	Mandela Preservation LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	Bechtel Frank Erickson	1840 Massachusetts Avenue, Lexington, MA 02420	Occupied Renovation	\$ 18,330,188.00	2/5/2016	100%
Park Tower	Philadelphia	PA	Park Preservation Limited Partnership	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	Wallace, Roberts & Todd, LLC	1700 Market Street, Suite 2800, Philadelphia, PA 19103	Occupied Renovation	\$ 5,943,236.00	12/1/2015	100%
Pequot Highlands	Salem	MA	Pequot II Limited Partnership	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Boiler Room Renovation	\$ 33,810.00	11/1/2014	100%
Malden Mills II	Lawrence	MA	MM Lawrence II Limited Partnership	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 14,606,800.00	8/1/2015	100%
North Village	Webster	MA	North Village Apartments Limited Partnership	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 5,259,500.00	7/1/2015	100%
School House Apartments	New Britain	CT	School Housing Partners, LP	Vitus Group	299 Broadway, Suite 1820, New York, NY 10007	Core Group Architects, LLP	123 South Street Oyster Bay, NY 11771	Occupied Renovation	\$ 8,664,144.00	12/9/2015	100%
Watertown Crossing Village	Waterbury	CT	Watertown Crossing Village Limited Partnership	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 6,366,535.00	5/1/2015	100%
Boott Cotton Mill West Phase 3	Lowell	MA	Bott Mill Developer LLC	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Rehab Office Space	\$ 1,213,025.00	7/1/2014	100%
Central Annex Apartments	Pittsfield	MA	Central Annex Preservation Associates Limited Partnership	POAH, Inc.	40 Court Street, Suite 700, Boston, MA 02108	Guzman Prufer, Inc.	Five Powderhouse Lane, Sherborn, MA 01770	Occupied Renovation	\$ 5,570,505.00	6/1/2015	100%
Livingston School Apts	Albany	NY	LV Apartments Limited Partnership	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 19,087,140.00	7/1/2015	100%
Torrington West Apartments	Torrington	CT	Torrington West Preservation Assoc LP	POAH, Inc.	40 Court Street, Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 2,822,486.00	8/1/2014	100%
Colonial Estates	Springfield	MA	BC Colonial Estates LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 28,740,197.00	9/1/2015	100%
Olympia Oaks	Amherst	MA	Olympia Amherst LP	HAP	322 Main Street, Springfield, MA 01105	Kuhn Riddle Assoc	28 Amity Street, Amherst, MA 01002	New Construction	\$ 8,755,971.00	9/1/2014	100%
Edmands House	Framingham	MA	BC Edmands House LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 10,656,830.00	8/1/2014	100%
Coolidge at Sudbury	Sudbury	MA	CCC Post Road Limited Partnership	Covenant Commonwealth Corporation	34 Washington Street, Brighton, MA 02135	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	New Construction	\$ 9,565,245.00	10/1/2014	100%
Essex Village	Kingston	RI	Essex Village RHF Partners, Limited Partnership	RHF	12 Fischer Drive, North Kingston, RI 02852	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 2,159,896.00	11/1/2013	100%
Kings Grant	Kingston	RI	Essex Village RHF Partners, Limited Partnership	RHF	12 Fischer Drive, North Kingston, RI 02852	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 2,532,621.00	11/1/2013	100%
Washington Park	Roxbury	MA	Washington Park Limited Partnership	Nuestra Comunidad Development Corp	56 Warren Street #200, Roxbury, MA 02119	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 11,772,780.00	7/1/2014	100%
Station Lofts	Brockton	MA	CC Station Lofts LLC	Capstone Communities LLC	165 Amory Street, Cambridge, MA 02139	Prellwitz, Chlinski Associates, Inc.	211 Hampshire Street, Cambridge, MA 02139	Mill Renovation	\$ 5,012,282.00	12/1/2013	100%
Venango House	Philadelphia	PA	2102 Venango Limited Partnership	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 5,733,788.00	9/1/2013	100%
Boott Mill	Lowell	MA	Boott Mill Developer LLC	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Mill Renovation	\$ 21,974,621.00	11/1/2013	100%

**KEITH CONSTRUCTION PROJECTS COMPLETED UNDER 5 YEARS**

Project Name	City/Town	State	Ownership	Owner (C/O)	Owner Address	Architect	Architect Address	Project Type	Contract Amount	Completion Date	% Complete
Conway Court	Roslindale	MA	Beacon Communities LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 1,191,070.00	1/1/2013	100%
Bayview Towers	Stamford	CT	Bayview Preservation Partners LP	POAH, Inc.	122 East 42nd Street, Ste 3605, New York, NY 10168	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 12,356,125.00	4/1/2014	100%
Jaclen Towers	Beverly	MA	Beacon Communities LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 5,834,541.00	1/1/2013	100%
Summerhill Glen	Maynard	MA	Beacon Communities LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 5,146,054.00	1/1/2013	100%
Wilkins Glen	Medfield	MA	Beacon Communities LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Occupied Renovation	\$ 4,028,777.00	1/1/2013	100%
Ames Shovel Works	North Easton	MA	BC Shovel Works LLC/Shovel Works Two LLC	Beacon Communities LLC	Two Center Plaza - Suite 700, Boston, MA 02108	Prellwitz/Chilinski Associates Inc.	221 Hampshire Street, Cambridge, MA 02139	Mill Renovation	\$ 27,929,675.00	3/1/2014	100%
Wiggins Village	Providence	RI	Providence BSE	Winn Development	207 Cranston St., East Providence, RI 02904	Finegold, Alexander and Assoc.	77 N Washington St #7 Boston, MA 02114	Occupied Renovation	\$ 8,014,271.00	1/1/2013	100%
Cliftex Lofts	New Bedford	MA	Cliftex Lofts LLC	Winn Development	Six Faneuil Hall Marketplace, Boston, MA 02109	The Architectural Team, Inc	50 Commandants Way at Admiral's Hill, Chelsea, MA 02150	Mill Renovation	\$ 19,356,830.00	4/1/2013	100%

**\$ 515,623,178.83**

# STATE AND FEDERAL HISTORIC REHABILITATION TAX CREDITS



Epsilon's team of Historic Preservation Specialists provides clients with the insight and guidance needed to secure project approvals from State Historic Preservation Offices and the National Park Service. We work closely with project proponents and team members including architects, engineers and designers to ensure compliance with the Secretary of the Interior Standards for Rehabilitation. We maintain excellent working relationships with the staff of the National Park Service and New England State Historic Preservation Offices. Epsilon's historic preservation staff has a unique understanding of program requirements, proponent needs, and agency expectations due to their prior employment with both state agencies and consulting firms.

For further information about Epsilon's historic tax credit consulting services please call:

- Douglas Kelleher**, Principal - 978.461.6259
- Brian Lever**, Associate - 978.461.6261
- Geoff Melhuish**, Senior Consultant - 978.461.6224
- Brielly Allen**, Preservation Planner - 978.461.6209
- Erin Doherty**, Preservation Planner - 978.461.6279

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# Douglas J. Kelleher

## Principal / Historic Preservation Specialist

### EDUCATION

Certificate, "Development Permitting in Boston," Massachusetts Continuing Legal Education

Certificate, "Green Strategies for Historic Buildings," National Preservation Institute (NPI)

Certificate "Sec. of the Interior's Standards for the Rehabilitation of Historic Properties," NPI

Certificate "Issues in Federal Cultural Resource Compliance," NPI, Alexandria, VA

B.S., Historic Preservation Planning, Roger Williams College

London Preservation Studies Program, Roger Williams College

### PROFESSIONAL MEMBERSHIPS

Board of Directors, Preservation

Massachusetts

Salem Historical Commission, past member

National Trust for Historic Preservation

Essex National Heritage Commission

Boston Preservation Alliance

Historic New England

Historic Salem, Inc.

Boston Athenaeum

Historic Boston, Inc.

Society of Architectural Historians

Mr. Kelleher has more than 27 years of professional experience in historic preservation planning, cultural resource management, historic tax credits and architectural design review. At Epsilon, Mr. Kelleher is a Principal of the firm and Manages Epsilon's team of highly respected Historic Preservation professionals. He assists clients with strategic consulting for compliance with local, state, and federal historic preservation regulations. Mr. Kelleher provides assistance to clients in meeting regulatory requirements through consultation with state and federal agencies and the preparation of environmental impact assessments and documentation, and Chapter 254, Section 106, and Section 4(f) evaluations.

Mr. Kelleher has an expertise in state and federal historic rehabilitation tax credits. He provides guidance to developers and architects on the appropriate adaptive reuse and redevelopment of historic buildings in order to comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties. His background meets the Secretary of the Interior's Qualifications as a Historic Preservation Consultant.

Prior to joining Epsilon in 2005, Mr. Kelleher was a Senior Preservation Planner with a large engineering consulting firm where he was responsible for establishing a cultural resources compliance practice. Mr. Kelleher's background also includes nearly six years as a Preservation Planner with the Massachusetts Historical Commission.

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**PROFESSIONAL EXPERIENCE*****Select list of State and Federal Historic Tax Credit Projects***

- ◆ *Central Grammar Apartments, Gloucester, MA.* Project Manager for the preparation of State and Federal Historic Tax Credit Applications for the substantial rehabilitation of an 1889 / 1922 former grammar school building for 80 units of the affordable elderly housing. The project included masonry repairs, mechanical system upgrades and the installation of historically appropriate replacement windows.
- ◆ *Chapin School, Chicopee, MA.* Project Manager for the preparation of State and Federal Historic Tax Credit Applications and a National Register of Historic Places nomination for the late 19<sup>th</sup> / early 20<sup>th</sup> century Chapin School as part of its conversion to housing for formerly homeless veterans.
- ◆ *Bowdoin Manor, Beacon Hill, Boston, MA.* Project Manager for the preparation of State and Federal Historic Tax Credit Applications for the rehabilitation of two early 20<sup>th</sup> century masonry buildings located on Boston's Beacon Hill for use as 120 single room occupancy residences. Responsibilities also included preparing an MHC Project Notification Form and securing design review approvals from the Beacon Hill Architectural Commission.
- ◆ *Jewett Piano Case Factory, Leominster, MA.* Project Manager responsible for overseeing the preparation of State and Federal Historic Rehabilitation Tax Credit Applications for the conversion of a vacant, late 19<sup>th</sup> century, wood frame, piano case factory building to 41 units of affordable elderly housing.
- ◆ *J.P. Friend & Company Box Factory, Beverly, MA.* Project Manager for the preparation of State and Federal Historic Rehabilitation Tax Credit Applications for an 1896 brick, former box factory converted to single room occupancy residential units for formerly homeless veterans.
- ◆ *Parkhill Mill, Fitchburg, MA.* Prepared necessary research and historic documentation to obtain a determination of National Register eligibility from the Massachusetts Historical Commission and the National Park Service in order for the late 19<sup>th</sup> century textile mill undergoing conversion to affordable elderly housing to qualify for state and federal historic rehabilitation tax credits.
- ◆ *New Home Sewing Machine Company, Orange, MA.* Project Manager for the preparation of State and Federal Historic Rehabilitation Tax Credit Applications for the conversion of late 19<sup>th</sup> century industrial buildings to 60 units of new affordable elderly housing.
- ◆ *Livingston School, Albany, NY.* Project Manager responsible for overseeing the preparation of State and Federal Historic Rehabilitation Tax Credit Applications for the conversion of a former 1932 school to 103 units of affordable housing.



## Brian Lever

### Associate

#### EDUCATION

M.L.A., Anthropology/Archaeology,  
Harvard University

M.A., American History, University of  
Connecticut

B.A., History, University of  
Massachusetts, Amherst

B.A., Archaeology, University of  
Massachusetts, Amherst

#### PROFESSIONAL MEMBERSHIPS

Association for Preservation  
Technology

Society of Architectural Historians

Boston Preservation Alliance

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.

Mr. Lever's prior experience also includes working 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 has also executed special history studies.

In addition, Mr. Lever background includes working as an archaeologist and park ranger for the National Park Service. He gave public presentations and led educational programs for school children and 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 Dept. of Transportation Act, and NEPA.

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**PROFESSIONAL EXPERIENCE*****Select State and Federal Historic Rehabilitation Tax Credit Projects***

- ◆ *Abby's House, Worcester, MA.* This project involved the rehabilitation of an existing single room occupancy housing complex to provide necessary upgrades. Mr. Lever prepared state and federal rehabilitation certification applications, demolition review application for the City of Worcester and the National Register of Historic Places eligibility opinion for the building.
- ◆ *Central Annex, Pittsfield, MA.* This project involved the rehabilitation of existing affordable housing units within a historic 1896 school. Mr. Lever assisted in drafting the state and federal historic tax credit applications for the project..
- ◆ *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 prepared the state and federal rehabilitation certification applications for the three projects.
- ◆ *Tribune Apartments, Framingham, MA.* This project involved the rehabilitation of existing affordable housing units within a 1904 commercial building in downtown Framingham. Mr. Lever prepared the state rehabilitation certification application.
- ◆ *Library Commons, Holyoke, MA.* This project involved the rehabilitation of two late 19th century apartment buildings and an early 20<sup>th</sup> century dormitory creating new affordable housing units as well as the rehabilitation of an existing early 20<sup>th</sup> century apartment building. Mr. Lever drafted the state and federal rehabilitation certification applications as well as two National Register nominations and four MHC Project Notification Forms.
- ◆ *Wellington Apartments, Worcester, MA.* This project involved the completion of state and federal rehabilitation certification applications for 10 separate buildings used for affordable housing as well as an MHC Area Form seeking a National Register eligibility determination. Mr. Lever prepared the state and federal rehabilitation certification applications for the 10 buildings.
- ◆ *Central Building, Worcester, MA.* This project involved the rehabilitation and conversion of an early 20th century commercial office building in downtown Worcester into a mix-use building including affordable housing. Mr. Lever prepared the state and federal rehabilitation certification applications for the project.

# Geoffrey Melhuish

## Senior Consultant

### EDUCATION

Certificate, "Preservation Leadership Training,"  
National Trust for Historic Preservation

Certificate, "Traditional Historic Mortar  
Restoration," Campbell Center for Historic  
Preservation Studies

Certificate, "Microscopy for Paint Pigment  
Identification for the Art and Architectural  
Conservator," Campbell Center for Historic  
Preservation Studies

B.S., Historic Preservation Planning, Roger  
Williams University

Wroxton College Preservation Studies Program,  
Roger Williams University

### PROFESSIONAL MEMBERSHIPS

Association for Preservation Technology

National Trust for Historic Preservation

Preservation Mass

Bayside Community Development Corporation,  
past board member

Greater Portland Landmarks, past President

Preservation Worcester

Mr. Melhuish has more than 22 years of professional experience in architectural conservation, historic preservation planning, cultural resource management and project management. He assists private and public clients with strategic consulting for compliance with local, state, and federal historic preservation regulations. Mr. Melhuish assists clients in meeting regulatory requirements through consultation with state and federal agencies and the preparation of environmental impact assessments and documentation, and Chapter 254, Section 106, and Section 4(f) evaluations.

Mr. Melhuish has extensive experience in implementing Section 106 of the National Historic Preservation Act, Chapter 254 of Massachusetts General Laws, and related local, state, and federal environmental laws, regulations, and guidelines affecting historic resources, including Massachusetts Environmental Policy Act (MEPA) and Maine Land Use Regulation Commission (LURC). He has established working relationships with municipal, state and federal agencies, the development community, architectural and planning firms, and private organizations involved in cultural resource management.

Mr. Melhuish has an expertise in adaptive reuse and the rehabilitation of National Register listed properties and other culturally significant buildings in a broad range of market sectors, including residential, commercial, civic, religious, and education. He provides guidance to developers and architects on the appropriate adaptive reuse and redevelopment of historic buildings in order to comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties. His professional experience meets the Secretary of the Interior's Qualifications as a Historic Preservation Consultant.

Prior to joining Epsilon, Mr. Melhuish worked at an architecture and historic preservation firm in Portland, Maine where he led numerous historic restoration and historic rehabilitation projects as well as many historic resource surveys and preservation planning projects. His previous experience also includes numerous years as an Historic Preservation Specialist with a cultural resource management firm working on projects for the Dept. of Defense throughout the Eastern United States, Puerto Rico and Iceland.

**PROFESSIONAL EXPERIENCE*****Select list of State and Federal Historic Rehabilitation Tax Credit Projects***

◆ *Anglim Building, 93 Centre Street, Brockton MA.* This project involves the rehabilitation of a 1906 Renaissance Revival commercial block in downtown Brockton into 53 residential units. Mr. Melhuish assisted in the preparation of the Part 1 and Part 2 state and federal historic rehabilitation tax credit applications for the project.

◆ *47 Pleasant Street, Brockton MA.* This project includes the rehabilitation of a 1923 industrial building in downtown Brockton constructed for the New England Telephone and Telegraph Company. Mr. Melhuish completed the MHC Building Form (Form B), the Part 1 and Part 2 state and federal historic rehabilitation tax credit applications and National Register nomination for the building.

◆ *Bancroft and Dixwell Apartment Blocks, Boston MA.* This project includes the rehabilitation of two clusters of late 19<sup>th</sup> and early 20<sup>th</sup> century multi-unit apartment blocks for commercial and residential use. Mr. Melhuish assisted in the completion of MHC Area Forms (Form A) and Building Forms (Form B) as well as the Part 1 state historic rehabilitation application to obtain a determination of National Register eligibility from the MHC in order to qualify for State Historic Rehabilitation Tax Credits.

◆ *St. James Commons, Springfield, MA.* This project involved the rehabilitation of two early 20<sup>th</sup> century apartment blocks creating new affordable housing units. Mr. Melhuish prepared National Register of Historic Places nominations for the properties.

◆ *Dudley Terrace, Boston (Dorchester), MA.* This project involves the rehabilitation of four late 19<sup>th</sup> and early 20<sup>th</sup> century multi-unit apartment buildings with 100% of the units affordable. Mr. Melhuish completed the MHC Area Forms (Form A) and Building Forms (Form B) as well as Part 1 State and Federal Historic Tax Credit applications to obtain determinations of National Register eligibility from the MHC and NPS.

◆ *George S. Clough House, Worcester, MA.* This project involved the rehabilitation of a late 19<sup>th</sup> century apartment building as 18 single room occupancy units. Mr. Melhuish prepared final certifications and secured project approvals from the MHC and the NPS.

# Brielly Allen

## Project Preservation Planner

### EDUCATION

B.S. Historic Preservation, Roger Williams University

### PROFESSIONAL REGISTRATION

Certificate, "Section 106 Essentials,"  
Advisory Council on Historic Preservation  
2016

### PROFESSIONAL MEMBERSHIPS

National Trust for Historic Preservation

Preservation Massachusetts

Historic New England

Ms. Allen has more than 10 years of professional experience in cultural resource management and historic preservation planning. She has served as a planner for projects involving environmental review and historic preservation. Ms. Allen has experience in state and federal historic rehabilitation tax credit applications. She has worked with environmental law, regulations, and guidelines affecting resources at the local, state, and federal levels.

Ms. Allen has prepared state and federal historic tax credit applications for projects throughout the Northeast. She also has extensive experience in documenting historic properties for inclusion in the Massachusetts Historical Commission's *Inventory of Historic and Archaeological Assets of the Commonwealth* and has prepared National Register of Historic Places nominations for both individual properties and historic districts.



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**PROFESSIONAL EXPERIENCE*****Select State and Federal Historic Rehabilitation Tax Credit Projects***

- ◆ *South End Apartment Buildings, Boston MA.* This project included the rehabilitation of 28 apartment buildings throughout the South End. Prior to joining Epsilon, Ms. Allen prepared the state and federal historic rehabilitation tax credit applications for each of the buildings.
- ◆ *Wilshire Apartments, Roxbury MA.* This project included the rehabilitation of the 1929 apartment block for continued affordable housing units. Ms. Allen assisted in the completion of the state and federal historic rehabilitation applications for the project.
- ◆ *Wellington Apartments, Worcester MA.* This project included the rehabilitation of 10 apartment buildings for continued affordable housing. Ms. Allen assisted in the preparation of the state and federal historic rehabilitation applications for the projects.
- ◆ *Central Annex, Pittsfield, MA.* This project included the rehabilitation of existing affordable housing units within a historic 1896 school. Ms. Allen completed photograph documentation and Part 3 state and federal historic rehabilitation applications.
- ◆ *Old Middletown High School, Middletown, CT.* This project included the rehabilitation of existing affordable housing units within a historic 1894 school. Ms. Allen completed photograph documentation and Connecticut Historic Rehabilitation Tax Credit Part 4 Application.
- ◆ *Union Court, Pittsfield, MA.* This project included the rehabilitation of existing affordable housing units in a 1905 commercial building. Ms. Allen completed photograph documentation and Part 3 state and federal historic rehabilitation applications.
- ◆ *Julia Bancroft School, Auburn, MA.* This project included the rehabilitation of a 1927 school for affordable senior housing. Ms. Allen completed photograph documentation, the MHC Building Form (Form B) and the Part 1 state and federal historic rehabilitation applications.
- ◆ *Mary D. Stone School, Auburn, MA.* This project included the rehabilitation of a 1928 school for affordable senior housing. Ms. Allen completed photograph documentation, the MHC Building Form (Form B) and the Part 1 state and federal historic rehabilitation applications.

# Erin Doherty

## Preservation Planner

### EDUCATION

M.A., Historic Preservation, Boston University

B.A., Russian and French, Wellesley College

### PROFESSIONAL MEMBERSHIPS

Boston Preservation Alliance

Boston Preservation Alliance Young Advisors

Preservation Massachusetts

Roslindale Village Main Street

Vernacular Architecture Forum

Ms. Doherty has more than 7 years of professional experience in cultural resource management and historic preservation planning. Having spent much of her career in the public sector, she has an intimate familiarity with environmental laws, regulations, and guidelines affecting historic resources at the local, state, and federal levels. Ms. Doherty has extensive experience in state and federal historic rehabilitation tax credit applications.

Prior to joining Epsilon, Erin worked at the Massachusetts Historical Commission (MHC) for 3 ½ years, where her primary responsibility was the review and approval of state and federal historic tax credit applications. In that role, Erin was responsible for assessing the historic significance of properties under National Register criteria and reviewing project compliance with Secretary of the Interior's Standards for Rehabilitation. Erin guided hundreds of projects from across Massachusetts through the MHC and National Park Service review processes. She was responsible for reviewing a wide range of historic resources, from vacant municipal and school buildings, to large industrial properties, to multi-family affordable housing complexes. During her time at MHC, Erin completed specialized training in the federal historic tax credit program with the National Park Service. Erin previously worked at the Massachusetts Historical Commission in the Preservation Planning Division, where she assisted in the administration of the Survey and Planning Grant program and in the digitization of the Commonwealth's inventory of historic and archaeological resources.

During her time at the City of Boston as a Preservation Planner for the Boston Landmarks Commission, Ms. Doherty oversaw the administration of the City's Beacon Hill, Fort Point Channel, and Aberdeen local historic districts. In this role, she reviewed the design and construction phases of projects across three architecturally diverse districts in the City of Boston. Erin regularly provided technical assistance to homeowners, other City departments, and developers, and managed public hearings. Erin also reviewed and provided letters of support for all state historic rehabilitation tax credit applications for buildings within these three historic districts.

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## PROFESSIONAL EXPERIENCE

### ***State and Federal Historic Rehabilitation Tax Credits***

◆ *Isaac Moody Grocery Store, 289 Central Street, Lowell, MA.* Erin prepared the state and federal Part 1 and Part 2 applications for historic rehabilitation tax credits for the residential conversion of this ca. 1830 commercial building. The building is located within the Lowell National Historical Park.

◆ *St. Joseph Roman Catholic Church Rectory, 131 Lafayette Street, Salem, MA.* Erin prepared the state and federal Part 1 and 2 applications for historic rehabilitation tax credits for the residential conversion of this former Rectory. Formerly a part of the St. Joseph's Church complex, the building had sustained years of vacancy after the suppression of the parish. The rehabilitation of the building will provide 13 units of housing.

◆ *St. Joseph Roman Catholic Church School, 20 Harbor Street, Salem, MA.* Erin prepared the state and federal Part 1 and 2 applications for historic rehabilitation tax credits for the residential conversion of this former Catholic school following years of vacancy. The rehabilitation of the building will provide 21 units of housing.

◆ *Prescott Building, 41 Summer Street, Leominster, MA.* Erin prepared the state and federal Part 1 and 2 applications for historic rehabilitation tax credits for the rehabilitation of the ca.1840 property. The rehabilitation will provide 21 micro-units of rental housing.

Prior to joining Epsilon, Erin worked at the Massachusetts Historical Commission and reviewed hundreds of historic tax credit projects across the Commonwealth. These projects include:

◆ *Camden Development and Lenox Street Apartments, Boston, MA.* Rehabilitation of mid-20<sup>th</sup> century public housing complexes for continued affordable housing use.

◆ *American Optical Company Complex, Southbridge, MA.* Residential conversion of 19<sup>th</sup> century brick mill buildings and rehabilitation of early 20<sup>th</sup> century power plant into market rate and affordable housing units.

◆ *Worcester County Courthouse, Worcester, MA.* Residential conversion of the former 19<sup>th</sup> century courthouse and mid-20<sup>th</sup> century addition into market rate and affordable housing units.



#### **Low-income housing tax credits (“LIHTCs”)**

Nixon Peabody is among the nation’s foremost legal authorities in transactions involving the federal low-income housing tax credit (LIHTC). The firm’s attorneys helped shape the legislation that created the LIHTC program, and the team has contributed to the creation and implementation of every major federal housing program in the last 40 years. The group’s knowledge of the transactional, regulatory, and legislative history of the LIHTC program helps to solve common and uncommon problems associated with it. The firm has more attorneys with experience in LIHTC issues than any other law firm in the nation.

#### **Historic rehabilitation tax credits (HTC)**

Mixed-use-friendly, “smart growth”-oriented, inherently green, and in sync with the preferences of today’s tenants, HTCs are a key driver of downtown real estate investment and community revitalization. Nixon Peabody’s attorneys regularly represent investors and developers to structure, negotiate, document, and close transactions involving HTCs. In some instances, we have combined HTCs with low-income housing tax credits (LIHTCs), federal new markets tax credits (NMTCs), and a variety of state tax credits. Nixon Peabody has closed hundreds of HTC tax equity investments nationwide, including over 120 transactions since the IRS issued Revenue Procedure 2014-12.

#### **HUD and mixed finance experts**

We provide statutory, regulatory, and, perhaps most importantly, practical advice in preparation of materials needed to obtain HUD approval of demolition, disposition, RAD conversion, and other HUD approvals necessary to the success of a project. We have broad experience in working with HUD’s Special Application Center (SAC) and local HUD office staff, as well as with HUD Headquarters staff who are in charge of these programs. Our team has some of the most extensive experience in mixed-finance in the country. Our team’s experience representing housing authorities, developers, lenders, and syndicators with the HOPE VI and Choice Neighborhoods programs allows us to bring significant legal resources and business acumen to bear on whatever issues arise in structuring a public housing revitalization project.

#### **General real estate**

The Affordable Housing team also has the ability to draw on the firm’s strong real estate attorneys to handle a variety of work. In conjunction with development projects, our real estate attorneys routinely handle a variety of general real estate tasks, including:

- Negotiating real estate documents to ensure the best financial position with respect to other transaction participants
- Negotiating and reviewing various agreements, such as regulatory and operating agreements, restrictive covenants, management agreements, joint venture agreements, and partnership agreements
- Reviewing and negotiating the terms of ground leases
- Advising on real estate tax issues
- Advising on regulatory, statutory, and other legal issues and handling other related real estate work as needed

#### **Real estate finance**

We represent both borrowers and lenders in loans secured by all types of commercial real estate. Our national practice encompasses all forms of secured debt including bridge, acquisition, construction, and permanent financing secured by fixed and floating rate mortgages, mezzanine debt, and fee and leasehold mortgages.



## Nixon Peabody Team Biographies





## CONTACT

Paul E. Bouton  
Partner

**Boston**  
Exchange Place  
53 State Street  
Boston, MA 02109-2835  
Phone: 617-345-1240

Fax: 866-947-1841  
pbouton@nixonpeabody.com

## SERVICES

Real Estate

Real Estate & Community  
Development

Affordable Housing

Community Development  
Finance

## EDUCATION

Boston College Law School,  
J.D.

University of Connecticut,  
M.B.A.

University of  
Massachusetts, B.B.A.

## ADMISSIONS

Massachusetts

## PAUL E. BOUTON

Paul Bouton is a partner in Nixon Peabody's Affordable Housing group. He represents affordable housing developers in the development and preservation of affordable housing, primarily in Massachusetts.

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### What do you focus on?

I focus my practice on all aspects of affordable housing finance and development. I have represented owners and developers in the production and preservation of tens of thousands of affordable housing apartment units.

As part of my work in affordable housing finance, I have gained significant experience in structuring and documenting partnership arrangements between developers, owners, investors and others involved in affordable housing development.

I have developed legislative experience as well, as I helped write and implement two Massachusetts state laws relating to affordable housing preservation and development, specifically the Massachusetts state low-income housing tax credit program and the Massachusetts affordable housing preservation law (40T).

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### What do you see on the horizon?

The scarcity of resources to develop and preserve affordable housing will continue to be an issue. In order to compete for these resources, clients must put together an excellent project team and demonstrate that the proposed projects are well conceived and ready to proceed.

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## Representative Experience

- Several owners/developers in the acquisition, financing and rehabilitation of a number of existing multifamily affordable housing developments.
- The owner in the acquisition and financing of a historic building and conversion into affordable housing. The financing included federal and state low-income housing and historic tax credits.
- An owner in the acquisition and financing of a scattered site affordable housing development in Boston, acquired in a Bankruptcy Court Section 363 sale.
- The owner in the refinancing of a 508-unit luxury apartment complex in Boston.
- An owner in the recapitalization of a 967-unit affordable apartment complex in Hyde Park, Massachusetts.
- A developer in the financing of a 100-unit 40R development in Lakeville, Massachusetts.
- A purchaser in the acquisition and development of property in Danvers and Peabody, Massachusetts, which was the subject of significant environmental contamination.
- A joint venture between Edward Fish and Arthur Winn in connection with the redevelopment of Mission Main, a public housing development in Boston, Massachusetts.



## CONTACT

Ruth H. Silman  
Partner  
Office Managing Partner,  
Boston

### **Boston**

Exchange Place  
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rsilman@nixonpeabody.com

## SERVICES

Environmental  
Energy  
Real Estate  
Real Estate & Community  
Development  
Climate Change  
Environmental Permitting  
& Compliance  
Siting & Permitting  
Energy Project Permitting  
Renewable Energy  
Brownfields  
Redevelopment  
Energy Regulation  
Food, Beverage &  
Agriculture

## EDUCATION

Boston University School of  
Law, J.D.  
Cornell University, B.A.

## RUTH H. SILMAN

Ruth Silman concentrates her practice on complex land use, environmental and energy matters. She leads Nixon Peabody's Climate Change team, an interdisciplinary group of lawyers and environmental specialists focused on meeting the challenges and seizing the opportunities emerging from legislative, regulatory and judicial actions related to climate change. Ruth is also the Managing Partner of the Boston Office.

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### What do you focus on?

I love the depth and breadth of my practice because there is always a new issue or development.

#### **Siting and Permitting**

I work with clients to obtain zoning, land use and environmental permits and approvals for their projects. My clients include real estate developers, renewable energy developers, manufacturers, business owners, investors, private landowners and municipalities.

#### **Regulatory Compliance**

I help clients navigate through environmental and energy regulations to comply with existing rules, prepare for future provisions and understand evolving issues. One of my specialties is the Clean Air Act; currently, I am working with a number of manufacturing clients facing permitting and enforcement matters.

#### **Climate Change and Sustainability**

I represent companies who are impacted by climate change and climate change policy. We collaborate on how to face the new realities posed by climate change, as well as how to implement sustainable practices to prevent further impacts to the environment. I am working with a large



## ADMISSIONS

Massachusetts

Rhode Island

U.S. District Court, District  
of Massachusetts

beverage client on reducing water impacts and water conservation measures.

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## What do you see on the horizon?

I see the need to address environmental, energy and sustainability issues in a holistic fashion to help my clients implement processes that work for their growing businesses.

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## Recognition

Ruth has been selected by her peers for inclusion in *The Best Lawyers in America*© 2019 in the field of Environmental Law. She has been listed in *Best Lawyers in America* since 2011.

Ruth has also been recognized for exceptional standing in the legal community in *Chambers USA: America's Leading Lawyers for Business 2018* for Environment (Massachusetts). She has also been recognized in *Chambers USA* in previous years.

Ruth was nominated by her peers as a leading practitioner in *The International Who's Who of Environmental Lawyers 2013*.

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## Affiliations

Ruth is a member of the Boston Bar Association (former co-chair of the Environmental Law Section), the Environmental Business Council of New England (board member and chairman of the Climate Change and Air Quality Committee), the Air and Waste Management Association (former board member of New England Section), the Real Estate Bar Association, and the American Bar Association (Environment and Natural Resources Section). In her community of Harvard, Massachusetts, Ruth serves on the Board of the Virginia Thurston Healing Garden which provides integrative therapies to cancer patients and their families.



## CONTACT

John H. Cornell, III  
Partner

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Phone: 617-345-1127

Fax: 866-947-1691  
jcornell@nixonpeabody.com

## SERVICES

Real Estate & Community  
Development  
Community Development  
Finance  
Cannabis

## EDUCATION

Boston College Law School,  
J.D., *magna cum laude*  
Boston College, A.B., *magna  
cum laude*

## ADMISSIONS

Massachusetts

## JOHN H. CORNELL, III

John Cornell represents investors, syndicators, developers and lenders in transactions involving federal and state tax credits and other incentives.

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### What do you focus on?

Currently, my practice focuses on the three main areas below. I'm passionate about tax credit investing and am a frequent speaker at industry conferences.

#### **Fund formation, finance and administration**

I focus in fund formation and securities law for clients in the tax credit area. Most recently my team successfully completed a \$150,000,000 institutional tax equity fund for a national sponsor of low-income housing tax credit investments. I represent many fund sponsors in negotiating warehouse and bridge credit facilities, in secondary market transactions and in general corporate matters. I took a leading role in developing the industry's position on the Dodd-Frank financial reforms.

#### **Historic rehabilitation**

I have extensive experience in transactions involving the historic rehabilitation tax credit. My team recently represented a bank investor in the rehabilitation of a historic mill building in Buffalo, New York, which is being converted to 87 loft-style apartments. We are also representing a national hotel chain in the historic rehabilitation of a 21-story office building in Philadelphia, Pennsylvania, which is being converted to a 150-room full-service hotel. Many of my HTC deals are combined with new markets tax credits and state tax credits.

#### **Renewable energy**

I also focus on representing developers and investors in renewable energy transactions. Our team successfully represented a developer in a series of utility scale solar PV installations sited on capped landfills just



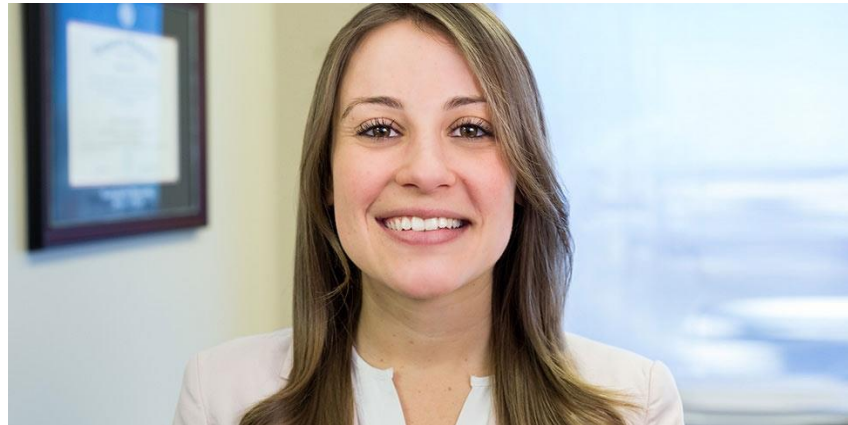


recently. I am also working on an innovative clean energy fund family for solar and fuel cell investments.

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### **What do you see on the horizon?**

We have been following tax reform initiatives as well as the new IRS guidance on historic rehabilitation tax credit transactions. We are developing strategies to help clients deal with the new guidance and I will be co-chairing an industry conference to explore these issues.



## CONTACT

Julie Hancock Stande  
Associate

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Phone: 617-345-6045  
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jstande@nixonpeabody.com

## SERVICES

Real Estate Transactions &  
Development  
Health Care  
Real Estate  
Seniors Housing & Care  
Real Estate & Community  
Development  
Affordable Housing

## EDUCATION

Northeastern University  
School of Law, J.D.  
University of Connecticut,  
B.A., *cum laude*

## ADMISSIONS

Massachusetts

## JULIE HANCOCK STANDE

Julie Hancock Stande represents developers, landowners and investors in all aspects of commercial real estate transactions.

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### What do you focus on?

#### **Multifamily Housing**

I assist owners and developers on several aspects of the acquisition and disposition of multifamily properties, including developments financed with low-income housing tax credits and historic tax credits. I recently assisted a client in refinancing a 570-unit multi-phase affordable housing development in Brockton, Massachusetts. Additionally, in the multifamily sector, I work on dispositions for a top asset manager for institutional investors, selling its investments in affordable housing communities financed with low-income housing tax credits, and negotiate purchase and sale agreements for the sale of the limited partner interests.

#### **Seniors Housing and Care**

I have assisted institutional investors with their investments in assisted living and skilled nursing properties and portfolios and have also represented developers and owners in acquiring, selling, and master leasing assisted living and skilled nursing developments. I recently worked on a transaction representing an institutional owner in a large multi-state workout of a master-leased portfolio of skilled nursing facilities.

#### **General Real Estate**

I work with clients on various other general real estate matters, including purchase and sale agreements, real estate joint ventures, title and survey review and zoning matters.



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### What do you see on the horizon?

The Commonwealth of Massachusetts has a continuing need for more affordable housing. The Massachusetts governor has committed to producing more multifamily housing units by 2020. I look forward to working with the developers on these important projects.

# TRINITY MANAGEMENT

**TMLLC designated  
a Specialist in Housing  
Credit Management  
Company, 2013.**

**MassHousing, ,  
Multi-Million Dollar  
MBE and Million Dollar  
WBE 2013, 2014, 2015,  
2016, 2017.**

**Vanguard Award,  
2015, Glenark Mills/Oaks**

**Vanguard Award,  
2016, Bristol Commons,  
Lenox Green.**

**Community of  
Quality designations,  
2013-2014, Lucerne  
Gardens, Maverick Landing,  
New Orchard Hills, Trinity  
Terrace, Quinpiac Terrace.**

**Community of  
Quality designations,  
2015, Washington Beech  
Appleton Mills, The  
Blakeley, Newport Heights.**

**Community of  
Quality designations,  
2016, Forest Hills ,  
Countryside Village, The  
Rowe, Franklin Hill.**

**Exemplary Family  
Development award,  
2016, Washington Beech.**

**Top 100 Affordable  
Property Management  
Company, 2015, 2016,  
2017, 2018**

**Partner, U.S. Dept.  
of Energy, Better  
Buildings Challenge,  
2014**

**Trinity Management, LLC's (TMLLC) mission is to meet the programmatic and financial goals of our owners by providing exceptional, customer-focused property management services. Our goal is to aid in the revitalization of communities, enhancing the lives of our residents and neighbors, strengthening local commerce, and fostering opportunities for positive growth.**

TMLLC was launched on February 24, 2012 to provide exceptional property management services for condominiums, resident associations, cooperatives, community development corporations, non-profit and for-profit developers. TMLLC manages properties throughout Massachusetts, Rhode Island, Connecticut and New York and continues to expand its reach with more than 7,600 residential units and more than 500,000 square feet of commercial and retail space.

The residential portfolio consists of a mix of affordable, mixed-income, market rate, cooperative and condominium properties. TMLLC's managed affordable and mixed-income communities use a variety of subsidy programs, including state and federal low-income housing tax credits, public housing operating and capital funds, Section 8 subsidies, HOME and CDBG resources, among others.

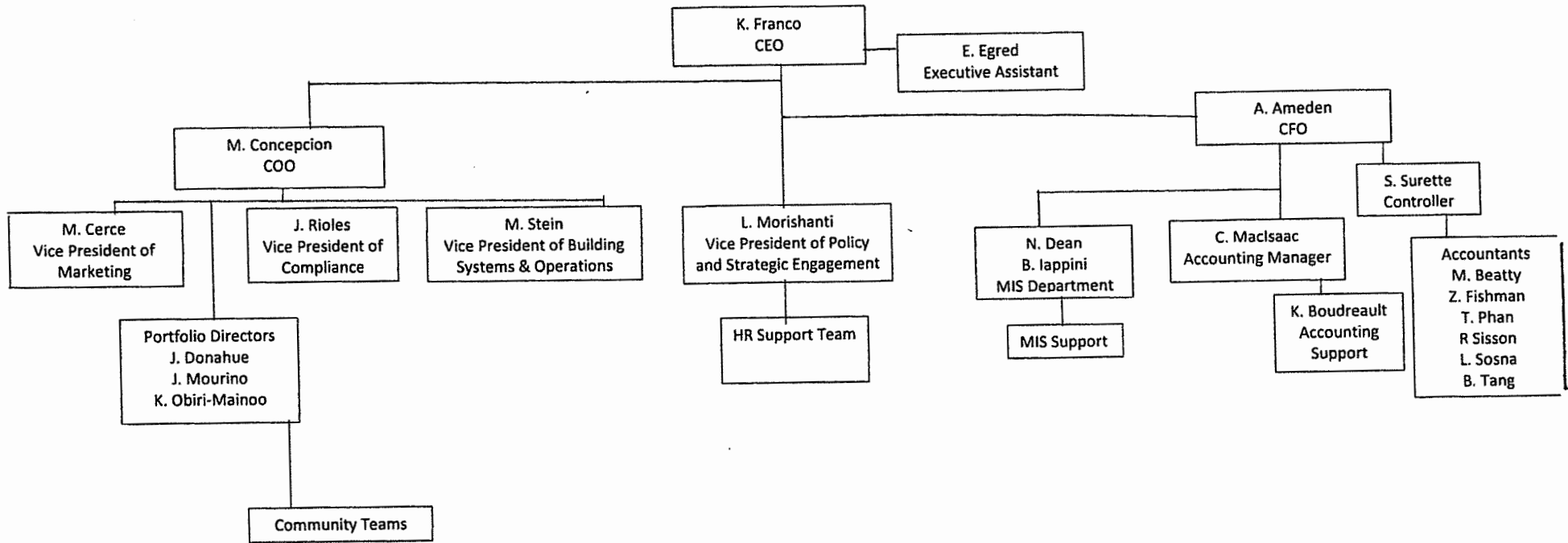
Our maintenance program is proactive and stresses preventative maintenance. The procedures and systems of accounting and compliance for our entire portfolio, regardless of individual property size, are identical: we apply the highest level of scrutiny and integrity to all. TMLLC has demonstrated expertise in managing properties during all stages of the development process, from providing valuable input in the conceptual stage, to marketing properties during the initial lease-up period, through successful management of stabilized properties years after construction is complete. We are dedicated to a very personal, hands-on approach to all the details of management.

At TMLLC, every member of our staff of over 275 is thoroughly engaged and committed to realize their full potential by effectively using their talents, creativity and professionalism on each client's project. Our success is based firmly on the success of each property we manage using our greatest asset – our employees.

The expertise of our staff is unsurpassed, and the diversity of our personnel matches the diversity of our portfolio. TMLLC is proud of its record as an employer committed to a diverse workforce with over 69% of our Team members being minorities and over 40% working in communities in which they live. As residential real estate managers, we manage new construction, established properties, conventional housing, condominiums, historic properties, low-income housing tax credit developments, public housing units, and government assisted housing for multi-family and elderly residents. What differentiates us from other real estate management companies is our unique ability to effectively combine our skill in providing detailed management and financial services with our demonstrated commitment in fulfilling the needs of owners and residents, contributing to the success of the communities in which we operate.

**Offices located in Massachusetts and New York.**

# TRINITY MANAGEMENT



75 Federal Street/4th Floor, Boston, Massachusetts 02110 (617) 542-3019  
 1350 Broadway, Suite 1700, New York, New York 10018 (212) 267-8400



## KATE FRANCO

CHIEF EXECUTIVE OFFICER | [kfranco@trinitymanagementcompany.com](mailto:kfranco@trinitymanagementcompany.com)

### TRINITY MANAGEMENT, LLC | Boston, MA

Chief Executive Officer | November 2011 – Present

- Responsible for all aspects of the Company, which includes more than 7,600+ units of housing in four states and more than \$1 billion in assets.
- Develops and implements vision and guidance of the Company.
- Manages day-to-day operations and resources.
- Oversees all financial matters, including the development of long- and short-term financial objectives.
- Pursue avenues for new business and expansion in market-rate and affordable housing sectors.
- Ensures compliance with all federal, state and local laws.
- Fosters and promotes a culture of exceptional client resources, service delivery and employee engagement for 270+ Team members.

### MB MANAGEMENT COMPANY | Braintree, MA

Chief Operating Officer/Partner | 1990 – November 2011

Began as a Senior Property Manager in 1990, promoted to the Director of Marketing and Business Development in 2002, Promoted in 2006 to the Director of Property Management/Partner, and became Chief Operating Officer and Partner in January 2010 with responsibility for all operations.

- Provided oversight and guidance to Directors, Asset Managers, executive staff and departments.
- Established field offices to grow the Company through new business.
- Created and implemented a business plan to make MBMC a leading third-party property management and housing consulting company.

### CLAREMONT MANAGEMENT COMPANY/BEACON MANAGEMENT COMPANY | Boston, MA

Various Positions | 1980 – 1990

### PROFESSIONAL AFFILIATIONS

- Massachusetts Apartment Association, Past President
- Institute of Real Estate Management, Boston Chapter #4, Past President
- Granite State Managers Association, Past President
- NE Affordable Housing Management Association, Director Emeritus and Past President
- Greater Boston Real Estate Board, Legislative Chairwomen
- National Affordable Housing Management Association, Member
- National Association of Realtors, Member
- National Association of Housing Cooperatives, Member
- Citizens Housing And Planning Association, Member
- New Lease, Board Member
- Real Estate Broker – Connecticut, Massachusetts, and New York
- Notary, State of Massachusetts
- Certified Property Manager (CPM), Accredited Resident Manager (ARM), Certified Assisted Housing Manager (AHM), Housing Credit Certified Professional (HCCP), National Affordable Housing Professional-Executive (NAHP-Executive), Specialist in Housing Credit Management (SHCM), Site Compliance Specialist (SCS)



## ADAM AMEDEN

CHIEF FINANCIAL OFFICER | [aameden@trinitymanagementcompany.com](mailto:aameden@trinitymanagementcompany.com)

### TRINITY MANAGEMENT, LLC | Boston, MA

Chief Financial Officer | February 2013 – Present

- Directs and oversees all aspects of the finance and accounting functions.
- Provides leadership in development of short- and long-term financial objectives.
- Evaluates impact of long-rang plans, introduction of new programs/strategies and regulatory actions; in general, evaluates financial implications of business activities and makes recommendations regarding ways to enhance financial performance and business opportunities.
- Manages processes for financial forecasting, budgets and consolidation and reporting to the Chief Executive Officer and owners.
- Ensures effective internal controls are in place for compliance with GAAP, applicable federal, state and local laws and rules for financial tax reporting.
- Oversees and coordinates accounting software, upgrades and training.

### BARKAN MANAGEMENT COMPANY | Boston, MA

Chief Financial Officer | 2004 – February 2013

Began as Controller in 1999 before becoming Vice President of Accounting in 2000 and Chief Financial Officer in 2004.

- Responsible for oversight of finance, accounting and information technology departments.
- Portfolio included 20,000 apartments with 3,000 regulated by LIHTC and/or HUD. The department produced more than 150 financial reports monthly, processed more than 9,000 vendor invoices, and recorded more than 14,000 charges and receipts for 14,000 condominiums.
- Communicated with regulatory agencies in four states regarding financial transactions.
- Oversaw annual audits of over 150 client financial statements.

### SAUNDERS REAL ESTATE CORPORATION | Boston, MA

Controller | 1993 – 1999

### EDUCATION

- Bentley College | Bachelor of Science, Accounting

### PROFESSIONAL ACCREDITATIONS

Licensed CPA; AICPA; MSCPA; Chartered Global Management Accountant



**Maribel Concepcion, Chief Operating Officer**

**Education: Management Major, Roger Williams University  
Associate's degree, Criminal Justice Major, New England Institute of Rhode Island, 2013**

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**Trinity Management, LLC**

February 2020 - Present

Chief Operating Officer

**Boston, MA**

**TRINITY MANAGEMENT, LLC**

March 2015— January 2020

Regional Director

**Boston, MA**

- Responsible for a portfolio of 18 mixed-income and financial properties.
- Conduct management reviews of Property Managers to ensure compliance with company policies and procedures, including federal and state laws affecting property management, personnel and safety.
- Review monthly financial statements and supervise preparation of annual operation budgets.
- Communicate directly with investors, owners, regulatory agents with regard to financial reporting and property inspections. Coordinate and assist with public relations, resident groups and special events.
- Conduct physical site inspections to monitor upkeep and required repairs. Ensure compliance with Minimum Housing Quality and REAC standards. Ensure compliance with required record-keeping of physical inspections, work orders, warranty information, inventory, etc.
- Ensure property preparation and submittal of all required reports. Assist Property Managers with marketing. Leasing and overall daily operations and provide on-going training for all site personnel.
- Foster positive customer and resident experiences.

**NATIONAL INVESTMENTS, LTD**

Feb. 2014-Feb. 2015

Director of Property Management

**Johnston, RI**

- Report directly to President/Owner of 10 affordable properties in RI; Ability to work and make decisions under pressure and with the unexpected required.
- Prepared annual budgets and capital expenditures
- Foster and maintain strong working relationships with staff and with vendors/contractors
- Work with Property Managers and Facilities Manager to maximize portfolio value and reduce costs.

Oct. 2011-Jan. 2014

Assistant to Director of Property Management

**DONALD W. WYATT DETENTION FACILITY**

Jan. 2011-Oct. 2011

Correctional Officer

**Central Falls, RI**

**PROPERTY ADVISORY GROUP**

July 2009-Jan. 2011

Property Manager

**Providence, RI**

**PROFESSIONAL DESIGNATIONS and CERTIFICATIONS**

Institute of Real Estate Management (IREM), Certified Property Manager (CPM);

Accredited Residential Manager (ARM)

National Affordable Housing Management Association (NAHMA), Certified Professional of Occupancy (CPO);

National Affordable Housing Professional Executive (NAHP-e); Fair Housing Compliance

Spectrum Enterprises, Inc., Specialist in Housing Credit Management (SCHM); Certified Credit Compliance Professional (C3P)



## MARGARET CERCE

VICE PRESIDENT OF MARKETING | [mcerce@trinitymanagementcompany.com](mailto:mcerce@trinitymanagementcompany.com)

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### TRINITY MANAGEMENT LLC

Boston, MA

Nov. 2018 - Present

Vice President of Marketing

- Researches and understands all market environments.
- Responsible for keeping up on trends in housing pertinent to designs, amenity packages, etc.
- Contributes to the design process of all communities.
- Assists with unit and rent assignments.
- Responsible for the coordination, implementation, and oversight of lease ups.
- Responsible for training of all leasing staff.
- Responsible for branding and curb appeal of all communities.
- Responsible for marketing plans and social media applications.

### CLAREMONT COMPANIES

Bridgewater, MA

Jul. 2016 - Nov. 2018

Vice President of Residential Management

- Directly oversee operations and financial performance for the market rate portfolio in New England and Florida.
- Key member of the development team responsible for pro formas, unit counts, etc.
- Conducted extensive market and competitor research.
- Prepared and managed the financial reporting for each asset.

### BARKAN MANAGEMENT

Boston, MA

2011 - 2016

Director of Marketing and Leasing

### RIVERSTONE RESIDENTIAL GROUP

N. Smithfield, RI

2004 - 2011

Senior Property Manager

### EDUCATION

Residential Property Management Major, Virginia Polytechnic Institute

### PROFESSIONAL ACCREDITATIONS

Home Builders, Certified Apartment Manager (CAM)

National Center for Housing Management, Certified Occupancy Specialist (COS)

Rhode Island Real Estate License



## JILL RIOLES

VICE PRESIDENT OF COMPLIANCE | [jrioles@trinitymanagementcompany.com](mailto:jrioles@trinitymanagementcompany.com)

### TRINITY MANAGEMENT, LLC | Boston, MA

Vice President of Compliance | April 2018 – Present

- Supervises the Compliance Team.
- Sets, distributes and implements ongoing compliance policies and procedures.
- Internal training, testing and continuing education (individual and group).
- Responsible for implementation of LIHTC and affordable housing compliance procedures at new communities.
- Responsible for annual compliance reports as required by state agencies.
- Provides audit coordination, attendance, oversight and response for LIHTC and other programs.

### RHODE ISLAND HOUSING | Providence, RI

Multifamily Compliance Supervisor | September 2017 – April 2018

- Provided daily supervision, training and technical support to the Multifamily and HOME program staff to ensure compliance with IRS and HUD rules and regulations as well as internal policies and procedures.
- Maintained the master LIHTC, HOME and REAC inspection schedules and determining portfolio assignments for compliance staff.
- Prepared correspondence, technical reports, status reports and work schedules and required to implement and complete job assignments within designated deadlines.
- Performed welcome meetings with sponsors/agents and maintaining program compliance monitoring from the rent-up process through the preparation for the initial LIHTC certification review.
- Worked closely with the Rental Housing Training Coordinator to ensure the property owners and management partners are equipped with accurate and timely information regarding compliance with federal and state housing related regulations.

Multifamily Compliance Specialist | October 2015 – September 2017

- Performed LIHTC file audits and physical inspections on a portfolio of 43 apartment communities
- Reviewed certification data in HDS/WTC for completeness in preparation for tenant data collection

### POAH COMMUNITIES | Providence, RI

Property Manager | 2014 – 2015

### PROPERTY ADVISORY GROUP, INC. | Providence, RI

Tax Credit Compliance Supervisor | 2004 – 2013

### EDUCATION

- Rhode Island College | Bachelor of Science, Business Marketing and Economics

### PROPERTY MANAGEMENT SOFTWARE

Real Page Onsite, Boston Post, Yardi, WTC/HDS RI State software for compliance testing and HUD data collection

### PROFESSIONAL ACCREDITATIONS

TCS/NCHM; COS/NCHM; HCCP/NAHB and C<sup>5</sup>P/Spectrum; ARM/IREM; STAR/Spectrum





## MADELINE STEIN

VICE PRESIDENT OF BUILDING OPERATIONS AND SYSTEMS | [mstein@trinitymanagementcompany.com](mailto:mstein@trinitymanagementcompany.com)

**TRINITY MANAGEMENT, LLC** | Boston, MA

**Vice President of Building Operations and Systems** | February 2016 – Present

Began as a Senior Property Manager with Cornu Property Management in 1994. When Cornu became Trinity Management, LLC in 2012, Madeline became the Facilities Director at Mission Park, a 775-unit complex. She was then promoted to Vice President of Building Operations and Systems in February 2016.

- Responsible for all maintenance and utility operations of the company, working with the Portfolio Directors to establish efficient operations, coordination and control of all capital projects and utility management.
- Creates and implements a Maintenance Operations Manual.
- Periodically conducts physical inspections of sites, reporting to the Chief Executive Officer, Portfolio Directors and Community Managers.
- Troubleshoots problems at the properties and assists with mechanical system repairs and improvements.
- Reviews capital needs projects, establishes bid specifications and prepares bid analysis forms for projects.
- Reviews and approves contractors for capital projects and major equipment purchases.
- Assists in contractor negotiations and coordinates national vendor contracts.
- Assists in federal, state and local inspection preparation.
- Assists with budgeting, as requested.
- Offers support in hiring maintenance personnel and conducts trainings.
- Monitors and reviews utility consumption for the properties, analyzes bulk utility purchase contracts and creates and implements green technology.
- Represents the company to government agencies and other agencies with regard to maintenance and utility matters.
- Attends board and community meetings, as warranted.

### EDUCATION

- Rhode Island Junior College | Business Administration
- Stonehill College | Real Estate Studies
- Boston Architectural College | Form, Function & Design Studies

### PROFESSIONAL ACCREDITATIONS, CERTIFICATIONS & EDUCATION

- Certified Property Manager (CPM)
- Certified Occupancy Specialist (COS)
- OSHA 30-hour Occupational Safety and Health Training Courses in Construction Safety & Health
- Housing Credit College: LIHTC
- National Center for Housing Management: Assisted & Public Housing Studies

### MEMBERSHIPS

- Boston Chapter of IREM
- Greater Boston Board of Real Estate
- National Association of Realtors
- National Center for Housing Management



## LISA MORISHANTI

VICE PRESIDENT OF POLICY & STRATEGIC ENGAGEMENT | [lmorishanti@trinitymanagementcompany.com](mailto:lmorishanti@trinitymanagementcompany.com)

### TRINITY MANAGEMENT, LLC | Boston, MA

Vice President of Policy & Strategic Engagement / 504 Coordinator | March 2017 – Present

Began as the Resident Social Service Coordinator for Bradley Properties in February 2012 before being promoted to the Director of Resident Services for the Company in October 2013 and again to Vice President of Policy and Strategic Engagement in March 2017.

- Consults on cases of domestic violence and/or 504 Reasonable Accommodation requests across the Company's portfolio to provide guidance, support and training.
- Oversees Resident Services and ensures the team is performing consistent to best practices and industry standards.
- Oversees Human Resources and compliance with state and federal laws and statutes as they pertain to labor laws.
- Develops and manages new company-wide and community programs and initiatives.
- Provides leadership and professional development training.

### Boston Medical Center | Boston, MA

Psychiatric Clinician | November 2011 – Present

- Performs comprehensive psychosocial evaluations to determine level of care necessary.
- Presents to various medical insurance companies seeking pre-authorization for treatment.
- Develops comprehensive discharge plans in partnership with current services providers.

### EDUCATION

- Boston College Graduate School of Social Work | MSW
- Boston University | Bachelor of Art

### AWARDS, SKILLS & DESIGNATIONS

- MassHousing TAP Program Appreciation Award, March 2015
- MassHousing Community Recognition Award, March 2013
- NERSC Annual Excellence in Service Award for Respecting Resident Diversity, May 2007
- Leo P. Haley & Reverend John Essien Memorial Award, May 2005
- Sarah Joanne Davis Women Studies' Essay Prize – Humanities Essay, May 2003
- United Way Training in Public Speaking, *The Speaker's Bureau*
- Proficient in SAS and SPSS statistical computation software
- Fluent in Spanish and English
- MSW, LICSW

### VOLUNTEER POSITIONS

- Vice President, Board of Directors | Madison Park Development Corporation, December 2013 – Present
- President, Board of Directors | The Network/LA Red, November 2006 – Present
- Coordinator | Dudley Pride Coalition, November 2006 – May 2010
- Steering Committee Member | Roxvote Coalition, September 2006 – Present
- Peer Hotline Supervisor | Boston Area Rape Crisis Center, January 2001 – December 2014
- Direct Service Advocate | Transition House, May 2002 – December 2003
- Community Organization Intern | Cambridge Women's Center, 2003



# TRINITY MANAGEMENT

Managed Property Listing					
	Project Name	Location	Affordable/Conventional	Total Number of Units	Unit Mix
	<b>Residential Portfolio</b>				
1	1392 Dorchester House	Dorchester, MA	Affordable	12	All SRO
2	1460 Condominiums	Dorchester, MA	Conventional	6	0-1 br
3	1460 House	Dorchester, MA	Affordable	43	0-1 br
4	19-21 Faulkner Street	Dorchester, MA	Affordable	6	2-3 br
5	Blakeley Apartments	Lawrence, MA	Affordable	46	1-2 br
6	Bloomfield Apartments	Dorchester, MA	Affordable	27	0-3 br
7	Bradley Properties	Boston, MA	Affordable	71	1-3 br
8	The Brownstones	Boston, MA	Affordable	35	1 br
9	Forest Hills Cooperative	Jamaica Plain, MA	Conventional	87	1-3 br
10	Franklin Hill Apartments	Dorchester, MA	Affordable	266	1-5 br
11	Lucerne	Dorchester, MA	Affordable	45	2-3 br
12	The Carruth Condominiums	Dorchester, MA	Market	42	2-Jan
13	The Carruth	Dorchester, MA	Affordable	74	1-3 br
14	35 Northampton Square	Boston, MA	Affordable	245	0-1 br
15	Roxbury Highlands	Roxbury, MA	Affordable	52	0-4 br
16	Mission Park	Roxbury, MA	Affordable	775	1-4 br
17	Rockdale Commons	Northbridge, MA	Affordable	40	0-3 br
18	St. Joseph's Cooperative	Roxbury, MA	Market	137	1-3 br
19	TILL Building	Chelsea, MA	Affordable	23	1-3 br/1 comm'l
20	Trinity Terrace	Dorchester, MA	Affordable	62	1-3 br
21	Washington Beech	Roslindale, MA	Affordable	206	2-4 br
22	Water Street	Medford, MA	Affordable	35	1 br
23	Quinnipiac Terrace	New Haven, CT	Affordable	193	2-4 br
24	Rowe Apartments	New Haven, CT	Affordable/Conventional	104	1-2 br
25	Countryside Estates	Marlborough, MA	Affordable	118	1-3 br
26	New Mass Pike Towers	Boston, MA	Affordable	200	1-3 br
27	Maverick Landing	East Boston, MA	Affordable/Conventional	396	1-4 br
28	Appleton Mills	Lowell, MA	Affordable	130	0-2 br
29	Orchard Gardens	Roxbury, MA	Affordable	331	1-5 br
30	Carlton Wharf	East Boston, MA	Market	30	1-3 br condos
31	The Foley	Mattapan, MA	Affordable	116	0-1 br
32	Mattapan Heights	Mattapan, MA	Affordable	216	1-3 br
33	Newport Heights	Newport, RI	Affordable	299	1-5 br

34	New Orchard Hill Estates	Oxford, MA	Affordable	215	1-4 br
35	The Regency	New Bedford, MA	Affordable/Conventional	129	1-3 br
36	Marian Gardens	Lynn, MA	Affordable	94	2-4 br
37	Mei Wah	Boston, MA	Affordable	41	0-1 br
38	Glenark Mills	Woonsocket, RI	Affordable	89	1-3 br
39	Bristol Commons	Taunton, MA	Affordable	88	1-4 br
40	Lenox Green	Taunton, MA	Affordable	72	1-4 br
41	Centre 50	Brockton, MA	Affordable/Conventional	71	1-3 br
42	Enso Flats	Brockton, MA	Affordable	42	1-3 br
43	Holyoke High	Holyoke, MA	Market	46	1-2 br
44	Weld Park	Rosindale, MA	Affordable	14	0-1 br
45	Washington House	Taunton, MA	Affordable	14	0-1 br
46	Chestnut Park	Holyoke, MA	Affordable	54	0-2 br
47	860 Harrison Ave.	Boston, MA	Affordable/Conventional	102	0-2 br
48	Northridge	Beverly, MA	Conventional	98	1-4 br
49	Fourth @ Broadway Rentals	Chelsea, MA	Market	19	0-3 br
50	90 Wrentham	Dorchester, MA	Market	12	1-2 br
51	200 Hancock Street	Dorchester, MA	Market	37	0-2 br
52	341 Gallivan Boulevard	Dorchester, MA	Market	10	1-2 br
53	Bridgeview Center	Charlestown, MA	Affordable	61	1 - 3 br
54	Spring Meadow	Hanover, MA	Market	39	2 br condos
55	777-779 Huntington	Boston, MA	Market	22	1 br
56	Mosaic Condominiums	Boston, MA	Market	85	1-3 br
57	Mosaic Rentals	Boston, MA	Affordable	60	1-3 br
58	Restoration Housing	Boston, MA	Affordable	81	1-3 br
59	RTH Community Apartments	Boston, MA	Market	20	1-3 br
60	RTH Community Housing	Boston, MA	Market	67	1-3 br
61	Port Landing	Cambridge, MA	Affordable	20	1-2 br
62	Station Lofts	Brockton, MA	Market	25	0-2 br
63	Oxford Place	Boston, MA	Affordable	39	1-3 br
64	Oxford Ping On	Boston, MA	Affordable	67	0-3 br
65	3160 Park Avenue Affordable	Bronx, NY	Affordable	95	1-3 br
66	3160 Park Avenue Mixed Use	Bronx, NY	Affordable	57	1-3 br
67	Maple Gardens	Wenmouth, MA	Conventional	81	1-3 br
68	Upper Washington	Dorchester, MA	Affordable	35	1-3 br
69	Randolph Houses	Bronx, NY	Affordable	168	1-4 br
70	Orient Heights Phase I	East Boston, MA	Affordable	120	1-5 br
71	Lafayette Street	Chelsea, MA	Conventional	32	0-2 br
72	Soundview Landing I	Norwalk, CT	Affordable	80	1-4 br
73	Treadmark Condos	Dorchester, MA	Conventional	32	0-2 br
74	Parkside Gables	Stamford, CT	Affordable	69	1-3 br

75	422 River Street	Mattapan, MA	Affordable	27	1-2 br
76	Smith Avenue	Providence, RI	Conventional	55	1-2 br
77	Belgrade Avenue	Roslindale, MA	Conventional	16	1-2 br
78	Pearl Street	Dorchester, MA	Conventional	24	1-2 br
79	Arlington Point 4%	Lawrence, MA	Affordable	56	0-3 br
80	Arlington Point 9%	Lawrence, MA	Affordable	46	0-3 br
81	Harwell Homes	Cambridge, MA	Affordable/Conventional	56	1-4 br
82	60 King 4%	Providence, RI	Affordable	22	0-3 br
83	60 King 9%	Providence, RI	Affordable	38	0-3 br
84	Treadmark Rentals	Dorchester, MA	Affordable	51	0-2 br
85	Boston East	East Boston, MA	Market	200	0-3 br
	<b>TOTAL</b>			<b>7661</b>	
	<b>Commerical Portfolio</b>			<b>SF</b>	
1	Blakeley	Lawrence, MA		4,267	Commerical
2	Bradley	Boston, MA		2,635	Commerical
3	Carruth	Dorchester, MA		12,309	Commercial
4	Masspike Towers	Boston, MA		18,720	Commercial
5	Mission Park	Boston, MA		38,221	Commercial
6	Roxbury Highlands	Roxbury, MA		2,900	Commercial
7	1392 Dorchester Avenue	Dorchester, MA		1,760	Commercial
8	Centre 50	Brockton, MA		2,000	Commercial
9	Enso Flats	Brockton, MA		1,456	Commercial
10	Rowe	New Haven, CT		2,000	Commercial
11	Fourth @ Broadway	Chelsea, MA		11,404	Commercial
12	RTH Gymnasium	Boston, MA		28,000	Commercial
13	Trinity Terrace	Dorchester, MA		3,600	Commercial
14	TILL	Chelsea, MA		11,310	Commercial
15	Holyoke High	Holyoke, MA		30,000	Commercial
16	Upper Washington	Dorchester, MA		2,838	Commercial
17	Riverway	Mattapan, MA		63,231	Commercial
18	Enterprise Main	Brockton		55,000	Commercial
19	110 Canal Street	Lowell, MA		55,000	Commercial
20	777-779 Huntington	Boston, MA		2,385	Commercial
21	RTH Community	Boston, MA		6,707	Commercial
22	Faunce Corner	Dartmouth, MA		35,363	Commercial
23	Stetson West	Weymouth, MA		18,243	Commercial
24	Treadmark Commercial	Dorchester, MA		5,000	Commercial
25	3160 Park	Bronx, NY		21,400	Commercial
26	100 Weymouth	Rockland, MA		11,950	Commercial
27	Weymouth Condominiums	Rockland, MA		57,192	Commercial



## 2. Required Forms

Proposal Response Form  
Certificate of Non-Collusion  
Certificate of Tax Compliance  
Disclosure of Beneficial Interest  
Acknowledgement of Addendums

## PROPOSAL INTENT RESPONSE FORM

### RFP Title:

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

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

Choose one of the following options:

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

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

Please provide the following contact information:

**Name (first, middle, last):** Mathieu P. Zahler

**Title:** Managing Member

**Organization:** MPZ Development LLC

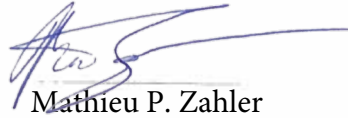
**Email address:** mzahler@mpzdevelopment.com

**CERTIFICATION OF NON COLLUSION & GOOD FAITH**

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

The Contractor by: MPZ Development LLC

**Print Name**



Mathieu P. Zahler

**Title/Authority**

Managing Member

**CERTIFICATE OF TAX COMPLIANCE**

**(Corporate)**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,  
Mathieu P. Zahler, authorized signatory for MPZ Development LLC  
printed name name of consultant/business

do hereby certify under the pains and penalties of perjury that said contractor has  
complied with all laws of the Commonwealth of Massachusetts relating to taxes,  
reporting of employees and contractors, and withholding and remitting child support.  
Federal ID # 82-1087164

Signature  Name Mathieu P. Zahler

Title Managing Member Date March 31, 2020

**OR**

**CERTIFICATE OF TAX COMPLIANCE**

**(Individual)**

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

\_\_\_\_\_  
(Signature of person signing bid or bid)

\_\_\_\_\_  
(Date)

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

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

Party 1 MPZ Development LLC

Party 2 \_\_\_\_\_

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

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

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

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



**Acknowledgment for Individual**

Mathieu P. Zahler, Managing Member

State of Massachusetts

County \_\_\_\_\_

On this 26<sup>th</sup> day of March, 2020, before me personally appeared

Mathieu P. Zahler (or \_\_\_\_\_  
and \_\_\_\_\_), to me known to be the person (or persons)

described in and who executed the foregoing instrument, and acknowledged that he she they executed the same as his her their free act and deed.

Notary Public

Print Name: Janice Marinello

My commission expires:

2/28/2025



## Acknowledgement of Addendums

MPZ Development LLC has received the following addendums from the Town of Templeton:

1. Addendum 1 dated March 2, 2020
2. Addendum 2 dated March 11, 2020
3. Addendum 3 dated March 16, 2020
4. Addendum 4 dated March 23, 2020

**Exhibit C**  
**Development Schedule**

(include development schedule)

**Exhibit C**

**Baldwinville School Apartments - Draft Development Schedule**

**9/2/2020**

<b>Task</b>	<b>Historic</b>	<b>Financing</b>	<b>Design &amp; Construction</b>	<b>Community &amp; Permitting</b>
RFP Submission	03/31/2020			
RFP Developer Selection	05/27/2020			
Execution of Developer Designation Agreement (DDA)	09/09/2020	09/09/2020		09/09/2020
Neighborhood Introductions and Charette - Meeting #1	11/13/2020		11/13/2020	11/13/2020
Apply for Templeton CPA Funding	11/20/2020	11/20/2020		
Title, Survey, Phase I/Haz Mat Environmental Completed	12/08/2020	12/08/2020	12/08/2020	
Schematic Architectural & Civil Drawings Completed	12/08/2020	12/08/2020	12/08/2020	
MHC and NPS Part 1 & Part 2 Filed	12/08/2020	12/08/2020	12/08/2020	
NOI Filed - Conservation Commission	12/11/2020			12/11/2020
MHC PNF Filed	12/15/2020	12/15/2020	12/15/2020	
Site Eligibility Letter Filed with DHCD	01/07/2021		01/07/2021	01/07/2021
MHC - Finding of "No Adverse Effect"	01/14/2021	01/14/2021	01/14/2021	01/14/2021
ConCom Hearing and Approval - Meeting 3rd Monday of the month	01/18/2021			01/18/2021
Templeton CPC approval of resources	02/01/2021	02/01/2021	02/01/2021	
Neighborhood Charrette - Meeting #2	02/11/2021			02/11/2021
Site Eligibility Letter Received and Comprehensive Permit Application Filed	03/08/2021		03/08/2021	03/08/2021
MHC and NPS Part 1 & Part 2 Approved	03/08/2021	03/08/2021	03/08/2021	
Neighborhood Charrette - Meeting #3 (if necessary)	03/13/2021			03/13/2021
Templeton ZBA Hearing on Friendly 40B - Hearing 1	04/07/2021		04/07/2021	04/07/2021
Templeton ZBA Hearing on Friendly 40B & Approval - Hearing 2	04/22/2021		04/22/2021	04/22/2021
Vote of CPA Resources at Templeton Annual Town Meeting	05/15/2021	05/15/2021	05/15/2021	
DHCD Pre-application	11/29/2021		11/29/2021	
LIHTC and Affordable Housing Resources Funding Application to DHCD	02/20/2022		02/20/2022	
DHCD Funding Awarded	08/19/2022		08/19/2022	
Construction Drawings Completed	12/17/2022		12/17/2022	
Financial and Land Closing - Building Permit Released	05/01/2023		05/01/2023	05/01/2023
Construction Start	05/31/2023		05/31/2023	05/31/2023
Construction Complete	11/28/2024		11/28/2024	
Leasing Complete	05/27/2025		05/27/2025	05/27/2025

**Exhibit D**  
**Maintenance of the Property**

The Town agrees to take the following steps to maintain the Property from the Effective Date of this Agreement until the transfer of the deed, and to provide the following, subject to the terms of this Agreement, including without limitation Section II.D.4:

1. Operational exterior security lighting if and as currently installed.
2. Operational fire alarm system with automatic notification to fire department if and as currently installed.
3. Access for emergency vehicles.
4. Weekly inspections of the interior and exterior of the Property.
5. Snow removal for emergency access and basic grass cutting.

The Town will install and monitor a burglar alarm in the School Building, at MPZ's expense.