

TOWN OF WEST BOYLSTON
OFFICE OF THE TOWN ADMINISTRATOR



REQUEST FOR PROPOSALS
FOR
PURCHASE OF PROPERTY
LAND & BUILDING

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Procurement Calendar

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Publication	1-26-09	
Deadline for Written Inquiries	2-20-09	1:00 p.m.
Submission Deadline	3-6-09	1:00 p.m.

TOWN OF WEST BOYLSTON – REQUEST FOR PROPOSALS FOR PURCHASE OF LAND & BUILDING

I. INTRODUCTION

The Town of West Boylston, hereinafter referred to as the “Town” for the purpose of this Request for Proposal (“RFP”), seeks to purchase a parcel of land, with a building thereon, within the Town limits, for use as Town offices. The Town has determined that this purchase is subject to Massachusetts General Law, Chapter 30B, and has issued this RFP for the purpose of soliciting proposals from property owners.

Notice of this RFP is published in the Central Register, which is a weekly publication of the Office of the Secretary of State, and in the Worcester Telegram, which is a newspaper with a circulation sufficient to inform the people of the affected locality. Additionally this RFP is also posted on the Town’s website (www.westboylston-ma.gov).

Town Meeting has not authorized the purchase of land or appropriated funds therefor at this time. Any purchase and sales agreement entered into pursuant to this RFP will be subject to Town Meeting authorization and appropriation and, at the Town’s option, to approval at a town election of a debt exclusion pursuant to G.L. c. 59, § 21C, so-called proposition 2 ½, for this purpose.

The successful property owner must be prepared to enter into a purchase and sale agreement within **thirty (30)** days from the selection of the successful proposer substantially in the form of the Purchase and Sale Agreement attached hereto as Exhibit A and incorporated herein. The closing must occur within **one hundred twenty (120)** days from the date the parties enter into the Purchase and Sale Agreement.

II. INSTRUCTIONS TO PROPOSERS

- ◆ All proposals must be signed by the owner of the property, enclosed in an envelope that is sealed and plainly marked on the outside with the proposal number and the name of the proposal “Purchase of Property – Land & Building.”
- ◆ A proposal must be signed as follows:
 1. If the proposer is an individual, by him/her personally,
 2. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner, or
 3. If the proposer is a corporation, by the president/vice-president and the treasurer/assistant treasurer or any other authorized officer, whose signature must be attested to by the clerk/secretary of the corporation and the corporate seal affixed (Attachment E).
- ◆ Each proposal must include the attached Information Form (Attachment A), properly filled out and executed along with all attachments for explanations where required.

- ◆ Each proposal must include the attached Price Proposal Form (Attachment B), properly filled out and executed.
- ◆ Each proposal must include attached Non-Collusion and Tax Compliance Form (Attachment C), and the Disclosure of Beneficial Interest form (Attachment D), properly filled out and executed. Failure to submit these required forms will result in the rejection of the proposal.
- ◆ All proposals must satisfy the Submission Requirements identified below.
- ◆ Questions concerning this RFP must be submitted **in writing** to:

Town of West Boylston
 Attn: Leon Gaumond Jr., Town Administrator
 127 Hartwell Street
 West Boylston, MA 01583

Or they may be submitted by email to Leon Gaumond Jr., Town Administrator, at lgaumond@westboylston-ma.gov.

All questions must be received prior to the deadline listed in the Procurement Calendar of this RFP.

- ◆ The Town of West Boylston may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interest of the Town, and may select the proposal that it deems to be in the best interest of the Town.
- ◆ All the terms of the submitted proposal submitted in response to this RFP, including the price stated therein, must remain firm for one hundred eighty (180) days following the proposal opening.
- ◆ If on the date and time of the submittal deadline the Town Hall is closed due to an uncontrolled event such as fire, snow, ice, wind or building evacuation, the submittal deadline will be postponed until 2:00 p.m. on the next business day.

III. SPECIFICATIONS

The Town will consider the suitability of the proposed property, including but not limited to, factors relating to size of the property and the building; site access for vehicles and pedestrians; availability of parking; environmental conditions, wetlands, grading, drainage, soil conditions, and other conditions of the property; security of the surrounding area; availability and proximity to, and adequacy of, public utilities; compatibility with existing land uses on surrounding parcels; characteristics of the building and other improvements on the property, and whether it/they would have to be demolished or would be used; cost of development for the intended use; the need for revitalization and renewal of the area and where such revitalization and renewal is deemed important by the Town; the existence of tenants or occupants of the property; and the relative ease or difficulty of permitting the project at the proposed property.

At a minimum, the property, and the building thereon, must satisfy the following specifications:

1. The Property

- ◆ The property must be located within Town limits;
- ◆ The property must contain a minimum of 3 acres of land;
- ◆ The property must have adequate access from frontage abutting a public way, duly laid out or accepted as such by the Town or other government entity, or include valid easement rights over private ways, no less than 50 feet wide, leading to a public way;
- ◆ The proposal must include a copy of the latest deed for the property and a site plan or survey of the property, if available;
- ◆ The property must have existing parking for a minimum of 50 vehicles. It is preferred that parking be well lit;
- ◆ The property must have access to town water at the property's boundary, or demonstrate how hookup to town water will be accomplished;
- ◆ The property must have access to town sewer at the property's boundary, or be served by a septic system that is in compliance with Title 5 of the State Environmental Code, 310 CMR 15.000 et. seq. as of the closing date;
- ◆ The property must have Three Phase Electrical Power at the site, or demonstrate how hookup to Three Phase Electrical Power will be accomplished;
- ◆ The property must have telephone and cable utilities of commercial grade, or demonstrate how hookup to telephone and cable utilities of commercial grade will be accomplished;
- ◆ The property must not be within a 100 year Flood Boundary as shown on the National Flood Insurance Program FIRM Flood Insurance Rate Map for West Boylston, or, if the property or any portion thereof is within such flood boundary, more information may be required and the Town must be satisfied as to any conditions or burdens arising therefrom prior to the purchase;
- ◆ The property must comply with the Town of West Boylston's Bylaws and regulations;
- ◆ There are to be no restrictions in the deed or already encumbering the property that will interfere with the Town's intended use of the property; and
- ◆ If there are any easements, right-of-way privileges, restrictions or liens encumbering the property, they must be clearly stated on the Information Form or an attachment thereto.

2. The Building

The building on the property must:

- ◆ Have a minimum of 20,000 square feet of floor area (25,000 preferred) with some office space already built-out;
- ◆ Be of a multi-level office type design, have primarily non-load bearing internal walls, contain a sub-level (basement) that can be converted to working space, and have an approved fire suppression sprinkler system;
- ◆ Be a stand-alone building, with no other buildings located on the parcel;
- ◆ Be handicap accessible, with accessible front lobby and working elevator;
- ◆ Have working HVAC system, sprinkler, generator and elevator and proposer must be able to provide proof of recent services conducted on all systems;
- ◆ Be in good order and condition and comply with the Town's Zoning Bylaws and regulations;
- ◆ Be of post-1980 construction; and
- ◆ The building must meet all building codes, including, without limitation:

Massachusetts State Building Code (including BOCA Mechanical Code)
Massachusetts State Plumbing Code
Massachusetts State Electric Code
NFPA Life Safety Code.

It is preferable that the building already have fiber optic and/or T-1 cabling installed in order to facilitate electronic and communication needs of future occupants.

IV. SUBMISSION REQUIREMENTS

1. Submission Deadline:

- ◆ The Town Administrator must receive **three (3) complete copies** of each proposal, with all attachments, on or before the submission deadline of **1:00 p.m. at March 6, 2009** at the Office of the Town Administrator, 127 Hartwell Street, at which time and place the proposals will be opened. All proposals must be labeled "Purchase of Property – Land & Building" and mailed or hand delivered to the following address:

Town of West Boylston
Attn: Leon Gaumont Jr., Town Administrator
127 Hartwell Street
West Boylston, MA 01583

- ◆ Proposals received by the Town later than the Submission Deadline will be deemed non-responsive and will be rejected.
- ◆ All proposals will be date/time stamped as they are received and the Town's date/time stamp will be controlling. No proposals will be accepted after the time and date noted. Late delivery of materials due to any type of delivery system shall be cause for rejection.
- ◆ Telecopied, e-mailed, or faxed proposals will be deemed non-responsive and will be rejected, regardless of the date/time received.
- ◆ The Town will not accept any information or materials submitted after the Submission Deadline unless said information or materials are provided in response to the Town's written request for such information or materials.
- ◆ These requirements will be strictly enforced. Proposers are cautioned to hand deliver their proposals or to allow sufficient time for their proposals to be received by mail or other delivery service.
- ◆ Prior to the submission deadline, proposers may correct or modify or withdraw a proposal by written notice to the Town Administrator at the address specified above. After the opening of proposals, a proposer may not correct or modify the price or any other provisions of its proposal in a manner prejudicial to the interests of the Town or fair competition as determined by the Inspector General of the Commonwealth of Massachusetts. No proposer may withdraw his proposal for a period of one hundred eighty (180) days after the date and time set for the opening of the proposals.
- ◆ All proposals shall be unconditional.
- ◆ The Town reserves the right to request additional information from any and all proposers if it is deemed necessary in order to identify the most advantageous proposal.
- ◆ The Town reserves the right to conduct site visits to verify the information provided in the proposals and to perform detailed evaluations of the property proposed prior to award. The proposer's failure to cooperate with the Town in this regard may result in rejection of the proposal.

2. RFP Requirements/Communications:

- ◆ It is the sole responsibility of the proposer to ascertain the existence of any addenda and/or modifications disseminated by the Town, whether or not the same are mailed to, or received by, proposer. As this RFP has been published on the Town's website (www.westboylston-ma.gov), all proposers are responsible for checking the Town's website for any addenda and/or modifications that are subsequently made to this RFP or the attachments.

- ◆ The Town accepts no liability for and will provide no accommodations to proposers who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Proposers may contact the Town Administrator in the event this RFP is incomplete or the proposer is having trouble obtaining any part of the RFP electronically through the Town's website (www.westboylston-ma.gov), including, and without limitation, the proposal form and attachments.
- ◆ Proposers with disabilities or hardships that seek reasonable accommodations, which may include the receipt of RFP information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing and reasonable accommodation will be made by agreement.
- ◆ All questions or inquiries concerning this RFP must be made in writing to the Town Administrator. **All inquiries received by 1:00 p.m. on February 20, 2009 will be considered.** Questions may be delivered, mailed, or faxed. Written responses will be mailed or faxed to all applicants on record as having received this RFP. All answers to questions/inquiries will also be posted on the Town website (www.westboylston-ma.gov).

3. Submission Requirements:

To be eligible for consideration, proposers must submit all of the following documentation, except as otherwise specifically noted.

- ◆ Authorization to Submit Proposal:

Proposals will only be considered if they are signed and submitted by: (a) the owner of the property, or (b) the owner's legally authorized agent or representative. If the proposer is not the owner of the property, the proposal must include written evidence of the proposer's authority to submit the proposal, such as a copy of a letter or other writing from the owner of the property, authorizing the agent or representative (as the case may be) to act on the owner's behalf.

- ◆ Map and Parcel Number:

The proposal must include a reference to the Assessor's map and parcel number of the proposed property.

- ◆ Deed:

Proposers are required to include a copy of the deed to the current owner of the property and a Registry of Deeds recording reference for title to the property.

- ◆ Information Form:

Proposers are required to include a properly filled out and executed Information Form, along with all attachments for explanations where required (Attachment A).

◆ Town of West Boylston Price Proposal Form:

Proposals must include a completed Price Proposal Form for the property offered for sale to the Town, in response to this RFP (Attachment B).

◆ Certifications:

Proposers must execute and include in their submission the Certificate of Non-Collusion and the Certificate of Tax Compliance (Attachment C).

◆ Disclosure Statement:

Proposers must execute and include in their submission the Disclosure Statement – Acquisition or Disposition of Real Property, as required by G.L. c. 7, § 40J (Attachment D).

◆ Certificate of Vote:

If a proposer is an entity, the proposer must execute and include in his submission the Certificate of Authority (Attachment E).

V. PRICE

This RFP is issued pursuant to G.L. c. 30B, § 16. The Town is interested in securing the property at the lowest responsible price. However, the Town reserves the right to award the purchase to the proposer offering the most advantageous combination of facility characteristics and purchase price, and shall not be required to award the purchase to the proposer offering the lowest price. The Town reserves the right to negotiate the purchase price and other terms with the selected proposer in a manner not prejudicial to fair competition. Any award is subject to obtaining the proper zoning and regulatory approvals to the extent any may be necessary to carry out the purposes of this RFP. Any award is also subject to the authorization and appropriation of Town Meeting and, at the Town's option, approval at a town election of a debt exclusion pursuant to G.L. c. 59, § 21C, so-called proposition 2 ½, for this purpose.

VI. EVALUATION CRITERIA

Evaluation of proposals will be based upon information provided in the proposals, obtained on site visits and from other generally available and verifiable information. The Town reserves the right to request clarification of proposal terms or additional information after the Submission Deadline.

Proposals will be evaluated based upon Minimum and Comparative Criteria. The Town will offer to purchase the property from the proposer who submits the most advantageous proposal based on consideration of specified Minimum and Comparative Criteria.

1. **Minimum Criteria:** Each proposal must meet all of the following criteria in order to be considered for further evaluation:

Proposer must meet all of the Specifications as outlined herein.

Proposer must have good clear record and marketable title and be able to transfer same to the Town.

Proposer must submit all required forms properly filled out and executed.

Proposer must submit all required explanations and documentation.

Proposer must meet all the material and mandatory terms and conditions of the incorporated Purchase & Sale Agreement.

2. **Comparative Criteria:** The following Comparative Criteria will be applied to those proposals that meet the Minimum Criteria listed above. Proposals that do not meet the Minimum Criteria will be judged unacceptable and not reviewed any further. The Town will consider the following Comparative Criteria and evaluate each proposal based on the preferences listed below:

A. Frontage and Entrance on Town-Accepted Roadway

Highly Advantageous: Minimum of 150 feet of direct frontage upon and access to a town accepted roadway.

Advantageous: Minimum of 50 foot wide valid easement over private way(s) to a town accepted roadway.

Not Advantageous: The property does not have the requisite amount of frontage on and/or access to a town accepted roadway.

B. Parcel Size, Usefulness, and Parking

Highly Advantageous: Property has at least 3 acres, is completely useable/buildable for the Town's intended use, and contains 50 parking spaces.

Advantageous: Property has at least 3 acres, is mostly useable/buildable for the Town's intended use, and/or has 50 parking spaces on or adjacent to the property.

Non-Advantageous: Property has fewer than 3 acres, is not useable/buildable for the Town's intended use, and/or has fewer than 50 parking spaces on or adjacent to the property.

C. Right-Of-Ways, Easements, Restrictions

Highly Advantageous: There are no right-of-ways or easements either over or under the property, or restrictions affecting the use of the property for the Town's intended purpose.

Advantageous: There are right-of-ways or easements either over or under, or restrictions that affect, the property, but that do not interfere unreasonably with the Town's intended use of the property.

Non Advantageous: There are right-of-ways or easements either over or under, or restrictions affecting, the property that materially affect the use of the property for the Town's intended use.

D. Suitability of Building

- Highly Advantageous: Building on property has a minimum of 25,000 square feet, is in good order and condition, is already designed for or can easily be adapted for office use, and is useable/buildable for Town's intended use.
- Advantageous: Building on property has 20,000 square feet, is in a reasonably good order and condition, can be adapted to office use with some alterations or improvements, and is mostly useable/buildable for the Town's intended use.
- Non-Advantageous: Building on property does not contain sufficient space, is not in good order and condition, requires major repairs or improvements to adapt it to office use, and/or is not suitable for the Town's intended use.

E. Zoning, Wetlands and other State or Local Statute or Regulation

- Highly Advantageous: Proposer can demonstrate that the use of the property for the Town's intended use is permissible under local zoning, state and local wetland laws, and any other applicable state or local law or regulation.
- Advantageous: Proposer can demonstrate that the use of the property for the Town's intended use is permissible under local zoning, state and local wetland laws, and any other applicable state or local law or regulation upon the issuance of approvals and permits.
- Non-Advantageous: The Town's intended use of the proposed property is presently not permitted under local zoning, state and local wetland laws, and/or any other applicable state or local law or regulation.

VII. EVALUATION AND SELECTION PROCESS

The Town may conduct site visits of properties offered for sale pursuant to this RFP. The proposer agrees to provide access to the Town and its consultants, contractors, agents and representatives to the entire property during the site visit(s) and have someone present with knowledge of the site conditions to answer questions. The Town in the selection process will consider information obtained from site visits.

The Town, through the Town Administrator or his designee(s), will evaluate proposals in accordance with the evaluation criteria set forth in Section VI. The Board of Selectmen is the awarding authority, and will select the most advantageous proposal, taking into consideration the evaluation criteria and the price.

There is no current authorization or appropriation from Town Meeting for the purchase at this time. Any purchase and sales agreement entered into pursuant to this RFP will be subject to Town Meeting authorization and appropriation and, at the Town's option, to approval at a town election of a debt exclusion pursuant to G.L. c. 59, § 21C, so-called proposition 2 ½, for this purpose.

VIII. TERMS OF PURCHASE

The Purchase and Sale Agreement to be executed between the Town and the successful proposer shall be substantially in the form of the Purchase and Sale Agreement attached hereto as Exhibit A, and shall include, at a minimum, the following **mandatory** terms:

- ◆ No down payment will be made upon execution of the Purchase and Sale Agreement. The Town at closing will pay the entire purchase price, subject to customary and usual adjustments.
- ◆ The Town does not have a real estate broker representing it, and the seller must agree to defend, indemnify the Town against and hold the Town harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Town by any broker in connection with this transaction.
- ◆ On reasonable notice, the Town and its consultants will be granted access to the property to examine the property, including, without limitation, conducting surveys, soil tests and environmental investigations, and inspections of the building and building systems existing structures. The seller shall grant reasonable access to the Town and its consultants, contractors, agents and representatives to the proposed property for such inspections and investigations.
- ◆ The property will be delivered vacant and free of all tenants, occupants and personal property.
- ◆ The seller shall deliver a good and sufficient quitclaim deed of the property running to the Town of West Boylston, which deed shall convey good, clear record and marketable title to the property, subject only to those easements, restrictions and encumbrances which are acceptable to the Town and do not interfere with the use of the property for general municipal purposes, including office use.
- ◆ If the land is registered, the quitclaim deed must be in form sufficient to entitle the Town to an Owner's Certificate of Title, and the property owner shall deliver at closing all documents necessary to enable the Town to obtain a Certificate of Title and to satisfy all Land Court and registration requirements.
- ◆ The physical and environmental condition of the property and the improvements therein shall be entirely acceptable to the Town, in the Town's discretion, or the Town shall not be obligated to purchase the property.
- ◆ The seller shall provide sufficient authority documentation, in recordable form, including, without limitation, as applicable, legal existence and good standing certificates from the Secretary of State, complete incumbency certificates and trustee's certificates, valid current vote(s)/resolution(s), direction of partners, members or beneficiaries, and any other documentation reasonably required by the Town.

- ◆ Taxes for the then current fiscal year shall be adjusted in accordance with G.L. c. 59, § 72A. Any taxes paid by the seller prior to the closing shall not be refunded.
- ◆ The closing must occur within **one hundred twenty (120)** days from the date the parties enter into the Purchase and Sale Agreement.
- ◆ The Town shall have no obligation to purchase the property, and the Purchase and Sales Agreement will become null and void if, by way of example, and not limitation,:
 1. The Town determines at any time prior to closing that the property and/or the improvements thereon are not suitable, in the Town's discretion, for its specific needs.
 2. The information contained in the proposal proves to be inaccurate.
 3. It becomes unlawful for either party to execute the purchase and sale agreement or consummate the transaction.
 4. The Town fails to obtain approval and/or funding by an affirmative vote of Town Meeting or at the ballot box for a Debt Exclusion override.
 5. The Town finds hazardous waste or hazardous materials on the property.
 6. The Town fails to comply with the provisions of G.L. c. 30B (the Uniform Procurement Act) for acquisition of real property.
 7. The building on the property is damaged or destroyed by fire, vandalism or other casualty, or all or part of the property is taken by eminent domain by any entity.
 8. The seller fails to waive relocation benefits under G.L. c.79A and 760 CMR 27.03 for itself and all other tenants or other occupants of the property.
 9. The Town fails to obtain the proper zoning and regulatory approvals to the extent any may be necessary to use and operate the property for the Town's intended purposes.

PROPOSAL TO SELL REAL PROPERTY TO THE TOWN OF WEST BOYLSTON

ATTACHMENT A

INFORMATION FORM Page 1 of 2

1. Property Location: _____
2. Total Acres: _____; Buildable acres: _____ Unbuildable acres: _____
3. a. Amount of Frontage _____ on _____ [name of town-accepted
(# of feet) roadway]
- b. OR Describe valid easement rights over private way(s) leading to a public way duly laid out or accepted as such by the municipality or other government entity, including distance from property to public way and width of easement. Include deed references in description: _____

4. Tax Map, Lot, and Block Number: Map_____ Lot_____ Block

Tax Map, Lot, and Block Number: Map_____ Lot_____ Block

Submit a copy of the tax map(s) showing placement of the parcel(s) and a copy of the Assessors property record card(s) for that parcel(s).

5. A copy of the current deed(s) with the Registry of Deeds Book and Page reference is to be attached. Include Registry of Deeds reference or Probate Docket of at least two prior property transfers of the parcel(s).

6. Utilities already adjacent to the parcel or explanation included on how this will be accomplished: (state if included or not)

(Yes or No)

Town Water/Well	_____
Town Sewer/ Title V	_____
Electrical Power	_____
Telephone Lines	_____
Cable Access	_____

7. How is the property zoned?

8. Are there any structures on the property?

9. Is the property or any part thereof within the 100 year Flood Boundary? (If yes, provide map showing boundary)

PROPOSAL TO SELL LAND TO THE TOWN OF WEST BOYLSTON

ATTACHMENT B

PRICE PROPOSAL FORM

To the Awarding Authority:

A. The Undersigned proposes to sell the property listed in this Response to the Town of West Boylston's Request for Proposal to the Town of West Boylston Massachusetts, for the price listed below in accordance with the terms and conditions of the Request for Proposals.

Property Address: _____

Assessors map and Lot Number: _____

Registry of Deeds Book and Page: _____

B. The proposed contract price is

_____ **dollars (\$_____).**

This price includes the parcel(s) and all amenities required by this RFP.

Date: _____

Name of Proposer: _____

Signature: _____

Business Address: _____

City, State, and Zip: _____

Phone and Fax. Nos. _____

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

PROPOSAL TO SELL REAL PROPERTY TO THE TOWN OF WEST BOYLSTON

ATTACHMENT C

CERTIFICATIONS

CERTIFICATE OF NON-COLLUSION

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

Signature: _____

_____ Date

_____ Print Name & Title

_____ Company Name

CERTIFICATE OF TAX COMPLIANCE

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

_____, authorized signatory for _____
Name of individual *Name of owner*

Do hereby certify under the pains and penalties of perjury that said owner has complied with all laws of the Commonwealth of Massachusetts, and the Town of West Boylston, relating to taxes, permit or other fees, reporting of employees and contractors, and withholding and remitting child support.

_____ Signature

_____ Date

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

PROPOSAL TO SELL REAL PROPERTY TO THE TOWN OF WEST BOYLSTON

ATTACHMENT D

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, § 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Town of West Boylston
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: Sale

4. Seller(s):

Purchaser(s): Town of West Boylston

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: *If a corporation has, or will have a direct, or indirect beneficial interest in the real property, the names of all stock holders must also be listed except that, if the stock of the corporation is for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.*

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSAL TO SELL REAL PROPERTY TO THE TOWN OF WEST BOYLSTON

5. (Continued)

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individuals (s) or organization (s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed name: _____

Title: _____

Date: _____

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

PROPOSAL TO SELL REAL PROPERTY TO THE TOWN OF WEST BOYLSTON

ATTACHMENT E

CERTIFICATE OF VOTE

At a duly authorized meeting the Board of Directors of the _____
held on _____ it was

VOTED, THAT

(Name) (Officer)

of _____ be and hereby is authorized to execute contracts and bonds in
the name and on behalf of said _____, and affix its corporate seal hereto;
and such execution of any contract or obligation in the name of _____ on
its behalf by such officer under seal of _____, shall be valid and binding
upon _____.

I hereby certify that I am the clerk of the above named _____ and that
_____ is the duly elected officer as above of said _____,
and that the above vote has not been amended or rescinded and remains in full force and effect as
the date of this contract.

(Date)

(Clerk)

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

EXHIBIT A

PURCHASE AND SALE AGREEMENT

SECTION 1 -- INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT: _____, 2009

1.2 PREMISES:

Town: West Boylston, Massachusetts

Street Address:

Title Reference: Worcester South District Registry of Deeds, Book _____,
Page _____

Assessor's Map Reference: Assessors Map _____, Lot _____

1.3 SELLER:

Address:

Seller's Attorney:

Address:

Phone:

Fax:

1.4 BUYER: Town of West Boylston

Address: West Boylston Town Hall, 127 Hartwell Street, West
Boylston, MA 01583

Buyer's Attorney: Shirin Everett, Esq.

Address: Kopelman and Paige, P.C., 101 Arch St., Boston, MA
02110

Phone: (617) 556-0007 Fax: (617) 654-1735

1.5 PURCHASE PRICE: Total Sum of _____ (\$_____),
paid at the time of delivery of the Deed (the "Closing") by certified or bank check or
municipal treasurer's check

1.6 CLOSING DATE: _____ at Noon. Time is of the
essence.

1.7 PLACE: Worcester South District Registry of Deeds

1.8 TITLE: Quitclaim Deed

1.9 BROKER: None

1.10 WARRANTIES

Except as set forth otherwise in this Agreement, the following representations and warranties are made by Seller as of the Date of this Agreement and also as of the time of the delivery of the deed (modify as appropriate):

None

UNLESS OTHERWISE NOTED IN AN APPENDIX, THE FOLLOWING PROVISIONS SHALL APPLY:

SECTION 2 -- GENERAL PROVISIONS

2.1 Covenant. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

2.2 Buildings, Structures, Improvements, Fixtures. Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to SELLER and used in connection therewith.

2.3 Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the assignee or nominee designated by BUYER by written notice to SELLER at least seven calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement; and
- (e) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for general municipal purposes, including, without limitation, for office space purposes.

2.4 Deed; Plans. SELLER shall be responsible for drafting the deed. If said deed refers to a plan necessary to be recorded therewith SELLER shall deliver such plan with the deed in a form adequate for recording or registration.

2.5 Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

2.6 Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 2.3 hereof. BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

2.7 Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty calendar days.

2.8 Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

2.9 Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then SELLER shall, unless SELLER has previously restored the Premises to their former condition, either

- (a) pay over or assign to BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amount reasonably expended by SELLER for any partial restoration.

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

2.11 Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in accordance with customary conveyancing practices.

2.12 Adjustments. Taxes for the then current fiscal year shall be adjusted in accordance with G.L. c. 59, § 72A. Any taxes paid by SELLER prior to the closing shall not be refunded. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

2.13 Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. BUYER and SELLER agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

2.14 Contingencies. BUYER'S performance hereunder is, at BUYER'S option, expressly subject to the following conditions:

- (a) BUYER obtaining a favorable vote of Town Meeting in the Town of West Boylston authorizing the BUYER to acquire the premises for the consideration stated herein and upon the terms set forth in this offer and authorizing the appropriation of sufficient funds for that purpose and approval at a town election of a debt exclusion pursuant to G.L. c. 59, § 21C, so-called proposition 2 ½, for this purpose;
- (b) BUYER shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property;
- (c) SELLER shall have complied with the disclosure provisions of G.L. c.7, §40J, and SELLER and BUYER agree to diligently pursue full compliance with said statute. SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7, §40J;
- (d) SELLER shall have obtained written waivers of any right to claim relocation benefits under the provisions of G.L. c.79A and 760 CMR 27.03 from all occupants of the Premises and SELLER shall represent and warrant in writing at closing that all such waivers have been provided as to all occupants. SELLER hereby agrees to waive any

rights SELLER may have to relocation benefits under the provisions of M.G.L. c. 79A;

- (e) BUYER shall have inspected the Premises and be satisfied with the condition thereof; and
- (f) Any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by BUYER.

Provided, however, that if any of the foregoing conditions are not satisfied by _____, 2009, BUYER shall have the option of extending the closing date until such conditions are satisfied, and further provided that the closing date shall not be extended beyond _____, 2009, provided that BUYER shall give SELLER three days written notice of its exercise of this option and shall give SELLER ten days written notice of the new closing date.

2.15 Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this agreement with respect to title unless:

- (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises;
- (b) title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;
- (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises;
- (d) the Premises abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located.

2.16 Affidavits, etc. SELLER agrees at the closing to execute a statement under oath to any title insurance company issuing a policy to BUYER and/or BUYER'S lender and/or BUYER individually to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as provided herein; (2) SELLER has no knowledge of any work having been done to the Premises which would entitle anyone now or hereafter to claim a mechanics' or materialmens' lien on the Premises, and SELLER agree to indemnify and hold harmless the title insurance company for any losses, costs, or damages sustained as a result of issuing a policy without exceptions covered by such representations; (3) that SELLER is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA); and (4) such other forms as are reasonably necessary to satisfy BUYER or BUYER'S lender.

2.17 Title Standards. Any matter or practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

2.18 Hazardous Materials. SELLER shall provide BUYER with information of any past or current release or threat of release, or the presence of "hazardous materials" and "oil" on the Premises, as such terms are defined in G.L. c. 21E, and copies of all environmental tests, studies, and assessments relating to the Premises and copies of all notices of noncompliance or responsibility received from the Department of Environmental Protection or any other federal, state, or local governmental body. The provisions of this paragraph shall survive the delivery of the deed.

2.19 Representations and Warranties. SELLER represents and warrants to BUYER that, to the best of SELLER'S knowledge, information and belief, (i) there has been no release of any hazardous materials or oil on, from or near the Premises (as used in this agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L.c.21E), (ii) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises and (iii) chlordane has not been used as a pesticide on the Premises.

2.20 Inspection Rights. BUYER or BUYER'S agent(s) shall have the right, at any time, to enter the premises at BUYER'S own risk for the purposes of conducting surveys, inspections and tests, and environmental site assessments, including testing building, mechanical, and plumbing systems of the building on the premises. BUYER, to the extent permitted by law, shall hold SELLER harmless against any claim by BUYER of any harm to BUYER arising from said entry and shall restore the premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER'S performance hereunder is expressly conditional, at BUYER'S option, upon BUYER being satisfied with the condition of the premises and the building thereon and on not having found on the premises any hazardous waste or hazardous material. In the event hazardous waste or hazardous material is found, or BUYER is not satisfied with the condition of the premises or the building, BUYER shall have the right, to be exercised in its sole and absolute discretion, to (a) terminate this agreement, whereupon all the rights and obligations of the parties shall cease, or (b) provide SELLER with the option, to be exercised in SELLER'S sole discretion, to repair the condition of the premises/building and/or remediate such hazardous condition, with SELLER paying all of the costs of repair/remediation. If BUYER requests SELLER to repair the premises/building and/or remediate the hazardous condition, and SELLER elects to undertake the same, BUYER shall perform under the terms of this agreement, provided, however, that SELLER repairs the premises/building to BUYER's reasonable satisfaction and/or remediates the hazardous condition within a reasonable time and in full compliance with all applicable laws, rules, and regulations; otherwise this agreement shall be null and void and of no further effect between the parties. Nothing herein shall affect BUYER'S rights under this agreement to walk through and inspect the premises at any time prior to the delivery of the deed.

2.21 Notices. Any notice required or permitted to be given under this agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by Federal Express or other similar courier service, or (c) by facsimile:

In the case of BUYER: West Boylston Town Hall
127 Hartwell Street
West Boylston, MA 01583
Attention: Town Administrator
Phone: (508) 835-3490
Fax: (508) 835-4102

with a copy to: Shirin Everett, Esq.
Kopelman and Paige, P.C.
101 Arch Street
Boston, MA 02110
Phone: (617) 556-0007
Fax: (617) 654-1735

In the case of SELLER:

with a copy to:

2.22 Closing. The deed and other documents required by this agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. SELLER'S proceeds may be in the form of a Town Treasurer's check, and the check shall be held in escrow by SELLER'S attorney who shall release the check to SELLER only following the recording of the deed.

2.23 Condition of Premises at Closing. SELLER agrees to deliver the Premises at the time of delivery of SELLER'S deed in a condition substantially similar to its condition at the time of the signing of this agreement, removing all of SELLER'S personal property therefrom which is not being sold to BUYER, or left for its benefit, as consented to by it.

2.24 Casualty. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity, then at BUYER'S sole option, this agreement may be terminated.

2.25 Release by Husband or Wife. SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.

2.26 Liability of Trustee, Shareholder, Fiduciary, etc. If SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

2.27 Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

2.28 Smoke Detectors. SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said Premises are located stating that said Premises are equipped with approved smoke detectors in conformity with applicable law.

2.29 Septic System. If the Premises are served by a subsurface sewage disposal system, SELLER shall deliver a Title V Certificate to BUYER at the closing, indicating that the on-site septic system serving the premises complies with the provisions of Title 5.

2.30 Captions. The captions and headings throughout this agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this agreement, nor in any way affect this agreement, and shall have no legal effect.

2.31 Taxpayer I.D. SELLER represents that SELLER's taxpayer I.D. number is as follows:

_____.

In Witness whereof, the parties hereto sign this agreement under seal as of this _____ day
of _____, 2009.

Seller:

Buyer: Town of West Boylston,
By its Board of Selectmen
