

# Request for Proposals

## **All-Options RFP**

**For The**

**NICHEWAUG INN & ACADEMY PROPERTY**

**On The Town Common**



**Town of Petersham, Massachusetts**

November 6, 2017

**All-Options RFP for the  
NICHEWAUG INN & ACADEMY PROPERTY**

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## **SECTION I            GENERAL**

The Town of Petersham (the "Town") requests proposals to purchase or acquire the Nichewaug Inn and Academy Property located at 25 Common Street on the historic Common in Petersham, Massachusetts. Proposals shall be received no later than 11:00 a.m. on Friday, the 19<sup>th</sup> of January, 2018 in the Office of the Town Selectboard, 3 South Main Street, Petersham, Massachusetts 01366.

In 2016 the Town hired a team led by Ted Carman from Concord Square Planning & Development based in Boston to “*investigate fiscally sound options for the future use, development, redevelopment, disposition, and/or sale*” of this town-owned property. The final report and associated materials are posted on the Nichewaug page on the Town’s website, <http://www.townofpetersham.org/>. In the spring of 2017 the Town contracted for the abatement and removal of asbestos and other hazardous materials in the building. This project is currently scheduled to be completed in December, 2017.

Through this “All-Options” Request For Proposals, the Town of Petersham is seeking a new owner and use for this property. Specifically, the Town is “*soliciting specific proposals for the future use, development, redevelopment, disposition, and/or sale*” of this property. The “All-Options” refers to a range of use and development options, from proposals that may involve total demolition to proposals seeking to redevelop all or parts of the existing structure. The Town reserves the right to reject all proposals received and/or to extend the proposal submission deadline.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts for sale or disposition must be awarded in accordance with the requirements of this Request for Proposals.

## **SECTION II            BACKGROUND**

### **About Petersham**

The Town of Petersham is a geographically-large, rural town in northwestern Worcester County with 1,234 residents according to the 2010 census. Part of the Town is within the Quabbin Reservoir Reservation that supplies Boston’s drinking water. Petersham is 29 miles northwest of Worcester, 41 miles north-northeast of Springfield and 66 miles west of Boston. The Petersham Historic District was established in 1967, the eighth town in the Commonwealth to establish a Historic District. The Petersham Common Historic District was listed on the National Register of Historic Places in 1982. Please visit the Town of Petersham’s website to learn more about the Town.

Institutions located in Petersham include three religious orders and Harvard University’s Harvard Forest, a prominent research and educational facility. Recent changes in Town include the 2014 re-opening of the historic Petersham Country Store (open 7 days) on the Town Common and the 2017 opening of a Heywood Healthcare facility, Quabbin Retreat, involving operation of a drug rehabilitation facility 2 miles north of the town center. In

recent years the Town has been working to create a fiber-optic broadband network for Petersham and, this fall, signed a contract for the design and installation of a state-of-the-art, high-speed internet network (50 Megabytes up and down) that is expected to become operational in 2018 and should be finished town-wide in 2019.

### **The Nichewaug Inn & Academy Property - The Building and the Land**

The prominent property being offered in this RFP faces the northwestern part of the Petersham Town Common (25 Common Street, now Parcel Number 116 on the new Assessors' Map <https://www.axisgis.com/petershamMA/>) in the Historic District. The current assessment of the property is listed as \$601,800. The Town Center is 6 miles south of Route 2 (Exit 17). The Nichewaug property lot totals 6.6 acres, is largely level and has frontage on Common Street and North Main Street. The original shingle-style Inn building was designed by Stone, Carpenter & Willson, an architectural firm from Providence, and was built in 1899. The Inn has views across the Common at the Petersham Historical Society building and towards the Trustees of Reservations' North Common Meadow property and further to the east towards Mount Wachusett.

Sometime during the building's first two decades, the original Inn building footprint was expanded by over 1,100 square feet (later referred to as the 'Mother Superior' wing) southward towards the immediately adjacent Petersham Memorial Library (also designed by Stone, Carpenter & Willson). A detached three-car garage was built behind the Inn in 1940. A large brick-clad, academic building was built out from the back of the Inn when it was converted into a girls parochial boarding school in 1952. This addition more than doubled the 'footprint' of the original shingled Inn building; the current building has almost 100,000 square feet. The upper floors of the Inn section contain numerous bedrooms while the Academy wing has a number of large classrooms and several dormitory rooms. The parochial school closed in 1973. The property has not been occupied for several decades. The building is unheated and the electricity has been shut off. Minimal maintenance has been done since the Town took ownership.

A plot plan (property survey) is posted on the Town's website. A complete set of floor plans for the present building were prepared recently and are available. There are no town water or town sewer services in Petersham and the current water and septic systems at the property are not code compliant. Much work has been done assessing the existing conditions of the Nichewaug Inn and Academy building and the 6.6 acre site, and a number of reports, including Ted Carman's 2016 *Market and Feasibility Analysis Final Report*, can be found on the Town's web site at <http://www.townofpetersham.org/> under the 'Town Business' tab and then under 'Nichewaug Property'. A list of many of the materials posted on the Town's Nichewaug Property web page can be found in the 'Resources Available' section below.

### **The Town's History with the Nichewaug Inn & Academy Property – 2007 to 2015**

The Town acquired the property in 2007. Several years of volunteer committees gathered information on the buildings and site but a new future for the property did not emerge. At a Special Town Meeting in 2010 the Town voted to demolish the building (149 yes, 2 no) pending the receipt of a demolition grant that was subsequently not received. In 2014 the

Selectboard voted to declare the Nichewaugh Inn property a surplus property as required under MGL Chapter 30B.

At a Special Town Meeting in September 2015 there were five warrant articles concerning this property. Voters rejected a warrant article seeking full redevelopment of the entire property (proposing 38 units of condominium housing) by a developer who had responded to an RFP posted in 2014 (160 no, 67 yes). Town Meeting did not pass by the required two-thirds margin separate warrant articles for total demolition (115 yes, 106 no), for partial demolition (79 yes, 73 no), or for just the abatement of hazardous materials in the building (77 yes, 66 no).

During the Town's ownership, a community garden has been operating for several years on the section of the property behind the Library and the Petersham Fire Department is storing three historic fire engines in the detached three car garage.

#### **Consultant - Ted Carman of Concord Square Planning & Development - 2016**

The last Nichewaugh Warrant Article at the September 2015 Special Town Meeting was to authorize the Selectboard to hire a consultant to guide the Town. The motion that passed by a large margin (10 opposed) read as follows.

*That the town “vote to authorize the Selectboard to hire a consultant to work with the community: to investigate fiscally sound options for the future use, development, redevelopment, disposition, and/or sale of the Town-owned property located at 25 Common Street, ....; to evaluate how the property could help address the water and septic needs of the adjacent Petersham Memorial Library; to identify relevant grant and other funding opportunities; and to prepare a plan for this property presenting various options prior to September 30, 2016.”*

The Selectboard received three proposals from consultants and then in 2016 hired a team led by Ted Carman from Concord Square Planning & Development based in Boston. As part of the project four public meetings were held to solicit input from residents as well as Town boards (e.g. Planning Board, Historic District Commission, and Board of Health) and Town departments. The consultant was charged with evaluating possible uses, researching the economic feasibility of the Nichewaugh property for the possible uses, and making recommendations to the Town.

The consultant created six conceptual scenarios of varying residential density. Ted Carman's ***Market & Feasibility Analysis Final Report*** (Executive Summary, final PowerPoint presentation and financial *pro formas* for the 6 scenarios totaling 154 pages) and other materials associated with this consultant project are all posted on the Town's web site at <http://www.townofpetersham.org/> under 'Town Business' and then under 'Nichewaugh Property'.

Carman's report looked at the water and sewer situation at the property. In Petersham there are no town water or sewer systems. However options are possible in developing water and septic for this site depending on the usage, desired capacity, and cost. For

residential use, the previously-used large well may still be able to be used (if the water quality is still acceptable) for 12 bedrooms or less (it would be considered a private well under local control) and two private wells may possibly be sited on the 6.6 acre parcel for two separate buildings. Over 12 bedrooms using one well would necessitate a Public Water Supply well and would require a state DEP permit and appropriate Zone 1 Protection Area.

#### **Abatement and Removal of Asbestos and Hazardous Materials at Nichewaug - 2017**

The Town is currently paying for the abatement and removal of the hazardous materials on the property. At a Special Town Meeting in December, 2016, there were four Nichewaug warrant articles. The two articles to fund total demolition (53 yes, 207 no) or partial demolition (38 yes, 212 no) of the Nichewaug Inn building did not pass. Petersham voters did pass (270 yes, 1 no) an article to fund the abatement and removal of asbestos and other hazardous materials in the Nichewaug Property, subject to a debt exclusion ballot vote. During the Annual Town Election in March, 2017, the Nichewaug Inn Debt Exclusion ballot question for part of the necessary funding was passed by Town voters with 74% of the vote (132 yes, 46 no). Associated Building Wreckers of Springfield, the lowest bidder during the Town's bidding process during the summer of 2015, signed a contract with the Town in April and the abatement work began in May, 2017. All the asbestos (e.g. in floor tiles, ceiling covering, and pipe wrap insulation) and other hazardous materials (e.g. PCB caulking, and mercury light tubes) documented on-site are being removed. This project is currently scheduled to be completed in December, 2017. All underground storage tanks have been removed in prior years and there are no other hazardous materials issues known by the Town.

#### **This All-Options RFP for Purchase or Disposition of the Nichewaug Property**

The other Nichewaug warrant article that was approved at the December 2016 Special Town Meeting authorized the Selectboard to issue an *All-Options Request For Proposals* for possible disposition and use of the site. The vote was 240 in favor to 6 opposed. The vote was “ *to authorize the Selectboard to issue an all-options Request For Proposals soliciting **specific proposals for the future use, development, redevelopment, disposition, and/or sale of the Town-owned property located at 25 Common Street, Assessors' Map Parcel Number 48** [Note: this parcel was re-numbered in 2017 to No. 116], for a financially sound option involving redeveloping all or portions of the building or for developing the vacant 6.6 acre +/- parcel; and upon the recommendation of the Selectboard, the best qualified resulting proposal(s) to be presented for consideration at a future Town Meeting.*”

The “All-Options” refers to a range of use and development options, from proposals that may involve total demolition to proposals seeking to redevelop all or parts of the existing structure. Thus, the Selectboard is now seeking proposals that would be compatible with the Town of Petersham in terms of their impact on the community and the Town's character, and reflecting an awareness of the property's location in the Petersham Common Historic District.

There is interest by some residents, and a favorable vote of the library trustees, in having redevelopment of the Nichewaug Property assist the adjacent Petersham Memorial Library in addressing its water and septic needs given the small parcel upon which the public

library is located. Others have expressed interest in seeking some housing units affordable to seniors in the Town so that they might have an in-town option as they age.

### **Resources Available to Interested Parties**

As noted above, a number of reports can be found on the Town's web site at <http://www.townofpetersham.org/> under the 'Town Business' tab and then under 'Nichewaug Property'. The materials posted on the Town's Nichewaug Property web page include:

- Ted Carman's Market & Feasibility Report (2016) - 154 pages
- Site/Property Plan of the 6.6 acres
- Floor Plans\*
- Building Elevation Plans for the Inn Building\*
- A Brief History of the property
- Property Photographs\*\*
- Past Environmental Site Assessment reports
- Letter summarizing the 2017 hazardous materials abatement work from the Town's third party monitor, Wilcox & Barton  
(Note: This letter *will be posted* as soon as the work is complete)

\* Please note that also available are recent CAD drawings of the floor plans that can be emailed upon request.

\*\* There are also other historic and current photos of the building.

The first site visit/walk-through to view the building and grounds is scheduled for 1:00 PM on Monday, November 27, 2017. A second site visit/walk-through is scheduled for 11:00 AM on Monday, December 11, 2017, if there is sufficient interest. Proposers are strongly encouraged to attend a site visit. All interested parties should pre-register for the site visit/walk-through with the Town's Administrative Coordinator at least three days prior to the site visit by calling 978-724-3353 or by emailing Steven Boudreau at [stevenboudreau391@gmail.com](mailto:stevenboudreau391@gmail.com).

### **Community Support**

It should be recognized by any interested party that a two-thirds vote at a Town Meeting will be required for conveyance of the property by the Town. So, seeking to build community consensus about a new future and use for this property is an important component of any proposed plan. Finalists shall be expected to attend a Selectboard meeting to present their proposed project and to answer questions that residents might have.

All questions regarding this Request for Proposals may be directed to Henry Woolsey, Vice Chair of the Petersham Selectboard at [henrywoolsey@verizon.net](mailto:henrywoolsey@verizon.net) or 978-771-2173.

### **SECTION III KEY DATES FOR THIS REQUEST FOR PROPOSALS**

The following is a schedule of the dates set forth in this RFP and an anticipated schedule for the evaluation and consideration of proposals received.

#### **2017/2018 - RFP Release and Proposal Submission Schedule**

Mon., Nov. 6	<u>Release of RFP</u> for publication, posting, and public distribution.
Mon., Nov. 27	First Site Visit/ <u>Walk-thru</u> of Nichewaug Inn & Academy building for interested pre-registered parties.
Mon., Dec. 11	Second Site Visit/ <u>Walk-thru</u> of Nichewaug Inn & Academy building for interested pre-registered parties.
Fri., Jan. 19	<u>Deadline to receive Proposals</u> in response to Nichewaug Inn RFP Proposals due by 11:00 AM at Town Selectboard Office. Proposals shall be opened publicly in the presence of one or more witnesses on January 19, 2018 at 11:15 AM.
Tues., Jan. 23	Selectboard acknowledges Proposals received, and Town proceeds to post them on Town's website. Selectboard appoints a Nichewaug Inn Proposal Evaluation Committee (NIPEC).

#### **2018 - Anticipated Schedule For Proposal Evaluation**

Jan. / Feb.	NIPEC to evaluate proposals received. Public information meetings held jointly by NIPEC & Selectboard. (Finalists shall be expected to attend a Selectboard meeting to present their proposed project and to answer questions that residents might have.)
March	NIPEC Recommendations submitted to Selectboard. Selectboard to consider finalists' proposals and/or next steps for Town Meeting consideration.
April	Drafting of Nichewaug Inn Warrant Articles for Town Meeting.
About May 1 <sup>st</sup>	Deadline for Annual Town Meeting Warrant Articles.
June 4	Annual Town Meeting - consideration of Nichewaug Inn Warrant Articles. (If approved by voters, the Selectboard would be authorized to enter into negotiations to proceed.)

## SECTION IV            PROPOSAL INSTRUCTIONS

1. Attention is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended, which govern the award of any contract.
2. All proposals shall be submitted to the Selectboard Office, Town of Petersham, 3 South Main Street, P.O. Box 486, Petersham, Massachusetts 01366 on or before 11:00 AM on Friday, January 19, 2018. One electronic copy and six hard copies of the proposal shall be submitted. Proposals must be received by the date and time outlined in the Legal Advertisement. It is the sole responsibility of the Proposer to insure that the proposal arrives on time and at the designated place.
3. All proposals must be placed in a sealed envelope marked:  
PURCHASE OR ACQUISITION OF THE NICHEWAUG INN PROPERTY.
4. Proposals shall provide all the information required in this Request for Proposals and the attached forms, and may include additional information such as narrative summaries, business brochures, letters of recommendation, etc.
5. The proposals shall be opened publicly in the presence of one or more witnesses on Friday, January 19, 2018 at 11:15 AM.
6. All proposals shall be submitted both in hard copy and electronic format (thumb drive or CD, not e-mail) and must be completed according to the instructions contained herein and format described in Section V.B. The Proposer shall sign the proposal in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal must sign the document.
7. It is understood that the Proposer's Proposal to the Town of Petersham to purchase or acquire the property shall remain valid for 160 days past the submission deadline, unless extended by mutual agreement.
8. It is understood that the Proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Non-Collusion Certificate attached (Exhibit B).
9. The Nichewaug Inn Proposal Evaluation Committee shall evaluate the proposals and shall submit written recommendations to the Petersham Selectboard, who in turn shall determine which proposal(s) to present at Town Meeting for consideration and possible acceptance.
10. The Town reserves the right to reject any and all proposals if it is in the best

interests of the Town to do so. The Town also reserves the right to waive any minor informality in or omission from a proposal, and may request Proposers to provide supplementary information to assist the evaluation committee.

11. Any contract for purchase or acquisition of the Property resulting from this RFP shall be awarded to the Proposer whose Proposal is deemed to be in the best interests of the Town taking into account the evaluation criteria contained in this RFP. The Town will be the sole judge in determining whether the proposal satisfies the requirements of this RFP and whether or not the proposal is in the best interests of the Town. The successful Proposer will be bound to the terms of the submitted proposal as well as the terms and provisions of all documents listed or referred to thereunder, which shall be incorporated into a Purchase and Sale Agreement substantially in the forms attached to this RFP.
12. All Proposers shall be notified of the selection decision.

## **SECTION V PROPOSAL SUBMISSION**

### **A. SUBMISSION REQUIREMENTS**

The evaluation committee shall reject proposals which do not meet the following minimum requirements:

1. The proposal must provide a list of the names and titles of personnel who will be assigned to represent the proposer in its dealings with the Town.
2. The proposal shall be from an established business, corporation, partnership, firm, organization or individual and must be signed by a duly authorized representative.
3. The proposal shall comply with all items specified in Section IV, Proposal Instructions, and shall address all requirements specified in Section V, Proposal Submission.

In addition to the above requirements, the proposals should include the following information and attachments, clearly identified and indexed. Proposers are advised to describe how each submission addresses the Comparative Evaluation Criteria found in Section VI.

4. Description of Use. The proposal shall include a description of the use, and how the proposed use(s) could complement and/or enhance the character of the Town of Petersham and the historic town center.
5. General Site and Building Plan. The proposal shall include a basic site and building plan depicting proposed construction and/or demolition and a preliminary layout, such as water, septic, parking, and similar site features in sufficient detail to demonstrate development intent.
6. Owner/Developer Credentials. The proposal shall include the credentials of the

developer and development team including identification and description of prior experience with redevelopment of other properties.

7. **Owner/Developer Resources.** The proposal shall include evidence that the developer has adequate financial resources to complete the project (e.g. proposed sources of funds), sufficient staff resources and prior experience in undertaking projects of comparable size and character.
8. **Financial Package.** A business pro-forma illustrating anticipated capital and operating expenses and projected revenues for the project for the subsequent five (5) years after acquisition, as well as evidence of conditional financing commitments, shall be submitted.
9. **Purchase Price.** A minimum price offering has not been set for the building and property in order to encourage Proposers to offer a price appropriate to the value of the property for the use being proposed.
10. **Estimated Tax or PILOT Payments.** The proposal shall include an estimate of completed property value and annual tax payments, payments in lieu of taxes (PILOT) if applicable, and other economic benefits to the Town.
11. **Community Amenities.** The proposal shall include what the Proposer expects to provide as community amenities, if any: for example, the possible use of meeting spaces by Town groups; possible availability of community garden plot; and/or assistance with the Petersham Memorial Library's water and/or septic needs.
12. **Impact to the Town.** The proposal shall illustrate and comment upon possible impacts to the Town from the development proposed. Impacts to be considered include, but are not limited to, visual appearance, traffic, noise and lighting.
13. **Schedule for Project Implementation.** An estimated timeline for pursuing the project shall be submitted and must include an estimated schedule for completion of project milestones such as execution of the Purchase and Sale Agreement; completion of site and building redevelopment plans, and estimated start of and completion of construction.

## **B. SUBMISSION FORMAT**

All proposers must supply each of the following items in the order set forth below and label the Proposal as outlined in Section IV.3:

1. Cover Letter including name of organization, address, email, and telephone number, signed by a duly authorized representative.
2. Proposal addressing all submission requirements from Section V.A and description of how each submission addresses the Comparative Evaluation Criteria outlined in Section VI.

3. Proposed conceptual site plan, including wells, septic, and parking areas.
4. Ownership information and certificate of non-profit status, if applicable.
5. A copy of current financial statements (e.g. current balance sheet and income statement, tax returns or forms submitted in lieu of taxes to the Internal Revenue Service, as applicable.) To ensure confidentiality, this financial information may be submitted in a separate envelope which, although part of the proposal, will be kept in a separate file for the NIPEC to review.
6. Bank reference(s), including contact person, telephone number, and permission letter to release information upon request by the Selectboard.
7. Qualifications and experience of key personnel including resumes.
8. Three references that attest that the Proposer can sustain uses outlined in its proposal.
9. Completed Exhibits B through E.

## **SECTION VI            PROPOSAL EVALUATION**

An evaluation committee of 3-to-5 members shall be appointed by the Selectboard. The top proposer(s) will be expected to attend a joint meeting of the Petersham Selectboard and the Nichewaug Inn Proposal Evaluation Committee (NIPEC) for an interview. The NIPEC shall evaluate all proposals received and shall make written recommendations to the Petersham Selectboard with regards to one or more suitable proposals.

The evaluation committee shall use the comparative criterion for each separate rating area, and based upon those criteria, shall assign an overall rating to each proposal as permitted under Chapter 30B. Each of the seven (7) criteria contains ratings of:

**Not Advantageous**  
**Advantageous**  
**Highly Advantageous**

The Town will determine the most advantageous proposal(s) from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in this Request For Proposals. After receiving the written recommendations of the Nichewaug Inn Proposal Evaluation Committee, the Selectboard may recommend to Town Meeting the sale or disposition of the property to the Proposer whose proposal is determined by the Selectboard to be in the best interests of the Town. The Selectboard reserves the right to reject any and all proposals it deems not to be in the best interests of the Town of Petersham.

## Comparative Evaluation Criteria

### 1. Experience

Proposer should demonstrate in the proposal the history of its experience with other development and/or redevelopment/adaptive reuse projects. Clearly define and qualify the experience your organization has in project development.

**Not Advantageous** - Development of zero (0) or one (1) project within the past ten (10) years.

**Advantageous** - Development of two (2) or three (3) projects within the past ten (10) years.

**Highly advantageous** - Development of four (4) or more projects within the past ten (10) years.

### 2. Financial Capability

Proposer should provide clear and complete financial reports demonstrating its ability to purchase the property and to successfully develop the Property for its intended use.

**Not Advantageous** — Proposer does not demonstrate its financial ability to develop the project in accordance with the Proposal.

**Advantageous** — Proposer demonstrates adequate financial ability to develop the project in accordance with the Proposal.

**Highly Advantageous** — Proposer has provided clear and complete financial reports demonstrating its ability to develop the project in accordance with the Proposal.

### 3. Response to Proposal Requirements –

Proposers shall demonstrate the compatibility of their proposal with the character of the Town of Petersham and the historic town center, and the ability to address property development issues such as water, septic and parking issues.

**Not Advantageous** — Proposal does not provide a suitable means of addressing proposal requirements of Town compatibility and property development issues from Section V.

**Advantageous** — Proposal adequately addresses Town compatibility and property development issues from Section V.

**Highly Advantageous** — Proposal thoroughly addresses Town compatibility and property development issues from Section V.

4. **Response to Proposal Requirements – Other**

Proposals shall be evaluated on the content, organization and presentation of their proposal, the responsiveness of the proposer during interviews, and review of the proposer’s references.

**Not Advantageous** — Proposal is vague. Town is unable to determine if the proposal is consistent with expressed needs or project intent.

**Advantageous** — Proposal is adequate in presentation of information, appears consistent with project intent and responds to needs expressed by the Town in all areas.

**Highly Advantageous** — Proposal is very thorough, appears consistent with project intent, and responds well to needs expressed by the Town in all areas.

5. **Financial Benefit to the Town of Petersham**

Economic benefit to the Town, directly (e.g. real estate taxes or payments-in-lieu-of-taxes) &/or indirectly (e.g. jobs generated, businesses supported).

**Not Advantageous** — Proposal provides a financial benefit for Town residents and taxpayers that is well below benefits in other proposals.

**Advantageous** — Proposal provides a modest financial benefit for Town residents and taxpayers including a modest purchase price and estimated annual tax payments or payments-in-lieu-of-taxes.

**Highly Advantageous** — Proposal provides a strong financial benefit for Town residents and taxpayers including a competitive purchase price and estimated annual tax payments or payments-in-lieu-of-taxes.

6. **Benefits to the Town of Petersham**

**Not Advantageous** – Proposal contains uses that are not compatible with the Town, may cause adverse impacts, and do not fit with the Town’s character or the Petersham Common Historic District.

**Advantageous** – Proposal contains uses that are partially compatible with the Town. Proposal causes minimal adverse impacts from visual appearance, traffic, noise, lighting or other causes. The proposal fits somewhat with the Town’s character and the Petersham Common Historic District.

**Highly Advantageous** – Proposal contains uses that are compatible with the Town. Proposal will not cause adverse impacts from visual appearance, traffic, noise, lighting or other causes. The proposal fits with the Town’s character and the Petersham Common Historic District.

7. **Intended Uses to be Developed over a Specified Period of Time**

**Not Advantageous** — Proposal does not demonstrate experience with providing the proposed uses or does not provide an indication of the estimated time of completion.

**Advantageous** - Proposal demonstrates the experience for providing the proposed uses, but substantial completion of the project will require more than two years.

**Highly Advantageous** — Proposal demonstrates clear experience for providing the proposed uses and the commitment to substantial progress towards completion of the project within two years.

**SECTION VII      FORMAT OF RESPONSE**

To assure consistency, Proposals should conform to the sample format and references as shown in Section V.B. Failure to submit a proposal in a format deemed to be close to the one found in Section V.B may be grounds for determining the proposal to be non-responsive.

**NOTICES**

Any notice from the successful Proposer to the Town relating to the Proposal shall be delivered to the Town Administrative Coordinator who will forward such notice to the Selectboard.

Steven Boudreau, Administrative Coordinator  
Town of Petersham,  
3 South Main Street  
P.O. Box 486  
Petersham, MA 01366  
Tel. 978-724-3353  
[stevenboudreau391@gmail.com](mailto:stevenboudreau391@gmail.com)

**Exhibit A**

PURCHASE AND SALE AGREEMENT

1. Information and Definitions

(a) DATE OF AGREEMENT: \_\_\_\_\_, 2018 (“Commencement Date”)

(b) PREMISES: A parcel of land with the improvements thereon located \_\_\_\_\_ in Petersham, Massachusetts, and described in a deed recorded with the Worcester District Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

(c) SELLER: **Town of Petersham**

Address: Town Hall, 3 South Main Street, Petersham, MA 01366

Seller’s Attorney:

Address: KP Law, P.C., 101 Arch Street, Boston, MA 02110

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

(d) BUYER:

Address:

Buyer’s Attorney:

Address:

Phone: Fax:

(f) CLOSING DATE: \_\_\_\_\_, Time is of the essence.

(g) PLACE: Worcester County Registry of Deeds (the “Registry”) at 11 a.m., or a closing by mail, at Seller’s election.

(h) TITLE: Quitclaim Deed

2. COVENANT. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. Included in the sale as a part of the Premises are the buildings and fixtures belonging to Seller and used in connection therewith.

4. TITLE DEED. Said Premises are to be conveyed by a quitclaim deed running to Buyer, 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) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed, except as provided in Section 12;
- (d) Any liens for municipal betterments assessed after the date of this Agreement; and
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said Premises for residential purposes.

5. PURCHASE PRICE. The agreed purchase price for said Premises is the conveyance to Seller of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), of which:

\$	was paid by Buyer as proposal security;
\$	shall be paid today which shall constitute the deposit under this Agreement; and
\$	are to be paid at the time of delivery of the deed by certified, or bank check or by wire transfer, at Seller's discretion.
_____	
\$	TOTAL

6. PLANS. If said deed refers to a plan necessary to be recorded therewith Buyer shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.

7. POSSESSION AND DELIVERY 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 and damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 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 Section.

8. 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 in accordance with clause 8 above, 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 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, unless Seller elects, in its sole discretion, to 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, in which event Seller shall give written notice thereof to Buyer at or before the time for performance hereunder. In no event, however, shall reasonable efforts require Seller to expend more than \$1,000.00,

including attorneys' fees. Seller's obligations hereunder are subject to the availability and appropriation of funds to fulfill Seller's obligations.

9. 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, 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.

10. 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.

11. ACCEPTANCE OF DEED. The acceptance of a deed by Buyer 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.

12. ADJUSTMENTS. A payment in lieu of taxes shall be paid in accordance with G.L.c.44, §63A, as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.

13. DEPOSIT. All deposits made hereunder shall be held in escrow by the Town Treasurer, as escrow agent, in a non-interest bearing account, and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by Seller and Buyer. Interest shall follow the deposit.

14. BUYER'S DEFAULT; DAMAGES. If Buyer shall fail to fulfill Buyer's Agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default under this Agreement because it is impossible to exactly calculate the damages which would accrue to Seller in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section.

15. LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY. 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.

16. 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 the delivery of the deed.

17. TITLE INSPECTION PERIOD. Buyer agrees to have the record title to the Premises examined and to cause a title insurance company licensed to do business in Massachusetts issue a commitment for an owner's title insurance policy in an ALTA form at normal premium rates with respect to the Premises and to furnish a copy of the same to Seller by 5:00 p.m. on \_\_\_\_\_, which date is \_\_\_\_\_ (\_\_\_\_\_) days from the Commencement Date (the "Inspection Period"). The foregoing obligation of the Buyer to secure a commitment for title insurance shall not be construed as requiring Seller to satisfy any of the title conditions or requirements for the issuance of the policy or to correct any of the exceptions shown in such commitment, but is merely being furnished to Seller to apprise Seller of defects in title to the Property as of the effective time and date of the commitment and the requirements for the issuance of the policy. If the facts disclosed in the policy are inconsistent with the provisions of Section 4 of this Agreement (quality of title), Seller shall cure said defect as provided in Section 8 of this Agreement. If Buyer fails to raise objection as to title matters disclosed in the commitment as of the effective date of the commitment on or before the close of the Inspection Period, in writing to the Seller, then Buyer shall be deemed to have waived all objections to such matters as of the effective date of the commitment. Buyer shall be entitled to have a title update through the time for performance of this Agreement to confirm that the status of the title has not changed since the date of the title commitment.

18. CONTINGENCIES. Buyer's and Seller's obligations to close are subject to the satisfaction at or before the closing of all of the following conditions:

- (a) Petersham Town Meeting shall have authorized the disposition of the Premises on the terms set forth herein;
- (b) Buyer shall have complied with the disclosure provisions of G.L. c.7C, §38, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file all required statements;
- (c) Compliance with the provisions of G.L.c.30B, §16; and
- (d) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of property by Seller.

19. AFFIDAVITS. At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer's lender, including but not limited to (a) Affidavits with respect to due authority, parties in possession and mechanic's liens to induce Buyer's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; and (b) Such additional and further customary instruments and documents as may be reasonably required by Buyer's title insurance company to complete the transactions described in this Agreement.

20. AS-IS. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this Agreement. Buyer represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS", subject to Buyer's right to terminate this Agreement under Section 21. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the Premises or for any other condition or defect on the Premises.

21. PROPERTY INSPECTION. During the Inspection Period, Buyer and Buyer's agents shall have the right, to enter the Premises, upon no less than forty-eight (48) hours written notice to Seller, at Buyer's own risk, for the purposes of inspecting the Premises, provided that Buyer shall not conduct any subsurface tests without Seller's prior written consent, not to be unreasonably withheld, and shall promptly restore the Premises to their condition prior to any such disturbance. Buyer shall defend, indemnify and hold Seller harmless against any claim by Buyer or Buyer's agents, employees or invitees for any harm to them 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 shall obtain comprehensive liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Buyer under the terms and conditions of this Agreement to indemnify, defend and hold harmless Seller: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. The insurance coverage required hereunder shall be issued by insurance companies licensed in Massachusetts and having a Best's rating of A- or better. Prior to entering the Premises, Buyer shall provide Seller with a copy of such insurance policy in each case indicating Seller is an additional insured on the policy and showing compliance with the foregoing provisions. In the event Buyer finds Hazardous Materials on the Premises in quantities that must be reported to the Department of Environmental Protection under the provisions of G.L. c. 21E or the regulations thereunder, and informs Seller prior to the expiration of

the Inspection Period, this Agreement shall be null and void and without recourse to the parties, unless Seller, at Seller's sole option, gives written notice to Buyer within thirty (30) days of receiving Buyer's notice of its intention to remediate such contamination and thereafter remediates such Hazardous Materials in compliance with applicable law, with Seller paying all of the costs of remediation. Nothing herein shall require Seller to remediate any contamination on or make any improvements to the Premises.

22. CONDITION OF PREMISES. 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 Seller's personal property therefrom which is not being sold to Buyer, or left for its benefit, as consented to by it. Seller shall at closing deliver to Buyer all keys to the Premises that are in Seller's possession.

23. CASUALTY; CONDEMNATION. Notwithstanding anything herein to the contrary, in the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty (and such fire, vandalism or other casualty is not the result of the negligence of Buyer, or its agents, employees, contractors and invitees), or in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.

24. ASSIGNMENT. Except as provided in this Agreement, Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion, except that Buyer may assign this Agreement to a nominee created by Buyer for the purpose of acquiring title to the Premises and the Buyer is an officer or manager thereof.

25. TITLE OR PRACTICE 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 Massachusetts 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. It is understood and agreed by the parties that, without limitation, the Premises shall not be in conformity with the title provisions of this Agreement 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; and
- (d) The Premises shall abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located, or have the benefit of a valid easement leading to public ways.

26. 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. Unless the Closing takes place at the appropriate Registry of Deeds, 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. Unless otherwise agreed, Seller's attorney may disburse the funds if no report has been received by 5:00 p.m. of the next business day following the date of the delivery of the deed that the documents have not been recorded, due to some problem beyond the recording attorney's control.

27. BUYER'S WARRANTIES. Buyer hereby represents and warrants:

- (a) This Agreement and all documents to be executed by Buyer and delivered to Buyer at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by Buyer.
- (b) Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by Seller or any employee or representative of Seller.

28. NOTICE. 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 sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed to the party and the party's attorney at the addresses set forth in Section 1. By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

29. SELLER DEFAULT. In the event that Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and in equity for any breach of this Agreement by Seller.

30. COOPERATION. Seller agrees to use reasonable efforts to assist Buyer in obtaining any and all permits, licenses, easements and other authorizations required by any

governmental authorities with respect to any construction or other work to be performed on the Premises, all at Buyer's cost, but Buyer acknowledges that Seller has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees waived.

31. POST-CLOSING COMPLIANCE AND ADJUSTMENTS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within six (6) months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the Deed.

32. EXTENSIONS. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

33. CONSTRUCTION. This instrument 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.

34. GOVERNING LAW: This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.

[ signature page follows ]

In Witness Whereof, the parties sign this Agreement under seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SELLER:

BUYER:

TOWN OF PETERSHAM,  
By its Selectboard

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_

**Exhibit B**

**TOWN OF PETERSHAM**

**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 any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

SIGNATURE \_\_\_\_\_

NAME (print) \_\_\_\_\_

TITLE \_\_\_\_\_

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

**Exhibit C**

**TOWN OF PETERSHAM**

**STATE TAXES CERTIFICATION CLAUSE**

I certify under the penalties of perjury that the proposer named in this proposal has, to my best knowledge and belief, complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

By:

\_\_\_\_\_  
\* Signature of individual or  
Corporate Name (Mandatory)

\_\_\_\_\_  
Corporate Officer  
(Mandatory if applicable)

\_\_\_\_\_  
\*\* Social Security # (Voluntary)  
or Federal Identification #

\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

**Exhibit D**

**CORPORATE RESOLUTION**

Corporate Name

Address

\_\_\_\_\_  
\_\_\_\_\_  
I, \_\_\_\_\_, certify that I am (secretary) (clerk) of the above named corporation organized under the laws of Massachusetts, Federal Employer I.D. Number (# \_\_\_\_\_) engaged in business under the trade name of ( \_\_\_\_\_ ), and that the following is a correct copy of resolutions adopted at a meeting of the Board of Directors of this corporation duly and properly called and held on ( date \_\_\_\_\_ ). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Be it resolved that The Board of Directors hereby appoints (name) to act as manager and principal representative in all matters relative to a proposal to the Town of Petersham for the purchase of the Nichewaug Inn & Academy Property located at 25 Common Street, Petersham, Massachusetts.

This resolution shall continue to have effect until the Directors make, amend, or repeal this resolution in whole or in part.

I certify that the Board of Directors of this corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the person named, who has full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this corporation on (date)

Secretary

\_\_\_\_\_

Attest by:

\_\_\_\_\_

**Exhibit E**

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

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

(1) Real Property:

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

(3) Public Agency Participating in Transaction:

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

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

\_\_\_\_ Lessor/Landlord \_\_\_\_ Lessee/Tenant

\_\_\_\_ Seller/Grantor \_\_\_\_ Buyer/Grantee

\_\_\_\_ Other (Please describe): \_\_\_\_\_

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

NAME

RESIDENCE

\_\_\_\_\_

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

None

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

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

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

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Disclosing Party

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Authorized Signature of Disclosing Party

Date \_\_\_\_\_

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Print Name & Title of Authorized Signer