

**REQUEST FOR PROPOSALS (RFP)
FOR THE PURCHASE, RENOVATION &
REDEVELOPMENT OF PROPERTY OWNED BY
THE TOWN OF WESTMINSTER, MASSACHUSETTS
THE HISTORIC MEETING HOUSE**

September 2021

I. INTRODUCTION

The Town of Westminister Massachusetts is requesting proposals for the acquisition, renovation and redevelopment of a most noteworthy and remarkable town-owned historic building: the Historic Meetinghouse built in 1839, which sits on a 0.56-acre parcel of land located at 3 Bacon Street that is served by municipal water and sewer. The building is located within the socially, culturally and economically emerging Village Center District. The Historic Meetinghouse is a quick and easy walk to all of the Village Center’s many amenities: the library, post office, municipal buildings, churches, shops and restaurants. The building offers a unique opportunity for a high-quality redevelopment (residential, retail, office or a mixture of uses) that can seamlessly integrate itself into the fabric of our Village Center and be a community asset for years to come.

II. THE BUILDING



Westminister’s Historic Meeting House (also known as the Old Town Hall) is located at 3 Bacon Street in Westminister’s Village Center. The building was originally constructed in the Greek Revival-style in 1839. The building was a one-and-half story structure consisting of a wood framed first floor (which is now the second floor) over a crawl space. By the late 1800s, the building was deemed too small to meet the needs of our growing Town, so the structure was expanded by raising the building one story and inserting a new brick-built first floor to create a two-and-a-half story structure.



The History of Westminster Massachusetts 1893-1958 (N. F Tolman, Ed., Peterborough, NH: Richard, Smith Publishers, 1961) explains that the Historic Meeting House served not only as Westminster’s Town Hall but also as a venue for meetings for numerous civic groups. By 1958, it was recounted, “the machinery of town business had become far more complex [and so] it was necessary to employ office workers on a more-or-less daily basis, and town offices on the ground floor had to be enlarged and modernized.” (p. 16)



The Historic Meetinghouse is one of the buildings included in the Westminster Village-Academy Hill Historic District which was accepted by the National Parks Service for inclusion on the National Register of Historic Places in 1984. This district is also included in the Massachusetts Historical Commission’s State Register of Historic Places listings. These listings make the Meetinghouse eligible for both the Commonwealth of Massachusetts Historic Preservation Tax Credit and the Federal Historic Preservation Tax Credit programs.

The Town commissioned a Renovation Feasibility Study in 2002 that evaluated the Town’s options for continuing use of the building (study attached). Ultimately, the Town decided not to renovate the structure for continued use as Town Hall, but instead decided to build a new Town Hall on South Street. The new Town Hall opened in 2007. This development naturally raised the question of what should be done with the Historic Meeting House. The Town’s Building Commissioner has deemed the building to be structurally sound.

Floor plans of the building are attached.

III. VILLAGE CENTER SETTING



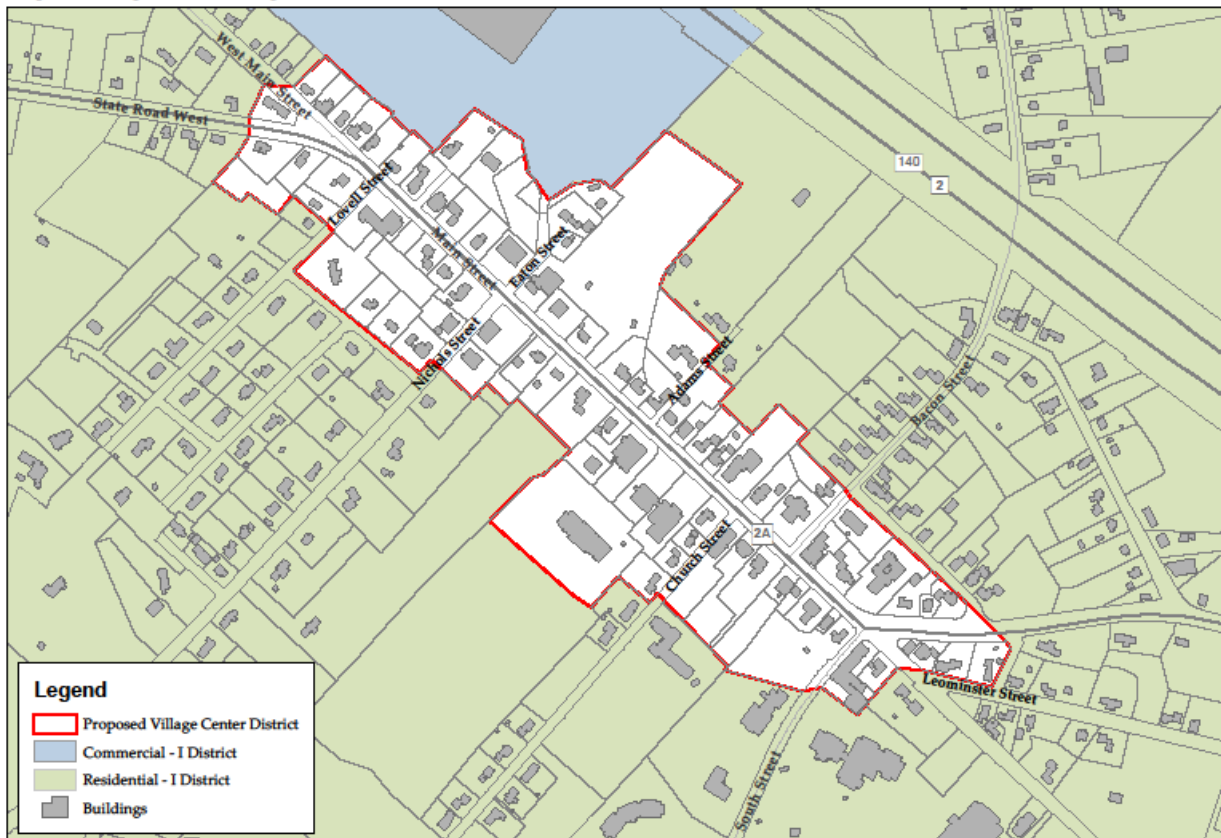
Easily accessed from two exits along Route 2 (Exits 24 & 25), Westminster’s Village Center is a vibrant compact location in the true spirit of the traditional New England village center. The Village Center runs along Main Street (Route 2A) for approximately one third linear miles, beginning at the South Street/Main Street intersection and ending at where Main Street splits in two at the Route 140/Route 2A intersection just past the Westminster Café. At one third of a mile in length, Westminster’s

Village Center is eminently walkable and contains a number of cultural and civic amenities such as the Town Hall, Public Safety Building, Forbush Memorial Library, VFW post, American Legion Hall, Westminster Historical Society and three churches. The Village Center also contains a number of restaurants and retail operations, including an independently-owned grocery store and pharmacy. The Aubuchon corporate headquarters sits along the edge of the Village Center.

The Academy Hill portion of the Historic District and the Town Common are also within walking distance of the Village Center. The Town Common hosts band concerts during the summer months and is the site of a very popular farmer’s market which operates every Friday afternoon from May through October. The Village Center plays hosts to several community events throughout the year including the annual Cracker Festival (every October), a Town-wide Yard Sale, Ice Cream Social & Book Sale (every June), the Neighbors Helping Neighbors Benefit Fair (every August), the Yankee Street Fair (every summer), the Attic Treasures Sale (every September) the Saint Edwards Fair (every September), and the Historical Society Christmas Open House (every December). The Village Center also plays host to many youth sporting events, several bicycle races, 5Ks and other road races throughout the year.

Town of Westminster, Massachusetts

Proposed Village Center Zoning District Boundaries



Data Sources: Montachusett Regional Planning Commission, MassGIS
 Map prepared by: Community Opportunities Group, Inc. Last Dated 1/4/16.

Disclaimer: This map has been prepared for evaluation of proposed district boundaries only. This map is a draft.

IV. REDEVELOPMENT OPTIONS

The Town will convey the property to a developer who will rehabilitate the building (in accordance with standards applicable to the rehabilitation of historic buildings) and redevelop the property for purposes that the Board of Select Board determines is in the best interest by the Town. While the Town will consider all of the uses allowed By Right in the Village Center zoning district. Please review the Table of Use schedule in our Zoning Bylaw (<http://www.ecode360.com/attachment/WE1584/WE1584-205a%20Table%20of%20Use%20Regulations.pdf>).

Our preference is for the following uses for the Historic Meetinghouse:

- Senior housing – condos or rental units
- Office space
- Business incubator space including commercial kitchen
- Performing arts space
- Café/eatery/restaurant with bar
- Mixed use with retail or offices on the first floor and apartments on the second and/or third floor

V. ZONING

In 2016, the Town voted to consolidate the various zoning districts in the Town Center into a cohesive Village Center zoning district that allows for residential, commercial, retail, office and institutional uses. Mixed use scenarios with retail/office space on the first floor and residential apartments above are also allowed.

The Village Center Bylaw does contain a set of design standards to ensure some aesthetic continuity throughout the Village Center. The Village Center Bylaw is attached to this RFP as a reference material.

VI. REDEVELOPMENT GOALS

The Town of Westminster has the following goals for the redevelopment of the Historic Meetinghouse:

- A use that can integrate seamlessly into the Village Center and the Bacon Street/Pleasant Street/Main Street neighborhood.
- A use that will preserve the historic appearance of the Historic Meetinghouse.
- A use that will stimulate other desirable economic, social and cultural development in Westminster’s Village Center.
- A use that Westminster residents will consider as an asset to the Village Center and the Town as a whole.
- A use that will be in keeping with the scale and appearance of uses typically found in historic New England village centers.

VII. PRICE

The Town is interested in selling the property at the highest price. However, the Town reserves the right to make an award to a proposal that offers other than the highest price. The Town will consider the overall value of the offer. Proposers are informed that the property shall be conveyed with a historic preservation restriction, protecting the exterior of the historic building.

VIII. SELECTION CRITERIA

1. The extent to which the proposal furthers the Redevelopment Goals set forth in Section VI (up to 15 points).
2. The extent to which the proposed redevelopment of the Historic Meetinghouse building satisfies a desired or unique niche in the marketplace and helps strengthen the economy and quality of life in the Town of Westminster (up to 15 points).
3. The contribution the redevelopment will make towards enhancing the quality of life in the Bacon Street/Pleasant Street/Main Street neighborhood (up to 15 points).

4. The level of financial investment, rehabilitation treatment, and design recognition of the historic and architectural significance of the Historic Meetinghouse building and site (up to 15 points).
5. The degree to which the development may potentially stimulate other desirable economic, social and cultural development and/or redevelopment in Westminster's Village Center (up to 15 points).
6. The developer's demonstrated capacity to finance, market, manage, and package this landmark redevelopment project including the ability to secure tenants (up to 15 points).
7. The developer's demonstrated readiness and ability to proceed on the project including time schedules reasonably described (up to 15 points).
8. The new owner will allow town and civic groups to use the second floor (stage floor) for municipal and civic meetings during the business off hours (up to 5 points).
9. The new owner will allow the public to use any newly created parking spaces during business off hours (up to 5 points).

IX. RESTRICTIONS

The Town will convey the property to the successful proposer subject to a permanent Historic Preservation Restriction (currently under review by the MA Historical Commission) to protect the historic exterior of the building. The Historic Preservation Restriction shall be on terms acceptable to the Town and the Massachusetts Historical Commission, and be substantially similar to the draft historic preservation restriction attached to this RFP. The Historic Preservation Restrictions shall be recorded at closing, prior to the recording of any mortgage and/or liens, or said mortgages and liens shall be subordinated to the Restriction.

Land Development Agreement: The Town expects to enter into a mutually acceptable land development agreement with the successful proposer that will govern the rehabilitation of the building and the redevelopment of the property, and include terms relating to the construction of improvements, the Town's review of plans, construction schedule, insurance, and other terms, to ensure that said rehabilitation and redevelopment actually takes place and the property is not neglected. The land development agreement will be recorded at closing, prior to the recording of any mortgage and/or liens, or said mortgages and liens shall be subordinated to the agreement.

X. PROCESS SCHEDULE

- RFP public release/packets available: September 29, 2021
- Deadline for submission of questions: November 1, 2021
- **Deadline for proposal submission: March 1, 2022**
- Opening and preliminary review of proposals: March 2, 2022
- Completion of evaluation and scoring of proposals: March 18, 2022
- Public announcement of proposal selection: March 31, 2022

XI. SUBMITTAL REQUIREMENTS

Anyone submitting a response to this RFP shall include the following: To be responsive, each prospective respondent must submit five (5) complete hard copies of the Proposal and one (1) PDF digital copy, including all information specified below. The five (5) complete hard copies of the Proposal must be inserted into a single sealed envelope marked "RFP FOR PURCHASE AND REDEVELOPMENT OF WESTMINSTER HISTORIC MEETINGHOUSE".

All of the following information must be included in each copy of the Proposal in the following order (if any item is not applicable, include a statement explaining why the item is not applicable):

1. The Complete Proposal Cover Page (see attachment);
2. A Table of Contents with page numbers;
3. Cover Letter. A transmittal letter identifying the proposer including address, telephone number and e-mail address of the contact person, the date of the proposal;
4. Financial Capacity. Each proposer must provide evidence of the proposer's ability to meet the financial obligations of the proposed acquisition of the property, the rehabilitation of the building and the redevelopment of the property (the "Project") of the property. Each proposer shall submit a pro forma account of the funds necessary to finance the Project and how the proposer to finance the Project. Financial statements and background information must be attached to the proposal. If a proposer intends to purchase the property with a purchase money mortgage, the proposer must specify how much is to be borrowed and submit, in its proposal package, a pre-approval or commitment letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions. If the proposer provides a pre-approval letter, the proposer must deliver a firm letter of commitment to the Town within fourteen (14) days from the date of the parties enter into a P&S;
5. Qualifications. A brief overview of the proposer's qualifications and experience with comparable redevelopment projects;
6. Price Proposal. The fully executed "Purchase Price Proposal Form", a blank copy of which is Attached;
7. References. Provision of at least three (3) professional references, including names, current phone numbers and e-mail addresses for the references;
8. Description of Project. Each proposer must submit a narrative on the following items:
 - (a) A description of the proposer's proposed use of the property and a description of how the proposal complies with each of the Project Goals and Selection Criteria (see Sections VI & VII of this RFP);
 - (b) A description of the proposed configuration of the interior space within the building, together with a preliminary set of floor plans;
 - (c) A description of how the proposal will comply with the Historic Preservation Restriction that applies to the building's exterior;

- (d) A description of the on-site and off-site parking needs, together with a plan of on-site parking configuration and treatment;
- (e) A description of the conceptual exterior landscaping design treatment;
- (f) The proposer’s demonstrated readiness and ability to proceed on the Project with time schedules reasonably described.
- (g) A description of the impact of the proposer’s use of the property on Town infrastructure, including water, sewer, drainage, parking, public safety, and roads, and the economic benefit to the Town in tax revenue and in local job creation.
- (h) A Project schedule, including dates by which the proposer expects to receive the Permits, the Financing, a closing date, and construction schedule.

9. Required Forms. Fully executed originals of the following forms:

- (a) A “Certificate of Tax Compliance Form”, a blank of which is attached.
- (b) A “Certificate of Non-Collusion Form”, a blank of which is attached.
- (c) A “Disclosure Statement for Transaction With a Public Agency Concerning Real Property”, a blank of which is attached;

If applicable, a Certification executed by the secretary of the corporation indicating that the person signing the proposal has been authorized to do so by a vote of the board of directors. The Proposal documents must be signed as follows: 1) If the Proposer is an individual, by him or her personally; 2) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer, whose signature must be attested by the clerk/secretary of the corporation, and the corporate seal affixed, a blank of which is attached.

XII. GENERAL TERMS AND CONDITIONS

Advertisements noticing the availability of the RFP will be placed on the Commonwealth of Massachusetts Central Register, the Gardner News and the Fitchburg Sentinel, and Worcester Telegram & Gazette. In addition, the RFP will be posted on the Town of Westminster municipal website at: www.westminster-ma.gov and the Massachusetts Municipal Association website in the “Municipal Marketplace” link.

How to obtain the RFP packet:

1. Pick-up hard copy at Town Hall
2. Download digital packet on municipal website
3. Contact Town Administrator or Town Planner to have RFP e-mailed as a PDF file

The RFP Packet may be obtained at the Westminster Town Hall in the Town Planner’s office (Room 219 on the second floor of Town Hall), 11 South Street, Westminster MA 01473 between the hours of 8:00 AM and 4:30 PM Monday through Thursday, and 8:00 AM and 1:00 PM on Fridays. The names and contact information of those who pick-up the RFP Packet at the Westminster Town Hall will be recorded so they may be contacted and provided information with regard to any and all questions, changes, modifications, etc. prior to submission date. The RFP Packet may also be accessed on the Town of

Westminster municipal website. Please contact Town Planner Stephen Wallace at 978-874-7414 or swallace@westminster-ma.gov so that your name and contact information can be recorded.

RFP respondents are encouraged to tour the Historic Meeting House before submitting an RFP. To schedule a tour of the building, please contact Town Planner Stephen Wallace at 978-874-7414 or swallace@westminster-ma.gov.

Proposals are invited and must be received on or before 1:00 PM Tuesday March 1, 2022 at Westminster Town Hall, Town Planner's office (Room 219 on the second floor of Town Hall), 11 South Street, Westminster MA 01473. Proposals and any modifications thereof and must be submitted in a sealed envelope clearly labeled "Modification # ___" and be submitted no later than the proposal submission deadline. Each modification must be numbered in sequence and must reference the original RFP submission.

All submitted proposals will be publicly opened for preliminary review on Wednesday March 2, 2022 at the Office of the Town Planner, Room 219 in Town Hall. After the opening of the proposals in public, an RFP proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town of Westminster or fair competition. Minor informalities may be waived, or the proposer may be allowed to correct them. Minor informalities are minor deviations, insignificant mistakes, and matters of form rather than substance of the proposal that can be waived or corrected without prejudice to the RFP proposers, potential RFP proposers, or the Town.

The closing must occur within one hundred twenty (120) days after the opening of the proposals. The closing date may be extended by mutual agreement of both parties for up to sixty (60) additional days.

Proposals cannot be withdrawn, modified or amended for a period of one hundred fifty (150) days from the deadline for submission of proposals.

The Town of Westminster 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 interests of the Town of Westminster.

The Town of Westminster also reserves the right to select the winning proposal based on the evaluation of the proposer's overall submittal, and to the extent to which the proposal meets the "Goals of Redevelopment & Selection Criteria" in this RFP. **Therefore, the Town of Westminster may exercise its right to select a proposal that may not have offered the highest purchase price.**

If the Town of Westminster makes any changes to this RFP, an addendum will be issued. Addenda will be mailed, faxed or e-mailed to all proposers on record as having picked up the RFP Packet.

Questions concerning this RFP must be submitted in writing to: Town Planner Stephen Wallace, Room 219 Westminster Town Hall, 11 South Street, Westminster, MA 01473. Questions may be delivered or mailed to this address or faxed to 978-874-7462 (clearly addressed to Town Planner Stephen Wallace); or e-mailed to swallace@westminster-ma.gov. **All questions must be received by no later than Monday November 1, 2021.** Written responses will be mailed, faxed or e-mailed after this deadline to all RFP proposers on record as having picked up the RFP.

While the Town believes that the information provided in this RFP, including all exhibits and addendums, if any, is accurate, **the Town makes no representation or warranty, express or implied, as to the accuracy and completeness of the information in this RFP.** The proposer assumes all risk in connection with the use of the information, and releases the Town from any liability in connection with the use of the information provided by the Town. Further, the Town makes no representation or warranty

with respect to the Premises, including without limitation, the value, quality or character of the Premises or its fitness or suitability for any particular use and/or the physical and environmental condition of the Premises. The Premises will be released in their “AS-IS” condition.

Each proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the Premises, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Premises, and the use of the Premises, and shall be responsible for applying for and obtaining any and all permits and approvals necessary or convenient for the proposer’s use of the Premises. All costs and expenses of developing the Premises, including without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

XIII. EVALUATION PROCESS

Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Town Planner and Town Administrator will conduct a preliminary screening of the submitted proposals to ensure that the documents and information required in Section X have been provided (the “Minimum Evaluation Criteria”). Proposals that do not satisfy the Minimum Evaluation Criteria will be rejected.

For all proposals deemed complete, the Town’s RFP Committee will review each proposal with the Town Planner and Town Administrator to ensure that they meet all the comparative evaluation requirements listed in Section VII (Selection Criteria). Those proposals that meet the Selection Criteria will be further reviewed and competitively scored by the RFP Committee. Once scored, the RFP Committee will make a recommendation to the Board of Select Board regarding their preferred redevelopment proposal.

Background Check

The Town reserves the right to conduct a background inquiry of each developer which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting qualifications to the Town of Westminster, the developer consents to such an inquiry and agrees to make available to the Town such books and records as the Town deems necessary to conduct the inquiry.

Determination of Responsibility

The Town of Westminster may make such investigation as it deems necessary to determine the ability of a developer to provide full performance as outlined in the qualifications. The developer will furnish to the Town all such information and data for this purpose as the Town may request. The Town of Westminster reserves the right to reject any developer if the evidence submitted by or investigation of such developer fails to satisfy the Town that such developer is properly qualified to carry out the obligations of this contract.

Rights Reserved by the Town of Westminster

The Town may request additional information of one or more respondents relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time. Proposers may also be invited to appear before the Select Board/RFP Committee. Failure to comply with this request will result in a rejection of the proposal at issue. The right to an interview does not automatically extend to all whose proposals are accepted for review, but is granted in the sole discretion of the RFP Committee.

Following the interviews and the receipt of any additional information requested of the proposers, the proposals will be evaluated and rated by the Board of Select Board according to the comparative evaluation criteria set forth in this RFP. The Board of Select Board will select the most advantageous proposal, taking into consideration all of the evaluation criteria set forth in this RFP. The Board of Select Board will notify all proposers in writing of its decision.

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

The Town of Westminster reserves the right to reject any or all submittals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the qualifications submitted based on the Selection Criteria.

Questions shall be addressed to:

Stephen Wallace, Town Planner
Planning Department, Room 219
11 South Street,
Westminster MA 01473

Phone: 978-874-7414

E-mail: swallace@westminster-ma.gov

XIV. PURCHASE AND SALE AGREEMENT; LAND DEVELOPMENT AGREEMENT

A. Purchase and Sale Agreement.

The Town and the successful proposer (the “Buyer”) are expected to enter into a mutually satisfactory Purchase and Sale Agreement (P&S) within thirty (30) days from the date of the award. The Town shall provide the form of P&S to the selected proposer with the award letter, which P&S shall include terms substantially similar to the following:

1. At time of execution of the P&S, Buyer shall pay a deposit equal to the greater of \$5,000 or ten percent (10%) of the purchase price. The deposit submitted by Buyer shall be held in escrow by the Treasurer of the Town of Westminster in a non-interest bearing account, and shall be duly accounted for at the time for performance of this Agreement. In the event that Buyer fails to fulfill its obligation to purchase the Premises, the Town shall retain the deposit as liquidated damages. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under the P&S pending instructions mutually given by the Town and Buyer. If the acquisition of the property is financed by a lending institution, Buyer must deliver a firm letter of commitment to the Town within fourteen (14) days from the date of the P&S.
2. No broker’s commission shall be paid by the Town, and Buyer shall indemnify and hold harmless the Town from any claims for such commission.
3. A payment in lieu of taxes shall be paid in accordance with M.G.L. c. 44, § 63A and/or M.G.L. c. 59. § 2C.

4. Buyer shall pay the monetary consideration for the property by certified, treasurer's, or bank check or by wire transfer.
5. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this P&S. Buyer represents and warrants that it will accept the property "AS IS", provided however Buyer shall have the right to terminate this P&S if Buyer finds Hazardous Materials on the property in amounts required to be reported to the Department of Environmental Protection. Buyer acknowledges that the Town has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the property or for any other condition or defect on the property. The provisions of this Section shall survive delivery of the deed.
6. In the event that the Town defaults under the P&S, Buyer shall be entitled to terminate the P&S, and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and equity for any breach of the P&S by the Town.
7. The purchase of the property shall not be contingent on the sale of any other property.
8. The closing shall occur within ninety (90) days from the date on which the P&S is signed by the Town and Buyer, or within such further time as the Board of Select Board and Buyer shall agree.
9. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not set forth or incorporated in this P&S, except for the following additional warranties and representations, if any, made by the Town: NONE.
10. Buyer agrees that the property shall be conveyed subject to a permanent historic preservation restriction substantially similar to the in the form of Historic Preservation Restriction attached to this RFP.
11. In the event that the proposer's obligations under the P&S are contingent on financing, permitting, inspection and/or other contingencies, the Town shall have the right to set forth deadlines by which some or all of the contingencies must be met, depending on when the closing is to occur and other factors.

B. Land Development Agreement.

The Town expects to enter into a mutually acceptable land development agreement ("LDA") with the successful proposer that will govern the rehabilitation of the building and the redevelopment of the property, and include terms relating to the construction of improvements, the Town's review of plans, construction schedule, insurance, and other terms, to ensure that said rehabilitation and redevelopment actually takes place and the property is not neglected. The LDA will be negotiated simultaneously with the P&S. The LDA shall be recorded at closing, prior to the recording of any mortgage and/or liens, or said mortgages and liens shall be subordinated to the agreement.

(Cover Page)
**PROPOSAL FOR REDEVELOPMENT
OF THE
HISTORIC MEETINGHOUSE**
3 Bacon Street
Westminster, Massachusetts



Submitted by:

(Name, Address, Telephone Number and E-Mail Address of Firm)

Date Submitted: _____

PURCHASE PRICE PROPOSAL FORM
FOR THE PURCHASE OF THE HISTORIC MEETINGHOUSE
WESTMINSTER, MASSACHUSETTS

Seller: Board of Select Board, Town of Westminster
Westminster Town Hall
11 South Street,
Westminster, MA 01473

Buyer: _____

Premises: Historic Meetinghouse
3 Bacon Street
Westminster, MA 01473

Proposed Purchase Price: \$ _____

Proposed Purchase Price (in words): _____

Proposed Closing Date: _____

Signature Title

Print name Date Signed

AFFIDAVIT OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal is in all respects bona fide and fair and has been made and submitted in good faith without collusion or fraud with any other person. As used in this affidavit, the word “person” shall mean any natural person, joint venture, business, partnership, corporation, union, committee, club, organization, group of individuals, or other business or legal entity.

Signature: _____

Date: _____

Name [Printed]: _____

Title: _____

Company: _____

TOWN OF WESTMINSTER – REQUEST FOR PROPOSALS
SALE OF HISTORIC MEETINGHOUSE
CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L., Ch. 62C, s. 49A, the undersigned certifies, under the penalties of perjury, that he has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature of Individual or Corporate Officer

Company Name

Social Security Number or Federal
Identification Number*

Date

**TOWN OF WESTMINSTER – REQUEST FOR PROPOSALS
SALE OF HISTORIC MEETINGHOUSE**

CERTIFICATE OF AUTHORITY

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

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

| NAME | ADDRESS | ZIP CODE |
|-------|---------|----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Kindly furnish the following information regarding the Proposer:

1) IF A PROPRIETORSHIP

Name of Owner: _____

Address: _____

Name of Business: _____

Home: _____

2) IF A PARTNERSHIP

Business Name: _____

Business Address: _____

Names and Addresses of Partners

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

3) IF A CORPORATION OR A LIMITED LIABILITY COMPANY

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____

4) IF A TRUST

Full Legal Name: _____

Recording Information: _____

Full names and address of all trustees:

| NAME | ADDRESS | ZIP CODE |
|-------|---------|----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Signature: _____

Printed name: _____

Title: _____

Name of Business: _____

Date: _____

**TOWN OF WESTMINSTER – REQUEST FOR PROPOSALS
SALE OF HISTORIC MEETINGHOUSE**

**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: The parcel of land with the building and other improvements thereon located at 3 Bacon Street, Westminster.

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

Sale of Town Property

(3) Public Agency Participating in Transaction:

Town of Westminster

(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): _____

**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)**

(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):

(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.

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

Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

Print Name & Title of Authorized Signer