

TOWN OF WESTMINSTER

INVITATION TO BID

DISPOSAL OF SURPLUS LAND

Property Description:

State Road West
Assessors' Map/Parcel Reference: 103/7
Approximate Size: 3.14 acres

TABLE OF CONTENTS

	Page
Advertisement/Public Notice	3
General Information/Instructions	4-5
Forms and Attachments	6-11
Sample Purchase and Sale Agreement	12-15

ADVERTISEMENT/PUBLIC NOTICE

TOWN OF WESTMINSTER

INVITATION TO BID
DISPOSAL OF SURPLUS LAND

The Town of Westminster, having declared the following properties available for disposition by Town Meeting, is soliciting bids for the disposal of the following parcels of land:

LOCATION	ASSESSORS' MAP/ PARCEL	SIZE (Approximate)	MINIMUM BID PRICE
Willard Road (land only)	96/32	.21 acres	\$2,350.00
28 Cross Road (land only)	151/20	.41 acres	\$2,450.00
State Road West Rear	103/7	3.14 acres	\$4,100.00
21 Harrington Road	159//4	4.56 acres	\$70,000.00
Ellis Road	128/24	.47 acres	n/a

Sealed proposals will be accepted in the Selectmen's Office, 11 South Street, Westminster, Massachusetts 01473 until 3:00 p.m., Wednesday, September 30, 2020, at which time they will be publicly opened and read. Bid packages may be obtained from the town website (www.westminster-ma.gov) or by calling (978) 874-7408 during regular business hours. The Town reserves the right to reject any and all bids, and to accept bids deemed to be in the best interest of the Town. The Invitation to Bid and supporting documentation does not constitute an offer or agreement to sell or convey the parcels. Such an offer and agreement may result only from a duly adopted vote of the Board of Selectmen and the execution of a sales agreement pursuant to said vote.

Mark Hawke
Town Administrator

GENERAL INFORMATION/ INSTRUCTIONS

Entity: Town of Westminster
Address: Selectmen's Office
11 South Street
Westminster, MA 01473
Telephone: (978) 874-7408 (to request bid packet)
Facsimile: (978) 874-7411
Title of Proposal: Disposal of Surplus Land – State Road West
Contact Person: Mark Hawke, Town Administrator
Telephone: (978) 874-7400 (for questions concerning bids)

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1.) Description of Property and Fair Cash Value

This parcel has an area of 3.14 acres, more or less, and is located along State Road West. The property is zoned R1. The assessed value of the property is determined to be \$8,200. The minimum price the Town will accept is \$4,100.

2.) Submittal Deadline and Format:

Bids must be submitted by 3:00 p.m., Wednesday, September 30, 2020 to the Selectmen's Office, 11 South Street, Westminster MA 01473, at which time they will be publicly opened and read. Postmarks and faxed bids will not be considered. The bid must be submitted in a sealed envelope clearly marked on the outside with the following information:

"Bid for the Purchase of Land in the Town of Westminster"
Property Location:
Assessors' Map and Parcel Reference:
Name of Bidder:
Submission Deadline: 3:00 p.m., Wednesday, September 30, 2020

3.) Submittal Requirements

- 3.1 Bids shall contain the following completed forms and attachments and additional information:
a) Bid Form (Must be signed by the purchaser or purchasers, if more than one)
b) A bank check or money order in the amount of 5% of the bid
c) Evidence that the Bidder has sufficient funds to complete the transaction
d) Affidavit of Non-Collusion
e) Certificate of Authority (if a corporation)
f) Attestation Certification
g) Disclosure of Beneficial Interest in Real Property
3.2 No modification of any bid will be considered unless received in writing by the Town Administrator prior to the deadline for submission of bids stated above.
3.3 A bid may be withdrawn prior to the deadline for the submission of bids only upon receipt of written notice to the Town Administrator.
3.4 If it becomes necessary to revise any part of this IFB or if additional data is necessary to enable an exact interpretation of provisions, such addenda will be provided to all parties that have requested

this IFB. No addenda will be issued within the immediate three (3) business days prior to the bid deadline. If an addendum is issued, all bidders shall acknowledge receipt of each addendum with their bid.

4.) Method of Selection

- 4.1 Should bids of the same amounts be received, the bid with the earliest date and time stamp will be first considered.
- 4.2 The designation and acceptance of a purchaser for the subject parcel will be made by a vote of the Board of Selectmen. Only those who submit bids to purchase will be considered.
- 4.3 The bidder satisfying the requirements of this Invitation for Bids who submits the bid with the highest and best offer to purchase will be selected.
- 4.4 The closing on the subject parcel must occur within ninety (90) days after the Board of Selectmen's vote to designate the purchaser, or said designation shall expire. No extensions shall be granted, except to provide additional time, if needed, to complete a hazardous materials investigation.
- 4.5 If the Board of Selectmen's designation of a purchaser expires, the Board reserves the right to designate the person with the next highest and best bid as the purchaser, in which case the closing must occur within ninety (90) days of the selection of the next highest and best bid.

5.) Certain Terms

- 5.1 The minimum bid amount that will be accepted is \$4,100.
- 5.2 The property is being sold as is and with all faults. There are no representations as to the condition of the property or its suitability for any purpose.
- 5.3 The property is being sold subject to all encumbrances and restrictions of record in the Northern Worcester District Registry of Deeds and the zoning requirements of the Town.
- 5.4 The selected Bidder will be responsible for paying all title, due diligence and other costs of completing the conveyance of the property.
- 5.5 The 5% bid deposit shall become the property of the Town upon failure on the part of a designated purchaser to close on the subject parcel within ninety (90) days.
- 5.6 The form of deed proposed for the conveyance of the subject property by the Town to the designated purchaser will be without covenants.

6.) Disposition if Bids not Accepted

The Town reserves the right to reject any or all bids. In the event of such rejection, the Town reserves the right to maintain, use or dispose of the property in any lawful manner.

BID FORM

The undersigned, as Bidder, having examined and understood the Invitation for Bids and related documents pertaining to the Disposal of Surplus Land in the Town of Westminster, hereby offers to purchase the following property at the price indicated.

Property Location: _____

Assessors' Map
and Parcel Reference: _____

PROPOSAL PRICE: _____
(Indicate dollar amount by figure and words)

Date: _____

(Authorized Signature of Bidder)

(Print Name)

(Company Name, if Applicable)

(Address)

(Telephone Number)

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: _____

CERTIFICATE OF AUTHORITY
(Required if a Corporation)

At a duly authorized meeting of the Board of Directors of the _____
(Name of Corporation)
held on _____ at which all the Directors were present or waived notice,
(Date)
it was voted that _____ of the company be and
(Officer and Title)
hereby is authorized to execute contracts and bonds in the name and on behalf of said
company, and affix its corporate seal thereto, and such execution of any contract of
obligation in this company's name on its behalf of such _____ under
(Officer)
seal of the company shall be valid and binding upon this company.

~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

I hereby certify that I am the _____ of the _____
(Title) (Corporation)
and that _____ is the duly elected _____
(Name of Officer) (Title)
of said company, and the above vote has not been amended or rescinded and remains in
full force and effect as of the date of this contract.

Signature: _____

Date: _____

Name/Title: _____

(Corporate Seal)

ATTESTATION CERTIFICATION

Pursuant to M.G.L., Ch. 62C, s. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of Individual or Corporate Officer

Company Name

Social Security Number of Federal
Identification Number*

* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether or not you have any 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 Chapter 62C, Section 49A, of the Massachusetts General Laws.

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

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

1. Public agency involved in this transaction: Town of Westminster

2. Complete legal description of the property:

3. Type of transaction: Sale Lease or rental for _____ (term)

4. Seller(s) or Lessors(s): Town of Westminster

Purchaser(s) or Lessee(s): _____

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts, except as noted below:

Name	Title or Position
_____	_____
_____	_____

(Continued on next page)

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

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

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SAMPLE PURCHASE AND SALE AGREEMENT

Real Estate Agreement

AGREEMENT made as of this ____ day of _____, 20____, between the Town of Westminster, Massachusetts, called Seller, and _____ of _____, called Buyer.

Description of Premises. *(street, map/parcel, deed reference will be inserted)*

Fixtures. Included in this sale as a part of said premises are fixtures belonging to the Seller and used in connection therewith including, if any, all furnaces, heaters, oil and gas burners and fixtures appurtenant thereto, hot water heaters, electric and other lighting fixtures, curtain rods, window shades, screens, screen doors, storm or other detached windows and doors, blinds, awnings, bathroom fixtures.

Transfer of Title. Said premises are to be conveyed on or before (90 days from vote of Board) by a quitclaim deed conveying a good, clear record and marketable title to the same, free from all encumbrances, except:

- (a) Provisions of local zoning laws.
- (b) Such taxes for the fiscal year as are not due and payable on the date of the delivery of such deed, and any liens for municipal betterments assessed after the date of this agreement.

Consideration and Deposit. For such deed and conveyance, the BUYER is to pay the sum of _____ DOLLARS of which _____ DOLLARS have been paid as a deposit, and the balance of _____ DOLLARS are to be paid by cashier's check, attorney trust account check or certified check upon the delivery of said deed.

Deposit. The deposit shall be held by the Town subject to the terms of this agreement and shall be duly accounted for at the time of performance or termination of this agreement either by application to the purchase price for Buyer's benefit, by tender to the Seller under the liquidated damages provision or by earlier return to the Buyer under the contingency provisions of this agreement.

Mortgage Contingency. *(this section will be included, if necessary)* Performance by the Buyer hereunder is contingent upon Buyer obtaining first mortgage financing, at prevailing interest rates and terms, which commitment must be obtained within three months of notice of award by the Town. If the Buyer is unable to obtain such mortgage commitment prior to the above date, then Buyer shall give notice of this fact in writing to the attorney for the Seller, Attorney Brian Riley, KP Law, P.C., 101 Arch Street, Boston, MA 02110, by that date, upon timely receipt of which any funds paid hereunder shall be refunded to the Buyer and the obligations of both parties shall cease. Failure to give the notice as above stipulated shall be deemed a waiver of this provision by the Buyer and Buyer's performance shall not otherwise be excused.

Defective Title. If after due diligence Seller shall be unable to give title or make conveyance or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in such event the time for performance hereof shall be extended for a period not to exceed thirty (30) days, or to the date upon which the Buyer's mortgage commitment expires, whichever date occurs first. If at the expiration of the said extended time period the Seller shall have failed to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

Buyer's Election to Accept Title. The Buyer shall have the election at either the original or the extended time period for performance to accept such title as the Seller can deliver to the said premises in their then condition and to pay therefore the purchase price without deductions, in which case the Seller shall convey such title except that in the event of such conveyance, in accordance with the provisions of this clause, if the said premises shall have been damaged by fire or casualty, insured against, then Seller shall, unless the Seller has previously restored the premises to their former condition, pay over or assign to the Buyer on delivery of the deed, all insurance amounts recovered, or recoverable on account of such damage less any amount reasonably expended by the Seller for any partial restoration together with a credit from Seller to Buyer equal to any deductible involved.

If the SELLER shall be unable to give title or to make conveyance as above stipulated, any Payments made under this agreement shall be refunded, and all other obligations of either party hereto shall cease, but the acceptance of a deed and possession by the Buyer shall be deemed to be a full performance and discharge hereof except for those provisions which by their terms are to survive the delivery of the deed.

Possession and Condition of Premises. Full possession of the said premises, free of all tenants and occupants, except as agreed to in writing by the parties, is to be delivered to the Buyer at the time of the transfer of the title, the said premises to be then in the same condition in which they now are, reasonable use and wear of buildings thereon excepted. The Buyer shall have the right to inspect the premises to insure compliance with this paragraph, prior to closing upon reasonable notice to the Seller.

Lead Paint. **Chapter 111, Section 197 of the General Laws of the Commonwealth of Massachusetts, as amended, provides that, "Whenever any residential premises containing dangerous levels of lead paint, plaster or other materials undergoes a change of ownership and as a result thereof a child or, children under six years of age will become a resident therein, the new owner shall remove or cover said lead paint, plaster or other materials so as to make it inaccessible to such children. The property subject to this Agreement may, because of its age, contain dangerous levels of lead as defined in Chapter 111 of the laws of the Commonwealth, and the purchaser is hereby so notified and accepts the risk. The Buyer acknowledges receiving a copy of the Department of Public Health Property Transfer Notification prior to execution of this agreement.**

Adjustments. Sewer rates, water rates, and real estate taxes shall be apportioned as of the day of the delivery of the deed.

Time and Place of Closing. The deed is to be delivered and the consideration paid, at some
Town of Westminster – Disposal of Surplus Land *Page 13*

place and time to be mutually agreed upon.

Hazardous Waste Representation and Disclaimer. Seller represents that during Seller's ownership of the premises to be conveyed, neither Seller, nor Seller's agents, disposed of hazardous wastes or took any action causing a lien to arise under the Massachusetts Superfund Act, which representation shall survive the delivery of the deed. However, Seller is unaware, and hereby disclaims responsibility for the actions of any prior owner or owners in the chain of title or any other party responsible for such disposal prior to Seller's tenure of title.

Asbestos Disclaimer. The Seller and Buyer acknowledge that the premises may contain levels of asbestos prohibited by Massachusetts law and regulations. In consideration of the Buyer's right of inspection and election to terminate pursuant to the Inspection Contingency paragraph herein, the Buyer releases the Seller from any claim for injury to person or property caused by asbestos as provided herein, and agrees to release and/or indemnify the Seller from any cost or expense of removal of any asbestos, should the need be necessary.

Right to Inspect. This Agreement is subject to the right of the Buyer to obtain, at the Buyer's expense, inspection(s) by consultants of the Buyer's choosing. Such inspections may include, but are not limited to, the geographical and topographical conditions of the property, the structural condition of any buildings on the premises, the condition of all systems in or upon the premises, the existence and condition of underground storage tanks, if any, the presence of hazardous materials in or on the premises or the likelihood of release of such hazardous materials on or from the premises, the presence of asbestos, the presence of urea-formaldehyde foam insulation, the presence of lead based paint, plaster or other lead material, the presence of radon, the adequacy of any existing sewerage system. The Buyer and his consultant(s) shall have the right of access to the premises at reasonable times and in the presence of the Seller or his authorized representative, upon giving twenty-four (24) hours advance notice for the purpose of such inspections. If the Buyer is not satisfied with the results of such inspection(s), the Buyer may terminate this Agreement by giving written notice thereof and by furnishing copies of all written reports stating the results of such inspection(s) to the Seller on or before (date/time to be inserted), in which event all deposits made hereunder shall be forthwith returned to the Buyer and thereafter all other obligations of all parties hereto shall thereupon terminate. If such written notice and report(s) are not furnished on or before the expiration date set forth above, the Buyer shall be bound to perform his obligations under this Agreement. IN CONSIDERATION OF THE BUYER'S RIGHT OF INSPECTION AND RIGHT TO TERMINATE UNDER THIS PARAGRAPH, THE SELLER IS HEREBY RELEASED FROM LIABILITY RELATING TO DEFECTS IN OR ON THE PREMISES.

UFFI. Seller affirms that they have made a reasonable inspection of the premises for Urea Formaldehyde foam insulation as required by Massachusetts General Laws Chapter 255, Section 13A. The Seller warrants that to the best of their knowledge, the premises are not insulated with Urea Formaldehyde Foam Insulation, and the Seller further warrants that no Urea Formaldehyde Foam Insulation was installed at the premises during their ownership thereof.

Closing Documents. The Seller agrees to execute and deliver at or prior to the closing any and all documents reasonably requested by the Buyer or the Buyer's bank, including but without limitation, documents needed to comply with requirements of such bank, the Real Estate Settlement Procedures Act, the Foreign Investment in Real Property Tax Act, and rules and mediations of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

Underground Tanks. Seller represents to the best of their knowledge that there are no underground storage tanks under or on the premises.

Liquidated Damages. If Buyer shall fail to fulfill Buyer's obligations under this agreement, the deposit made hereunder by Buyer, shall be retained by and become the property of the Seller as liquidated damages, and neither party hereto shall have any further obligations hereunder.

TIME IS OF THE ESSENCE of this Agreement.

The contracting parties agree that this contract contains all the terms and conditions of this sale. It is mutually agreed that any oral representation made by either party prior to the signing of this agreement is null and void.

Buyer

Date

TOWN OF WESTMINSTER
BOARD OF SELECTMEN

Date

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT			
TOWN OF WESTMINSTER		4 Rolling			3 Rural	Description	Code	Appraised Value	Assessed Value
11 SOUTH ST						EXM LAND	9300	8,200	8,200
WESTMINSTER, MA 01473		SUPPLEMENTAL DATA Other ID: Subdivision Photo Ward Precinct Callback GIS ID: M_162623_922355 ASSOC PID# 3.13999082							
Additional Owners:									
						Total		8,200	8,200

358
WESTMINSTER, MA
VISION

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)								
TOWN OF WESTMINSTER		6628/ 317	12/19/2007	U	V	0	1L	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
OWNERS UNKNOWN-TAX TITLE								2019	9300	8,200	2018	9300	8,200	2017	9300	8,200
						Total:		8,200		Total:		8,200		Total:		8,200

EXEMPTIONS				OTHER ASSESSMENTS				
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
Total:								

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD				
NBHD/ SUB	NBHD Name	Street Index Name	Tracing	Batch
0001/A				

APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	0
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	8,200
Special Land Value	0
Total Appraised Parcel Value	8,200
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	8,200

NOTES	
TAX TITLE	
BOARD OF SELECTMEN	

BUILDING PERMIT RECORD										VISIT/ CHANGE HISTORY					
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result	
									10/06/2010			DK	00	Measur+Listed	

LAND LINE VALUATION SECTION																				
B #	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	I. Factor	S.A.	Acre Disc	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing	S Adj Fact	Adj. Unit Price	Land Value	
																Spec Use	Spec Calc			
1	9300	Town of Westminster V	R1				3.14 AC	2,600.00	1.0000	0	1.0000	1.00		0.00	LL			1.00	2,600.00	8,200

Total Card Land Units:							3.14 AC	Parcel Total Land Area:							3.14 AC	Total Land Value:				8,200
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