

# TOWN OF LAKEVILLE

## REQUEST FOR PROPOSALS (RFP)

### SALE OF PROPERTY AT 239 MAIN STREET, LAKEVILLE, MA

The Town of Lakeville (the “Town”) is seeking proposals for the sale of a parcel of Town-owned land with a building thereon located at 239 Main Street, Lakeville, containing 38,026 square feet, more or less (the “Property”). The building is a two (2)-story single-family home, which has been used as the Town’s Assessors’ Office for several decades.

Proposals will be accepted at the Board of Selectmen’s Office, 346 Bedford Street, Lakeville, MA 02347, on or before **10:00 AM on October 13, 2017**, at which time and place the proposals will be publicly opened. Proposals become public information when opened. Late proposals will not be considered.

Questions may be directed to, and copies of the full Request for Proposals may be obtained from, the Board of Selectmen’s Office, 346 Bedford Street, Lakeville, MA 02347 or via email from [tcraig-mcgee@lakevillema.org](mailto:tcraig-mcgee@lakevillema.org) with required return receipt. All questions must be submitted in writing to the aforementioned address or via email to [tcraig-mcgee@lakevillema.org](mailto:tcraig-mcgee@lakevillema.org) at least seven (7) calendar days before the deadline. Questions that the Town, in its sole discretion, deems appropriate for a response will be answered in writing and sent to all individuals on record.

The successful proposer and the Town shall enter into a Purchase and Sale Agreement substantially similar to the Purchase and Sale Agreement attached hereto as Exhibit A within ten (10) days from the date of the award, and the closing shall occur within forty-five (45) days from the date on which the parties enter into the Purchase and Sale Agreement.

Proposals submitted may not be withdrawn for a period of one hundred twenty (120) days after the opening of the bids.

The Town of Lakeville, acting through its Board of Selectmen, reserves the right to waive any informality, to negotiate some sale terms with the successful proposer, to award the sale of the Property to the proposal deemed in the best interest of the Town, and/or to reject any or all proposals if it is in the public interest to do so.

The Town has determined that this contract is subject to the Uniform Procurement Act, G.L. c. 30B. Therefore, the provisions of G.L. c. 30B are hereby incorporated by reference in this Request for Proposals.

# TOWN OF LAKEVILLE

## REQUEST FOR PROPOSALS (RFP)

### SALE OF A PARCEL OF TOWN-OWNED LAND

**239 Main Street, Lakeville, MA 02347**

#### **A. INTRODUCTION**

The Town of Lakeville (the “Town”) is seeking proposals for the sale of a parcel of Town-owned land with two (2)-story wood-frame building thereon located at 239 Main Street (the “Property”). The building is a single-family home constructed in the 1920’s, but has been used as the Town’s Assessors’ Office for several decades.

Sealed proposals for purchasing the Property will be received at the Board of Selectmen’s Office until the time specified in Section C below, at which time the proposals will be publicly opened. All proposers are required to submit a binder in the amount of One Thousand (\$1,000.00) Dollars. Any proposal submitted without the binder shall be rejected.

The successful proposer shall enter into a Purchase and Sale Agreement substantially similar to the Purchase and Sale Agreement attached hereto as Exhibit A within ten (10) days from the date of the award, and the closing shall occur within forty-five (45) days from the date on which the parties enter into the Purchase and Sale Agreement.

#### **B. THE PARCEL; SITE VISIT**

The Town of Lakeville is selling the following parcel of land in Lakeville:

##### 239 Main Street

- Assessors Id. 57-2-6 (portion)
- Area Approximately 38,026 square feet
- Site Access Main Street / Route 105
- Site Zoning Residential (home occupation may be allowed under the Zoning Bylaws)
- Site Ownership Book 3925, Page 232
- Site Improvements A two (2)-story single-family building, having an area of 1,938 sf, more or less, with an unfinished basement and attic, with an asphalt parking area for 6 cars and a handicap ramp toward the front of the building.

- Utilities Electricity, heating oil, Town water, and septic system
- Deed Reference: Book 8925, Page 232
- 

**A site tour will be held at 10:00 AM on September 21, 2017, meeting at the Property, 239 Main Street, Lakeville, MA. *It is highly recommended that prospective bidders attend the site tour.***

Proposers are advised that the septic system serving the Property is likely not in compliance with Title 5. It will be the successful proposer’s responsibility to repair or replace the septic system, at the proposer’s sole cost. The Town shall not be responsible for providing smoke and/or carbon monoxide detector certificates at closing.

The Town of Lakeville is providing some of the information suitable to making an informed decision on the suitability of the Property for building purposes or other lawful use. The Town, however, makes **no representations or warranties whatsoever**, either express or implied, that the Property is buildable, the building habitable or complies with the zoning bylaws of the Town of Lakeville, that the Property can be used for any particular use or purpose, or about the condition of the Property or the building thereon, if any, or as to the environmental condition of the Property. Proposers are expressly instructed to independently verify the information contained herein and determine if the Property complies with local zoning bylaws and other statutes and rules and regulations applicable to the Property. Acceptance of the proposal by the Town does not constitute permit approval. No special consideration shall be given. Fees will not be waived.

**C. BID OPENING**

Sealed proposals will be accepted at the Board of Selectmen’s Office, Town Office Building, 346 Bedford Street, Lakeville, MA 02347 on or before 10:00 AM **on October 13, 2017**. At that time and place, said bids will be publicly opened.

The Town of Lakeville is an affirmative action/equal opportunity Town. The proposer agrees that its proposal shall be good and may not be withdrawn for a period of one hundred and twenty (120) days after the opening of the proposals.

**D. PRICE**

The Town is interested in conveying the Property at the highest responsible 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.

**E. EVALUATION CRITERIA**

The Town will offer to sell the Property to the proposers who submit the most advantageous Proposal based on the following criteria:

1. The proposer must meet all of the Submittal Requirements set forth above in Section G below; and
2. The price offered by the proposer; and
3. The ability of the proposer to meet the financial obligations of the purchase.

The Board of Selectmen will consider all of the above factors and will make an award deemed to be in the best interest of the Town. The Board of Selectmen shall not be obligated to award the Property to the proposers proposing the highest purchase price.

The Town reserves the right, at its sole discretion, to select a finalist to submit and negotiate a more fully developed response. If, at any time, negotiations with any selected proposer are not proceeding to the satisfaction of the Town, in its sole judgment, then the Town may choose to select another proposer with which to conduct negotiations.

#### **F. AWARD AND CLOSING SCHEDULE**

The Property will be awarded to the proposers selected in accordance with Section E above. The Town reserves the right to waive any informality, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The successful proposer (also referred to as the “Buyer”) and the Town shall enter into a purchase and sale agreement substantially similar to the Purchase and Sale Agreement attached hereto as Exhibit A (the “Agreement”) within ten (10) days from the date of the award. In the event the successful proposer fails to enter into the Agreement with the Town within said ten (10) day period, the Town may rescind the award and retain the binder as liquidated damages.

The closing shall occur within forty-five (45) days from the date on which the parties enter into the Agreement, or within such further time as the Board of Selectmen and the proposer shall agree.

The Agreement shall contain, in addition to the usual provisions, the following terms:

1. At time of execution of the Agreement, the Buyer shall pay a deposit, which, with the binder to be paid with the submission of the proposal, will equal ten percent (10%) of the purchase price. The deposit submitted by the Buyer for the Property shall be held in escrow by the Treasurer of the Town of Lakeville in a non-interest bearing account, and shall be duly accounted for at the time for performance of this Agreement. In the event that the Buyer fails to fulfill its obligation to purchase the Property, 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 Agreement pending instructions mutually given by the Town and the Buyer.

2. If the acquisition of the Property is financed by a lending institution, the Buyer must deliver a firm letter of commitment to the Town within twenty (20) days from the date of the Agreement.

3. 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 Property, and based upon Buyer's investigation, Buyer is aware of the condition of the Property and will accept the Property "AS IS." 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 Waste") on, in, under or emitting from the Property or for any other condition or defect on the Property, including the condition of the building located thereon, if any. The provisions of this section shall survive delivery of the deed.

4. Buyer acknowledges that Seller has informed Buyer that the septic system serving the Premises is likely not in compliance with Title 5 and Buyer agrees to be responsible for repairing and/or replacing the septic system, at Buyer's sole cost, after the closing. Further, Seller shall not be responsible for providing smoke and/or carbon monoxide detector certificates, and Buyer hereby waives the requirement that the building be provided with smoke and/or carbon monoxide detectors at the time of the sale.

5. No broker's commission shall be paid by the Town, and the Buyer shall defend, indemnify and hold harmless the Town from any claims for such commission.

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

7. The Buyer shall pay the monetary consideration for the Property by certified, treasurer's, or bank check or by wire transfer.

8. The Buyer acknowledges that Buyer may need to make improvements to the building to use it for residential purposes and to bring it into compliance with applicable laws, rules, regulations and codes. The Buyer further acknowledges that the septic system serving the building is unlikely to pass a Title 5 inspection, and it is Buyer's obligation to make the septic system compliant upon purchase at Buyer's sole cost and expense. The Town is conveying the Property, with the building thereon, in its AS-IS condition, without any representations or warranties, express or implied. The Buyer hereby waives the requirement that the building be provided with smoke and/or carbon monoxide detectors and pass Title 5 inspection at the time of the sale. The provisions of this section shall survive the delivery of the deed.

9. In the event that the Town defaults under the Agreement, the Buyer shall be entitled to terminate the Agreement, 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 Agreement by the Town.

10. The purchase of the Property shall not be contingent on the sale of any other property.

11. The Closing Date shall be forty-five (45) days from the date on which the Agreement is signed by the Town and the Buyer, or within such further time as the Board of Selectmen, in its sole discretion, and the Buyer shall agree.

**G. SUBMITTAL REQUIREMENTS**

In order for proposers to submit a bid, proposers are required to submit in a sealed envelope the following items, which are referred to, collectively, as the "Proposal Package:"

1. Cover letter: This letter shall provide an expression of interest, identify the proposer, and list the name, address and telephone number of all interested parties.
2. Price Proposal Form: Proposers must insert the price offered for the Property by filling in the blank spaces in the Price Proposal Form attached hereto in both words and figures. Please note the minimum purchase price stated in this RFP for the relevant Property.
3. Forms A through E: Proposers are required to fill out and sign Forms A through E attached hereto:
  - *Form A, Certificate of Non-Collusion*: required under G.L. c. 30B, §10, in which the proposer states that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal signed and dated by the proposer.
  - *Form B, Certificate of Tax Compliance*: required under G.L. c. 62C, §49A, in which the proposer certifies that he or she has complied with all laws of the Commonwealth of Massachusetts relating to taxes.
  - *Form C, Certificate of Authority*: in which the proposer gives the names and residences of all persons and parties with an interest in the foregoing proposal.
  - *Form D, Real Property Disclosure Statement*: required under G.L. c. 7C, § 38, in which the proposer identifies the parties having an interest in the property and whether any such party is a state or local employee.
  - *Form E, Lead Paint Affidavit*: the successful proposer shall have executed the Lead Paint Notification Form prior to the execution of the Agreement.

4. Binder: Proposers are required to submit a certified check, bank check, or money order in the amount of \$1,000.00, payable to the Town of Lakeville, as a binder to be credited to the deposit to be paid under the Agreement with the successful proposer or otherwise returned. Proposals that are not accompanied by this binder at the time of Proposal submission deadline will be rejected.
5. Financing Information and, if applicable, Loan Commitment: Each proposer must provide evidence of having funds available in an amount to pay the purchase price and comply with any other financial obligations related to the proposed purchase of the Property. 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 letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions. The proposer must deliver a firm letter of commitment to the Town within twenty (20) days from the date of the Agreement.
6. Other: The proposer should include in this section any other information or unique features which the proposer believes the Town should know in order to fully evaluate the Proposal.

**One (1) original and five (5) copies of the Proposal Package shall be submitted to the Board of Selectmen's Office and must be delivered in a sealed package that is clearly marked "Town of Lakeville – Purchase of 239 Main Street."**

Any bid submitted without the Price Proposal Form, Forms A through E, the Binder, and, if applicable, the Financing Approval, **will not be considered**.

Sealed proposals for purchasing the Property will be received at the Board of Selectmen's Office until the time specified in Section C above, at which time the proposals will be publicly opened and read aloud.

#### **G. INSTRUCTIONS TO PROPOSERS**

1. Proposers requiring clarification of the RFP documents regarding any ambiguity, inconsistency, or error that they may discover upon examination of the RFP documents shall promptly make a written inquiry via email to Tracie Craig-McGee, Executive Assistant, at [tcrraig-mcgee@lakevillema.org](mailto:tcrraig-mcgee@lakevillema.org). All such requests **received seven (7) calendar days prior to the proposal opening date**, or earlier, shall be considered for response. No instructions other than those stated herein shall be binding upon the Town, unless confirmed in writing by addendum. Requests that, in the opinion of the Town, require interpretation for the benefit of proposers or that require correction or change in the RFP documents as originally issued, shall be addressed in the form of an addendum to the RFP documents. Such addendum shall become part of the RFP documents and final contract. Addenda will be issued to each party on record at the Lakeville Board of Selectmen's Office as having been issued the RFP documents; addenda will be emailed or faxed to proposers and acceptance confirmed by the recipients. A copy of any addendum as

may be issued will be on file at the Board of Selectmen's Office at the address indicated in section C of this RFP.

2. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from the obligation to comply with the terms of such addenda. All addenda so issued shall become part of this RFP.

3. At the time of the opening of bids each proposer will be presumed to have inspected the Property and to have read and be thoroughly familiar with the RFP (including all addenda). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation to comply with the RFP.

4. Proposers are cautioned that it is the responsibility of each individual proposer to assure that his/her proposal is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of proposal by the due date. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature. The clock in the Board of Selectmen's Office shall be the official time for submittals.

5. Proposals may be corrected, modified, or withdrawn prior to the deadline for submission of Proposals by submitting the required number of copies of such correction, modification, withdrawal or a new submission, clearly marked on the outside envelope with the appropriate heading, by the deadline listed above. The Town is not responsible for the inadvertent opening of unmarked or poorly marked packages.

6. Proposals cannot be withdrawn for a period of 120 days after the opening of the proposals.

7. The successful proposer shall comply with all applicable federal, state, and local laws and regulations related to real estate transactions.

8. All proposals submitted to the Town must include all forms included within the contents of this RFP and they must all be filled out and properly executed. Failure to submit all forms properly filled out and executed will be grounds for rejection of the proposal.

9. All signatures must be handwritten and in ink by the person(s) seeking to purchase the Property. All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, or which contain additions not called for in the specifications, erasures, alteration, or irregularities may be rejected.

10. All proposals become the property of the Town. All proposals are deemed to be public records within the meaning of the Public Records Law

11. The Town reserves the right to interview or to seek additional information from any proposer after bidding, but before entering into an Agreement, to reject any Proposal if it deems it to be in the best interest of the Town, and to award the opportunity to purchase the Property to the next qualified proposer.

12. Consistent with MA General Laws Chapter 30B, Section 16, the Town reserves the right to award the opportunity to sell the Property based on considerations other than price, as long as such award is advantageous to the Town. The Town will consider the overall value of the offer, including both monetary and non-monetary considerations.

13. The selection of the proposer shall be made without regard to race, color, sex, age, religion, sexual orientation, gender identity, political affiliation, or national origin.

14. The Town reserves the right to reject any and all proposals, to negotiate any and all non-mandatory contract terms with the successful proposer, or to cancel this procurement at any time if it is in the Town's best interest to do so.

**TOWN OF LAKEVILLE**

REQUEST FOR PROPOSALS (RFP)

SALE OF PROPERTY AT  
239 MAIN STREET, LAKEVILLE, MA

**PRICE PROPOSAL FORM**

- 1) **BID PRICE:** Please write your bid offer on the spaces provided below in both written words and numbers:

\_\_\_\_\_

Print/Type your bid amount in written form.

\$ \_\_\_\_\_

Print/Type your bid amount above in number form.

\_\_\_\_\_

***Note:** Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amount, the written form will be held.*

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

PRINT NAME: \_\_\_\_\_

ENTITY: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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

**TOWN OF LAKEVILLE**

**REQUEST FOR PROPOSALS (RFP)**

**SALE OF PROPERTY AT  
239 MAIN STREET, LAKEVILLE, MA**

**FORM A**

**Certificate of Non-Collusion**

Under Massachusetts General Laws Ch. 30B, Sec. 10 the following Certification must be provided:

“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.”

(Please Print)

\_\_\_\_\_  
Authorized Official’s Signature

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

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

**TOWN OF LAKEVILLE**

REQUEST FOR PROPOSALS (RFP)

SALE OF PROPERTY AT  
239 MAIN STREET, LAKEVILLE, MA

**FORM B**

**Certificate of Tax Compliance**

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

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

**TOWN OF LAKEVILLE**

**REQUEST FOR PROPOSALS (RFP)**

**SALE OF PROPERTY AT  
239 MAIN STREET, LAKEVILLE, MA**

**FORM C**

**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 Corporation give names of President, Treasurer and Manager; and in case of Firms give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Proposer:

**(1) If a Proprietorship**

Name of Owner: \_\_\_\_\_

	ADDRESS	ZIP CODE	TEL. #
Business:	_____	_____	_____
Home:	_____	_____	_____

**(2) If a Partnership**

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

BUSINESS ADDRESS

ZIP CODE

TEL. #

\_\_\_\_\_

**(3) If a Corporation**

Full Legal Name:

\_\_\_\_\_

State of Incorporation:

\_\_\_\_\_

Principal Place of Business:

ZIP \_\_\_\_\_

Qualified in Massachusetts:

Yes \_\_\_\_\_

No \_\_\_\_\_

Place of Business in Massachusetts:

ZIP CODE

TEL. # \_\_\_\_\_

**(4) If a Trustee**

Full Legal Name of Trust:

\_\_\_\_\_

Recording Information on Declaration of Trust:

\_\_\_\_\_

Authorized Signature of Proponent: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**TOWN OF LAKEVILLE**

REQUEST FOR PROPOSALS (RFP)

SALE OF PROPERTY AT  
239 MAIN STREET, LAKEVILLE, MA

**FORM D**

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

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: A parcel of land located at 239 Main Street, Lakeville, being the premises described in a deed recorded with the Plymouth Registry of Deeds in Book 8925, Page 232

(2) Type of Transaction, Agreement, or Document: Lease of land by the Town of Lakeville.

(3) Public Agency Participating in Transaction: Town of Lakeville

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

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

\_\_\_\_\_ Lessor/Landlord \_\_\_\_\_ Tenant/Tenant  
\_\_\_\_\_ Seller/Grantor  X  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):

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

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Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

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Print Name & Title of Authorized Signer

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

**TOWN OF LAKEVILLE**

REQUEST FOR PROPOSALS (RFP)

SALE OF PROPERTY AT  
239 MAIN STREET, LAKEVILLE, MA

**FORM E**

**LEAD PAINT NOTIFICATION FORM**

PROPERTY: 239 Main Street, Lakeville, MA 02347

PROPOSER: \_\_\_\_\_

I/We understand that Massachusetts General Laws Chapter 111, Section 190-199, as amended, provide in substance that if a child under six years of age is to reside in the above premises, and there is any paint, plaster or other accessible material containing dangerous levels of lead as defined by Section 194, that the undersigned buyers as the new owners must remove or cover the said paint, plaster or other material so as to make it inaccessible to any such child.

The undersigned acknowledge their responsibility for compliance with said Lead Paint Law and agree, if required by law, to have an inspection made by the local Board of Health or by any other qualified person or persons, and further agree to remove or cause to be removed or adequately covered all lead based substances in all the premises which are in violation of the Lead Paint Law so called, all such work to be done in accordance with applicable federal, state and local laws and regulations.

I/We understand further and acknowledge that in conveying the premises, the Town of Lakeville is relying upon the certifications, representations and undertakings herein made by us. I/We hereby consent to such reliance and agree, jointly and severally, to indemnify and hold harmless the Town of Lakeville, its successors and assigns, from and against all liability, loss, damage or injury and all reasonable costs and expenses (including reasonable attorney fees) related hereto arising from any false certification or misrepresentation herein contained or any breach of or default under any agreement or undertaking herein made.

The undersigned hereby acknowledge receipt of a copy of this memorandum.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2017.

Witness

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

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

## EXHIBIT A

### PURCHASE AND SALE AGREEMENT

1. **PARTIES.** **The Town of Lakeville**, having an address of Lakeville Town Office Building, 346 Bedford Street, Lakeville, MA 02347, hereinafter called the SELLER, hereinafter called the SELLER, agrees to sell, and \_\_\_\_\_, having an address of \_\_\_\_\_, hereinafter called the BUYER or PURCHASER, agrees to buy, upon the terms hereinafter set forth, the following described premises.

2. **PREMISES.** A portion of the parcel of land with the improvements located at 239 Main Street in Lakeville, Massachusetts, which portion contains 30,000 square feet, more or less, and is a portion of the premises described in the deed recorded with the Plymouth County Registry of Deeds in Book 8925, Page 232 (the "premises").

3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.** Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith, if any.

4. **TITLE DEED.** Said premises are to be conveyed by a quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven business days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement; and
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes.

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

6. **TIME FOR PERFORMANCE; DELIVERY.** Such deed is to be delivered at 11:00 a.m. at the Plymouth District Registry of Deeds on \_\_\_\_\_, 2017, unless otherwise agreed upon in writing. If the closing date shall fall on a weekend or holiday on which the Registry of Deeds is closed, the closing shall take place on the next business day thereafter. It is agreed that time is of the essence of this agreement.

7. PURCHASE PRICE. The agreed purchase price for said premises is the conveyance to the SELLER of \_\_\_\_\_ Thousand and 00/100 Dollars (\$\_\_\_\_\_), of which:

\$ 1,000.00	has been paid as a binder, to be credited to the deposit
\$ _____	has been paid as the balance of deposit on this day; and
\$ _____	are to be paid at the time of delivery of the deed by certified, treasurer's, or bank check or by wire transfer, at SELLER'S discretion
<hr/>	
\$	TOTAL

8. POSSESSION AND CONTROL OF PREMISES. Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

9. EXTENSION TO MAKE TITLE OR PREMISES CONFORM. If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then 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 the 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 the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty calendar days. In no event, however, shall reasonable efforts require the SELLER to expend more than \$1,000.00, including attorneys' fees.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE. The BUYER shall have the election, at either the original or any extended time 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 deduction, in which case the SELLER shall convey such title.

12. ACCEPTANCE OF DEED. The acceptance of a deed by the 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.

13. INSURANCE. Until the delivery of the deed, the SELLER shall maintain insurance on said premises as presently insured.

14. ADJUSTMENTS. Water, sewer, fuel and other charges shall be adjusted as of the date of closing. 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 the BUYER at the time of delivery of the deed.

15. ADJUSTMENT OF UNASSESSED AND ABATED TAXES. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

16. DEPOSIT. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Lakeville as escrow agent, in a non-interest bearing account, subject to the terms of this agreement 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 the SELLER and the BUYER.

17. BUYER'S DEFAULT; DAMAGES. If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as SELLER'S sole and exclusive remedy at law and equity for BUYER'S breach of this agreement.

18. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

19. WARRANTIES AND REPRESENTATIONS. The BUYER acknowledges that the 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 agreement or previously made in writing, except for the additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE.

20. MORTGAGE CONTINGENCY CLAUSE. The BUYER'S performance hereunder is contingent upon receipt by the BUYER of a firm written loan commitment from an institutional lender (the "Lender"), upon commercially reasonable terms, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00) (the "Financing"). BUYER shall use good faith, commercially reasonable and diligent efforts to obtain such Financing. If despite the BUYER'S diligent efforts a commitment for such loan cannot be obtained twenty (20) days from

the date of this agreement, the BUYER and the SELLER shall each have the right to terminate this agreement by written notice to the other party prior to the expiration of such time, whereupon 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. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions within three (3) days from the date of this agreement. The provisions of this Section shall survive the termination of this agreement.

21. 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.

22. CONTINGENCIES. The obligations of BUYER and SELLER are contingent upon the satisfaction of each of the following conditions:

- (a) 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;
- (b) Compliance with the provisions of G.L.c.30B, §16; and
- (c) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of the premises by the SELLER.

Provided, however, that if any of the foregoing conditions are not satisfied by the closing date, BUYER and/or SELLER shall have the option of extending the closing date until such conditions are satisfied, and further provided that the closing date shall not be extended beyond \_\_\_\_\_, 2017, provided that the party seeking the extension shall give the other parties three (3) days written notice of its exercise of this option and shall give seven (7) days written notice of the new closing date. BUYER and SELLER shall use diligent efforts to satisfy all contingencies.

23. AFFIDAVITS. At the time of delivery of the deed, SELLER shall execute and deliver all the usual and customary affidavits required by BUYER'S attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to BUYER and/or BUYER'S mortgagee and/or the BUYER individually to the effect that: (1) there are no tenants, lessees or parties in possession of the premises, except as noted herein; (2) that SELLER is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

24. HAZARDOUS MATERIALS. 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". 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 Waste") on, in, under or emitting from the premises or for any other condition or defect on the premises. The provisions of this Section shall survive delivery of the deed.

25. ASSIGNMENT. BUYER shall not assign this agreement or any of its rights hereunder without prior written consent of SELLER, which may be withheld in the SELLER'S sole and absolute discretion.

26. PROPERTY INSPECTION; CONDITION OF PREMISES, BUILDING. BUYER or BUYER'S agent(s) 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, which shall not to be unreasonably withheld. BUYER shall indemnify, defend 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. BUYER acknowledges that the septic system serving the Premises has not passed Title 5 inspection, and must be brought into compliance with applicable laws, rules, regulations and codes at BUYER'S sole cost. The BUYER hereby expressly waives the requirement that the building be provided with a Title 5-compliant septic system, and further waives the requirement that SELLER provide smoke and carbon monoxide detectors at the time of the sale. BUYER shall release, indemnify and save harmless SELLER from any and all liabilities, damages, loss, costs expenses (including any and all attorneys' fees, and expenses of SELLER), causes of action, suits, claims, demands or judgments of any nature whatsoever relating to the condition of the building on the premises. In the event BUYER finds Hazardous Waste 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 of the same in writing prior to the closing date, this agreement shall be null and void and without recourse to the parties, unless SELLER, at SELLER'S sole and absolute discretion, gives written notice to BUYER within twenty (20) days of receiving BUYER'S notice of its intention to remediate such contamination and thereafter remediates such hazardous condition in full compliance with applicable law within a reasonable period of time, with SELLER paying all of the costs of remediation. Nothing herein shall require SELLER to remediate any contamination on the premises. The provisions of this Section shall survive the delivery of the deed.

27. 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 the BUYER, by a title insurance company acceptable to the 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.

28. 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.

29. 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 the SELLER expressly set forth in this agreement, the 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 the SELLER or any employee or representative of the SELLER.

30. 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 upon the earlier of: (i) two business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one business day after deposit with an express courier service such as Federal Express; (iii) actual receipt, or (iv) confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed in the case of:

SELLER: Board of Selectmen  
Town Office Building  
346 Bedford Street  
Lakeville, MA 02347  
Telephone:  
Facsimile:

With a copy to: Shirin Everett, Esq.  
KP Law, P.C  
101 Arch Street  
Boston, MA 02110  
Telephone: (617) 556-0007  
Facsimile: (617) 654-1735

In the case of BUYER:

with a copy to:

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.

31. CASUALTY AND 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 the Town of Lakeville, then SELLER or BUYER, may, at its option, terminate this agreement, whereupon all deposits made by BUYER under this agreement shall be returned to BUYER. "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.

32. 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.

33. SMOKE AND CARBON MONOXIDE DETECTORS. BUYER hereby waives SELLER'S obligation to deliver a certificate from the fire department that the premises have been equipped with approved smoke detectors and carbon monoxide detectors.

34. LEAD PAINT LAW. The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of

said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

35. 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 sixty (60) days 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.

36. 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.

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

Signed by the parties as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017

SELLER:

BUYER:

TOWN OF LAKEVILLE,  
By its Board of Selectmen

\_\_\_\_\_  
Aaron Burke, Chairman

\_\_\_\_\_  
John Powderly

\_\_\_\_\_  
Miriam Hollenbeck