**TOWN OF PRINCETON**

**REQUEST FOR PROPOSALS (RFP)**

FOR THE PURCHASE AND RENOVATION OF PROPERTY OWNED BY THE TOWN OF PRINCETON, MASSACHUSETTS

**MECHANICS HALL**

104 Main Street

**The RFP Submission Deadline is:**

**Date: xxxxxday, xxxxxx xx, 20??**

**Time: 1:00 PM**

**Place: Town of Princeton**

**Town Administrator’s Office**

**Town Hall**

**6 Town Hall Drive**

**Princeton, MA 01541**

 **REQUEST FOR PROPOSALS (RFP)**

FOR THE PURCHASE AND RENOVATION OF PROPERTY OWNED BY THE TOWN OF PRINCETON, MASSACHUSETTS

**MECHANICS HALL**

**I. INTRODUCTION**

The Town of Princeton, Massachusetts is requesting proposals for the acquisition and renovation of Mechanics Hall, a town-owned historic building. The building sits on a 0.306 acre parcel located at 104 Main Street (Route 140) in the village of East Princeton, adjacent to a small convenience store and garage to the north and a private residence to the south. Significant road improvements planned for the next few years will add sidewalks and street lights to the neighborhood and also provide traffic calming measures. The building offers a unique opportunity for the right owner. This is an opportunity to redevelop an historic property and to establish a small business that becomes an important part of our historic village and a community asset for years to come.

**II. THE BUILDING**

Mechanics Hall was constructed in 1852 to serve as a school for the village, with materials obtained from the 1843 schoolhouse, and also included a large upstairs meeting hall. It is a wooden structure constructed in the Greek Revival style, painted white, with four large pillars in the front. It served as the predominant focal point of the village for many years, was used by a number of local organizations, and remains Princeton’s oldest municipal building.  The building is located within the East Princeton Village Historic District (listed on the National Register) and was selected by Preservation Massachusetts as one of the Commonwealth’s Most Endangered Historical Resources.

The 2007 Princeton Town Master Plan included a discussion of Mechanics Hall.  Problems noted included the lack of a septic system (there is no municipal wastewater disposal), limited parking, and access barriers for people with disabilities. The town installed a new roof in 1997 to protect Mechanics Hall from further deterioration, but very little additional work was done.  A 1997 study determined that the required renovations would cost about $350,000. The 2007 plan stated that rising construction costs would have likely increased that estimate to $1,000,000.

The non-profit volunteer group Friends of Mechanics Hall was established in 2012 to try to find ways to preserve the building after decades of limited maintenance by the Town. The Friends paid for an assessment by Justin McCarthy, an historical restoration contractor.  His onsite evaluation did not include a full engineering structural review, but did provide a good deal of useful information which is summarized below.  A full copy of the assessment can be found at http://town.princeton.ma.us/Pages/Mechanics\_Hall.

1. **ASSESSMENT BY J.D. MCCARTHY, INC (2013)**

The basement consists of the original earth floor with original stone foundation and some poured concrete reinforcement.  There is no foundation beneath the rear addition. Perimeter drains, vapor barriers, and a poured concrete floor are recommended to minimize infiltration of water and to improve functionality.  Stairs to the basement need to be rebuilt. There are areas of sills and girders that need repair, and footings will be required to provide support for the 10” timber posts.

The first floor (~1100 sq ft) consists of two main rooms, two non-functional bathrooms, a foyer, and a hallway.  The ceiling is 8½ feet high. Floors are tongue-and-groove hardwood and appear in good condition. All paint is presumed to be lead-based and will need to be addressed.  There is a rear addition (~420 sq ft) with a 7 foot high ceiling, no foundation, and no direct access from the rest of the first floor.

The second floor (~1100 sq ft) consists of a single large room with hardwood floors, a stage platform, and a ceiling of nearly 10 feet in height.  There is a stairway that leads to this room from the first floor at the front of the building. There is a rear addition (~420 sq ft) with a sloped 7-8 foot high ceiling that can be reached from entrances on either side of the stage and from a stairway from the first floor addition.

The attic consists of original roof rafters and sheathing, and the three tab asphalt roof is estimated to be nearing the end of its lifespan.  [*NOTE: It should be noted that the roof was replaced in 1997 and Justin McCarthy was not aware of this.*]

Existing six over six wood framed original single pane windows need some work.  The exterior clapboard siding is deteriorating and needs paint. The steel fire escape on the side of the building connects the second floor to the ground level and appears sound but could use a coat of paint. *[NOTE: The base of the fire escape has deteriorated and now needs support at base]*

*“Overall, Mechanics Hall is in better condition than I would have expected after so many years of disuse/disrepair”* Justin McCarthy, 2013

Recommendations were made to preserve existing historical elements and to bring the structure into more functional use.  These included foundation repair and additions, structural repairs to framing, rebuild of basement stairs, exterior paint, insulation, heating system, septic system, electrical upgrade, roof replacement, lead paint analysis, assessment by a structural engineer, and development of a design/use plan.  Estimated costs (which did not include insulation, heating system, septic system, electrical upgrade, lead paint analysis, a structural assessment, or development of a design/use plan) were between $130,000-$150,000 in 2013.

1. **ASSESSMENT BY WPI STUDENTS**

In order to obtain a structural review of the building without having to spend a considerable amount of money, the Friends of Mechanics Hall asked three WPI students and their professor Leonard Albano if they would be interested in using the building as the basis for a senior level Major Qualifying Project (MQP).  The students produced detailed floor plans of the structure as it exists and looked at the stability of support columns and floor joists, load factors on each floor, code compliance, the state of existing plumbing, roof integrity, fire safety, and windows. The scope of work was limited by the expertise of the project group, so heating and ventilation systems, plumbing, and electricity were not considered.

The students found several apparent code violations but their primary areas of concern were condition of the joists, carrier beams that failed all three critical checks (bending, shear, and deflection), and columns with insufficient strength supported by inadequate footings.  They also had concerns about fire safety. Information presented in this study was the primary reason that the Town decided to immediately close the building to public access. It should be remembered, however, that these were the findings of three undergraduate students and not results of a study by a registered engineer.

The study with floor plans can be found at http://town.princeton.ma.us/Pages/Mechanics\_Hall

1. **ASSESSMENT BY MEANDER STUDIO**

In 2015 the Friends of Mechanics Hall contracted with architect Michael Wolfson of Meander Studio to develop plans, confirm any zoning, building, or accessibility code issues, obtain a design schematic, estimate costs, and eventually produce construction drawings.  Detailed floor plans and item by item cost estimates were produced and delivered to the Friends. The cost estimates were intentionally quite high and included all possible expenses including an elevator for second floor access plus 20% contingency fees.

* Phase 1 – Painting and restoration of the front façade ($25,170).
* Phase 2a‐ Renovation of the existing ground floor. This included new restrooms on the first floor as well as electrical, mechanical, and plumbing upgrades that will set up infrastructure for future renovations. ($452,474)
* Phase 2b – Renovation of the second floor community space. ($66,975)
* Phase 3 – Demolition and replacement of the rear addition, including a foundation, new egress stairway, elevator, and kitchen. ($1,133,332)

A copy of the final memo, detailed cost estimates, and architectural drawings of the proposed renovation can be found at http://town.princeton.ma.us/Pages/Mechanics\_Hall

**III. ADDITIONAL KNOWN INFORMATION**

1. **WATER**

A drinking water well is present in the basement, shared by the neighboring business for many years.  The Department of Environmental Protection (DEP) issued a Notice of Noncompliance in September 2017 - the well had a number of violations and deficiencies related to its use as a public water supply.  These are not issues if the neighboring business discontinued use and the new owner did not serve 25 or more persons each day. A new owner should address some concerns such as elevating the wellhead out of the vault, adding a new well cap with screened vent, and asking the commercial neighbor to remove water quality threats such as the nearby above ground oil tank and dumpster. The Town of Princeton does not provide municipal water.

1. **SEWER**

It is unlikely that a standard Title 5 system could be located on the property due to the presence of the well in the basement, the well on the property of the neighbor to the south, and the presence of wetlands behind the building.  Innovative technologies are available and it may be possible to use composting toilets and a small graywater system. A tight tank is also possible but could face permitting challenges. The Town of Princeton does not provide municipal sewage disposal.

1. **PARKING**

Spaces in front of the building will be limited.  An agreement to share parking with the neighbor to the north should be explored, and the exact location of the property line between the two parcels should be determined as it has been suggested that some existing parking may actually be on the Mechanics Hall parcel.

1. **REGULATORY ISSUES**

The Watershed Protection Act prohibits any activity within 200 feet of the tributary behind the building and would require a variance from the DCR Division of Water Supply Protection.  Any activity within 400 feet might be limited, although there are a number of possible exemptions. Work within the existing footprint of the building would not be prohibited, and improvements to a legally permitted septic system would be allowed.

1. **DRAINAGE**

Water has leaked into the basement for many years.  Faulty gutters directed rainwater towards the foundation until they were removed.  New gutters should be installed that correctly direct roof runoff away from the foundation, and minor grading and landscaping would likely prevent water from reaching the basement without the need for foundation drains and extensive earth movement.

1. **ZONING**

The entire property is within the business district which would allow commercial use as well as residential use.

1. **CURRENT STATUS**

Decades of inadequate maintenance and safety concerns noted in the WPI study were the main factors behind the 2017 decision by the town administrator to immediately close the building to all activities and prevent public access until structural and other safety issues were addressed. Annual Town Meeting on May 15, 2018 authorized the Selectboard to sell and convey 104 Main Street, the so-called Mechanics Hall property, subject to the Selectboard’s decision on the recommendations of a committee, to be formed, and upon any other terms and conditions as determined by the Selectboard. Members of the Mechanics Hall Committee were appointed and instructed to research and recommend any restrictions to be placed on the sale. These restrictions are incorporated within this Request for Proposal in Section VII.

**IV. REDEVELOPMENT OPTIONS**

The Town will convey the property to a buyer who will rehabilitate the building subject to the restrictions listed in Section VII and redevelop the property for purposes that the Selectboard determines is in the best interest by the Town. While the Town will consider all of the uses allowed in business zoning district, the preference would be for office space or other activities that do not require significant traffic or parking.

**V. 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 benefits other than the highest price. The Town will consider the overall value of the offer.

**VI. SELECTION CRITERIA**

1. The dollar amount offered to the Town (up to 20 points).

2. The commitment to adhere to all restrictions and to embrace and preserve the historic role of the building (up to 20 points).

3. The contribution the redevelopment will make towards enhancing the quality of life in East Princeton (up to 15 points).

4. The level of financial investment and rehabilitation experience (up to 10 points).

5. The capacity to finance, market, manage, and package this project including the ability to secure tenants (up to 10 points).

6. Demonstrated readiness and ability to proceed on the project including time schedules reasonably described (up to 15 points).

7. 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).

8. The new owner will allow the public to use any newly created parking spaces during business off hours, except during snowstorms. (up to 5 points).

**VII. RESTRICTIONS**

**NOTE TO SELECTBOARD - the following highlighted information should be removed from the final RFP and is included for informational purposes only**

A town-wide survey was conducted with the assistance of the CMRPC. A link to the survey was distributed in an online mailing of Town News and a hard copy was included as an insert in the 2019 census. Although the survey was widely distributed and residents were able to respond either online or by delivering paper copies to the Town Hall, only 114 surveys were completed and returned.

Although a significant number of responses indicated a lack of interest in the building and therefore no need for any restrictions on a sale, a majority did favor restrictions of some kind. Most of those indicated that they would accept a sale that included a requirement to maintain the appearance of the exterior including the columns at the front.

A similar survey of the membership of the Friends of Mechanics Hall had been conducted previously and produced similar results. Respondents felt very strongly (29-4) that Mechanics Hall should not be sold unless restrictions were included, but again most indicated that they would accept the requirement that the appearance of the exterior be maintained. The officers of the Friends of Mechanics Hall agreed to support the sale of the building at the 2018 Town Meeting in a April 8, 2018 communication that stated:

*The Friends of Mechanics Hall have included the results of a recent survey to our membership in our internal discussions on this issue. Based on our vision for the building and the feedback from our many supporters we have concluded that the following stipulations be included in the terms of the sale of Mechanics Hall:*

* *The building shall not be razed and the original structure shall be retained.*
* *The owner shall maintain the historic character and traditional look and feel of the building, particularly the façade (front side).*
* *The owner shall maintain the structural integrity and weather-proof the building so the condition does not continue to deteriorate.*

*If these stipulations are included in the sale agreement the Friends of Mechanics Hall would support the Town’s intention of selling the land and building.*

After taking into consideration both the results of the town-wide survey as well as previous recommendations by the Friends of Mechanics Hall, the MH Committee has concluded that the following restrictions should be part of any proposed sale of the building. Whether or not this is accomplished as part of a deed restriction, land development agreement (see below), or some alternative legal mechanism should be determined by Town Counsel.

The buyer will agree to maintain the exterior of Mechanics Hall and preserve the appearance of the building especially the front portions (façade) including the columns. The building shall not be moved, demolished, removed or razed.

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. [To Be Determined]

**VIII. PROCESS SCHEDULE**

RFP public release/packets available: month day, year

Deadline for submission of questions: month day, year

**Deadline for proposal submission: month day, year**

Opening and preliminary review of proposals: month day, year

Completion of evaluation and scoring of proposals: month day, year

Public announcement of proposal selection: month day, year

**IX. SUBMITTAL REQUIREMENTS**

Anyone submitting a response to this RFP shall include the following: To be responsive, each prospective respondent must submit four (4) complete hard copies of the Proposal and one (1) PDF digital copy, including all information specified below. The hard copy of the Proposal must be inserted into a single sealed envelope marked “RFP FOR PURCHASE AND REDEVELOPMENT OF PRINCETON MECHANICS HALL”.

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 and the rehabilitation of the building (the “Project”). Each proposer shall submit a pro forma account of the funds necessary to finance the Project and how the proposer will 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 the Selection Criteria (see Section VI 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; [do we need to require this?]

(c) A description of how the proposal will comply with the deed 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 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.

**X. GENERAL TERMS AND CONDITIONS**

Advertisements noticing the availability of the RFP will be placed on the Commonwealth of Massachusetts Central Register, the Holden Landmark and the Fitchburg Sentinel, and the Worcester Telegram & Gazette. In addition, the RFP will be posted on the Town of Princeton municipal website at: http://town.princeton.ma.us 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 to have RFP e-mailed as a PDF file

The RFP Packet may be obtained at the Princeton Town Hall Town Administrator’s Office, Bagg Hall, 6 Town Hall Drive, Princeton, MA 01541 between the hours of 8:00 AM and 4:00 PM Monday through Thursday. The names and contact information of those who pick-up the RFP Packet at the Princeton 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. RFP respondents are encouraged to tour Mechanics Hall before submitting an RFP. To schedule a tour of the building, please contact Town Administrator Nina Nazarian at 978-464-2102 or townadministrator@town.princeton.ma.us

**Proposals are invited and must be received on or before 1:00 PM xxxday month day year at** the Princeton Town Hall, Town Administrator’s Office, Bagg Hall, 6 Town Hall Drive, Princeton, MA 01541. 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 xxxday month day year at 9 a.m. at the Office of the Town Administrator in Bagg 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 Princeton 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 Princeton may cancel this RFP, or reject in whole or in part, any and all proposals if the Town determines that this serves the best interests of the Town of Princeton.

The Town of Princeton 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 “Selection Criteria” in this RFP. **Therefore, the Town of Princeton may exercise its right to select a proposal that may not have offered the highest purchase price.**

If the Town of Princeton 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 Administrator Nina Nazarian, Bagg Hall, 6 Town Hall Drive, Princeton, MA 01541. Questions may be delivered or mailed to this address or emailed to townadministrator@town.princeton.ma.us. **All questions must be received by no later than xxxday month day year.** Written responses will be mailed or emailed 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.

**XI. EVALUATION PROCESS**

Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Town Administrator will conduct a preliminary screening of the submitted proposals to ensure that the documents and information required in Section IX 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 [or Selectboard?] will review each proposal with the Town Administrator to ensure that they meet all the comparative evaluation requirements listed in Section VI (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 Selectmen regarding their preferred redevelopment proposal. [if necessary]

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 Princeton, 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 Princeton 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 Princeton 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 Princeton

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 Selectmen/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 Selectmen according to the comparative evaluation criteria set forth in this RFP. The Board of Selectmen will select the most advantageous proposal, taking into consideration all of the evaluation criteria set forth in this RFP. The Board of Selectmen will notify all proposers in writing of its decision. The proposer selected by the Selectmen will be given exclusive rights to negotiate with the Town the terms of the purchase and development of the property. If, at any time, negotiations are not proceeding to the satisfaction of the Town, at its sole discretion, then the Town may choose to terminate said negotiations. The Selectmen may select another proposer with whom to initiate negotiations.

The Town of Princeton 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:

Town Administrator Nina Nazarian

Bagg Hall

6 Town Hall Drive,

Princeton, MA 01541

Phone: 978-464-2102

E-mail: townadministrator@town.princeton.ma.us

**XII. 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:

[THIS SECTION WILL NEED TO BE DEVELOPED AFTER CONSULTATION WITH NINA NAZARIAN OR TOWN COUNSEL]

*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 Princeton 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 Selectmen and Buyer shall agree.*

*9. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor relied upon any warranties or representations not set forth or incorporated in this P&S.*

*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 PURCHASE AND RENOVATION**

**OF**

**MECHANICS HALL**

**104 Main Street**

**Princeton, Massachusetts**

**Submitted by:**

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

**Date Submitted:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PURCHASE PRICE PROPOSAL FORM**

FOR THE PURCHASE OF MECHANICS HALL

PRINCETON, MASSACHUSETTS

Seller: Board of Selectmen, Town of Princeton

Bagg Hall

6 Town Hall Drive,

Princeton, MA 01541

Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Premises: Mechanics Hall

104 Main Street

Princeton, MA 01541

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 PRINCETON – REQUEST FOR PROPOSALS**

SALE OF MECHANICS HALL

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 PRINCETON– REQUEST FOR PROPOSALS**

SALE OF MECHANICS HALL

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

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

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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

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

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

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**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 PRINCETON – REQUEST FOR PROPOSALS**

SALE OF MECHANICS HALL

**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 104 Main Street, Princeton.

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

Sale of Town Property

(3) Public Agency Participating in Transaction:

Town of Princeton

(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 \_\_\_X\_\_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

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

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

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(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