

**TOWN OF WESTFORD
REQUEST FOR PROPOSALS
FOR THE
LEASE OF TOWN OWNED PROPERTY
RFP #2010-100**

**Town of Westford
23 Depot Street
Westford, MA 01886**

PROPOSAL SUBMITTAL DEADLINE:

MARCH 16, 2010, AT 10 AM

TOWN OF WESTFORD

REQUEST FOR PROPOSALS

FOR LEASE OF TOWN OWNED PROPERTY

RFP #2010-100

NOTICE

The Town of Westford, by and through its Board of Selectmen, requests Proposals from organizations to operate the premises collectively known as the Roudenbush Community Center. The properties are 65 Main Street, 73 Main Street and 170 Plain Road (collectively the "Premises"), with associated parking and grounds. The Town seeks an organization or agency to lease the Premises with an intended purpose that enriches the lives of Westford residents by offering community programming and activities that serve a diverse range of residents. The Town seeks to have the Proposer offer programs similar to those currently offered at the Roudenbush Community Center, such as community education, preschool, after school, gymnastics, licensed day care, and child and adult classes.

Request for Proposal documents may be obtained between 8:00 am and 4:00pm, beginning on **February 8, 2010** at:

Office of the Town Manager

23 Depot Street

Westford, MA 01886

Telephone No: (978) 692-5501

Or by registering online at

http://www.westfordma.gov/Pages/Government/WestfordMA_Procurement/bidregistration

Sealed Technical and Price Proposals will be received at the office of the Town Manager at the above address until **March 16, 2010, at 10:00 AM.**

The Board of Selectmen is the awarding authority and reserves the right to reject any and all Proposals, wholly or in part, if deemed in the best interests of the Town. The Town reserves the right to waive minor informalities. Proposals received after the time specified for receipt of Proposals will remain sealed and will not be considered. Questions about this request for Proposal shall be directed to the Town Manager at the address listed above and answers will be provided to all Proposers.

TOWN OF WESTFORD
REQUEST FOR PROPOSALS
FOR LEASE OF TOWN OWNED PROPERTY
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I. GENERAL INFORMATION & INTRODUCTION

1.1 General Description of the Project

The Town of Westford, by and through its Board of Selectmen, requests Proposals from organizations to operate the premises collectively known as the Roudenbush Community Center. The properties are 65 Main Street, 73 Main Street and 170 Plain Road (collectively the "Premises") collectively consisting of approximately 24,864 net usable square feet, with associated parking and grounds. The Town seeks to have the Proposer offer programs similar to those currently offered at the Roudenbush Community Center, such as community education, preschool, after school, gymnastics, licensed day care, and child and adult classes.

The Town has determined that the Premises are not needed for municipal uses and should be used to serve a public purpose, as further described in section 1.4. The Town received approval to lease the Properties at the May 9, 2009 Annual Town Meeting.

The Town's objective in soliciting Proposals is to identify a responsive and responsible Proposer that provides the best value to the Town, whose Proposal is compatible with the Town's Parks, Recreation and Cemetery Department operations, and also provides a benefit to town residents.

The Town seeks to lease the structures on the said Properties. Westford's Parks, Recreation and Cemetery department maintains and controls the use of the Whitney tennis courts, Whitney playground and Frost field at 65 and 73 Main Street. The Town's Parks, Recreation and Cemetery Department maintains and controls the use of the Captain Stephen Hamilton Field located adjacent to 170 Plain Road, and requires access to the lighting control box located in the basement of the building.

1.2 General Description of Premises

The description of the premises is taken from Town records and the personal knowledge of individuals familiar with the Premises. A copy of the Assessors record card for each property is attached to this RFP. The Town makes no representation regarding the presence or absence of asbestos or other hazardous or toxic substance. If non-structural asbestos components or other hazardous or toxic substances are identified the Lessee is responsible for appropriate management. The Premises previously had lead

abated by removal and/or encapsulation. Lessee is responsible for maintaining integrity of abated surfaces.

65 Main Street:

The Building: Built in 1897, the building now known as Roudenbush Community Center was built as Westford Academy, then a private school. The Westford School Department used the building as a school until June 1973 when care and custody was transferred to the Selectmen who leased the building to the Lowell YWCA for two years, and then Town Meeting gave care and custody to the Roudenbush Community Center Committee. The front door of the building opens onto a small entry. Two doors lead to a lobby, a third leads to the main office. On the first floor two of the five rooms are used as administrative offices, two are classrooms (one with an adjacent restroom), and one is the staff lounge. A hall runs behind the classrooms and a storage closet is at one end of the hall. Stairs lead from the hall to the outside and to the gymnasium.

Two staircases lead from the main lobby to the upper floors. Three preschool classrooms, one with a kitchen, occupy the second floor. A metal fire escape leads from the east preschool rooms over the gym to the ground. There are two stairways to the third floor. On each stairway landing is a small bathroom. The third floor has two offices and three large rooms and two closets for storage. Due to the lack a second means of egress, these storage rooms cannot be used for offices or classrooms.

From the first floor, there are two stairways to the basement level. On each stair landing are restrooms, each with three stalls and three sinks. The basement holds two small offices, a small sitting area, a three-room area and waiting room formerly used as a clinic, a restroom and the boiler room. A gym which was added to the rear of the building in 1927 has three exits to the parking lot, one exit to a stairway leading to the first floor back hall and an access from the basement level and the parking lot. There are three closets used for storage, a small sitting/coat room, and the former stage has been converted to a large storage area currently housing gymnastics equipment.

The building has a wheelchair lift from the south ground level entry to the first floor. The lift has a buzzer to call a staff member and cannot be operated independently by a person in a wheelchair and is not suitable for motorized wheelchairs. The three restrooms at the basement level are accessible, but the doors lack accessible hardware.

This building is connected to a sewer system serving five Westford center municipal buildings and the Lessee may be assessed an annual sewer fee at a rate to be determined by the Board of Selectmen.

The Grounds: The land consists of the parcel purchased from the Westford Academy Trustees in the 1920s and bounded by Main Street, 63 Main Street, the fence at the rear of the Roudenbush playground and the stone wall between the parking lot and the Whitney Playground. The Whitney

Playground is under the care and custody of the town's Parks, Recreation and Cemetery Department. The building's parking area has 67 spaces, including two accessible spaces for vans.

73 Main Street:

The Building: The former William E. Frost School was constructed in 1908 as an elementary school. The school department had care and custody of the building until 1990 when Town Meeting transferred custody to the Roudenbush Community Center Committee. It is currently used for full-day child care programs operated by the Roudenbush Community Center, Inc. Frost has classrooms on all floors, including the basement. At the main entrance, two doors open to a landing halfway between the basement and the first floor. In addition to three classrooms, the first floor contains offices, a small staff lounge, one adult bathroom with one toilet and one sink, and a bathroom with toilets and sinks for children. The second floor includes three classrooms, a bathroom with child-sized fixtures and one office. The hallway doubles as storage space and there is a refrigerator on the stair landing.

The basement provides not only classrooms, but also a changing room for children, a storage closet with food, crafts supplies and a stove, and a boiler room that also has laundry facilities, a refrigerator, and storage space.

The building has three rear exits from the basement level. The first and second floors have external metal fire escapes. The interior staircase is an open wood staircase. These egresses have been allowed because of the age of the building. The Roudenbush at Frost is equipped with a fire alarm and fire extinguishers. The building is not accessible to people with disabilities.

The Grounds: The land is bounded by Main Street, 75 Main Street, and the Whitney Playground to the west and south. The Whitney Playground is under the care and custody of the town's Parks, Recreation and Cemetery Department. The storage buildings and fenced in playground are part of the Frost land. The parking lot includes 25 parking spaces. This building is connected to the municipal sewer system and the Lessee may be assessed an annual sewer fee of a rate to be determined by the Board of Selectmen. See attached map.

170 Plain Road:

The Building: The former Nabnasset School, built in 1922, has two usable stories with classrooms, offices, restrooms and limited cooking facilities. It currently houses the Roudenbush at Nabnasset, offering licensed child care for toddlers and preschoolers operated by the Roudenbush Community Center, Inc. The main floor has two classrooms on one side of a wide corridor running the length of the building, and offices, restrooms equipped for children, an adult restroom, and storage space on the other side of the corridor. The hallway is used for storage, including a copier, refrigerator, computer and children's lockers. The basement level has two classrooms, one with kitchen facilities

in the corner, separated by a half wall. There is a changing facility/restroom with two toilets and one sink. One of the toilet stalls is an accessible adult stall and the other is a stall with a child-sized toilet. There is a storage room and a boiler room, which is also used for storage.

A lift provides access from outside to the basement.

The building has two external fire escapes from the main floor, along with two internal exit options at either end of the corridor. The building has a fire alarm and smoke detectors but it does not have a fire suppression system (sprinklers). The main floor is heated with forced hot water system, but the heating system does not work well. The basement-level classrooms and restrooms are heated by wall-mounted, screened electric space heaters. This building is not connected to the municipal sewer system and the upkeep and maintenance of the septic system shall be the responsibility of the Lessee. Interior and exterior facility maintenance shall be the responsibility of the Lessee.

The Grounds: The land consists of the lawns in front of the building bordering Plain Road and Oak Hill Road, the fenced-in playground, basketball and tennis courts, storage sheds and the parking lot. The contiguous Captain Stephen Hamilton fields are under the care and custody of the town's Parks, Recreation and Cemetery Department. See attached map for specific instructions.

1.3 Limitations on Use of Premises

The Lessee shall have exclusive use of the playgrounds for those sessions that require the use of a playground, said use being exclusive only during the time of the sessions. The Lessee shall not be entitled to exclusive use of the fields and/or parking lots.

1.4 Allowable Uses

The Town seeks an organization or agency to lease the Premises with an intended purpose that enriches the lives of Westford residents by offering community programming and activities that serve a diverse range of residents. The intended purpose must not change for the duration of the lease. There shall be no changes to the mission, activities, or intended use of the properties by the selected Proposer without the prior written approval of the awarding authority. The Lessee shall make necessary arrangements with town personnel to allow the continued use of the properties for scheduling, programming, maintenance, parking and all other uses by the Westford's Parks, Recreation and Cemetery Department. As required by the Zoning Bylaw for profit organizations are only permitted in the Residential A District by grant of a Variance by the Zoning Board of Appeals. Non-profits are permitted as of right in the Residential A District.

1.5 Term of Lease

Town Meeting authorized a lease of up to ten (10) years. The Town will entertain a lease term of

between two (2) and ten (10) years.

As a result, the term of the lease will be for a minimum of two (2) years to a maximum of ten (10) years. Proposers may propose any term between two (2) and ten (10) years with or without options to extend, but in no event shall the term, including any extension options, exceed a total of ten (10) years. The Selectmen reserve the right to extend the lease at the sole option of the Town on such terms as the Selectmen deem appropriate. Unless any lease includes provisions for an extension at the sole option of the Town, the lease cannot be extended at the end of the original term. Except for such extensions, continued lease of space by any tenant shall be subject to a competitive proposal/procurement process similar to this proposal process.

A draft lease is attached to this RFP. The successful Proposer shall be required to enter into a lease substantially in the form of that which is attached hereto.

II. INSTRUCTIONS FOR SUBMITTING PROPOSALS

2.1 Proposal Availability

Request for Proposals may be obtained between 8:00 am and 4:00pm, beginning on **February 8, 2010** at:

Office of the Town Manager

23 Depot Street

Westford, MA 01886

Telephone No: (978) 692-5501

Or by registering online at

http://www.westfordma.gov/Pages/Government/WestfordMA_Procurement/bidregistration

2.2 Pre-Proposal Meeting and Tour of Premises

February 23, 2010 at 9:00

The tour will commence at the Town Offices in the Millennium Building, 23 Depot Street, Westford, MA 01886 and proceed to the Premises. Please register in advance with Andrew Sheehan, Assistant Town Manager, at 978-692-5501 or asheehan@westfordma.gov

2.3 RFP Clarifications & Addenda

Oral statements, representations, clarifications or modifications concerning this RFP are not binding upon the Town. Questions concerning this RFP must be submitted in writing to Andrew Sheehan, Assistant Town Manager, 23 Depot Street, Westford, MA 01886 at least five (5) business days prior to the Proposal opening. Questions may be delivered, mailed, emailed, or faxed to 978-399-2557. All

questions received from interested Proposers and responses will be incorporated into an addendum. If any changes are made to this RFP an addendum will be issued. Addenda will be mailed, emailed, or faxed to all Proposers on record as having received the RFP package.

2.4 Modification or Withdrawal of Proposals

Proposers may correct, modify or withdraw a Proposal by written notice received by the Town prior to the time set for the Proposal opening. Proposal modifications shall be submitted in a sealed envelope clearly labeled "Modification No. ___." Each modification shall be numbered in sequence and must reference the original RFP.

After the Proposal opening, Proposers may not change any provision of the Proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake and the intended Proposal are clearly evident on the face of the Proposal documents the mistake will be corrected to reflect the intended correct Proposal, and the Proposer will be notified in writing; the Proposer may not withdraw the Proposal. Proposers may withdraw a Proposal if a mistake is clearly evident on the face of the Proposal document, but the intended correct Proposal is not similarly evident.

2.5 Execution of Lease

It is the Town's intention that a lease will be executed within thirty (30) days after the Proposal opening unless the time for award is extended by mutual consent of the parties.

2.6 Right to Cancel or Reject Proposals

The Town may cancel this RFP, or reject in whole or in part any and all Proposals, if the Town, determines that cancellation or rejection serves the best interests of the Town.

2.7 Proposal Submission

Sealed Proposals will be received until the deadline of **March 16, 2010, at 10:00AM**. Proposals submitted after this deadline will be rejected as untimely.

2.8 Unexpected Closure

If at the time Proposals are due Town Offices are closed due to uncontrollable events such as fire, snow, ice, wind, or building evacuation, the Proposal opening shall be postponed to 1:00PM the next business day. Proposals will be accepted until that date and time.

2.9 Proposal Submission Requirements and Format

One (1) sealed original and seven (7) copies of separate Price Proposals and Technical Proposals in sealed envelopes and an electronic copy on a compact disc are required. Identify Proposals as:

JODI ROSS, TOWN MANAGER

23 DEPOT STREET

WESTFORD, MA 01886

RFP #2010-100

Price Proposals will not be reviewed by the Technical Review Committee until Technical Proposals are reviewed and ranked.

Technical proposals shall include a non-collusion form and tax compliance certificate. Forms are appended to this RFP. Proposal must include a full description of the proposed use of each property that makes up the Premises, including intensity of use including: hours and days of operation; number of students and staff; expected vehicular and pedestrian trips to each property; expected means of transportation; anticipated use of public transportation, buses or vans to minimize parking and vehicular trips to the properties; potential traffic impacts; number of parking spaces required; exterior area needed and proposed use thereof. The description shall include any special requirements for the use of the Premises including parking provision, special events, etc.

Proposals must include a copy of the Articles of Incorporation and proof of filing for 501(c)3 status if applicable.

A Proposal shall be signed by authorized individual(s) as follows: 1. If the Proposer is an individual, by him/her personally; 2. If the Proposer is a partnership, by the name of the partnership followed by the signature of each general partner; 3. If the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation and the corporation seal affixed. If the Proposal is made by a corporation a statement of the principal business address of the corporation shall be included.

The Price Proposal, which shall be in a separate sealed envelope from the Technical Proposal, shall include all financial aspects of the Proposal.

Proposals received in "express type" envelopes will not be accepted as the Proposal envelope. The Proposal envelope shall be properly sealed and marked as noted above and contained inside such express envelopes if used. Technical and Price Proposals shall be in separate sealed envelopes.

2.10 Financial Standing

Proposers shall submit financial data including a statement of current fiscal year revenue and expenses and a proposed budget for next fiscal year. Methods of financing for proposed renovations, if any, shall be included that indicates to the satisfaction of the Town that the prospective Lessee can meet the lease requirements.

2.11 Disclosure of Beneficial Interest, Tax Compliance, and Certificate of Non-Collusion

Proposers are advised that the successful Lessee will be required to submit a disclosure of beneficial interests to be filed with the Commonwealth of Massachusetts, Division of Capital Asset Management (DCAM) as required by G. L. c. 7, s. 40J; a Tax Compliance Statement; and a Certificate of Non-Collusion. Copies of these forms are appended to this RFP.

2.12 Insurance and Indemnification

Proposers are advised that the successful Lessee will be required to submit a Certificate of Insurance in the required amounts included in the terms and conditions of the lease, naming the Town of Westford as an additional insured so as to protect the interests of the Town in the Premises. The successful Lessee will be required to indemnify and hold harmless the Town, in form acceptable to Town Counsel, for and against any claims, actions, demands, damages, costs, or expenses arising out of or related to Lessee's use of the Premises.

2.13 Real and Personal Property Taxes

If applicable, the Lessee will be charged taxes as required by the law pursuant to G. L. c. 59, s. 2B.

III. PROPOSAL CONTENT

3.1 Use Concept

On May 9, 2009, Article 21 of the Annual Town Meeting voted to transfer care, custody, control, and management of the Premises to the Board of Selectmen to be held for general municipal purposes and for the purpose of leasing, and to authorize the Board of Selectmen to lease in accordance with the provisions of G. L. c. 30B, s. 16, as applicable, all or a portion of the Premises, for a term not to exceed ten (10) years with an intended purpose similar to that which is currently in operation, as reasonably determined by the Board of Selectmen and on such terms and conditions as the Board of Selectmen deem to be in the best interests of the Town.

The primary purpose of this RFP is to select an organization from the most advantageous Proposal, taking into consideration both the evaluation criteria and the price that will use the Premises for enrichment purposes.

The Proposal must include a narrative of the use proposed, evidence that the Proposer has relevant experience, describe the similar facilities it operates, and demonstrate existing connections established within the community.

Proposers shall submit financial data including a statement of current fiscal year revenue and expenses and a proposed budget for next fiscal year. Methods of financing for proposed renovations, if any, shall be included that indicates to the satisfaction of the Town that the prospective Lessee can meet the lease requirements.

3.2 Tuition Assistance

The Proposal shall contain provisions for reduced rates, scholarships or sliding fee scales to assist Westford residents who are lacking financial means.

3.3 Coordination with other Service Providers and Town Departments

Proposers shall include plans for coordination with other service providers and Town departments to minimize duplication of programs. Other service providers and Town departments include but are not limited to the Public Schools, Recreation Department, Senior Center, youth athletic organizations, Board of Health, etc.

3.4 Use Guidelines

The Town will consider only Proposals that meet the following requirements:

Building Maintenance

Routine maintenance shall be provided by the lessee, including but not limited to changing light bulbs, cleaning HVAC units annually, and solid waste removal. Any proposed color scheme must have prior approval of the Town. The Lessee will be required to maintain the Premises in compliance with applicable laws, regulations, and building codes. Proposers must include a statement in their Proposal to meet this requirement. Any changes in programming which might affect loading shall be evaluated by a competent professional.

Grounds Maintenance

Grounds shall be maintained by the Lessee at its sole expense. Grounds shall be maintained in a condition comparable to abutting Town properties.

Snow and Ice Removal

The Lessee shall remove snow and ice from the Premises at its sole expense.

Repairs

Minor repairs such as broken windows, wall and ceiling finishes, torn carpeting and broken floor tiles, shall be the responsibility of the Lessee. Notification in advance of any repairs being conducted must be given to the Town for prior approval. No approval will be unreasonably withheld.

Custodial

Lessee shall be responsible for all custodial services, including but not limited to cleaning supplies, equipment and paper products. Proposers must include a statement in their Proposal as to how they will meet this requirement.

Utilities and Technology

Lessee shall be responsible for all utilities including but not limited to electricity, heat, telephone, internet, cable, etc. Lessee shall be responsible for providing all technology and technology-related components and infrastructure.

Maintenance of Wastewater System

Lessee shall be responsible for paying its share of the cost of maintenance of the wastewater system including grinder pump. For year 1 of the lease the cost shall be \$950 for the Frost School and \$625 for the Roudenbush Building. These assessments shall increase by three percent (3%) annually.

Accessibility Issues

Lessee shall be responsible for compliance with all disability and access laws including but not limited to the Americans with Disabilities Act (ADA) and Mass. Architectural Access Board, and for any costs related thereto. Proposers must include a statement in their Proposal as to how they will meet this requirement.

Alterations

No alterations of any kind will be allowed without the express prior permission of the Town. However, erection of temporary dividers or other internal fixtures necessary for the Lessee's use will be permitted upon prior written approval by the Town, provided that such temporary fixtures are removed from the premises at the termination of the lease. At all times during the term of the lease, the purchase, installation, and maintenance and removal of such fixtures will be the sole responsibility of the Lessee. Proposers must identify any alterations necessary to meet the needs of their proposed program.

Capital Improvements

The Lessee shall not be responsible for improvements. Optional capital improvements shall not be undertaken without the Town's prior approval.

3.5 References

Proposers shall include letters of reference demonstrating their experience and ability to meet the intent of this RFP.

IV. EVALUATION CRITERIA

Minimum Evaluation Criteria

In order for a Proposal to be considered complete and responsive, the Proposal shall include the following information. Proposals lacking this information, or failing to meet criteria in this section shall be deemed non-responsive and will not be considered for further review.

1. Completion of all forms attached hereto.
2. At least three (3) letters of reference
3. Articles of Incorporation
4. Proposer must seek to lease, occupy and maintain all of the three properties.
5. Narrative responses to all items listed in this RFP.
6. Commitment to give priority for enrollment in programs to Westford residents.

Comparative Evaluation Criteria

Proposals that satisfy the minimum evaluation criteria will be evaluated based on the following comparative criteria. The Town will evaluate all complete and responsive Proposals with respect to the following comparative criteria:

- 1) Readiness to commence operations
 - a) Not Advantageous: No initial course or program listing.
 - b) Advantageous: The Proposer has a list of courses and programs that it is preparing to offer.
 - c) Highly Advantageous: The Proposer has a list of courses and programs that it will offer, and the Proposer has provided tentative instructors and dates for the initial offerings.
- 2) Range of course and program offerings
 - a) Not Advantageous: The Proposal is narrowly focused on providing programming for a limited age group and only limited offerings. Limited age group shall be defined as an age range less than toddler to senior
 - b) Advantageous: The Proposal indicates programs and offerings to the public for either a limited age group, or the offerings would be limited in scope. Limited age group shall be defined as an age range less than toddler to senior
 - c) Highly Advantageous: The Proposal indicates the Proposer will be providing the broadest range of programming to meet the needs of Westford residents serving diverse age groups (toddlers

through seniors) that will facilitate the educational, intellectual, artistic and physical endeavors of Westford residents and others.

- 3) Plans for coordination with other service providers and Town departments to minimize duplication of programs. Other service providers and Town department include but are not limited to the Public Schools, Recreation Department, Senior Center, youth athletic organizations, Board of Health, etc.
 - a) Not Advantageous: The Proposer has not provided a plan for coordination with other service providers and Town departments.
 - b) Advantageous: The Proposer has a plan for coordination with other service providers and Town departments, but provides no details.
 - c) Highly Advantageous: The Proposer has provided a detailed plan specifically addressing how courses and programming will be offered without conflicting with those offered by other service providers and Town departments.
- 4) Routine Building and Grounds Maintenance Plan for all three buildings
 - a) Not Advantageous: The Proposer does not have a plan to accomplish routine building and grounds maintenance or the Proposer intends to rely on Town-provided services for routine maintenance of buildings and grounds.
 - b) Advantageous: The Proposer has a routine building and grounds maintenance plan that will be funded by the Proposer, but it lacks details, or it neglects to include some routine activities. The Proposer has experience maintaining buildings and grounds.
 - c) Highly Advantageous: The Proposer has a detailed routine building and grounds maintenance plan included in the Proposal that identifies all the routine maintenance actions that will be performed by the Proposer during the time of the lease. The plan will include all necessary routine building and grounds maintenance actions. The routine building and grounds maintenance will be funded by the Proposer. The Proposer has experience in the maintenance of historic buildings and grounds.
- 5) Management and Corporate Experience
 - a) Not Advantageous: The management team is identified, but with minimal satisfactory qualifications beyond the minimum qualifications
 - b) Advantageous: The identified management team has at least 3 years providing similar services to those identified in this RFP.

- c) Highly Advantageous: The identified management team has more than 5 years providing similar services to those identified in this RFP.
- 6) Bidder to provide Department of Early Education and Care Licensing History.
- a) Not Advantageous: More than three serious violations
 - b) Advantageous: Less than four and more than one serious violations
 - c) Highly Advantageous: Less than two serious violations
- 7) Scholarships, Reduced Rates, Sliding Fee Scales and Income Guidelines
- a) Not Advantageous: Proposal contains no provisions for reduced rates, scholarships or sliding fee scales to assist Westford residents who are lacking financial means.
 - b) Advantageous: Proposal contains provisions for reduced rates, scholarships or sliding fee scales to assist Westford residents who are lacking financial means.
 - c) Highly Advantageous: Proposal contains provisions to assist families who experience short-term hardships (fire, catastrophic illness, etc) and reduced rates, scholarships or sliding fee to assist Westford residents who are lacking financial means.

V. EVALUATION PROCESS

5.1 General Considerations

An Evaluation Committee established by the Town Manager will review the Technical Proposals. The Evaluation Committee may contact references, make site visits, interview or otherwise contact persons identified by Proposers, or seek any information that may assist it in evaluating the written Proposals. After a review of the Proposals, a ranking will be assigned to each. The Board of Selectmen, following the Town Manager's recommendation, will make the final contract award.

5.2 Evaluation Criteria

Prospective Lessees that fulfill all "minimum" criteria will be evaluated based on the "comparative criteria."

5.3 Rule for Award

The Town will determine the most advantageous Proposal from a responsive and responsible Proposer taking into consideration price and comparative evaluation criteria set forth in this RFP.

TOTAL ASSESSED: 3,121,900
 157651



IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value	Legal Description	User Acct
931	1,444,700		0.000	1,444,700	1,444,700		0
Total Card	1,444,700		0.000		1,444,700	Entered Lot Size	GIS Ref
Total Parcel	2,170,000	20,500	5.200	931,400	3,121,900	Total Land	GIS Ref
Source: Market Adj Cost		Total Value per SQ unit / Card: 98.65		/Parcel: 138.42		Land Unit Type:	Insp Date

PREVIOUS ASSESSMENT

Tax Yr	Use Cat	Blg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Price	Sale Code	V	Tst	Verif	Assoc PCL Value	Notes

BUILDING PERMITS

Date	Number	Descr	Amount	CO	Last Visit	Fed Code	F. Descr	Comment
8/29/2006	06403454	SIDEWALL	500.00	C	8/29/2006		TENNIS COURT BACKD	
7/17/2006	06403355	KIOSK		C			PLAYGROUND	

PROPERTY FACIORS

Item	L Code	Descr	%	Item	Code	Descr
Z	RA	RES A	100	U		
				t		
				l		
				Exmpt		
				Topo		
				Street		
				Traffic		

LAND SECTION (First 7 lines only)

Use Code	LUC	Depth / No of Units	Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh Influ	Neigh Mod	Neigh	Inf1 %	Inf2 %	Inf3 %	Appraised Value	All Class	Spec Land	J Code	Use Value	Notes	
931	IMPROVE-BC	0				1.0	0	0.000	R6				1	1	1							

PROPERTY LOCATION

No	Alt No	Direction/Street/City
65		MAIN ST, WESTFORD

OWNERSHIP

Owner 1:	TOWN OF WESTFORD	Own Occ:	U
Owner 2:	ROUDENBUSH COMMUNITY CTR	Type:	
Street 1:	73 MAIN ST		
Street 2:			
Twn/City:	WESTFORD		
St/Prov:	MA	Cntry:	
Postal:	01886		

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 5.2 Acres of land mainly classified as IMPROVE-BOS with a(n) SCHOOL Building Built about 1890, Having Primarily BRICK Exterior and SLATE Roof Cover, with 1 Units, 0 Baths, 4 HalfBaths, 0 3/4 Baths, 0 Rooms, and 0 Bedrooms.

OTHER ASSESSMENTS

Code	Description/No	Amount	Com. Int

PROPERTY FACIORS

Item	L Code	Descr	%	Item	Code	Descr
Z	RA	RES A	100	U		
				t		
				l		
				Exmpt		
				Topo		
				Street		
				Traffic		

LAND SECTION (First 7 lines only)

Use Code	LUC	Depth / No of Units	Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh Influ	Neigh Mod	Neigh	Inf1 %	Inf2 %	Inf3 %	Appraised Value	All Class	Spec Land	J Code	Use Value	Notes	
931	IMPROVE-BC	0				1.0	0	0.000	R6				1	1	1							

PROPERTY LOCATION

No	Alt No	Direction/Street/City
65		MAIN ST, WESTFORD

OWNERSHIP

Owner 1:	TOWN OF WESTFORD	Own Occ:	U
Owner 2:	ROUDENBUSH COMMUNITY CTR	Type:	
Street 1:	73 MAIN ST		
Street 2:			
Twn/City:	WESTFORD		
St/Prov:	MA	Cntry:	
Postal:	01886		

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 5.2 Acres of land mainly classified as IMPROVE-BOS with a(n) SCHOOL Building Built about 1890, Having Primarily BRICK Exterior and SLATE Roof Cover, with 1 Units, 0 Baths, 4 HalfBaths, 0 3/4 Baths, 0 Rooms, and 0 Bedrooms.

OTHER ASSESSMENTS

Code	Description/No	Amount	Com. Int

BUILDING PERMITS

Date	Number	Descr	Amount	CO	Last Visit	Fed Code	F. Descr	Comment
8/29/2006	06403454	SIDEWALL	500.00	C	8/29/2006		TENNIS COURT BACKD	
7/17/2006	06403355	KIOSK		C			PLAYGROUND	

LAND SECTION (First 7 lines only)

Use Code	LUC	Depth / No of Units	Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh Influ	Neigh Mod	Neigh	Inf1 %	Inf2 %	Inf3 %	Appraised Value	All Class	Spec Land	J Code	Use Value	Notes	
931	IMPROVE-BC	0				1.0	0	0.000	R6				1	1	1							

PROPERTY LOCATION

No	Alt No	Direction/Street/City
65		MAIN ST, WESTFORD

OWNERSHIP

Owner 1:	TOWN OF WESTFORD	Own Occ:	U
Owner 2:	ROUDENBUSH COMMUNITY CTR	Type:	
Street 1:	73 MAIN ST		
Street 2:			
Twn/City:	WESTFORD		
St/Prov:	MA	Cntry:	
Postal:	01886		

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 5.2 Acres of land mainly classified as IMPROVE-BOS with a(n) SCHOOL Building Built about 1890, Having Primarily BRICK Exterior and SLATE Roof Cover, with 1 Units, 0 Baths, 4 HalfBaths, 0 3/4 Baths, 0 Rooms, and 0 Bedrooms.

OTHER ASSESSMENTS

Code	Description/No	Amount	Com. Int

BUILDING PERMITS

Date	Number	Descr	Amount	CO	Last Visit	Fed Code	F. Descr	Comment
8/29/2006	06403454	SIDEWALL	500.00	C	8/29/2006		TENNIS COURT BACKD	
7/17/2006	06403355	KIOSK		C			PLAYGROUND	

LAND SECTION (First 7 lines only)

Use Code	LUC	Depth / No of Units	Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh Influ	Neigh Mod	Neigh	Inf1 %	Inf2 %	Inf3 %	Appraised Value	All Class	Spec Land	J Code	Use Value	Notes	
931	IMPROVE-BC	0				1.0	0	0.000	R6				1	1	1							

PROPERTY LOCATION

No	Alt No	Direction/Street/City
65		MAIN ST, WESTFORD

OWNERSHIP

Owner 1:	TOWN OF WESTFORD	Own Occ:	U
Owner 2:	ROUDENBUSH COMMUNITY CTR	Type:	
Street 1:	73 MAIN ST		
Street 2:			
Twn/City:	WESTFORD		
St/Prov:	MA	Cntry:	
Postal:	01886		

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 5.2 Acres of land mainly classified as IMPROVE-BOS with a(n) SCHOOL Building Built about 1890, Having Primarily BRICK Exterior and SLATE Roof Cover, with 1 Units, 0 Baths, 4 HalfBaths, 0 3/4 Baths, 0 Rooms, and 0 Bedrooms.

OTHER ASSESSMENTS

Code	Description/No	Amount	Com. Int

BUILDING PERMITS

Date	Number	Descr	Amount	CO	Last Visit	Fed Code	F. Descr	Comment
8/29/2006	06403454	SIDEWALL	500.00	C	8/29/2006		TENNIS COURT BACKD	
7/17/2006	06403355	KIOSK		C			PLAYGROUND	

LAND SECTION (First 7 lines only)

Use Code	LUC	Depth / No of Units	Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh Influ	Neigh Mod	Neigh	Inf1 %	Inf2 %	Inf3 %	Appraised Value	All Class	Spec Land	J Code	Use Value	Notes	
931	IMPROVE-BC	0				1.0	0	0.000	R6				1	1	1							

PROPERTY LOCATION

No	Alt No	Direction/Street/City
65		MAIN ST, WESTFORD

OWNERSHIP

Owner 1:	TOWN OF WESTFORD	Own Occ:	U
Owner 2:	ROUDENBUSH COMMUNITY CTR	Type:	
Street 1:	73 MAIN ST		
Street 2:			
Twn/City:	WESTFORD		
St/Prov:	MA	Cntry:	
Postal:	01886		

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 5.2 Acres of land mainly classified as IMPROVE-BOS with a(n) SCHOOL Building Built about 1890, Having Primarily BRICK Exterior and SLATE Roof Cover, with 1 Units, 0 Baths, 4 HalfBaths, 0 3/4 Baths, 0 Rooms, and 0 Bedrooms.

OTHER ASSESSMENTS

Code	Description/No	Amount	Com. Int

BUILDING PERMITS

Date	Number	Descr	Amount	CO	Last Visit	Fed Code	F. Descr	Comment
8/29/2006	06403454	SIDEWALL	500.00	C	8/29/2006		TENNIS COURT BACKD	
7/17/2006	06403355	KIOSK		C			PLAYGROUND	

LAND SECTION (First 7 lines only)

Use Code	LUC	Depth / No of Units	Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh Influ	Neigh Mod	Neigh	Inf1 %	Inf2 %	Inf3 %	Appraised Value	All Class	Spec Land	J Code	Use Value	Notes	
931	IMPROVE-BC	0				1.0	0	0.000	R6				1	1	1							

PROPERTY LOCATION

No	Alt No	Direction/Street/City
65		MAIN ST, WESTFORD

OWNERSHIP

Owner 1:	TOWN OF WESTFORD	Own Occ:	U
Owner 2:	ROUDENBUSH COMMUNITY CTR	Type:	
Street 1:	73 MAIN ST		
Street 2:			
Twn/City:	WESTFORD		
St/Prov:	MA	Cntry:	
Postal:	01886		

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	
Postal:	

NARRATIVE DESCRIPTION

EXTERIOR INFORMATION

Type: 58 - SCHOOL
 Sty Ht: 3 - 3
 (Liv) Units: 1 Total: 2
 Foundation: 10 - STONE
 Frame: 1 - WOOD
 Prime Wall: 07 - BRICK
 Sec Wall: %
 Roof Struct: 02 - HIP
 Roof Cover: 02 - SLATE
 Color:
 View / Desir:

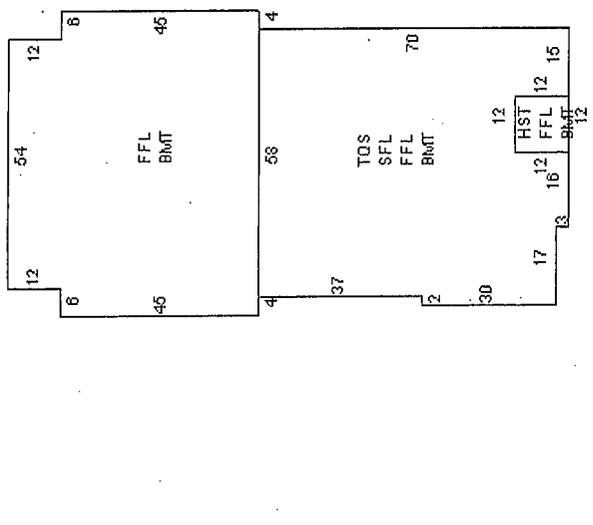
BATH FEATURES

Full Bath: Rating:
 A Bath: Rating:
 3/4 Bath: Rating:
 A 3QBth: Rating:
 1/2 Bath: 4 Rating: AVERAGE
 A HBth: Rating:
 Other Fix: Rating:

COMMENTS

RESIDENTIAL GRID
 1st Res Grid Desc: # Units
 Level FY LR DR D K FR RR BR FB HB L O
 Other
 Upper
 Lvl 2
 Lvl 1
 Lower
 Totals RMs: BRs: Baths: HB/4

SKETCH



GENERAL INFORMATION

Grade: B - GOOD
 Year Bilt: 1890 Eff Yr Bilt:
 Alt LUC: Alt %:
 Jurisdic: Fact:
 Const Mod:
 Lump Sum Adj:

INTERIOR INFORMATION

Avg Ht/Fl: STD
 Prim Int Wall: 01 - DRYWALL
 Sec Int Wall:
 Partition: T - TYPICAL
 Prim Floors: 04 - CARPET
 Sec Floors: %
 Bsmnt Fr:
 Bsmnt Gar:
 Electric: AL - ALARM
 Insulation: 2 - TYPICAL
 Int vs Ext: S
 Heat Fuel: B - TYPICAL
 Heat Type: 01 - FORCED H/A
 # Heat Sys: 1
 % Heated: 100 % AC: 0
 Solar HW: NO Central Vac: NO
 % Corn Wall % Sprinkled: 0

DEPRECIATION

Phys Cond: GD - Good 31.5%
 Functional:
 Economic:
 Special:
 Override:
 Total: 31.5%

REMODELING

RES BREAKDOWN
 Exterior: No Unit RMS BRS FL
 Interior:
 Additions:
 Kitchen:
 Baths:
 Plumbing:
 Electric:
 Heating:
 General:
 Totals

COMPARABLE SALES

Rate	Parcel ID	Typ	Date	Sale Price

WIAV\$/SQ:

AvRate: Ind Val
 Juris. Factor: Val/Su Fin: 98.65
 Special Features: 0 Val/Su Net: 64.88
 Final Total: 1444700 Val/Su SzAd: 98.65

PARCEL ID

059 0042 0000
 JCod JFact Juris. Value

SPEC FEATURES/YARD ITEMS

Code Description A V/S Qty
 Size/Dim Qual Con Year Unit Price D/S Dep LUC Fact NB Fa Appr Value

RES AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value
BMT	BASEMENT	7,693	40,250	309,652
FFL	FIRST FLOOR	7,693	88,950	684,314
SFL	SECOND FLOOR	3,931	88,950	349,673
TQS	3/4 STORY	2,948	88,950	262,255
HST	HALF STORY	72	88,950	6,405

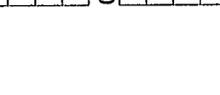
SUB AREA DETAIL

Sub	%	Area	Usbl	Descrp	Type
BMT	100	7,693	100	AFB	80 G

Net Sketched Area:

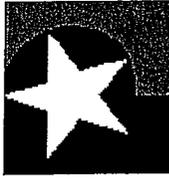
22,337 Total: 1,612,299
 Size Ad 14644.25 Gross Area 23392 Fin Area 14644

IMAGE



AssessPro Patriot Properties

More: N Total: Yrd Items: Total Special Features: Total: Juris. Value



Patriot
 Properties Inc.

USER DEFINED
 Subdivision: Builder Lot
 Builder: Builder
 Mfg Amount: Mfg Amount
 Lender: Lender
 BnkTrd Dat: BnkTrd Dat
 FY Inspct: FY Inspct
 Elderly: Elderly
 Forcls Notic: Forcls Notic
 ASR Map: ASR Map
 Fact Dist: Fact Dist
 Reval Dist: Reval Dist
 Year: Year
 LandReason: LandReason
 BlgReason: BlgReason

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value
931	725,300	20,500	5,200	931,400	1,677,200
Total Card	725,300	20,500	5,200	931,400	1,677,200
Total Parcel	2,170,000	20,500	5,200	931,400	3,121,900

Source: Market Adj Cost Total Value per SQ unit / Card: 212.04 / Parcel: 138.42

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Date
2009	931	FV	2,186,100	20500	5.2	958,000	3,164,600	3,164,600	12/18/2008
2008	903	FV	2,207,600	21900	5.2	958,000	3,187,500	3,187,500	1/2/2008
2007	903	FV	2,207,600	22800	5.2	522,400	2,752,800	2,752,800	year end
2006	903	FV	2,157,600	35900	5.2	522,400	2,715,900	2,715,900	12/27/2005
2005	903	FV	2,193,900	35900	5.2	484,100	2,693,900	2,693,900	FY2005 FINAL VAL
2004	903	CNVS	2,273,900	42200	5.2	487,700	2,803,800	2,803,800	upgrade to 44
2004	903	FV	2,242,700	42200	5.2	487,700	2,772,600	2,772,600	YEAR END ROLL
2003	903	FV	2,286,700	42200	5.2	447,500	2,776,400	2,776,400	YEAR END

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
KING	N/A		1/1/1900						1 Yes No D

BUILDING PERMITS

Date	Number	Descrp	Amount	CO	Last Visit	Fed Code	F. Descrp	Comment
10/29/2007	R-07-1394	SIDING	70,789.0	C				
7/19/2006	08403355	KIOSK	1.0	C				PLAYGROUND EQUIPME
5/17/2000	2000403328	MAINT	4,740.0	C				rpr columns on porch

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh	Neigh	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt	Spec Land	Code	Use Value	Notes
931	IMPROVE-BC			130680		Sq.Ft.	Site	1.0	0	6.31	1,000.00	R6									824,918			1	824,900	
931	IMPROVE-BC			2.2		Acres	Excess	1.0	0	7,500.00	1,000.00	R6									16,500			1	16,500	
931	IMPROVE-BC			200		Front Fee	Excess	1.0	0	450.00	1,000.00	R6									90,000			1	90,000	

PROPERTY LOCATION

No	Alt No	Direction/Street/City
73		MAIN ST, WESTFORD

OWNERSHIP

Owner 1:	TOWN OF WESTFORD
Owner 2:	ROUDENBUSH COMMUNITY CTR
Owner 3:	
Street 1:	73 MAIN ST
Street 2:	
Twn/City:	WESTFORD
St/Prov:	MA
Postal:	01886

PREVIOUS OWNER

Owner 1:	KING - JAMES E. III
Owner 2:	KING - CATHERINE E.
Street 1:	41 LAKE SHORE DR N
Twn/City:	WESTFORD
St/Prov:	MA
Postal:	01886

NARRATIVE DESCRIPTION
 This Parcel contains 5.2 Acres of land mainly classified as IMPROVE-BOS with a(n) SCHOOL Building Built about 1890, Having Primarily CLAPBOARD Exterior and ASPHALT Roof Cover, with 1 Units, 0 Baths, 6 HalfBaths, 0 3/4 Baths, 0 Rooms, and 0 Bedrooms.

OTHER ASSESSMENTS

Code	Description/No	Amount	Com: Int

PROPERTY FACTORS

Item	Code	Descrp	%	Item	Code	Descrp
Z	RA	RES A	100	U	PS	PUB WATER
o				t	SP	SEPTIC
n				l		
						Exmpt
						Topo 1
						Street P
						Traffic M

LAND SECTION (First 7 lines only)

931	IMPROVE-BC			130680		Sq.Ft.	Site	1.0	0	6.31	1,000.00	R6									824,918			1	824,900	
931	IMPROVE-BC			2.2		Acres	Excess	1.0	0	7,500.00	1,000.00	R6									16,500			1	16,500	
931	IMPROVE-BC			200		Front Fee	Excess	1.0	0	450.00	1,000.00	R6									90,000			1	90,000	

074 0108 0000
MAP PARCEL LOT

1 of 1 COMMERCIAL
CARD

Westford

TOTAL ASSESSED: 577,500
170811

PROPERTY LOCATION

No	Alt No	Direction/Street/City
170		PLAIN RD, WESTFORD

OWNERSHIP

Owner 1:	TOWN OF WESTFORD
Owner 2:	ROUDENBUSH COMMUNITY CENTER
Owner 3:	
Street 1:	170 PLAIN RD
Street 2:	

Twn/City:	WESTFORD
St/Prov:	MA
Postal:	01886
Own Occ:	U
Type:	

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 3.75 Acres of land mainly classified as IMPROVE-BOS with (n) SCHOOL Building Built about 1900, Having Primarily BRICK Exterior and TAR + GRAVEL Roof Cover, with 1 Units, 0 Baths, 4 HalfBaths, 0 3/4 Baths, 0 Rooms, and 0 Bedrooms.

OTHER ASSESSMENTS

Code	Description/No	Amount	Com. Int.

PROPERTY FACTORS

Item Code	Descip	%	Item Code	Descip
Z RB	RES B	100	U	PS
			t	SP
			l	
				Exmpt
				Topo 2
				Street P
				Traffic M
				MEDIUM

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	LT Factor
931	IMPROVE-BC		43560		Sq.Ft.	Site	1.0
931	IMPROVE-BC		2.75		Acres	Excess	1.0

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value
931	312,400	24,500	3.750	240,600	577,500
Total Card	312,400	24,500	3.750	240,600	577,500
Total Parcel	312,400	24,500	3.750	240,600	577,500
Source:	Market Adj Cost	Total Value per SQ unit /Card:	229.71	/Parcel:	229.71

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2009	931	FV	318,000	25,500	3.75	252,700	596,200	596,200		12/18/2008
2008	903	FV	318,000	23,300	3.75	252,700	593,000	593,000		1/2/2008
2007	903	FV	318,000	23,600	3.75	252,800	594,400	594,400	year end	12/26/2006
2006	903	FV	312,800	31,200	3.75	252,800	596,800	596,800		12/27/2005
2005	903	FV	295,300	31,200	3.75	230,600	557,100	557,100	FY2005 FINAL VAL	12/15/2004
2004	903	CNVS	310,900	27,600	3.75	207,600	546,100	546,100	upgrade to 44	7/29/2004
2004	903	FV	310,900	27,600	3.75	207,600	546,100	546,100	YEAR END ROLL	1/6/2004
2003	903	FV	275,000	27,600	3.75	175,300	477,900	477,900	YEAR END	1/6/2003

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Price	V	Ist	Verif	Assoc PCL Value	Notes
	655-270		11/21/1921	350	Yes	No			

BUILDING PERMITS

Date	Number	Descip	Amount	CO	Last Visit	Fed Code	F. Descip	Comment
9/23/2003	03403545	DECK	500 C					PAVILLION STORAGE
11/26/2001	01403693	ADDITION	2,238 C					

ACTIVITY INFORMATION

Date	Result	By	Name



Patriot
Properties Inc.

USER DEFINED

Subdivision	
Builder Lot	
Builder	
Mfg Amount	
Lender	
Bnk/Trd Dat	
FY Inspect	2005
Elderly	
Forcls Notice	
ASR Map:	
Fact Dist:	
Reval Dist:	
Year:	
LandReason:	
BldReason:	

Sign: _____

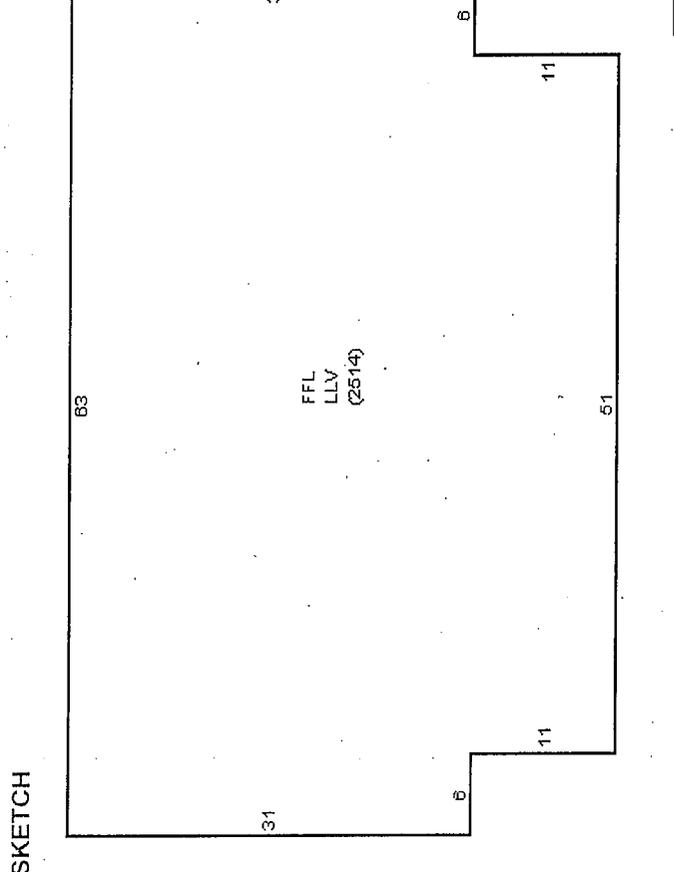
Total AC/Ha: 3.75000 Parcel LUC: 931 IMPROVE-BOS Prime NB Desc: RES 1

Total: 240,603 Spl Credit Total: 240,600

Disclaimer: This Information is believed to be correct but is subject to change and is not warranted. Database: FY2010

lisa

2010



COMMENTS
 EMINENT DOMAIN TAKING, ROUDENBUSH @ NAB.

RESIDENTIAL GRID
 1st Res Grid Desc: # Units
 Level FY LR DR D K FR RR BR FB HB L O
 Other
 Upper
 Lvl 2
 Lvl 1
 Lower
 Totals RMs: BRs: Baths: HB/4

REMODELING
 Exterior: No Unit. RMS BRS FL
 Interior:
 Additions:
 Kitchen:
 Baths:
 Plumbing:
 Electric:
 Heating:
 General:
 Totals

BATH FEATURES
 Full Bath: Rating:
 A Bath: Rating:
 3/4 Bath: Rating:
 A 3QBth: Rating:
 1/2 Bath: Rating: AVERAGE
 A HBth: Rating:
 Other Fix: Rating: AVERAGE

OTHER FEATURES
 KIts: Rating:
 A KIts: Rating:
 FpI: Rating:
 WSFue: Rating:

CONDO INFORMATION
 Location:
 Total Units:
 Floor:
 % Own:
 Name:

DEPRECIATION
 Phys Cond: AV - Average 38%
 Functional:
 Economic:
 Special:
 Override:
 Total: 38%

EXTERIOR INFORMATION
 Type: 58 - SCHOOL
 Sty Ht: 1 - 1
 (Liv) Units: 1 Total: 1
 Foundation: 3 - BRICK
 Frame: 1 - WOOD
 Prime Wall: 07 - BRICK
 Sec Wall: %
 Roof Struct: 04 - FLAT
 Roof Cover: 04 - TAR + GRAVEL
 Color:
 View / Desir:

GENERAL INFORMATION
 Grades: C - AVERAGE
 Year Bilt: 1900 Eff Yr Bilt:
 Alt LUC: Alt %:
 Jurisdic: Fact:
 Const Mod:
 Lump Sum Adj:

INTERIOR INFORMATION
 Avg H/F/L: STD
 Prim Int Wall: 02 - PLASTER
 Sec Int Wall: %
 Partitio: T - TYPICAL
 Prim Floors: 04 - CARPET
 Sec Floors: 05 - LINO/VINYL 20%
 Bsmnt Flr: 04 - CARPET
 Bsmnt Gar:
 Electric: T - TYPICAL
 Insulation: 2 - TYPICAL
 Int vs Ext: S
 Heat Fuel: 2 - GAS
 Heat Type: 05 - STEAM
 # Heat Sys: 1
 % Heated: 100 % AC:
 Solar HW: NO Central Vac: NO
 % Com Wal % Sprinkled: 100

SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr. Value	Sub %	%
FFL	FIRST FLOOR	2,514	120,220	302,240		
LLV	LOWER LEVEL	2,514	73,640	185,122	100	100 A

COMPARABLE SALES

Rate	Parcel ID	Type	Date	Sale Price

CALC SUMMARY

Basic \$ / SQ:	87.00
Size Adj.:	1.27732694
Const Adj.:	1.08184469
Adj \$ / SQ:	120.223
Other Features:	16517
Grade Factor:	1.00
Neighborhood Inf.:	1.00000000
LUC Factor:	1.00
Adj Total:	503878
Depreciation:	191474
Depreciated Total:	312405

SUB AREA DETAIL

Code	Description	Area - SQ	Rate - AV	Undepr. Value	Sub %	%
FFL	FIRST FLOOR	2,514	120,220	302,240		
LLV	LOWER LEVEL	2,514	73,640	185,122	100	100 AFB

RES BREAKDOWN

No Unit.	RMS	BRS	FL

WIAV\$/SQ

WIAV\$/SQ	AvRate:	Ind. Val

Juris. Factor: Val/Su Fin: 124.26
Special Features: 0 Val/Su Net: 62.13
Final Total: 312400 Val/Su SzAd: 124.26

PARCEL ID 074 0108 0000

Code	Description	Area - SQ	Rate - AV	Undepr. Value	Sub %	%
FFL	FIRST FLOOR	2,514	120,220	302,240		
LLV	LOWER LEVEL	2,514	73,640	185,122	100	100 AFB

Net Sketched Area: 5,028 **Total:** 487,362
Size Adj 2514 **Gross Area** 5028 **FinArea** 2514

IMAGE

SPEC FEATURES YARD ITEMS

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	DIS	Dep	LUC	Fact	NB Fa	Appr Value	Juris. Value
27	TENNIS CRT	D	Y	1		A	AV	1975	4,000.00	T	40	931			2,400	2,400
66	CANOPY	D	Y	1	1384	A	AV	1989	53.78	T	22.5	931			16,000	16,000
28	B-BALL C	D	Y	1	145X90	A	AV	1975	1.50	T	0	931			6,100	6,100

Total: 24,500

More: IN **Total: IN** **Total: 24,500** **Total: 24,500**

AssessPro Patriot Properties,

PRICE PROPOSAL

Year 1

Annual Increase

\$ _____

_____ %

I/We certify that these prices are accurate and shall remain effective for 90 days from the date of the proposal and for the duration of the contract, if selected.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT A
DISCLOSURE STATEMENT FOR DISPOSITION OF REAL PROPERTY

For disposition of Real Property by the Town of Westford, the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

(1) LEGAL DESCRIPTION OF REAL PROPERTY: Westford, MA

The proposed lots for lease are located at:

65 Main Street and 73 Main Street and comprised of 5.2 acres of residential zoned (RA) land. Assessors parcel ID 059 0042 with a Registry of Deeds reference of Book

170 Plain Road and comprised of 3.75 acres of residential zoned (RB) land. Assessors parcel ID 074 108, with a Registry of Deeds reference of Book 655 Page 270.

(2) TYPE OF TRANSACTION: Lease of Property

(3) SELLER or LESSOR: Town of Westford, Westford, Massachusetts

(4) BUYER or LESSEE: _____

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

<u>NAME</u>	<u>RESIDENCE</u>
-------------	------------------

(6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

Name & Position Title:

(7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

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

Signature:

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT B
MASSACHUSETTS TAX COMPLIANCE STATEMENT

TO: TOWN OF WESTFORD
Town Hall
55 Main Street
Westford, MA 01886

FROM: _____ Fed ID# _____

I certify under the penalty of perjury that the above named organization or person, to the best of my knowledge, has filed all State tax returns and paid all State taxes required under law.

SIGNED THIS DATE: _____ BY _____

Name: _____

Title: _____

*Note: Your Federal Identification number will be furnished to the Commonwealth of Massachusetts - Department of Revenue to determine whether all tax filing and tax payment obligations have been met. Under Mass. G.L.C. 62C s. 49A, providers of goods or services who fail to correct a tax filing or tax payment delinquency will not have a Contract or other agreements issued, renewed or extended.

ATTACHMENT C

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of individual submitting bid or proposal)

(Name of business)

LEASE

ARTICLE I: SUMMARY

1.1 Key Terms

DATE OF LEASE: _____, 2010

LANDLORD: TOWN OF WESTFORD

LANDLORD'S ADDRESS: Westford Town Hall
55 Main Street
Westford, MA 01886

TENANT:

TENANT'S ADDRESS:

PREMISES: Three certain parcels of land with the buildings thereon located at (1) 65 Main Street, Westford, MA, shown on assessors' Map____, Lot____; (2) 73 Main Street, Westford, MA, shown on Assessors' Map _____, Lot _____, and (3) 170 Plain Road, Westford, MA, shown on Assessors' Map _____, Lot _____, with the non-exclusive use of the associated parking areas situated at the respective properties and the exclusive use of the playgrounds on said properties only during the time of the operating hours of the Tenant.

RENT: As set forth in Section 4.1 below

ARTICLE II: PREMISES

2.1 Premises. Landlord does hereby demise and lease unto Tenant the Premises, as described in Section 1.1 above.

2.2 Parking Spaces. Tenant shall have, as appurtenant to the property located at 65 Main Street, the right to use in common with others, sixty- seven (67) parking spaces. Tenant shall have as appurtenant to the property located at 73 Main Street, the non-exclusive right to use the parking lot which includes 25 parking spaces; and as appurtenant to the property located at 170 Plain Street, Tenant shall have the non-exclusive right to use the parking lot. The use, maintenance and operation of the Parking Spaces shall be under the management of the Landlord, and Landlord shall have the right at any time and from time to time, to establish, modify, amend and enforce reasonable and uniform rules and regulations with respect to the use of the Parking Spaces and the use thereof, provided the same do not interfere with the use of the

Premises for the Permitted Uses. Tenant agrees to abide by such rules and regulations and to cause its invitees and licensees and its employees to abide by the same.

2.3 Playgrounds and Fields. The Landlord, acting by and through its Parks, Recreation and Cemetery Department maintains and controls the use of the Whitney tennis courts, Whitney playground and Frost field located at 65 Main Street and 73 Main Street. The Landlord, acting by and through its Parks, Recreation and Cemetery Department maintains and controls the use of the Captain Stephen Hamilton Field located adjacent to 170 Plain Road. The Tenant shall have non-exclusive use of the fields.

_____The Premises are delivered to Tenant and Tenant accepts the Premises in their present condition, "AS IS," it being agreed that Tenant has had an opportunity to examine and inspect the Premises in all respects, that Landlord has made no representations or warranties of any kind with respect thereto, and that Landlord shall have no obligation to do any work on, or make any improvements to the Premises or the condition thereof.

2.3 Permitted Uses. Tenant shall use the Premises for the purpose of _____ (the "Permitted Uses"), in accordance with the terms and conditions set forth in the Request for Proposals issued by the Town of Westford and the Tenant's written proposal dated _____, 2009 (the "Proposal"), which Request for Proposals and Proposal are incorporated herein and made a part hereof.

ARTICLE III: TERM OF LEASE

This Lease shall commence on _____, 20__ (the "Commencement Date") and expire on _____, 20__ (the "Term"), for a term of ten (10) years.

ARTICLE IV. RENT

4.1 Payment of Rent. Tenant covenants and agrees to pay Landlord, without notice or demand therefor and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, the "Base Rent" and "Additional Rent," as such terms are defined below.

4.2 Base Rent. Commencing on the Commencement Date, Tenant shall pay a base rent in the amount of _____ Dollars (\$ _____) per year, to be paid in monthly installments of _____ Dollars (\$ _____) per month, during the Term of this Lease (the "Base Rent"). If the Commencement Date shall be on any day other than the first day of a calendar month, Base Rent and other charges for such month shall be pro rated on a per diem basis. Base Rent shall increase automatically each lease year thereafter, on the anniversary of the Commencement Date, by the greater of (a) _____ percent (____ %), and (b) the increase, if any, in the CPI over the preceding year. The "CPI" refers to the Consumer Price Index (CPI) for the City of Boston as published each January by the Bureau of Labor Statistics of the U.S. Department of Labor.

4.3 Additional Rent. Tenant shall also be responsible for any and all taxes, levies, betterments or assessments, fees or charges that are assessed or chargeable during the Term of this Lease in relation to the Premises or Tenant's use thereof and for the maintenance of the Premises. All sums required to be paid by Tenant under this Lease, other than Base Rent, shall be construed and paid as Additional Rent. Base Rent and Additional Rent are referred to, together, as "Rent."

4.4. General Rent Provisions. Rent shall be payable by Tenant to Landlord monthly in advance on the first day of each month during the Term of this Lease. All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid by check made payable to the "Town of Westford" and delivered to Landlord at the address set forth above, or at such other place as Landlord may from time to time direct by written notice to Tenant.

4.5. Interest. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor, plus two percent (2%).

4.6. Triple Net Lease. Landlord and Tenant acknowledge and agree that, except as set forth in Section 8.3 and Section 10.1 below, this is an absolute triple net lease, and Tenant shall have the sole responsibility with regard to maintaining the Premises. All payments of Rent shall be absolutely net to Landlord so that this Lease shall yield to Landlord the Rent herein specified in each year during the Term of this Lease free of any taxes, assessments, charges, impositions or deductions of any kind charged, assessed or imposed on or against the Premises. Landlord shall not be expected or required to pay any such charge, assessment or imposition, or furnish any services to the Premises or be under any obligation or liability hereunder except as herein expressly set forth. Except as provided otherwise, all costs, expenses and obligations of any kind relating to the maintenance of the Premises, including without limitation all alterations, repairs, restoration, reconstruction and replacements as hereinafter provided, which may arise or become due during the Term hereof, or thereafter, so long as Tenant or anyone claiming by, through or under Tenant shall remain in occupancy of the Premises, shall be paid by Tenant at Tenant's sole cost and expense.

ARTICLE V: UTILITIES

5.1. Delivery of Utilities. Landlord shall not be responsible for providing or paying for utilities to the Premises or for general maintenance of the Premises. Tenant agrees to pay promptly, as and when the same become due and payable, all charges for water, sewer, electricity, gas, heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems, and other utilities supplied to the Premises (whether prior or during the Term, or subsequent thereto if relating to Tenant's use of the Premises). If Tenant fails to pay for the utilities furnished to the Premises, Landlord shall have the right, but not the obligation, to pay the same, and Tenant shall reimburse Landlord promptly upon demand for all costs, expenses and other sums of money in connection therewith, with interest, as Additional Rent.

5.2. Additional Utilities. In the event Tenant requires additional utilities or equipment, all costs incurred in connection therewith, including installation, maintenance and repairs of the same, shall be Tenant's sole obligation, provided that such installation shall be subject to the prior written consent of Landlord and shall be installed in conformity with plans and specifications provided by Tenant and approved by Landlord, said consent not to be unreasonably withheld.

5.3. Tenant Not to Exceed Capacity of Feeders or Wiring. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Premises or the wiring installations therein.

ARTICLE VI: ALTERATIONS AND ADDITIONS

6.1. Construction of Improvements. Tenant shall not make any structural alterations or additions to the Premises without Landlord's prior written consent. Tenant may make non-structural alterations or additions to the Premises, provided Tenant shall first obtain Landlord's prior written consent thereto, which consent shall not be unreasonably withheld. Erection of any temporary dividers or other internal fixtures necessary for the Tenant's use will be permitted upon prior written approval of the Landlord, provided that such temporary fixtures are removed from the Premises at the termination or the expiration of the Lease. All such allowed or required alterations or additions shall be at Tenant's sole expense, shall be in accordance with all applicable laws and codes, and shall be in quality at least equal to the present construction.

6.2. Compliance with Laws. Tenant shall procure all necessary permits before undertaking any work on the Premises, including without limitation any structural alterations, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by such work. Tenant shall at all times comply with (i) Massachusetts public bidding laws and all laws, rules, orders and regulations of governmental authorities having jurisdiction thereof, in effect at the time of application for permits for such work; (ii) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; and (iii) plans and specifications (which shall be prepared by and at the expense of Tenant and approved by Landlord prior to beginning any work). Tenant agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to Landlord and agrees to submit certificates evidencing such coverage to Landlord prior to the commencement of and during the continuance of any such work.

6.3. ADA Compliance. Tenant shall be responsible for compliance with all disability and access laws including but not limited to the Americans with Disabilities Act (ADA) and Mass. Architectural Access Board, and any costs related thereto.

6.4 Liens and Encumbrances. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record without cost to Landlord within twenty (20) days after Tenant receives notice of filing of same. In connection with the foregoing, Tenant agrees to indemnify, save, defend, and hold harmless Landlord against, of and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. If Tenant shall fail to discharge such liens within such period or fail to furnish security therefor, then Landlord may, but shall not be obligated to, discharge the same, and Tenant agrees to reimburse Landlord promptly upon demand for all costs, expenses and other sums of money in connection therewith as Additional Rent, with interest. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter who contract with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same. Tenant agrees that it will, on request from Landlord, comply with any and all reasonable requirements of Landlord with respect to the work performed or materials furnished by Tenant or its agents, contractors, and sub-contractors in the Premises.

6.5 Insurance for Tenant's Work. Tenant shall have and maintain in force public liability and property insurance, builder's risk insurance covering Landlord, and workmen's compensation insurance affording applicable statutory coverage and containing statutory limits. All such policies shall comply with the provisions of Article X hereof.

6.6 Ownership of Improvements. All structural alterations and additions made by Tenant shall become the exclusive property of Landlord upon completion. All nonstructural alterations and additions made by Tenant shall remain the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any such alteration or addition, provided that removal does not damage the Premises or Tenant restores the Premises to the same conditions as prior to such alteration or addition.

ARTICLE VII – USE OF PREMISES

7.1 Permitted Uses. Tenant shall use the Premises solely for the Permitted Uses. Tenant shall keep the Premises in good order, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit Tenant's servants, agents or invitees to commit waste to the Premises. Tenant agrees not to erect any signs on the Premises, including the exterior of the Building, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

7.2 Compliance with Laws, Regulations, and Codes; Hazardous Substances. Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, offensive, or contrary to any federal, state or local law, regulations, codes and ordinances, including, but not limited to, those that relate to health and

safety and those of the Board of Fire Insurance Underwriters. Without limiting the generality of the foregoing, Tenant shall not bring or permit to be brought or kept on the Premises or elsewhere on the Premises any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical, or substance, including without limitation any item defined as hazardous pursuant Chapter 21E of the Massachusetts General Laws and federal and other state laws ("Hazardous Substances"). Tenant hereby agrees to indemnify and hold harmless Landlord, and those claiming by, through and under Landlord, from and against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature in any way suffered, incurred, or paid as a result of any release or threatened release of Hazardous Substances on or from the Premises which is caused or exacerbated by Tenant, its agents, employees, contractors, representatives, or invitees. Landlord shall have no responsibility to Tenant, its agents, employees, representatives, permittees and invitees, for the presence of Hazardous Substances on the Premises or be required to abate or remediate the same. The provisions of this Section shall survive the expiration or earlier termination of the Lease.

7.3 Compliance with Landlord's Rules and Regulations. Tenant and Tenant's employees, agents, invitees and licensees shall observe and comply with all reasonable rules and regulations as established from time to time by Landlord with respect to the manner of conducting business in the Premises and the upkeep and the use of the Premises.

7.4 Assignment and Subleasing. Tenant shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Consent by Landlord, whether express or implied, to any Transfer shall not constitute a waiver of Landlord's right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of Landlord's right to terminate this Lease upon any subsequent Transfer. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of Tenant's interest in the Lease by operation of law.

ARTICLE VIII – MAINTENANCE

8.1. Tenant's Responsibility. Tenant shall be responsible, at its sole expense, for the general maintenance of the Premises. Tenant shall keep the Premises, including, without limitation, the electrical fixtures, windows, halls, stairwells, lavatories and all other areas of the Premises, all pipes, wiring and lighting, all plumbing and utility lines serving the Premises, the boilers and the heating and ventilating system and the fire protection equipment and systems serving the Premises, in good and safe order, condition and repair, excepting only reasonable use and wear and damage by fire or other casualty. Tenant shall not make any minor repairs without Landlord's prior approval. Tenant shall also, at its sole expense, keep and maintain the Premises and all sidewalks, curbs and drives on or adjoining the same in a clean and orderly condition, free of dirt, rubbish, and unlawful obstructions. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall be responsible for removing trash from the Premises and the collection and disposal thereof. Tenant shall not allow rubbish or trash to accumulate on or about the Premises. Tenant agrees to keep, operate, use and

maintain every part of the Premises in conformity with all requirements of the law and applicable fire underwriting and related regulations, and to do all other work necessary to comply with the foregoing covenant.

8.2 Tenant's Failure to Maintain. If Tenant shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Tenant pursuant to the terms hereof, within thirty (30) days after notice by Landlord (or without notice in any emergency, immediately threatening life or property), Landlord shall have the right (but shall not be obligated) to make such repairs, replacements or perform maintenance work or any other work required of Tenant pursuant to this Lease and charge the reasonable cost thereof to Tenant as Additional Rent, with interest.

8.3 Landlord's Responsibility. Notwithstanding the Tenant's maintenance and repair obligations set forth above, the Landlord agrees, at its expense and upon written notice of the need therefor from the Tenant, to make all major structural repairs reasonably determined by the Landlord to be necessary, including the building exterior, the roof, framing, floor slabs, and foundation of the Premises, the heating and ventilation system, and the septic system serving the Premises. Notwithstanding the foregoing, the Tenant shall bear the cost and expense of any repairs to the Premises necessitated due to the acts or omissions of the Tenant or its agents, servants, employees or invitees. The Landlord shall make such repairs within a reasonable time, consistent with the Landlord's budgetary, appropriation and borrowing requirements and with the Landlord's obligation to comply with legal requirements relating to public building projects and public procurement. Landlord is also responsible for the maintenance of the grounds of the Premises including the landscaping, the parking areas and any driveways and sidewalks and for any snow and ice removal from the Premises, and shall charge the Tenant for any such expenses, which shall be considered Additional Rent.

ARTICLE IX: INDEMNIFICATION; RELEASE

9.1. Indemnification. Tenant shall, during the term hereof, assume and maintain exclusive control of the Premises and defend, indemnify and save harmless Landlord from and against all claims, expenses or liability of whatever nature arising from any act, omission or negligence of Tenant, Tenant's contractors, agents, employees, customers, and invitees, or anyone claiming by, through or under Tenant, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring after Tenant enters the Premises for any reason and until the end of the term of this Lease and, thereafter, so long as Tenant or any occupant claiming under Tenant is in occupancy of any part of the Premises, in or about the Premises, or arising from any accident occurring outside the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's contractors, agents, employees, customers, and invitees, or anyone claiming by, through or under Tenant.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys' fees, and the defense thereof with counsel acceptable to

Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

9.2. Release. To the maximum extent this Lease may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to fixtures or other personal property of Tenant or any person claiming by, through or under Tenant. Without limitation, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, its or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas or steam pipes.

The provisions of this Article shall survive any termination of this Lease.

ARTICLE X: INSURANCE

10.1. Landlord's Insurance. During the Term of this Lease, Landlord agrees to maintain a policy of insurance upon the Premises, with such deductibles as Landlord deems advisable, insuring against fire and the risks covered by extended coverage endorsements, subject to appropriate co-insurance requirements, but specifically excluding any property of Tenant or fixtures installed by Tenant. Tenant agrees to reimburse Landlord, on demand, for the entire cost of any increases in insurance premiums resulting from Tenant's use of the Premises.

10.2. Tenant's Insurance. Tenant shall obtain and keep in force at its own expense so long as this Lease remains in effect and thereafter so long as Tenant, or anyone claiming by, through or under Tenant, uses or occupies the Premises or any part thereof, policies of insurance for the benefit of such parties, in the amounts, and in the manner and form set forth in this Section; provided, however, that amounts of insurance coverage may from time to time be increased. Tenant shall furnish certificates evidencing each such insurance coverage to Landlord prior to the execution of this Lease (to the extent such insurance is appropriate at such time) and providing that the insurer shall give Landlord written notice at least thirty (30) days in advance of any termination, expiration or any and all changes in coverage. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and Tenant agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by Landlord of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of Tenant to any such kinds and amounts of insurance coverage.

(a) General Liability Insurance: A Comprehensive General Liability policy on an occurrence basis endorsed to include broad form comprehensive general liability with a combined single limit of liability of not less than \$1,000,000.00. The policy shall name Landlord, and its officers, agents, servants, employees and consultants as additionally insured parties.

(b) Property Insurance: A Commercial Property policy covering the Building and improvements thereon, in an amount equal to at least one hundred percent (100%) of the replacement cost of such property shall be obtained and maintained by Tenant, at its own expense. Landlord, its officers, agents, servants and employees shall be named as additional insurers.

(c) Worker's Compensation Insurance: Tenant and any subtenants, as applicable, shall provide Workers' Compensation Insurance required by law and the Employer's Liability insurance for at least the amounts of liability for bodily injury by accident of \$100,000.00 each accident; bodily injury by disease each employee of \$100,000.00; and bodily injury by disease policy limit of \$500,000.00, or such greater amount as may be required from time to time by the laws of the Commonwealth of Massachusetts.

(d) Umbrella/Excess Liability Insurance: An Umbrella/Excess Liability insurance policy on an occurrence basis "following form" of the primary coverage with a limit of liability of \$5,000,000.00. The Umbrella/Excess Liability insurance policy shall include but not be limited to the following coverages for bodily injury, property damage and personal injury: (i) Premises - Operations Liability; (ii) Contractual Liability; (iii) Automobile Liability for owned, non-owned and hired vehicles. Landlord, its officers, agents, servants and employees shall be named as additional insurers.

(e) Should Tenant choose to make improvements to the building as discussed in Section 7.2, Tenant will be required to provide Landlord with evidence that Tenant has required its contractors to maintain (i) worker's compensation insurance in the amounts required by law (or reasonably comparable insurance if such insurance is no longer available), (ii) builder's risk (or such reasonably comparable insurance) insurance on an "all risk" basis (including collapse) insuring against casualty to such construction for full replacement value of the work performed and the equipment supplies and materials furnished and stored, (iii) automobile liability insurance in the minimum amounts required by law with limits of liability not less than \$1,000,000 per occurrence for property damage and \$2,000,000 combined single limit, (iv) Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease, (v) public liability insurance within limits in an amount not less than \$3,000,000 comprehensive general liability total with a limit of \$1,000,000 an occurrence, and (vi) Professional/Environmental Impairment Liability Insurance providing coverage for environmental contamination, bodily injury and/or property damage arising out of acts and omissions of Tenant or its contractors, employees or agents in the performance of the Permitted Uses or any other activities or failures to act at or with respect to the Premises in the amount of \$1,000,000 for each claim and \$1,000,000 in the aggregate (which insurance, unlike the other insurance noted above, may be made on a claims made basis). Tenant shall require that Landlord, and its officers, agents, servants and employees be named as additional insurers on all subtenants, concessionaires, subcontractor's and independent contractor's insurance, excluding Workers' Compensation.

Landlord shall have the right to require Tenant to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on

properties comparable to the Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

Landlord shall have the same rights and remedies for the non-payment by Tenant to Landlord of amounts due on account of insurance premiums as Landlord has under this Lease for the failure of Tenant to pay the Rent.

10.3 Personal Property. Tenant agrees that Landlord shall have no responsibility or liability for any loss or damage or injury to from any cause whatsoever, including theft or otherwise of fixtures, improvements, or other personal property of Tenant. Tenant agrees that it shall continuously keep its fixtures, merchandise (if any), equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by Tenant insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. Within a reasonable time after Tenant enters the Premises, no less often than annually thereafter, and at any other time upon the request of Landlord, Tenant shall furnish to Landlord evidence of such continuous insurance coverage satisfactory to Landlord. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

10.4. General Requirements. Landlord shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as Tenant shall select and Landlord shall approve, which approval Landlord agrees not to withhold unreasonably. Without limiting Landlord's other rights under any other provisions of this Lease, if Tenant shall fail to keep the Premises insured as provided herein, and if such failure shall continue to a period of ten (10) days following written notice by Landlord to Tenant thereof, then Landlord, without further notice to Tenant, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

Tenant hereby waives any and all rights of recovery which it might otherwise have against Landlord, its agents, employees and other persons for whom Landlord may be responsible for any loss or damage to Tenant's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Landlord, its agents, employees, contractors, or other persons for whom Landlord may be responsible.

ARTICLE XI: CASUALTY; EMINENT DOMAIN

(a) For the purposes of this Article XI, "substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially affect the use of the Premises for the Permitted Uses.

(b) If a substantial part of the Premises shall be destroyed or damaged by fire or other casualty, or if a substantial part of the Premises shall be taken by any public or quasi-public agency or authority other than Landlord for any public or quasi-public use under governmental law or by right of eminent domain and the taking would materially interfere with the use of the Premises for the Permitted Uses, then this Lease shall terminate at the election of either Landlord or Tenant. Any such termination shall be effective thirty (30) days after the date of notice thereof.

(c) If any part of the Premises is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Landlord or Tenant as provided above, Landlord shall repair and restore the Premises, or what remains thereof in the case of a partial taking, to their condition prior to such damage, destruction, or taking. Landlord shall make such repairs within a reasonable time, to the extent of its insurance proceeds and consistent with the Landlord's budgetary, appropriation and borrowing requirements and its obligation to comply with legal requirements relating to public building projects and public procurement.

(d) In the event of a taking by eminent domain, Landlord shall have, and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's usual trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

ARTICLE XII: TERMINATION; DEFAULT

In the event that:

- (a) Tenant shall default in the payment of Rent or any other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice (or any shorter period, if specified herein); or
- (c) the occurrence of any of the following events: (i) the making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at

the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this paragraph (c) is contrary to any applicable law, such provision shall be of no force, and not affect the validity of the remaining provisions.

then Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended, and remove Tenant's effects, without prejudice to any other remedy which may be available to Landlord. To the extent permitted by law, Tenant shall indemnify Landlord against all payments which Landlord may incur by reason of such termination during the residue of the Term. If Tenant shall default after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be performed or observed by virtue of any of the provisions of any article of this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid to Landlord by Tenant as Additional Rent.

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

ARTICLE XIII: MISCELLANEOUS

13.1. Changes in Lease. None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

13.2. Quiet Enjoyment. Landlord hereby warrants and covenants that Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord, or by any other person(s) for whose actions Landlord is legally responsible, or by any person claiming by, through or under Landlord, except as herein provided.

13.3. Landlord's Entry. Landlord or its agents may, at reasonable times and without interfering with Tenant's business operations, enter the Premises from time to time to make repairs or to inspect the Premises. Landlord shall give Tenant a minimum of twenty-four (24) hours notice for such visits, provided however that Landlord may enter the Premises at any hour and without prior notice in the case of an emergency affecting the Premises. Landlord's Parks, Recreation and Cemetery Department also will require access to the lighting control box in the

basement of the building located at 170 Plain Road at such times as is necessary to regulate the lighting.

13.4. Yield Up at Termination of Lease. Tenant shall at the expiration or other termination of this Lease remove all Tenant's effects from the Premises. Tenant shall deliver the Premises to Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease, reasonable wear and tear excepted and fire and other casualty excepted. In the event of the Tenant's failure to remove any of the Tenant's property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property, provided, however, that the Landlord shall comply with all applicable laws and shall exercise due care in the handling of such goods to the fullest extent practical under the circumstances.

13.5. Holding Over. If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance by Landlord of any payments made under this Lease, the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month, which occupancy or use may at any time be terminated by either party by one (1) month's written notice to the other party.

13.6. Severability. If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

13.7. Binding Agreement; Covenants and Agreements; Governing Law; Personal Liability. This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of the Town of Westford shall be personally liable to Tenant or any partner thereof, or any successor in interest or person claiming through or under Tenant or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

13.8. Notice. Any notice relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed in Section 1.1, or at such other addresses as the parties may from time to time designate by written notice to the other party.

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto, under seal.

LANDLORD:

TENANT:

TOWN OF WESTFORD,
By its Board of Selectmen

By: _____
Name:
Title:

By: _____
Name:
Title: