

TOWN OF WESTFORD
Tax Possession Sale Committee
REQUEST FOR PROPOSALS (RFP)
Sale of Hildreth Street Property
Proposals Due: March 19, 2015 at 11:00 A.M.

1. REQUEST FOR PROPOSALS

The Town of Westford (the “Town”), acting by and through its Tax Possession Sale Committee (the “Committee”), is offering for sale, through the Request for Proposal (“RFP”) process in accordance with Massachusetts General Laws Chapter 30B, a parcel of vacant land located on Hildreth Street, Westford, containing 2.95 acres, more or less, and shown on Assessors Map 21, Lot 103 (the “Premises”). The Premises are shown on a plan attached to this RFP as Exhibit A and incorporated herein. Further information on the Premises is set forth in Section 2 of this RFP.

The purpose of this RFP is to facilitate the selection of a proposer who demonstrates the qualifications and capacity necessary to (a) best effectuate the terms and conditions of the purchase, as set forth in Section 4 of this RFP, and (b) best meet the Evaluation Criteria described in Section 6.

While the Committee believes that the information provided in this RFP, including all exhibits and addendums, if any, is accurate, the Town makes no representation or warranty, express or implied, as to the accuracy and completeness of the information in this RFP. The proposer assumes all risk in connection with the use of the information, and releases the Town, the Committee, their representatives, agents, boards and commissions, from any liability in connection with the use of the information provided by the Committee. Further, the Committee makes no representation or warranty with respect to the Premises, including without limitation, the value, quality or character of the Premises or its fitness or suitability for any particular use and/or the physical and environmental condition of the Premises. The Premises will be sold in their “AS IS” condition.

Each proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the Premises, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Premises, and the use of the Premises.

Proposals are due at the Tax Possession Sale Committee, c/o Office of the Town Manager at Westford Town Hall, 55 Main Street, Westford, Massachusetts 01886 at 11:00 a.m. on March 19, 2015. The Submission Requirements are set forth in Section 5, the Selection Process in Section 7, and the Instructions to Buyers is set forth in Section 9. All costs and expenses of purchasing and developing the Premises, including without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

No proposer may withdraw its proposal for a period of ninety (90) days after the due date for submission of the proposals to the Town.

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

The successful proposer must be prepared to enter into a purchase and sale agreement, substantially similar to the Purchase and Sale Agreement attached hereto as Exhibit B and incorporated herein (the "P&S") within thirty (30) days from the date acceptance of the offer for purchase of the Premises is awarded to the proposer. The terms and conditions applicable to the sale of the Premises are more fully set forth in Section 8 and Exhibit B.

2. DESCRIPTION OF PREMISES

The Premises consist of the Town-owned parcel of land located on the southern side of Hildreth Street, containing approximately 2.95 acres, and described in a Final Judgment in Tax Lien Case dated September 2, 1997, recorded with the Middlesex North Registry of Deeds in Book 8814, Page 85.

The Premises are a mix of open meadow and mature hardwood forest. Vegetation at the site indicates that the Premises have been altered in the past by the presence of various invasive species, such as glossy buckthorn, multiflora rose and buttercup. There is a large wetland system located on the northerly side of Hildreth Street that drains into the Premises via an intermittent stream with associated Bordering Vegetated Wetland. The Town engaged Ducharme & Dillis, Civil Design Group, Inc. to prepare a Wetland Delineation Report, which is dated May 9, 2011, which is attached hereto as Exhibit C. The Premises has a beautiful vista of the Burns Hills conservation lands owned by the Town.

3. RULES FOR AWARD

Although the Committee is interested in selling the Premises at the highest price, the Committee's primary objective is to retain the conservation values of the Premises, including the promotion and development of the natural resources of the Town and for the protection of watershed resources. Therefore, the Committee reserves the right to make an award to a proposal that offers other than the highest price if it is deemed to be in the best interests of the Town taking into consideration the offered price and the evaluation criteria set forth in this RFP.

4. PROPOSAL PROCESS AND SCHEDULE OF EVENTS

A. Availability of RFP Packages. The RFP will be available to be picked up at the Office of the Town Manager at Westford Town Hall, 55 Main Street, Westford, Massachusetts, between the hours of 8:00 a.m. and 4:00 p.m. on Monday through Thursdays (holidays excepted). Special arrangements to receive the RFP may also be made by calling the Assistant Town Manager's Office, at (978) 692-5501.

B. Pre-Submittal Meeting and Site Visit. Interested parties will have the opportunity to attend a pre-submittal meeting on February 19, 2015 at 5:30 p.m. in the Main Conference Room, Westford Town Hall, 55 Main Street, Westford, Massachusetts, at which time Town/Committee representatives will review the materials included in this RFP and respond to questions about the Premises, the selection process and related issues. Interested parties may, on a separate date, arrange to conduct an inspection of the Premises for purposes and under conditions acceptable to the Town. Proposers are advised to do their own due diligence, and neither the Town nor the Committee nor any of its agents or representatives is responsible for representations made regarding the Premises at the pre-submittal meeting.

C. Deadline for Submission of Questions. Written responses will be provided to requests for clarification or interpretation of the meaning of the provisions of this RFP that are submitted in writing to and received by the Town no later than 4:00 p.m. on February 19, 2015. Responses will be distributed to all parties who have received an RFP and have provided a name, contact information, mailing address and e-mail address to the Town. In the sole discretion of the Committee, written responses to questions raised during the view of the Premises or at the pre-submittal meeting will be similarly distributed. The Committee is not obligated, in any way, to waive RFP requirements, or create exceptions, for proposers who choose not to attend the pre-submittal meeting. Written questions must be submitted to Tax Possession Sale Committee, c/o Office of the Town Manager, Westford Town Hall, 55 Main Street, Westford, MA 01886, with “Questions - Purchase of Hildreth Street Property” clearly marked on the outside.

D. Submission Deadline. Sealed proposals must be received at the Tax Possession Sale Committee, c/o Office of the Town Manager at Westford Town Hall, 55 Main Street, Westford, MA 01886, **by 11:00 a.m. on March 19, 2015.** Late, faxed or e-mailed proposals will not be accepted. The front page of the proposal package must be clearly marked with the words “Purchase of Hildreth Street Property.”

E. Withdrawal; Effectiveness. Proposals may be withdrawn upon written request to the Committee prior to the submission deadline. Proposals shall not be modified, amended or withdrawn for a period of ninety (90) days from the submission deadline, or prior to June 17, 2015.

F. Summary of RFP Schedule

Activity	Date
Posted in Central Register and advertised	January 21, 2105
Pre-Submittal Meeting	February 19, 2015 5:50 p.m.
Deadline for Questions/Inquiries	February 19, 2015 7:00 p.m.
Response to RFP Due at Town Hall	March 19, 2015 11:00 a.m.
Proposals Must Remain Open Until	June 17, 2015

5. SUBMISSION REQUIREMENTS

Parties interested in responding to this RFP are invited to submit a proposal in accordance with the following terms and conditions. With submission of a response to this RFP, the proposer acknowledges that he or she has read and understands the requirements and conditions herein.

Each proposer shall submit five (5) paper copies of the proposal (one of which shall be the original), complete with all back-up materials, to the Tax Possession Sale Committee, c/o Office of the Town Manager, Westford Town Hall, 55 Main Street, Westford, MA 01886, no later than March 19, 2015 11:00 a.m. marked "Purchase of Hildreth Street Property." All proposals must include the following materials:

A. Cover Letter; References. A letter signed by the principal(s) of the proposer who is authorized to submit its RFP response, including a statement of interest, the identity of the proposer, and name of the purchaser of the Premises (if other than proposer), and the name, address and contact information of all interested parties. At least three (3) references shall be included.

B. Price Proposal. Proposers must insert the price offered for the Premises by filling in the blank spaces in the Price Proposal Form attached hereto in both words and figures (form attached).

C. Proposal Security. Proposal security in the form of a certified check, cashier's check or bid bond payable to the "Town of Westford" in the amount of \$500.00 must accompany the proposal package. The proposal security of parties not selected will be returned within a reasonable time after the date of an award. Proposal packages which fail to include security, or those of responding parties who fail to provide the aforementioned security by the submission deadline, will be rejected as non-responsive. In the event that the successful proposer and the Committee fail to enter into a P&S within thirty (30) days of the date of the award, the Committee shall retain the proposal security. Otherwise, the proposal security shall be credited to the purchase price.

D. Forms 1 through 4. Proposers are required to fill out and sign Forms 1 through 4 attached hereto:

- *Form 1, Certificate of Non-Collusion:* required under G.L. c.30B, §10, in which the proposer states that the proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal, signed and dated by the proposer.
- *Form 2, Certificate of Tax Compliance:* required under G.L. c.62C, §49A, in which the proposer certifies that he or she has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

- *Form 3, Certificate of Authority*: in which the proposer, if an entity, identifies the names and addresses of the managers, directors, officers, and/or other parties authorized to act on behalf of the entity.
- *Form 4, Real Property Disclosure Statement*: required under G.L. c.7C, §38, in which the proposer identifies the parties having an interest in the Premises and whether any such party is a state or local employee.

E. Financing Information and, if applicable, Loan Commitment. Each proposer must provide evidence of the proposer's ability to meet the financial obligations of the proposed acquisition of the Premises. Financial statements and background information must be attached to the proposal. If a proposer intends to purchase the Premises with a purchase money mortgage, the proposer must specify how much is to be borrowed and submit, *in its proposal package*, a pre-approval letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions. The proposer must deliver a firm letter of commitment to the Committee within seven (7) days from the date the parties enter into a Purchase and Sale Agreement.

F. Development Plan; Closing Date. Each proposer must submit a narrative on the proposer's proposed use of the Premises. Proposers must also identify a proposed closing date.

G. Other. The proposer should include in this section any other information which the proposer believes the Committee should know in order to fully evaluate the proposal.

H. Instructions to Proposers. The instructions to proposers are set forth in Section 9 of this RFP.

Failure to meet the submittal requirements will be sufficient cause to reject a proposal. Proposers are solely responsible for reviewing all the provisions of this RFP and any attachments prior to submitting the proposal. Proposals that are incomplete, not properly endorsed, or are otherwise in conflict with the requirements of this RFP, will be rejected.

6. EVALUATION CRITERIA

A. Minimum Evaluation Criteria. All responsive proposals must meet the following minimum threshold criteria:

- Complete conformance with all submission requirements set forth in Section 5, including certification as to payment of all state and local taxes, and
- Statement of intention to purchase the Premises.

B. Comparative Evaluation Criteria. Projects meeting the minimum threshold criteria will also be judged on the following comparative evaluation criteria:

(1) Purchase Price

- A Highly Advantageous rating will be given to a proposal that offers a price that exceeds 20% of the assessed value of the Premises.
- An Advantageous rating will be given to a proposal that offers at least the assessed value of the Premises.
- A Not Advantageous rating will be given to a proposal that offers less than the assessed value of the Premises.

Notwithstanding the foregoing, the Town shall not be required to convey the Premises to the proposer offering the highest price.

(2) **Use of Property**

- A Highly Advantageous rating will be given to a proposal that, in the judgment of the evaluators, presents a plan in which the proposer demonstrates the most ability to preserve the Premises in perpetuity, to manage the Premises for the benefit of the community, preservation of environmental resources, scenic views and wildlife, and allows the public access to the Premises for passive recreational activities. A Highly Advantageous rating will also be given to the property with plans to control the invasive species at the Premises, and who intends to restore and maintain the meadow/field environment. The conservation values shall be protected in perpetuity.
- An Advantageous rating will be given to a proposal that, in the judgment of the evaluators, presents a plan that addresses some, but not all, of the elements set forth in the first paragraph of this Subsection 6.B.2.
- A Not Advantageous rating will be given to a proposal that, in the judgment of the evaluators, presents a plan that addresses few or none of the elements set forth in the first paragraph of this Subsection 6.B.2.

(3) **Financial Resources.**

- A Highly Advantageous rating will be given to a proposal that is not contingent on financial approval for the purchase and/or development of the Premises and the proposer has demonstrable funds to purchase the Premises.
- An Advantageous rating will be given to a proposal that is contingent on financial approval, but the proposer has provided a firm commitment from an institutional mortgagee to purchase the Premises for the offered price.
- A Not Advantageous rating will be given to a proposal that is contingent on financial approval, and the proposer has not provided a firm commitment from an institutional mortgagee to purchase the Premises for the offered price.

(4) Ability to Proceed

- A Highly Advantageous rating will be given to a proposal that contains the fewest contingencies to closing, and the parties are able to complete the transaction promptly from the date the parties enter into a P&S.
- An Advantageous rating will be given to a proposal that contains contingencies to closing, but which can be reasonably satisfied, and the parties are able to complete the transaction, within a reasonable period of time after the date the parties enter into the P&S.
- A Not Advantageous rating will be given to a proposal which is contingent on the satisfaction of contingencies that cannot reasonably be satisfied within a reasonable period of time after the date the parties enter into the P&S.

After evaluating a proposal on the foregoing factors, the evaluators will provide an overall ranking for the proposal as compared to other proposals. For example, a proposal which achieves “Highly Advantageous” and/or “Advantageous” rankings in several categories will not necessarily be disqualified simply because it received a “Not Advantageous” ranking in one or more other categories if, in the judgment of the evaluators, the proposal on the whole is “Advantageous” or “Highly Advantageous” to the members of the Committee. Any notice of award, however, could be contingent upon the potential proposer and the members of the Committee mitigating any “Not Advantageous” criterion ranking prior to the execution of the P&S.

7. SELECTION PROCESS

A. All proposals submitted by the proposal filing deadline set forth under Section 5 above will be opened in public and recorded. All information contained in the proposals is public.

B. Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Committee reserves the right to disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information. The Committee may request additional information of one or more respondents relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time. Proposers may also be invited to appear before the Committee, which shall occur at an open, public meeting. Failure to comply with this request will result in a rejection of the proposal at issue. The right to an interview does not automatically extend to all whose proposals are accepted for review, but is granted in the sole discretion of the Committee.

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

evaluation criteria set forth in this RFP. The Committee will notify all proposers in writing of its decision.

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

E. The selected proposer and the Committee shall enter into the P&S within thirty (30) days from the date the proposer is notified of the award.

F. The selected proposer shall, if it intends to obtain financing to purchase the Premises, provide the Committee with a firm commitment letter from an institutional mortgagee on standard terms and conditions within seven (7) days from the date the parties enter into the P&S.

8. AWARD, TERMS AND CONDITIONS OF SALE

The Premises shall be awarded to the proposer selected in accordance with Section 6 above. The Committee shall send a letter to the successful proposer, informing the proposer of such award.

The Committee and the selected proposer (referred to as “Buyer”) shall, within thirty (30) days of date of the award, enter into a purchase and sale agreement **substantially similar** to the Purchase and Sale Agreement attached hereto as Exhibit B and incorporated herein (the “P&S”). In the event the successful proposer fails to enter into the P&S with the Committee within said thirty (30) day period, the Town may rescind the award and retain any proposal security as liquidated damages.

The P&S shall contain, in addition to the usual provisions, the following terms:

A. At time of execution of the P&S, Buyer shall pay a deposit of \$500.00. The deposit submitted by Buyer shall be held in escrow by the Treasurer of the Town of Westford in a non-interest bearing account, and shall be duly accounted for at the time for performance of this Agreement. In the event that Buyer fails to fulfill its obligation to purchase the Premises, the Town shall retain the deposit as liquidated damages. In the event of any disagreement between the parties, the Town may retain all deposits made under the P&S pending instructions mutually given by the Town and Buyer.

B. If the acquisition of the Premises is financed by a lending institution, Buyer must deliver a firm letter of commitment to the Committee within seven (7) days from the date of the P&S.

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

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

E. Buyer shall pay the monetary consideration for the Premises by certified, treasurer's, or bank check or by wire transfer.

F. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this P&S. Buyer represents and warrants that it will accept the Premises "AS IS", provided however Buyer shall have the right to terminate this P&S if Buyer finds Hazardous Materials on the Premises in amounts required to be reported to the Department of Environmental Protection. Buyer acknowledges that the Town has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the Premises or for any other condition or defect on the Premises. The provisions of this Section shall survive delivery of the deed

G. In the event that the Town defaults under the P&S, Buyer shall be entitled to terminate the P&S, and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and equity for any breach of the P&S by the Town.

H. The purchase of the Premises shall not be contingent on the sale of any other property.

I. The closing shall occur within ninety (90) days from the date on which the P&S is signed by the Committee and Buyer, or within such further time as the Committee and Buyer shall agree.

J. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not set forth or incorporated in the P&S, except for the following additional warranties and representations, if any, made by the Town: NONE.

9. INSTRUCTIONS TO PROPOSERS

A. Each proposer shall submit five (5) paper copies of the proposal (one of which shall be the original) on or before March 19, 2015 at 11:00 a.m. to the Tax Possession Sale Committee, c/o Office of the Town Manager, Westford Town Hall, 55 Main Street, Westford, MA 01886. Proposals must be submitted in writing in a sealed envelope clearly marked "Purchase of Hildreth Street Property." The proposals will be opened publicly and recorded at this time.

B. Responses to the RFP must include all required documents, completed, and signed per the instructions and attached forms included in this RFP package. Electronically mailed (e-mailed) proposals will not be accepted and will be deemed non-responsive and will not be evaluated. No proposals submitted after the above-referenced deadline will be accepted.

C. If any changes are made to this RFP, an addendum will be issued. Each addendum will be mailed or faxed to all persons on record as having requested the RFP.

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

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

F. Proposers are cautioned that it is the responsibility of each individual proposer to assure that his/her proposal is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of proposal by the due date. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature. Late responses will not be accepted nor will additional time be granted to individual respondents unless the Committee extends the required submittal date for all proposers.

G. Proposals may be corrected, modified, or withdrawn prior to the deadline for submission of proposals by submitting the required number of copies of such correction, modification, withdrawal or a new submission, clearly marked on the outside envelope with the appropriate heading, by the deadline listed above.

H. Proposals cannot be withdrawn, modified or amended for a period of one hundred fifty (150) days from the acceptance of the proposal.

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

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

K. All proposals become the property of the Town. All proposals are deemed to be public records within the meaning of Massachusetts General Laws Chapter 4, Section 7(26).

L. The Town will not be liable for any costs incurred by any respondents in the preparation and presentation of responses to this RFP or in the participation in views, interviews, negotiations or any other aspect of this RFP process.

10. RESERVATIONS BY THE TOWN

A. This RFP does not represent any obligation or agreement whatsoever on the part of the Town to sell the Premises described in this RFP.

B. The Town reserves the right, in its sole discretion, to reject at any time any or all proposals, to withdraw the RFP, to select finalists to submit and negotiate a more fully-developed response, to negotiate with one or more applicants, and/or negotiate and dispose of the Premises on terms that are not materially different from those set forth herein. The Town also reserves the right, at any time, to waive strict compliance with terms and conditions of this RFP or to entertain reasonable modifications or additions to selected proposals provided the same are not materially different from the terms set forth herein.

C. The Town makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments and supplements) is made subject to errors, omissions, prior sale, or financing, withdrawal without prior notice, and changes to, additions to, and different interpretations of laws and regulations.

D. Selection of a proposer's proposal will not create any rights on the proposer's part, including, without limitation, rights of enforcement, equity or reimbursement, until the P&S and all related documents are approved by the Committee and fully executed.

E. All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any proposer, will be within the sole discretion of the Committee.

502929/WSFD/0129

TOWN OF WESTFORD
REQUEST FOR PROPOSALS (RFP)
Sale of Hildreth Street Property, Westford

EXHIBIT A

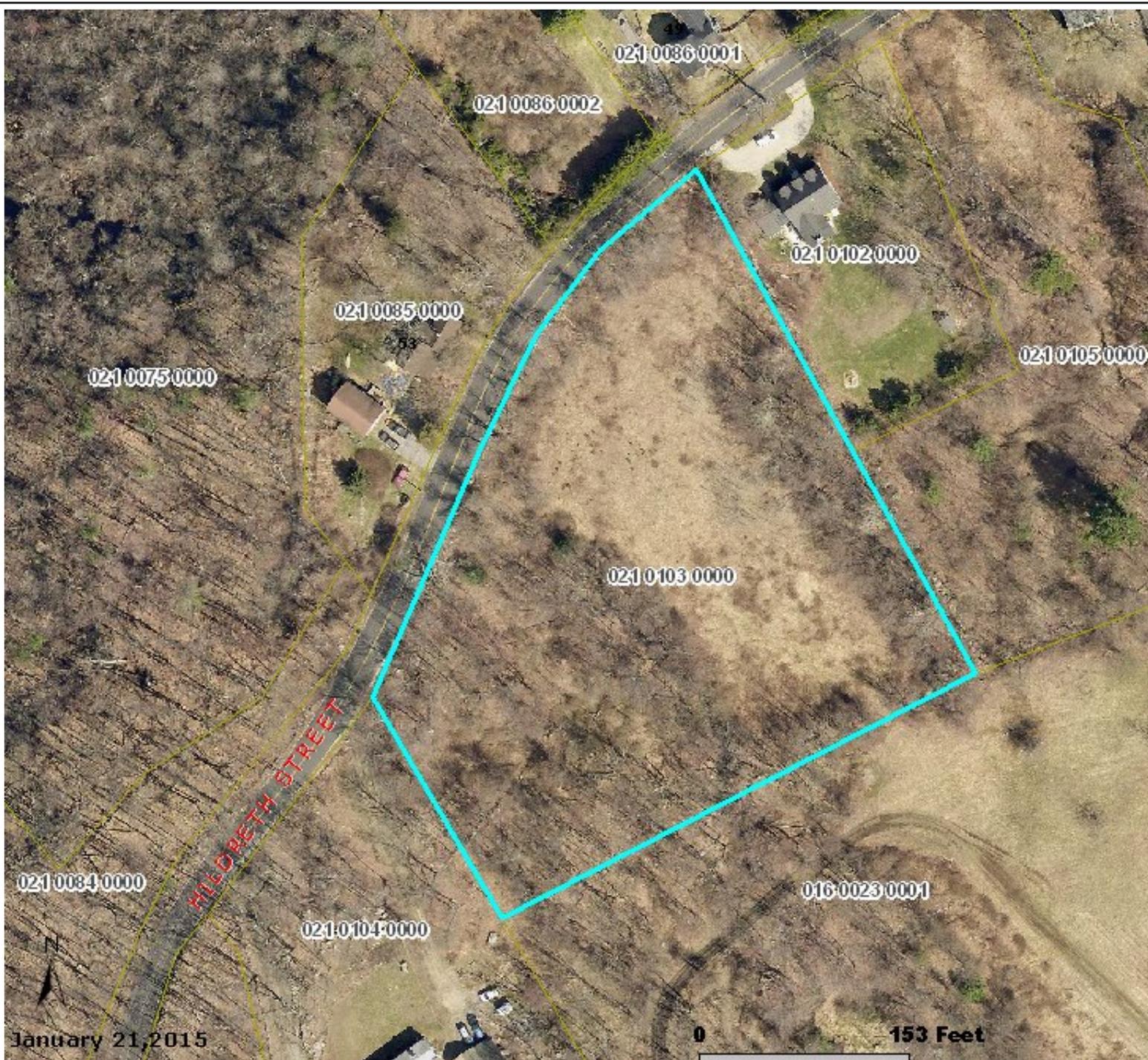
PLAN OF PREMISES



Town of Westford, MA

Hildreth Street TPSC Parcel

Aerial Photo 2014



Disclaimer

Town of Westford, MA makes no warranty or representation as to the accuracy, timeliness or completeness of any of the data. The Town of Westford, MA, shall have no liability for the data or lack thereof, or any decision made or action taken or not

Legend

Address Numbers

StreetNames

Map Parcel Lot #

▲ Town Features

 Parcels

Parcels Clear

Parcels Buffer

Aerial Photo 2014

RGB

 Red: Band_1

 Green: Band_2

 Blue: Band_3

TOWN OF WESTFORD

REQUEST FOR PROPOSALS (RFP)

Sale of Hildreth Street Property, Westford

EXHIBIT B

PURCHASE AND SALE AGREEMENT

1. Information and Definitions

(a) DATE OF AGREEMENT: _____, 2014.

(b) PREMISES: A parcel of vacant land, consisting of approximately 2.95 acres, located on Hildreth Street, described in a Final Judgment in Tax Lien Case, dated September 2, 1997, recorded with the Middlesex North Registry of Deeds in Book 8814, Page 85, and being Assessor's Map 21, Lot 103.

(c) SELLER: Town of Westford, acting by and through its Tax Possession Sale Committee

Address: Westford Town Hall, 55 Main Street, Westford, MA 01886

Seller's Attorney: Katharine Lord Klein, Esq.

Address: Kopelman and Paige, P.C., 101 Arch Street, Boston, MA 02110

Phone: (617) 556-0007 Fax: (617) 654-1735

(d) BUYER:

Address:

Buyer's Attorney:

Address:

Phone: Fax:

(f) CLOSING DATE: _____, at Noon.

Time is of the essence.

(g) PLACE: Middlesex North Registry of Deeds, or a closing by mail, at Seller's election.

(h) TITLE: Quitclaim Deed

2. COVENANT. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. The Premises consist of vacant land.

4. TITLE DEED. Said Premises are to be conveyed by a quitclaim deed running to Buyer, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

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

5. PURCHASE PRICE. The agreed purchase price for said Premises is _____ Dollars (\$ _____), of which:

\$ 500.00	was paid upon Buyer's on _____, 2014 as proposal security;
\$	shall be paid today which, together with the proposal security of \$500.00, and together shall be the deposit under this Agreement; and
\$	are to be paid at the time of delivery of the deed by certified, or bank check or by wire transfer, at Seller's discretion

\$	TOTAL

6. PLAN. If Buyer desires a plan of the Premises, Buyer shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.

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

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the

Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless Seller elects, in its sole discretion, to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the time for performance hereunder. In no event, however, shall reasonable efforts require Seller to expend more than \$500, including attorneys' fees. Seller's obligations hereunder are subject to the availability and appropriation of funds to fulfill Seller's obligations.

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of the extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. BUYER'S ELECTION TO ACCEPT TITLE. Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

11. USE OF MONEY TO CLEAR TITLE. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in accordance with customary Massachusetts conveyancing practices.

12. ACCEPTANCE OF DEED. The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

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

14. DEPOSIT. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Westford as escrow agent, in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by Seller and Buyer.

15. BUYER'S DEFAULT; DAMAGES. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default under

this Agreement because it is impossible to exactly calculate the damages which would accrue to Seller in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section.

16. LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

17. BROKERS. Buyer represents and warrants to the Seller that Buyer has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer agrees to defend and indemnify the other against and hold the other harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Seller by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.

18. CONTINGENCIES. The obligations of the parties are contingent upon the satisfaction of each of the following conditions:

- (a) Buyer shall have complied with the disclosure provisions of G.L. c.7C, §38, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file all required statements;
- (b) Compliance with the provisions of G.L. c.30B, §16;
- (c) Approval and execution of a conservation restriction upon the Premises by the Executive Office of Energy and Environmental Affairs, protecting the Premises in perpetuity, and specifically addressing preservation of the environmental resources, scenic views and wildlife, control of the invasive species at the Premises, restoration and maintenance of the meadow/field environment, and allowing the public access to the Premises for passive recreational activities; and
- (d) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of property by Seller.

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

20. HAZARDOUS MATERIALS. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this Agreement. Buyer represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS", subject to Buyer's right to terminate this Agreement under Section 21. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the Premises or for any other condition or defect on the Premises, and shall defend, indemnify and hold harmless Seller from any and all losses, damages, costs, claims, fines, expenses and liabilities relating to said Hazardous Materials. The provisions of this Section shall survive delivery of the deed.

21. CONDITION OF PREMISES. Seller agrees to deliver the Premises at the time of delivery of Seller's deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of Seller's personal property therefrom which is not being sold to Buyer, or left for its benefit, as consented to by it. Until the delivery of the deed, Seller shall maintain insurance on the Premises as presently insured.

22. CASUALTY; CONDEMNATION. Notwithstanding anything herein to the contrary, in the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty (and such fire, vandalism or other casualty is not the result of the negligence of Buyer, or its agents, employees, contractors and invitees), or in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.

23. ASSIGNMENT. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

24. TITLE OR PRACTICE STANDARDS. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

25. CLOSING. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and

funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.

26. BUYER'S WARRANTIES. Buyer hereby represents and warrants:

- (a) This Agreement and all documents to be executed by Buyer and delivered to Buyer at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by Buyer.
- (b) Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by Seller or any employee or representative of Seller.

27. NOTICE. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed in the case of:

Seller: Tax Possession Sale Committee
c/o Office of Town Manager
Westford Town Hall
55 Main Street
Westford, MA 01886

With a copy to: Katharine Lord Klein, Esq.
Kopelman and Paige, P.C
101 Arch Street
Boston, MA 02110
Telephone: (617) 556-0007
Facsimile: (617) 654-1735
Email: kklein@k-plaw.com

In the case of Buyer:

With a copy to:

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

28. SELLER DEFAULT. In the event that Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and in equity for any breach of this Agreement by Seller.

29. POST CLOSING COMPLIANCE AND ADJUSTMENTS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within six (6) months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the Deed.

30. EXTENSIONS. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

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

32. GOVERNING LAW: This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.

[signature page follows]

In Witness Whereof, the parties sign this Agreement under seal as of this _____ day of _____, 2014.

SELLER:

BUYER:

TOWN OF WESTFORD,
By its Tax Possession Sale Committee

Donald Costley (Chair)

By: _____
Name:
Title:

Denali Delmar (Vice-Chair)

Steven Sadowski (Recording Secretary)

Paul Cully

David Earl

Ernest Hyde

William Harman

TOWN OF WESTFORD
REQUEST FOR PROPOSALS (RFP)
Sale of Hildreth Street Property, Westford

EXHIBIT C

Wetland Delineation Report

WETLAND DELINEATION REPORT

Date: May 9, 2011

Purpose: Resource Area Evaluation pursuant to the Massachusetts Wetlands Protection Act, M.G.L. c. 131, s. 40 and the Town of Westford Non-Zoning Wetlands Bylaw Chapter 171

Location: Map: 21 – Parcel: 103
Hildreth Street, Westford Massachusetts

Requested by: Town of Westford, c/o Angus Jennings, AICP

Prepared by: Ducharme & Dillis, Civil Design Group, Inc. (CDG)

Site Description:

The property (referred to here in as “the site”) is a 2.95± Acres parcel located on the southern side of Hildreth Street, in Westford Massachusetts (*refer to Figure 1 – Locus Map*). The site is mix of open meadow and mature hardwood forest. Vegetation on site indicates that the area has been altered in the past by the presence of various invasive species such as glossy buckthorn (*Rhamnus frangula*), multiflora rose (*Rosa multiflora*) and buttercup (*Ranunculus sp.*). There is a larger wetland system located on the northerly side of Hildreth Street that drains through the property via an intermittent stream with associated Bordering Vegetated Wetland described in greater detail below.

Wetland Resource Areas:

A site visit was conducted on April 26, 2011, to evaluate the above referenced site with regard to the presence of Wetland Resource Areas, as defined by the Massachusetts Wetlands Protection Act (M.G.L. c. 131 s. 40) and Regulations (310 CMR 10.00) and by the Federal Clean Water Act (Section 404) and the Town of Westford Non-Zoning Wetlands Bylaw Chapter 171.

Soil observation points and vegetation were examined in areas where “saturated or inundated” conditions were noted and transects were run perpendicular to slope until upland soils and vegetation were encountered. The information gained from the observation points was then used to interpret soil borings and observations of vegetation made at flag locations along the wetland boundary. Soil and vegetation descriptions recorded at sample transects can be found on the attached DEP field data forms.

There is an intermittent stream east of the existing house located at #53 Hildreth Street that flows in a south easterly direction until it crosses the road via a culvert onto the locus parcel. The stream flows for approximately 25-feet onto the site at which point it goes into the ground. There was some question as to where the stream flow was directed beyond this point. Fluorescent green dye was added to the

stream in the location where it exits the culvert under Hildreth Street to determine its connection to the downstream wetland system. There is an intermittent stream with an associated Bordering Vegetated Wetlands (BVW) that begins just west of the existing field about a quarter of the way into the lot. This section of wetland is identified by the "A" series of wetland flags. Within a three minute time span the green dye was observed entering the upper most reaches of the intermittent stream located within the "A" series of wetland flags (Refer to Attachment "A" for pictures of the dye test). Based on the short amount of time elapsed, it is our assumption that the main thread of the stream is directly conveyed through a subsurface pipe from the culvert under Hildreth Street to the "A" series wetland. This hydraulically connection between the "A" and "B" series of wetland flags demonstrate that the site contains a single BVW with two "legs" that are separated by the meadow. The BVW boundary was delineated in the field according to Regulation 10.55(2)(c) which states that:

"the boundary of Bordering Vegetated Wetland is the line with which 50% or more of the vegetational community consists of wetland indicator plants and saturated or inundated conditions exist".

The Department of Environmental Protection Publication: *Delineating Bordering Vegetated Wetlands Under the Massachusetts Wetlands Protection Act* provides further clarification for the methods used to establish the above referenced boundary. The table below identifies wetland flags that were placed in the field along the BVW:

	<i>Flag ID</i>	<i>Flag Numbers</i>
BVW boundary	Blue Flags	A1 – A24
BVW boundary	Blue Flags	B1 – B13

There is a Buffer Zone extending 100 feet horizontally outward from the boundary of the Bordering Vegetated Wetland. Activities within this area are subject to the jurisdiction of Wetland Protection Act and regulations 310 CMR 10.00 and the Town of Westford Non-Zoning Wetlands Bylaw Chapter 171 and Regulations Chapter 235.

Based on the most recently available Flood Insurance Rate map for the Town of Westford the project site does not have areas subject to inundation during the 100-year frequency storm event, which would be considered Bordering Land Subject to Flooding. This information was obtained from the Federal Flood Insurance Rate (FIRM) Flood Plain Map 250225 0229 E for Westford, Massachusetts dated June 4, 2010 (*refer to Figure 2 – Flood Map*).

In accordance with regulation 310 CMR 10.59, no project may be permitted which will have any adverse effect on specified habitat sites of rare vertebrate or invertebrate species. Specified habitat sites of rare species have been identified by the Massachusetts Natural Heritage and Endangered Species Program of the Division of Fisheries and Wildlife. The Massachusetts Natural Heritage Atlas 13th Edition indicates that there are no mapped habitat sites of rare species and wildlife or certified vernal pools on or near the project site.

It is our opinion that the field delineation described above is a complete and accurate representation of the Wetland Resource Areas for the project site. This determination was based on observations of

existing conditions evident as the time of the site evaluation. The regulatory authority for determining wetland jurisdiction rests with local, state and federal authorities.

Applicant Town of Westford Prepared by: Ducharme & Dillis Project location: Map 21 Pcl. 103 Hildreth St. Westford, MA DEP File # _____

Check all that apply:

- Vegetation alone presumed adequate to delineate BVW boundary: fill out Section 1 only
- Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections 1 and 2
- Method other than dominance used (attach additional information)

Section 1. Vegetation Observation Plot Number: OP-1 Transect Number: WF A6 Date of Delineation: 26-Apr-11

A. Sample Layer and Plant Species (by common/scientific name)	B. Percent Cover (or basal layer)	C. Percent Dominance	D. Dominant Plant (yes or no)	E. Wetland Indicator Category*
<u>Trees:</u>				
Red Maple (Acer rubra)	90%	100%	Yes	FAC*
Total:	90%			
<u>Shrubs & Saplings:</u>				
Red Maple (Acer rubra)	70%	70%	Yes	FAC*
Multiflora Rose (rosa multiflora)	30%	30%	Yes	FACU
Total:	100%			
<u>Ground Cover:</u>				
Skunk-cabbage (Symplocarpus foetidus)	30%	100%	Yes	OBL*
Total:	30%			

*Use an asterisk to mark wetland indicator plants: plant species listed in the Wetland Protection Act (MGL c. 131); plants in the genus **Sphagnum**; plants listed as FAC, FAC+, FAC-, FACW, FACW+, or OBL; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation Conclusion:

Number of dominant wetland plants: 3 **Number of dominant non-wetland indicator plants: 1**

Is the number of wetland plants equal to or greater than the number of dominant non-wetland plants? yes no

If vegetation is presumed adequate to delineate the BVW boundary, submit this form with the Request for Determination of Applicability of Notice of Intent.

Section II. Indicators of Hydrology

Hydric Soil Interpretation

1. Soil Survey

Is there a published soil survey for this site? **yes** **no**

title/date: Soil Survey for Middlesex County
 map number: 420B
 soil type mapped: Canton fine sandy loam
 hydric soil inclusions: No

Are field observations consistent with soil survey? **yes** **no**

Remarks:

2. Soil Description:

Horizon	Depth	Matrix	Mottles Color	
Oi	0-12"	10YR 2/2		
Bg	12-20"	10YR 5/2	10YR 7/1	20%

Remarks:

3. Other:

Conclusion: is soil hydric? **yes** **no**

Other indicators of hydrology: (check all that apply and describe)

- Site Inundated: _____
- Depth to free water in observation hole: 3"
- Depth to soil saturation in observation hole: 0"
- Water marks: _____
- Drift Lines: _____
- Sediment deposits: _____
- Drainage patterns in BVW: Intermittent Stream
- Oxidized rhizospheres: _____
- Water-stained leaves: _____
- Recorded data (stream, lake, or tidal gauge; arial photo; other): Great Brook

Vegetation and Hydrology Conclusion

Number of wetland indicator plants **yes** **no**
 ≥ number of non-wetland indicator plants

Wetland hydrology present:

hydric soil present? **yes** **no**

other indicators of hydrology present? **yes** **no**

Sample Location is in a BVW? **yes** **no**

Applicant Town of Westford Prepared by: Ducharme & Dillis Project location: Map 21 Pcl. 103 Hildreth St. Westford, MA DEP File # _____

Check all that apply:

- Vegetation alone presumed adequate to delineate BVW boundary: fill out Section 1 only
- Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections 1 and 2
- Method other than dominance used (attach additional information)

Section 1. Vegetation Observation Plot Number: OP-2 Transect Number: WF A6 Date of Delineation: 26-Apr-11

A. Sample Layer and Plant Species (by common/scientific name)	B. Percent Cover (or basal layer)	C. Percent Dominance	D. Dominant Plant (yes or no)	E. Wetland Indicator Category*
<u>Trees:</u>				
Red Maple (<i>Acer rubra</i>)	30%	38%	Yes	FAC*
White Ash (<i>Fraxinus americana</i>)	30%	38%	Yes	FACU
Black Cherry (<i>Prunus serotina</i>)	20%	24%	Yes	FACU
Total:	80%			
<u>Shrubs & Saplings:</u>				
Japanese Honeysuckle (<i>Lonicera japonica</i>)	30%	30%	Yes	FAC-
Glossy Buckthorn (<i>Rhamnus frangula</i>)	30%	30%	Yes	FAC*
Multiflora Rose (<i>rosa multiflora</i>)	40%	40%	Yes	FACU
Total:	100%			

*Use an asterisk to mark wetland indicator plants: plant species listed in the Wetland Protection Act (MGL c. 131); plants in the genus **Sphagnum**; plants listed as FAC, FAC+, FACW-, FACW, FACW+, or OBL; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation Conclusion:

Number of dominant wetland plants: 2 **Number of dominant non-wetland indicator plants: 4**

Is the number of wetland plants equal to or greater than the number of dominant non-wetland plants? yes no

If vegetation is presumed adequate to delineate the BVW boundary, submit this form with the Request for Determination of Applicability of Notice of Intent.

Section II. Indicators of Hydrology

Hydric Soil Interpretation

1. Soil Survey

Is there a published soil survey for this site? **yes** **no**

title/date: Soil Survey for Middlesex County

map number: 420B

soil type mapped: Canton fine sandy loam

hydric soil inclusions: No

Are field observations consistent with soil survey? **yes** **no**

Remarks:

2. Soil Description:

Horizon	Depth	Matrix	Mottles Color
Ap	0-6"	10YR 3/2	
Bw	6-16"	10YR 5/6	

Remarks:

3. Other:

Conclusion: is soil hydric? **yes** **no**

Other indicators of hydrology: (check all that apply and describe)

Site Inundated: _____

Depth to free water in observation hole: _____

Depth to soil saturation in observation hole: _____

Water marks: _____

Drift Lines: _____

Sediment deposits: _____

Drainage patterns in BVW: _____

Oxidized rhizospheres: _____

Water-stained leaves: _____

Recorded data (stream, lake, or tidal gauge; arial photo; other): _____

Vegetation and Hydrology Conclusion

Number of wetland indicator plants **yes** **no**
 ≥ number of non-wetland indicator plants

Wetland hydrology present:
 hydric soil present? **yes** **no**

other indicators of hydrology present? **yes** **no**

Sample Location is in a BVW? **yes** **no**

Applicant Town of Westford Prepared by: Ducharme & Dillis Project location: Map 21 Pcl. 103 Hildreth St. Westford, MA DEP File # _____

Check all that apply:

- Vegetation alone presumed adequate to delineate BVW boundary: fill out Section 1 only
- Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections 1 and 2
- Method other than dominance used (attach additional information)

Section 1. Vegetation Observation Plot Number: OP-3 Transect Number: WF B4 Date of Delineation: 26-Apr-11

A. Sample Layer and Plant Species (by common/scientific name)	B. Percent Cover (or basal layer)	C. Percent Dominance	D. Dominant Plant (yes or no)	E. Wetland Indicator Category*
<u>Trees:</u>				
Red Maple (Acer rubra)	90%	100%	Yes	FAC*
Total:	90%			
<u>Shrubs & Saplings:</u>				
Red Maple (Acer rubra)	40%	57%	Yes	FAC*
Red-Osier Dogwood (Cornus stolonifera)	30%	43%	Yes	FACW+*
Total:	70%			
<u>Ground Cover:</u>				
Celery-leaf Buttercup (Ranunculus sceleratus)	30%	100%	Yes	OBL*
Total:	30%			

*Use an asterisk to mark wetland indicator plants: plant species listed in the Wetland Protection Act (MGL c. 131); plants in the genus **Sphagnum**; plants listed as FAC, FAC+, FAC-, FACW, FACW+, or OBL; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation Conclusion:

Number of dominant wetland plants: 4 **Number of dominant non-wetland indicator plants: 0**

Is the number of wetland plants equal to or greater than the number of dominant non-wetland plants? yes no

If vegetation is presumed adequate to delineate the BVW boundary, submit this form with the Request for Determination of Applicability of Notice of Intent.

Section II. Indicators of Hydrology

Hydric Soil Interpretation

1. Soil Survey

Is there a published soil survey for this site? **yes** **no**

title/date: Soil Survey for Middlesex County
 map number: 420B
 soil type mapped: Canton fine sandy loam
 hydric soil inclusions: No

Are field observations consistent with soil survey? **yes** **no**

Remarks:

2. Soil Description:

Horizon	Depth	Matrix	Mottles Color
Oi	0-21"	10YR 2/1	

Remarks: Histosol hydric soil

3. Other:

Conclusion: is soil hydric? **yes** **no**

Other indicators of hydrology: (check all that apply and describe)

- Site Inundated: _____
 - Depth to free water in observation hole: 3"
 - Depth to soil saturation in observation hole: 0"
 - Water marks: _____
 - Drift Lines: _____
 - Sediment deposits: _____
 - Drainage patterns in BVW: _____
 - Oxidized rhizospheres: _____
 - Water-stained leaves: _____
 - Recorded data (stream, lake, or tidal gauge; arial photo; other): _____
- Great Brook

Vegetation and Hydrology Conclusion

Number of wetland indicator plants **yes** **no**
 ≥ number of non-wetland indicator plants

Wetland hydrology present:

hydric soil present? **yes** **no**

other indicators of hydrology present? **yes** **no**

Sample Location is in a BVW? **yes** **no**

Applicant Town of Westford Prepared by: Ducharme & Dillis Project location: Map 21 Pcl. 103 Hildreth St. Westford, MA DEP File # _____

Check all that apply:

- Vegetation alone presumed adequate to delineate BVW boundary: fill out Section 1 only
- Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections 1 and 2
- Method other than dominance used (attach additional information)

Section 1. Vegetation Observation Plot Number: OP-4 Transect Number: WF B4 Date of Delineation: 26-Apr-11

A. Sample Layer and Plant Species (by common/scientific name)	B. Percent Cover (or basal layer)	C. Percent Dominance	D. Dominant Plant (yes or no)	E. Wetland Indicator Category*
<u>Shrubs & Saplings:</u>				
Quaking Aspen (<i>Populus tremula</i>)	20%	100%	Yes	FACU
Total:	20%			
<u>Ground Cover:</u>				
Orchard Grass (<i>Dactylis glomerata</i>)	90%	90%	Yes	FACU
Sensitive Fern (<i>Osmunda sensibilis</i>)	10%	10%	No	FACW*
Total:	100%			

*Use an asterisk to mark wetland indicator plants: plant species listed in the Wetland Protection Act (MGL c. 131); plants in the genus **Sphagnum**; plants listed as FAC, FAC+, FAC-, FACW, FACW+, or OBL; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation Conclusion:

Number of dominant wetland plants: 0 **Number of dominant non-wetland indicator plants: 2**

Is the number of wetland plants equal to or greater than the number of dominant non-wetland plants? yes no

If vegetation is presumed adequate to delineate the BVW boundary, submit this form with the Request for Determination of Applicability of Notice of Intent.

Section II. Indicators of Hydrology

Hydric Soil Interpretation

1. Soil Survey

Is there a published soil survey for this site? **yes** **no**

title/date: Soil Survey for Middlesex County

map number: 420B

soil type mapped: Canton fine sandy loam

hydric soil inclusions: No

Are field observations consistent with soil survey? **yes** **no**

Remarks:

2. Soil Description:

Horizon	Depth	Matrix	Mottles Color
Ap	0-6"	10YR 3/2	
Bw	6-18"	10YR 5/8	

Remarks:

3. Other:

Conclusion: is soil hydric? **yes** **no**

Other indicators of hydrology: (check all that apply and describe)

Site Inundated: _____

Depth to free water in observation hole: _____

Depth to soil saturation in observation hole: _____

Water marks: _____

Drift Lines: _____

Sediment deposits: _____

Drainage patterns in BVW: _____

Oxidized rhizospheres: _____

Water-stained leaves: _____

Recorded data (stream, lake, or tidal gauge; arial photo; other): _____

Vegetation and Hydrology Conclusion

Number of wetland indicator plants **yes** **no**
 ≥ number of non-wetland indicator plants

Wetland hydrology present:
 hydric soil present? **yes** **no**

other indicators of hydrology present? **yes** **no**

Sample Location is in a BVW? **yes** **no**

ATTACHMENT A

PICTURE POINT #1 ↘



PICTURE POINT #2 ↘



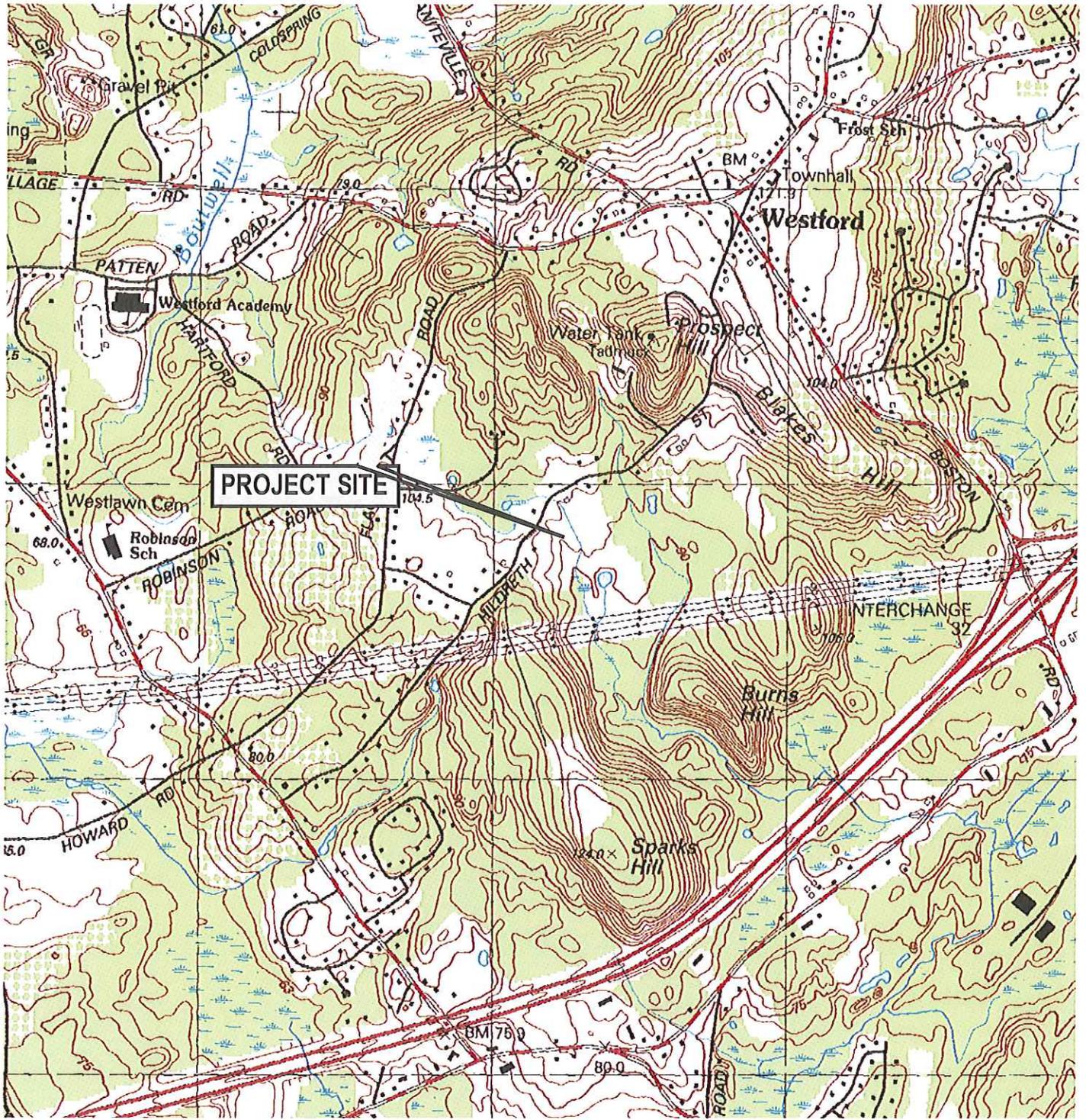


FIGURE 1 - LOCUS MAP

Prepared By: Ducharme & Dillis, Civil Design Group, Inc.
 1092 Main Street
 P.O. Box 428
 Bolton, Massachusetts

References: 1987 USGS Billerica Massachusetts
 Topographic Map

Prepared For: Town of Westford
 c/o Angus Jennings, AIPC



DUCHARME & DILLIS
CIVIL DESIGN GROUP, INC.

ENGINEERING • LAND SURVEYING • WETLAND CONSULTING

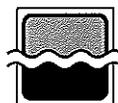


FIGURE 2 - FLOOD MAP

Prepared By: Ducharme & Dillis, Civil Design Group, Inc.
 1092 Main Street
 P.O. Box 428
 Bolton, Massachusetts

References: FIRM - Flood Insurance Rate Map
 Town of Westford, Massachusetts
 Community-Panel Number: 250225 0229 E
 Effective Date: June 4, 2010

Prepared For: Town of Westford
 c/o Angus Jennings, AIPC



DUCHARME & DILLIS
CIVIL DESIGN GROUP, INC.
 ENGINEERING • LAND SURVEYING • WETLAND CONSULTING

TOWN OF WESTFORD

REQUEST FOR PROPOSALS (RFP)

Sale of Hildreth Street Property, Westford

PRICE PROPOSAL FORM

PRICE

Please write your proposal offer:

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in number form

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

Name of proposer

Name of person signing proposal

Signature of person signing proposal

Date

Title

Address

504307/WSFD/0129

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

TOWN OF WESTFORD
REQUEST FOR PROPOSALS (RFP)
Sale of Hildreth Street Property, Westford

FORM 1

Certificate of Tax Compliance

Pursuant to Chapter 62C, §49A(b) of the Massachusetts General Laws, I,

_____, authorized signatory for
(Name)

_____, do hereby certify under the pains and
(Name of Proposer)

penalties of perjury that said proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Signature: _____

Printed name: _____

Title: _____

Name of Business: _____

Date: _____

504307/WSFD/0129

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

TOWN OF WESTFORD

REQUEST FOR PROPOSALS (RFP)

Sale of Hildreth Street Property, Westford

FORM 2

Certificate of Non-Collusion

The undersigned certifies under the pains and 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: _____

Printed name: _____

Title: _____

Name of Business: _____

Date: _____

504307/WSFD/0129

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

TOWN OF WESTFORD

REQUEST FOR PROPOSALS (RFP)

Sale of Hildreth Street Property, Westford

FORM 3

CERTIFICATE OF AUTHORITY

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

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

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

1) IF A PROPRIETORSHIP

Name of Owner: _____

Address: _____

Name of Business: _____

Home: _____

2) IF A PARTNERSHIP

Business Name: _____

Business Address: _____

Names and Addresses of Partners

PARTNER NAME	ADDRESS	ZIP CODE
_____	_____	_____

3) IF A CORPORATION OR A LIMITED LIABILITY COMPANY

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business: _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____

4) IF A TRUST

Full Legal Name: _____

Recording Information: _____

State of Formation: _____

Full names and address of all trustees:

NAME	ADDRESS	ZIP CODE
------	---------	----------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature: _____

Printed name: _____

Title: _____

Name of Business: _____

Date: _____

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

TOWN OF WESTFORD

REQUEST FOR PROPOSALS (RFP)

Sale of Hildreth Street Property, Westford

FORM 4

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

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

Conveyance by Town of Westford (Deed)

(3) Public Agency Participating in Transaction:

Town of Westford, acting by and through its Tax Possession Sale Committee

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

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

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor X Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

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

Authorized Signature of Disclosing Party

Date (mm /dd/yyyy)

Print Name & Title of Authorized Signer

504307/WSFD/0129

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