

**TOWN OF SHARON, MASSACHUSETTS
WILBER SCHOOL REDEVELOPMENT COMMITTEE
REQUEST FOR DEVELOPER PROPOSALS
SCHOOL BUILDING AND LAND
75-85 SOUTH MAIN STREET, SHARON, MA 02067**



Proposals Due: Friday, August 25, 2006 at 11:00AM

TABLE OF CONTENTS

I. Introduction.....	Page 3
II. Civil/Site Findings.....	Page 3
III. Project.....	Page 4
IV. Statement of Qualifications.....	Page 5
V. Pre-proposal Conference.....	Page 6
VI. General Terms and Conditions.....	Page 6
VII. Submission Requirements.....	Page 7
VIII. Comparative Criteria and Checklist.....	Page 9
IX. Contract Terms and Conditions.....	Page 10
X. Miscellaneous.....	Page 12
Appendix I: Current Site Plan.....	Page 15
Appendix II: Relevant Documents Available at Town of Sharon Website.....	Page 16
Exhibit A. Disclosure of Beneficial Interests in Real Property Transaction.....	Page 17
Exhibit B. Certification (Tax Affidavit)	Page 19
Exhibit C. Acknowledgment of RFP Requirements.....	Page 20
Exhibit D. Release Regarding Hazardous Materials.....	Page 21
Exhibit E. Certificate of Non-Collusion.....	Page 22
Exhibit F. Certificate by Corporate Authority to Sign Contract.....	Page 23
Exhibit G. RFP Addenda Receipt Page.....	Page 24

I. INTRODUCTION

The Wilber School Redevelopment Committee (hereafter, “WSRC”), on behalf of the Town of Sharon (hereafter, “Town”) Board of Selectmen, is seeking proposals for the redevelopment of the Charles R. Wilber School site (hereafter, Wilber site) with an end use of commercial/mixed-use development. The Wilber site, located at 75-85 South Main Street, stands adjacent to the Town’s central business district and is included in Sharon’s Historic District #3. The site would be leased to the successful bidder (hereafter “Developer”) for up to 99 years. Pursuant to the provisions of Massachusetts General Law (MGL) Chapter 40, Section 3, it is the intent of the Board of Selectmen to seek authorization approval to enter into said lease at the November 2006 Town Meeting.

The Wilber site has been vacant for more than twenty-five years. It is roughly 3.7 acres (of which approximately 2.7 acres is available for development) and is bounded by Station Street (to the northeast), South Main Street (to the southeast), Chestnut Street (to the southwest) and South Pleasant Street (to the northwest). The original brick building was built in 1922 and expanded in 1929. It is comprised of three major components, a two-story north wing, a central auditorium wing, and a three-story south wing. The building’s footprint is approximately 19,800 square feet; the total existing building area is approximately 43,600 gross square feet.

Qualified respondents include builders or contractors with significant experience in historic rehabilitation and/or organizations familiar with all aspects of commercial development, especially mixed use. The minimum lease payment from the Developer to the Town will be \$10,000 per annum.

II. CIVIL/SITE FINDINGS

The description below is for the entire property. Approximately one acre of the site will be retained by the Town for future municipal use, such as a library.

A. Site Description

The Wilber site is roughly trapezoidal in shape and approximately 3.7 acres in size. The Town of Sharon is the owner of record pursuant in the Norfolk County Registry of Deeds, Book 1465, Page 361, LC Cert 5415 and LC Cert 5429. According to a survey by Norwood Engineering Co., Inc., Norwood, MA, dated May 19, 1995, the three (3) major site features on the lot include the building, a parking area, and a grassy field. The building, which faces South Main Street, stands in the southern quadrant of the lot. A bituminous concrete parking area is located directly behind the building; the grassy field is located in the northern quadrant of the lot. The majority of the site is flat with no obvious runoff patterns. The area around the building combined with the parking area (representing approximately two-thirds [2/3] of the entire lot) is at approximately 297 feet above mean sea level. The grassy field located in the northern portion of the site slopes

downward and away from the building toward the intersection of South Pleasant Street and Station Street at an approximately five (5) to six (6) percent grade (see Appendix I).

B. Site Access

Currently, the parking area behind the building can be accessed from three (3) different town roads. A bituminous concrete driveway extends from Station Street around the northern corner of the building and into the parking area. Additional curb cuts and aprons provide access to the parking area from Chestnut Street and South Pleasant Street. The parking area is in poor condition; only the northern-most area (accessed by Station Street) currently is used for parking on a regular basis.

III. PROJECT

The WSRC is seeking proposals for the redevelopment of the building into retail/commercial space on the ground floor and residential or commercial/office space on the upper floor(s). The Developer will work with the Town to ensure that the redevelopment of this property is consistent with the priorities as set forth in Part VIII of this Request for Proposals (hereafter, "RFP") (see page 9).

A. Condition of Property

The Town voted at its November 2005 Town Meeting to abate the building of all hazardous material. The Town intends to undertake abatement of the known contaminants in the building as soon as is practical. The Town will abate the building, but not seal it afterwards. It will be the responsibility of the Developer to seal the building following abatement in order to preserve any portion of the building that is to be maintained. Other than abatement, the property is available as is (see Appendix II, item 1). The lease with the Developer shall be subject to all restrictions and conditions of record, insofar as they may be in force and applicable to said parcel.

B. Subdivision/Permits/Approvals

All costs and responsibilities for obtaining subdivision approval, site plan approval and releases for any easements, covenants, or any other restrictions on the property will be the responsibility of the Developer. The Town will work with the Developer to assist in the process, but cannot guarantee approvals by town boards and committees.

C. Historic District

The Wilber site is located within Historic District #3, which consists of the Charles R. Wilber School, the Pleasant Street School, and the Kate Morrell Park.

D. Zoning

The Wilber site is located within the Sharon Business C District and the Groundwater Resources Protection District. The southwest corner of the site is within the Zone II Wellhead Protection District (see Appendix II, item 2). It is also subject to the provisions of the Municipal Building Conversion section of the Town of Sharon By-law (Section 4220), Apartments in Business Districts (Section 4230) and Site Plan Approval in

Business A & C Districts (Section 6330) (see Appendix II, item 3). **The Developer is cautioned to be aware of any revisions to the posted by-laws.** In addition, the Sharon Planning Board has developed guidelines for Business C District (see Appendix II, item 4).

E. Other Information

The Rules and Regulations of the Sharon Water Department (Article III, paragraph 7) require that all new housing construction include high-efficiency toilets (see Appendix, item 5). In addition, “environmentally friendly” items, such as low-flow showerheads and low-flow toilets in commercial areas, would be considered advantageous to the proposal.

Several relevant studies recently have been conducted to help address zoning and septic constraints (see Appendix II, items 6-8).

IV. STATEMENT OF QUALIFICATIONS

All interested Developers should submit a statement of qualifications in keeping with the guidelines below.

A. Required: A Developer background statement to include:

- Firm name;
- Addresses and telephone numbers of all firm offices;
- Structure of firm, e.g. sole proprietorship, partnership, corporation, nonprofit;
- Size of firm;
- Years firm has been in business;
- Financial information in the form of a current financial statement and balance sheet;
- Information about the experience of the developer;
- Names of principals in firm;
- Educational and experiential background of principals and those who will be working on the project;
- Qualifications for specific project;
- List of properties owned and/or managed by developer, all firm principals, and all who will be working on the project;
- Listing of any actions (within the last 10 years) taken by any regulatory agency involving the firm or its agents or employees with respect to any work performed;
- Listing of any litigation (within the last 10 years) involving the firm or its agents or employees with respect to any work performed;
- Name of persons who can be contacted as references. At least three (3) references must be provided;
- Demonstration of ability to obtain all appropriate casualty/liability insurance coverage applicable to the proposal; and
- Demonstration of ability to obtain performance bond.

B. Optional:

- More detailed descriptions, such as photographs or project brochures of specific projects referenced as relevant experiences, may also be included. This additional material is most appropriate for those respondents who have not previously completed projects in the Town of Sharon.

V. PRE-PROPOSAL CONFERENCE

A meeting will be held on Thursday, July 20, 2006 at 10 a.m. at the Sharon Town Hall, 90 South Main Street for all persons interested in learning more about the requirements and restrictions of this development and the process outlined in this RFP. Attendance is not mandatory but participation may provide insight useful for proposal preparation.

Based on the accessibility of the buildings, a tour of the interior of the Wilber site may follow the pre-proposal conference. Pictures are available (see Appendix II, item 1).

VI. GENERAL TERMS AND CONDITIONS

The following are the Terms and Conditions of the RFP:

- The Developer shall be an individual, company, corporation, or other entity possessing experience and expertise in community-based commercial development.
- The RFP is being issued by the Wilber School Redevelopment Committee on behalf of the Town of Sharon Board of Selectmen, c/o Sharon Town Hall, 90 South Main Street, Sharon, MA 02067. Questions or comments will be accepted via email at wilberschool@yahoo.com.
- The Town assumes no liability for costs incurred relevant to the preparation and submission of the RFP response by Developers or any other costs prior to the selection of a Developer.
- In the event it becomes necessary to revise any part of this RFP, revisions will be provided to all who received the RFP directly from the Sharon Board of Selectmen office and will also be posted on the website. It is the Developer's responsibility to periodically check the WSRC website (<http://www.townofsharon.net/Boards and Committees/Wilber School Redevelopment Committee>) for updates. The Town shall bear no responsibility or liability due to copies of revisions lost in mailing or not delivered to a prospective developer due to unforeseen circumstances.

VII. SUBMISSION REQUIREMENTS

All Proposals must be submitted in sealed packages containing one (1) original and ten (10) copies of the proposal clearly labeled with the following:

TITLE: "Proposal for the Redevelopment of the Wilber Site"

FROM: Name and Address of Developer(s)

TO: Wilber School Redevelopment Committee
c/o Sharon Board of Selectmen
Sharon Town Hall
90 South Main Street
Sharon, MA 02067

DUE: 11:00 AM (local time) Friday, August 25, 2006, at which time the bids will be publicly opened, read aloud, and recorded.

All Proposals **must include** the following elements to be considered valid for this project:

A. Description of Developer and Affiliates—A description of the Developer, whether an individual, corporation, partnership, trust, etc. If the Developer is a team, include a list of members.

B. Mailing Address of Developer—Include address, contact name, phone number, and email address of the Developer. Provide the names, addresses, phone numbers, and email addresses for each member if Developer is a team.

C. Written and Numerical Statement of Bid —Clearly state in written word and numerical form the amount of the bid. The Town of Sharon has established a minimum triple net lease price of Ten Thousand Dollars (\$10,000) per annum. At the Town's discretion, in cases where the evaluation committee feels that more than one proposal is "Highly Advantageous", the lease price may be the deciding factor.

D. Deposit—All Candidates must submit a certified bank check in the amount of \$10,000 or ten percent (10%) of the proposed annual lease amount, whichever is greater, payable to the Town of Sharon. The selected Developer's deposit will be non-refundable and will be applied to the first year's lease payment. The Town of Sharon will retain the deposit in the event that the Developer fails, through no fault of the Town of Sharon, to (a) consummate the lease, (b) meet all requirements of the RFP, OR (c) enter into a Land Disposition Agreement for the subject property.

E. Evidence of Financial Ability—Information that will demonstrate to the Town that the Developer has the financial ability to lease, develop, and financially operate the property. All potential sources of funds to complete this project must be identified and

explained in detail, including any and all subsidies, grants, State and Federal funding that will potentially be used.

F. Evidence of Insurability—Documentation of ability to obtain appropriate workers compensation and general causality/liability insurance coverage.

G. Executed Disclosure of Beneficial Interest Statement—In compliance with MGL Chapter 7, Section 40J (see Exhibit A).

H. Executed Affidavit—Completed affidavit of non-conviction of crimes related to arson (MGL Chapter 60, Section 77B) and that Developer (**all principals**) is/are not delinquent in the payment of any real estate taxes, or must be current with respect to any pre-existing repayment agreement with any taxing authority. The Developer must also state if he/she/they ever had property which was foreclosed, and the circumstances leading to such foreclosure(s) (see Exhibit B).

I. Acknowledgment of RFP Requirements—Written acknowledgment of understanding and agreement with the terms, conditions, and requirements contained within the Request for Proposals (see Exhibit C).

J. Release Regarding Hazardous Materials—Release of the Town from any liability for any release of hazardous materials on the subject property (see Exhibit D).

K. Certificate of Non-Collusion and Tax Compliance—Certification that the proposal has been made in good faith, without collusion or fraud and that he, she, or they comply with the laws of the Commonwealth of Massachusetts (see Exhibit E).

L. Certificate by Corporate Authority to Sign Consent—A true copy, including an attached corporate seal, authorizing the Developer to sign all bid documents, including all certifications and releases on behalf of his/her corporate entity and to bind said entity relative to these documents (see Exhibit F).

M. Statement of Proposed Use—See Part VIII: Comparative Criteria and Checklist for favorable uses.

N. Historic Preservation—Include a statement of commitment to preserve and protect the historic character of the building, or some portion thereof (see Part VIII: Comparative Criteria and Checklist for favorable uses).

O. Conceptual Plan—Show a conceptual layout of the lot including building elevations and/or rendering, footprints, parking area and the reserved acre for Town use in a manner as to adequately present your proposal.

P. Septic System—Indicate an estimate of average daily water usage and the type of waste treatment to be used.

VIII: COMPARATIVE CRITERIA AND CHECKLIST

All proposals that meet the minimal submission requirements (as outlined in Part VII, above) will be reviewed for eligibility for the comparative criteria. Applicants who meet the minimum requirements, but do not meet the following comparative criteria may still apply, but will only be considered if there are no eligible applicants that meet all of the minimum and comparative criteria:

	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Not Advantageous</i>	<i>Unacceptable</i>
1. Historic Preservation	Shows ability to restore an historic building; proposal maintains entire outer façade of building or a portion thereof.	Demonstrates ability to design new structure that incorporates existing elements of the historic building; proposal maintains entire front façade of building or a portion thereof.	Fails to preserve and incorporate existing elements of the historic building facade.	Proposal includes demolition of building.
2. Use Description of detailed proposed use of property.	Specifies ground floor retail/office use with an affordable housing component eligible for DHCD standards.	Includes ground floor retail/office use with office use on upper floors.	Includes residential use on all floors.	Does not include residential or commercial component.
3. Site Development	Includes green space/natural vegetation, pervious materials, and parking that meet or exceed regulatory requirements.	Includes green space, pervious materials, and parking with not more than one of these requiring relief from zoning regulations.	Includes green space, pervious materials, and parking with not more than two of these requiring relief from zoning regulations.	No current regulatory requirements met for green space, impervious materials, and parking.
4. Site Development Schedule	Estimated completion less than 18 months. Schedule includes a realistic and detailed time table for all phases of construction.	Estimated completion less than 24 months. Limited detail provided regarding construction schedule and phasing.	Estimated completion 24-36 months.	Estimated completion more than 36 months or not provided.
5. Site Allocation	Provides additional amenities for community use in addition to inclusion of 1 acre of the site for town municipal use.	Includes 1 acre of the site for town municipal use.	Less than 1 acre for town municipal use.	Does not have municipal use allocation.
6. Site Development Budget	Includes complete list of development costs with realistic and accurate estimates for all phases of construction.	Provides realistic but general cost information; lacks specificity	Questionable, unrealistic, or incomplete development budget and/or cost estimates.	No estimated site or incomplete development budget provided.

	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Not Advantageous</i>	<i>Unacceptable</i>
7. Financial Status/Evidence of Financial Ability	Two years of financial statements, bank pre-qualification letter, lender references showing the source of funds for acquisition, construction, site development, permanent financing for property operation; letters of interest from prospective tenants.	Letters of interest from lenders, lender references showing the source of funds for acquisition, construction, site development, permanent financing for property operation.	Meets requirements of minimum criteria only (Part VII above).	Does not meet requirements of minimum criteria (Part VII above)
8. Septic System/ Alternative Waste Disposal System	Proposal shows a net reduction of nitrates and water mounding and overall “environmentally friendly” quality (see Appendix II, item 7).	Proposal shows a neutral net impact on the nitrates and water mounding and overall “environmentally friendly” quality (see Appendix II, item 7).	Proposal shows an increased net impact on nitrates and water mounding.	N/A
9. Lease Price	Offers the Town the highest lease rate with periodic escalators.	Offers the Town less than the highest lease rate but includes periodic escalators.	Offers the Town the lowest lease rate with no escalators.	Below minimum bid price.

- The developer’s past performance with respect to prior RFP’s or actions will be taken into consideration during the review process.

IX: LEASE AGREEMENT TERMS AND CONDITIONS

The following mandatory terms and conditions will be included in any lease agreement executed by and between the Town of Sharon and the Developer pursuant to this RFP

1. The lease shall be by and between the Town of Sharon acting through its Board of Selectmen and the Developer and these parties shall receive any and all notices under said lease.
2. The Developer must execute a lease agreement with the Town of Sharon within thirty (30) days of notice by the Town of the approval to lease the property. The Town reserves the right to waive or extend this deadline.
3. The Developer must commence the lease of the property within sixty (60) days of the execution of the lease. The Town reserves the right to waive or extend this deadline. Rent will commence upon the earlier of (a) 12 months after the day of lease commencement or (b) the day of issuance of all necessary permits and approvals for the redevelopment of the property. Based on the actual date of lease commencement, the payments may be pro-rated.

4. The Developer must file for applicable approvals and permits for the property within three (3) months of the commencement of the lease of the property from the Town to the Developer. The Town reserves the right to waive or extend this deadline.
5. The Developer is leasing the property “as is” (following the abatement of hazardous materials). The Developer shall be solely responsible for obtaining any and all permits, approvals, waivers, releases or any other requirement necessary to use, rehabilitate or otherwise develop the property.
6. The term of the lease shall be for up to 99 years subject to the approval of the Sharon Town Meeting with a renewal option.
7. Lease payments shall be made by the Developer on an annual basis and shall be due on the first day of each July (or the next business day).
8. The Developer shall be responsible for all maintenance, cleaning, utilities, rubbish disposal, snow removal; liability and casualty insurance for the property and shall bear all costs associated with the same.
9. This Request for Proposal along with the Developers Bid submissions shall be incorporated into the lease agreement and all terms and conditions set forth in these documents shall be binding upon the parties.
10. Any amendments to the Lease Agreement must be in writing signed by the parties.
11. The Developer may not assign or sublet any portion of the property without the written approval of the Town of Sharon.
12. The Developer may not engage in any activities on the property that would constitute a violation of the Massachusetts Conflict of Interest Law, MGL Chapter 268A.
13. Upon sufficient written notice and opportunity to cure, the Town of Sharon reserves the right to terminate the lease should the Developer fail to comply with the redevelopment of the property or any other portion of this RFP or the Proposal submitted by the Developer. If the Developer fails to fully comply with his/her Proposal, the bid and all invested expenses will be forfeited to the Town.
14. The lease and any documents incorporated therein shall constitute the entire agreement between the parties.

X: MISCELLANEOUS

A. Amendments/Modifications to Proposals

The Developer may, at any time prior to the deadline for submission of the Proposals, amend or modify a Proposal by submitting the amendment/ modification in a sealed package containing one (1) original and ten (10) copies of the amendment/modification and clearly marked with the following information:

TITLE: "Amendment to the Proposal for the Redevelopment of the Wilber School"

FROM: Name and Address of Developer-candidate(s)

TO: Wilber School Redevelopment Committee
c/o Sharon Board of Selectmen
Sharon Town Hall
90 South Main Street
Sharon, MA 02067

B. Withdrawal of Proposals

Any Developer may withdraw his/her/their Proposal at any time prior to the deadline established in this RFP. Those wishing to withdraw a Proposal must provide a written authorization and/or acknowledgment that the Proposal is being withdrawn and that the Town is not held responsible for any damage as a result of the Proposal withdrawal.

C. Rejection of Proposals

The Town reserves the right to reject any or all Proposals.

D. Authorization to Lease

The Town of Sharon Board of Selectmen will execute the lease agreement between the Town and the Developer.

E. Addenda

Any addenda to the RFP will be sent by mail or email to those who received a copy of the RFP from the Board of Selectmen. **The Town will not be responsible for notifying anyone who received a copy of the RFP from anyone other than the Board of Selectmen's office.** If it is not possible to notify all parties who officially received an RFP prior to the deadline for submission, the Town reserves the right to extend the deadline for submission. Any and all supplemental instructions will be in the form of written addenda to the RFP and, if issued, will be sent with a signed receipt requested, no later than three (3) days prior to the date fixed for the opening of proposals (see Exhibit G). Failure of any Developer to receive any addenda shall not relieve the Developer from any obligations under the proposal as submitted. **It will be the Developer's responsibility to periodically check the WSRC website for updates/addenda to the RFP.**

F. Request for interpretation

No oral interpretation of the meaning of RFP requirements, zoning regulations, or property conditions will be made. Every request for such interpretation shall be in writing addressed to the Wilber School Redevelopment Committee, c/o Sharon Board of Selectmen, Sharon Town Hall, 90 South Main Street, Sharon, MA 02067 or at wilberschool@yahoo.com and, to be given consideration, must be received seven (7) days prior to the date fixed for the opening of proposals. Failure of any Developer to receive any interpretation shall not relieve the Developer from any obligations under the proposal as submitted.

G. Conditions

Submission of a proposal in response to this RFP constitutes an agreement by Developer and any and all grantees in any subsequent lease from the Town to be bound by and comply with all provisions of the entire RFP, including the following conditions, which shall survive the execution and acceptance of a lease of the subject property:

1. That the property in question, whether occupied or not, shall be in compliance with any and all applicable building, sanitary and health codes by the Developer within twelve (12) months after the lease execution. All Fire Code issues must be addressed within six (6) months. The Town reserves the right to waive this deadline.
2. That upon execution of the lease, any documents or plans relevant to the lease shall be recorded at the Developer's expense in the Registry of Deeds.
3. That the Developer shall pay for any documentary tax stamps as may be applicable to the lease of this property.
4. That the Developer must comply with, execute, and include with the proposal the affidavit of compliance with the provisions of MGL Chapter 7, Section 40J (see Exhibit A).
5. That the Developer must pay any and all real estate taxes as may be due in compliance with MGL Chapter 44, Section 63A as amended.
6. The Developer must execute and include with the proposal (as required under MGL Chapter 60, Section 77B) an affidavit of non-conviction of crimes related to arson and that he/she/they are not delinquent in the payment of any real estate taxes, or must be current in a pre-existing repayment agreement with any taxing authority. The Developer must also state if he/she/they ever had property which was foreclosed, and the circumstances leading to such foreclosure(s) (see Exhibit B).

7. That the Developer has not relied upon any representations by the Town regarding the presence of any hazardous materials on the property, and holds the Town harmless from any and all liability for same (see Exhibit D).
8. All Developers must certify that the proposal has been made in good faith, without collusion or fraud and that he/she/they is/are in compliance with the laws of the Commonwealth of Massachusetts (see Exhibit E).
9. All Developers must acknowledge receipt of any RFP addenda, if issued (see Exhibit G). Failure to acknowledge receipt of all amendments may cause Proposal to be considered non-responsive to the Invitation, which will require rejection of the proposal. It is the responsibility of the Developer to periodically check the WSRC website for updates.

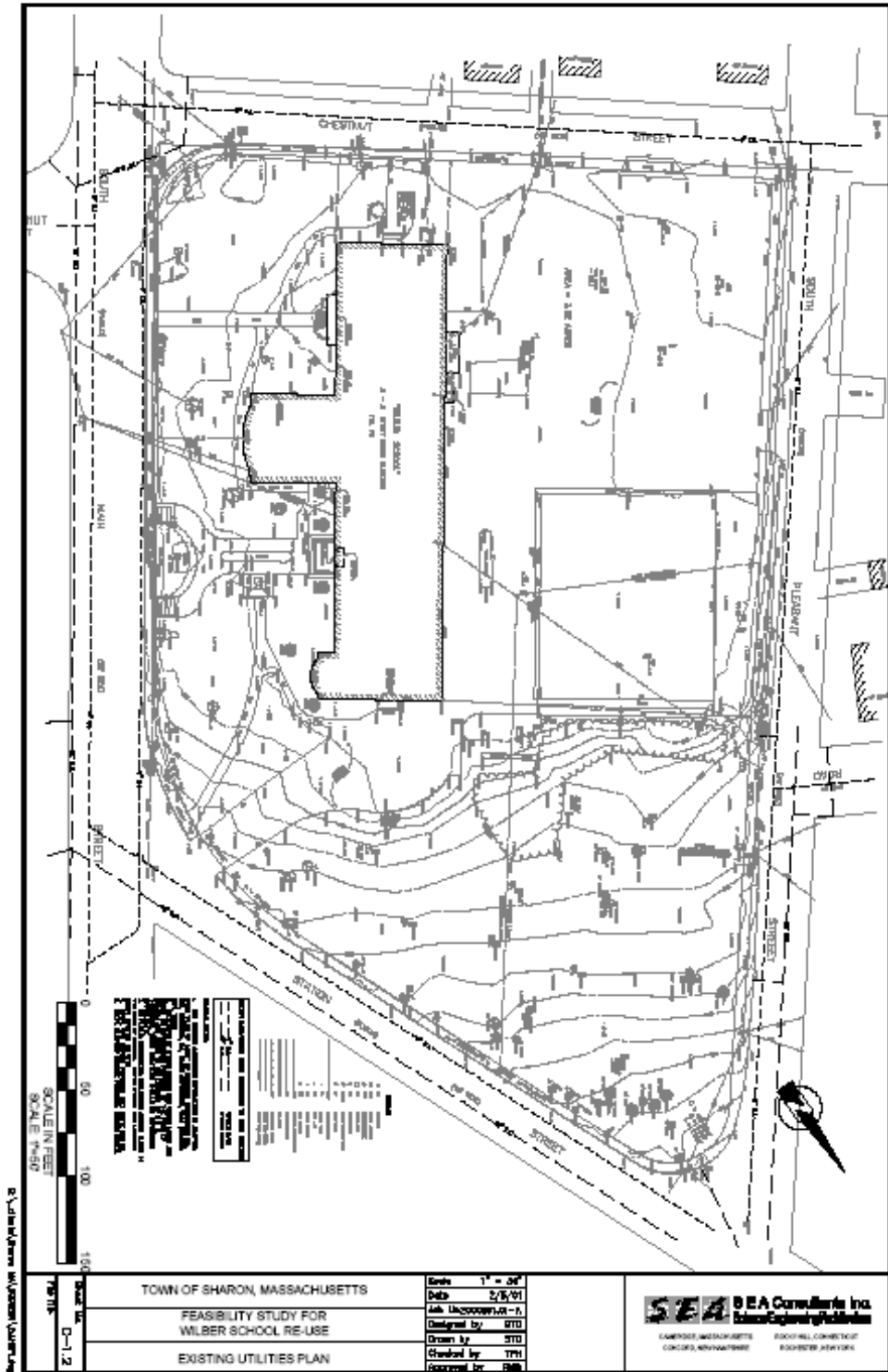
H. Tax History

The Town will review the Developer's property tax history. A Developer cannot be delinquent in the payment of any real estate taxes, or must be current in a pre-existing repayment agreement with any taxing authority. Developers must also state if he, she, or they ever had property which was foreclosed and the circumstances leading to such foreclosure(s).

I. Compliance History

The Town will review the Developer's history of compliance with the health codes and building codes. Developers must also state if they have any outstanding code violations on properties that they currently own.

APPENDIX I



APPENDIX II

Relevant Documents Available at Town of Sharon Website

www.townofsharon.net

-

After accessing the Town's website, click on "[Boards & Committees](#)". Unless otherwise stated, all items are listed under the Wilber School Redevelopment Committee.

Item 1: Item 1: Images of the Wilber School—Before Abatement

Item 2: Graphic—Wilber Property Zoning Constraints

Item 3: Town of Sharon Zoning By-laws. On Town home-page, click "Boards & Committees", then click "Zoning Board", then click "[Zoning By-laws](#)"

Item 4: Sharon Design Guidelines. On Town home-page, click "Boards & Committees", then click "Planning Board", then click "[Sharon Design and Sign Guidelines](#)"

Item 5: Rules and Regulations of the Water Department. On Town home-page, click "Town Departments", then click "Public Works", then click "[Water Division](#)"

Item 6: Wilber School Septic System Mounding Study—Weston and Sampson , August 2005-January 2006

Item 7: Horsley-Witten Report and Concept Plan Diagram, Jan. 2006

Item 8: Horsley-Witten Report/Wilber Area Basement Flooding, May 2006

EXHIBIT A

Disclosure of Beneficial Interests in Real Property Transaction

(In compliance with MGL Chapter 7, Section 40J)

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

1. Public agency involved in this transaction: The Town of Sharon
2. Complete legal description of the property: 75-85 South Main Street, Sharon, MA 02067
3. Type of transaction: Lease for ____ years
4. Lessor(s): The Town of Sharon

Lessee(s): _____

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

Disclosure of Beneficial Interests in Real Property Transaction
(continued)

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

Name	Title or position
_____	_____
_____	_____

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

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

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B

Certification (Tax Affidavit)
(Required under MGL Chapter 60, Section 77B)

_____ certifies that he/she has never been convicted of a
(Name)
crime involving the willful and malicious setting of a fire or of a crime involving the
aiding, counseling or procuring of a willful and malicious setting of a fire, or a crime
involving the fraudulent filing of a claim for fire insurance; and is not delinquent in the
payment of real estate taxes to the Town of Sharon or any other City or Town.

Executed under the pains and penalty of perjury on the _____ day of
_____, 20_____.

(Signature)

COMMONWEALTH OF MASSACHUSETTS

[county name], ss. _____, _____ 20 _____

Then personally appeared the above named _____
and acknowledges the foregoing to be the free act and deed of himself/herself, as
aforesaid and upon oath swears to the veracity of the above statement.

Notary Public
My commission expires:

EXHIBIT C

Acknowledgment of RFP Requirements

I, _____, _____ of
Name (Print) Title

Organization

hereby acknowledge that I fully understand the terms, conditions and requirements contained within the Request For Proposals for the Wilber School site.

Signature

Date

EXHIBIT D

Release Regarding Hazardous Materials

The Undersigned hereby releases the Town of Sharon its officers, boards, committees, employees and agents from any and all liability arising out of or resulting from the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form on the site of the former Wilber School, located at 75-85 South Main Street, Sharon, Massachusetts (hereinafter “the Wilber School Site”), including but not limited to asbestos, asbestos products, polychlorinated biphenyl or other toxic substances.

The Undersigned acknowledges and agrees that it has not relied upon any representations by the Town of Sharon its officers, boards, committees, employees or agents with respect to the presence of hazardous materials on the Wilber School site except to the extent disclosed herein.

The Undersigned further agrees that to the fullest extent permitted by law, it shall indemnify and hold harmless the Town of Sharon its officers, boards, committees, employees or agents from and against any and all claims, liability, loss, damages, costs or expenses of any nature and description including costs of defending any action on account of any injury or damage to buildings, improvements or property of the Town or any person, firm, corporation or association on account of any injury (including death) to any person or persons arising out of or in connection with the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form on the Wilber School Site.

Signature

Date

Title

Company

EXHIBIT E

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

Date

Print Name

Organization

Tax Compliance Certification

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

Signature

Date

Print Name

Organization

EXHIBIT F

Certificate by Corporate Authority to Sign Contract

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

at which all Directors were present or waived notice, it was voted that,

_____ (Name) _____ (Officer)

of this Company, be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any such Contract or obligation in this Company's name on its behalf by such

_____ under seal of this company, shall be valid and binding upon
(Officer)

this Company.

A TRUE COPY

ATTEST: _____
(Clerk)

PLACE OF BUSINESS _____

DATE OF THIS CONTRACT _____

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

Name

Corporate Seal

EXHIBIT G

RPF Addenda Receipt Page

The undersigned acknowledges receipt of the following amendments to the RFP for the Wilber Site, Sharon, MA, dated _____, 200_.

(Give number and date of each):

Amendment No.	_____	Date	_____
Amendment No.	_____	Date	_____
Amendment No.	_____	Date	_____
Amendment No.	_____	Date	_____
Amendment No.	_____	Date	_____
Amendment No.	_____	Date	_____
Amendment No.	_____	Date	_____

Failure to acknowledge receipt of all amendments may cause the submitted proposal to be considered non-responsive to the Invitation, which will require rejection of the proposal.

Signature

Title

Print Name

Organization