

NATHAN FISHER HOUSE 2015

INSTRUCTIONS FOR SUBMISSION

WESTBOROUGH BOARD OF SELECTMEN
(Awarding Authority)

DISPOSITION OF PROPERTY LOCATED ON TURNPIKE ROAD,
WESTBOROUGH, MASSACHUSETTS

I. Instructions to Proposers

The Town of Westborough is seeking proposals for the purchase of property located at 146 Oak Street, currently identified as the Nathan Fisher House, and shown on Assessor ' s Map 33, parcel 44.

Sealed proposals shall be received by the Town Manager, Town Hall, 131 Oak Street, Westborough, MA 01581 until Tuesday, May 12, 2015 at 10:00 A.M. Four copies of each proposal shall be submitted in a sealed envelope clearly marked Nathan Fisher House Proposal with the name and address of the proposer. Proposals received after this time will be deemed non-responsive and will not be accepted. Electronically transmitted proposals (either by fax or email) will be deemed non-responsive and will not be accepted. Applicants are cautioned to hand deliver their proposals or to allow sufficient time for their proposals to be received by the Town. All proposals must be accompanied by a bid deposit, either certified check or bid bond, in the amount of \$5,000, which will be returned to any unsuccessful proposer.

The Town of Westborough reserves the right to consider proposals for 120 days after receipt, and further reserves the right to reject any or all proposals, waive any defects, informalities and minor irregularities, to accept exceptions to these specifications; and make such award or act otherwise as it alone may deem in its best interest.

II. Site Visit and Briefing

There will be a tour of the building on Tuesday, April 28, 2015 at 10:00 A.M. All inquiries or questions regarding this RFP should be in writing no later than Monday, May 4, 2015 and directed to James J. Malloy, Town Manager, 131 Oak Street, Westborough, MA 01581, fax at (508) 366-3099, email jmalloy@town.westborough.ma.us.

III. Property Description

Set forth below is certain background information about the property that the Town has assembled from a variety of sources. While the Town has no reason to believe that the information provided by the Town in this RFP (including all attachments and supplements) is not accurate, the Town makes no representation or warranty, express or implied as to the accuracy and completeness of the information. Applicants should undertake their own review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development, ownership, and legal considerations.

The property consists of 47,939 square feet of land, improved by a two story wood frame dwelling, constructed in 1820. It is a former single family dwelling/mercantile shop constructed for Nathan Fisher and was most recently used as a part of the Lyman School for Boys. The building contains 3,696 square feet of living area with forced hot water oil heat, an asphalt roof and is has access to town water and sewer. There is also a shed on the property. The property was listed in the National Register of Historic Places in 1980.

Zoning

The property is currently zoned Highway Business (see Attachment F for Highway Business Zoning Regulations). All proposals must indicate the proposed use for the property.

IV. Terms of Sale

1. The property is offered as is and no warranties or representations are made by the Town with respect to the property. Each proposer is responsible to make their own investigation of the property.
2. The property may be used in any way consistent with the applicable Massachusetts General Laws, the Town of Westborough By-Laws and Zoning By-Laws and compliance with the requirements of all Town Boards, Committees, Commissions and Departments which oversee land use.
3. The successful proposer will enter into a purchase and sales agreement mutually satisfactory to the Town and the proposer. Payment is due in full at the time of the execution of the deed.
4. Certification of Tax Compliance by the proposer.
5. Such other terms and conditions as the parties may incorporate into the purchase and sales agreement shall constitute the entire agreement between the parties.

V. Criteria for Evaluation of Proposal

Minimum Evaluation Criteria: Each proposal must be accompanied by a five thousand (\$5,000.00) dollar bid bond or certified check and include documentation that the proposer has funds or financing available to complete the sale as proposed and the qualifications to accomplish what has been proposed. Those proposals that do not meet the Minimum Evaluation Criteria will be judged unacceptable. Any proposal without the bid bond or check will be considered non-responsive.

Comparative Evaluation Criteria: Price is an important criterion but not the only criterion. In selling Nathan Fisher House the Town prefers proposals that meet a “double bottom line” in terms of both purchase price and community benefit. The Town reserves the right to select a proposal that is not the highest price offered if such a proposal ranks high on other criteria. All proposals will be rated on the following six criteria:

1. Price: The proposal that offers the highest price for the property will get the highest rating in this category. Offers through brokers are encouraged but they will ultimately be judged on the basis of the net price to the Town. The Town will consider prices for the parcels as follows (see Attachment A for the deed/plan of land):

Option 1: Lot E-1 only [equals 97,276 square feet ± (2.23 acres)]
Option 2: Lot E-2 only [equals 47,939 square feet ± (1.1 acres)]
Option 3: Lot E-1 & E-2 [equals 145,215 square feet ± (3.33 acres)]
Option 4: Lot E-1 with Nathan Fisher House Remaining intact
Option 5: Lots E-1 & E-2 with Nathan Fisher House Remaining intact
2. Restrictions/Conditions: The proposals that are subject to the fewest contingencies will be rated highest.
3. Preservation of the external historic appearance of the Nathan Fisher House building will be rated highest in this category. Proposals that include demolition of the structure will be rated in connection to the price offered for the property and may also be rated the same as the preservation of the historic appearance.
4. Cultural Impact Consideration will be given to any cultural or social impact that any proposal (i.e. Art gallery space) would have on the community. Those proposals that include a cultural impact will be rated higher than a proposal with no cultural impact.
5. Effect on the existing neighborhood: Proposals will be rated according to impact of proposed uses on the neighborhood in terms of type of use, density, traffic, noise and aesthetic effect. Those which are more favorable than existing conditions will be rated highest, those which maintain existing conditions will be rated lower and those which are less favorable than existing conditions will be rated lowest.
6. Economic impact: Proposals will be rated according to enhancement of the property tax

base, demand for municipal services, and the creation of employment. The proposal with the greatest enhancement of taxes and jobs and the lesser demand for services would be rated highest.

VI. Submission Requirements

Complete proposals must include the following:

1. Description of development team, including key consultants, property manager, architect, contractor and attorney. This description must include the following information:
 - A. The name, address and telephone number of the applicant, and the name of any representative authorized to act on its behalf. The names and primary responsibility of each individual on the development team.
 - B. A summary of the development team's experience, collectively and individually, with similar projects and references for those projects.
 - C. Description of other real estate owned, including address, type of property, number of units (if applicable).
2. The proposal must include evidence of the financial status of the applicant, demonstrating the financial strength to carry out the proposed development. Provide three (3) references including contact name, address and phone number.
3. A description of the proposed use of the property and a discussion of zoning issues related to the proposal.
4. Certification of Tax Compliance
5. A signed Certificate of Beneficial Interest

Price Proposal

Option 1: _____

Option 2: _____

Option 3: _____

Option 4: _____

Option 5: _____

ATTACHMENTS

ATTACHMENT A – DEED

ATTACHMENT B – PURCHASE AND SALE AGREEMENT

ATTACHMENT C – HIGHWAY BUSINESS ZONING DISTRICT REGULATIONS

ATTACHMENT D – OTHER REQUIRED FORMS

ATTACHMENT A

DEED

QUITCLAIM DEED

The Commonwealth of Massachusetts, through its Division of Capital Planning and Operations, acting under the authority of Section 5 of Chapter 660 of the Acts of 1987, and Chapter 7 of the General Laws, as amended, for consideration of \$1.00 paid, does hereby grant to the Town of Westborough (a municipal corporation having an address at 34 Main Street, Westborough, MA 01585, Attn. Assessors Office), with quitclaim covenants, a certain parcel of land known as Parcel E and situated at the Northeastly intersection of Route 9 and Park Street in the Town of Westborough, the County of Worcester and the Commonwealth of Massachusetts, being more particularly bounded and described as follows:

Nov 26 10 46 AM '90

Loc. 2. Road 9 and Oak Street, Westborough, MA

Beginning at a concrete bound on a Northerly sideline of said Route 9, said concrete bound being N 04 degrees, 44', 53" W, 60.00 feet from Station 92+78.18 of the Main Baseline of said Route 9;

Thence S 86 degrees, 03', 21" W, 423.09 feet along the Northerly sideline of said Route 9 to a stake;

Thence by a curve as it deflects to the right having a radius of 50.00 feet, an arc length of 48.80 feet to a concrete bound;

Thence N 10 degrees, 37', 30" W, 149.67 feet to a stake;

The last two courses being by the Easterly sideline of said Park Street;

Thence N 86 degrees, 27', 53" E, 200.00 feet to a stake;

Thence N 00 degrees, 45', 46" E, 100.00 feet to a stake on the Southerly sideline of the Proposed Relocation of Oak Street;

The last two courses being by Parcel "I-1" on a hereinafter mentioned plan:

Thence by a curve as it deflects to the left having a radius of 797.64 feet, an arc length of 102.66 feet to a point;

Thence by a curve as it deflects to the left having a radius of 1018.04 feet, an arc length of 248.76 feet to a point;

Thence N 77 degrees, 21', 57" E, 40.98 feet to a point;

The last three courses being by the southerly sideline of the said Proposed Relocation of Oak Street:

Thence S 07 degrees, 38', 21" E, 282.34 feet by Parcel "L" on a hereinafter mentioned plan to a point on the Northerly sideline of said Route 9;

Thence along a curve as it deflects to the left having a radius of 12,060.00 feet and an arc length of 149.12 feet along the Northerly sideline of said Route 9 to a concrete bound at the point of beginning.

Containing 3.33 acres and being shown as Parcel "E" on a plan entitled, "Disposition Plan of Land in Westborough, Mass. surveyed for the Commonwealth of Massachusetts" Scale 1"=50' dated September 27, 1989 and revised December 19, 1989 signed by Richard A. Munroe of the Tibbets Engineering Corp. Said plan is to be filed with the Worcester District Registry of Deeds herewith, *Plat 2, 4, 45, 46, 47*

Said parcel, formerly of the Old Lyman School property, where the Nathan Fisher House is located, shall be used by the Westborough Historical Commission for historic preservation and public education purposes only. The improvements to the Nathan Fisher House and any future changes to this structure shall conform with Secretary of Interior's Standards and the Massachusetts Historical Commission regulations.

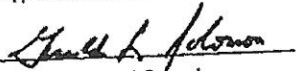
The foregoing parcel is conveyed subject to and with the benefit of all rights, restrictions, and easements of record, inclusive of the Preservation Restrictions set forth in the agreement dated February 28, 1986, by and between the Commonwealth of Massachusetts through the Massachusetts Historical Commission and the Town of Westborough.

In witness whereof, the Commonwealth of Massachusetts has caused the present to be signed, sealed, acknowledged, and delivered in its name and behalf by John F. Bradshaw being the Associate Deputy Commissioner of the Division of Capital Planning and Operations, this 16 day of November, 1990.

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL PLANNING AND OPERATIONS

By: 

Approved as to Form:

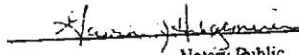

Associate General Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

11 16, 1990

Then personally appeared the above-named John F. Bradshaw and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Commonwealth of Massachusetts, before me,


Notary Public

My commission expires: 11 27 92

[illegible]

PLAN REFERENCES:

PLAN BOOK	PLAN 2
471	81
548	69
402	50
321	27
629	23

DISPOSITION PLAN
OF LAND
IN
WESTBOROUGH, MASS.
SURVEYED FOR THE
COMMONWEALTH OF MASSACHUSETTS

SCALE: 1" = 50'
SEPTEMBER 27, 1989



REVISED JUNE 14, 1990
REVISED MARCH 5, 1990
REVISED DEC. 15, 1989
REVISED OCT. 10, 1989

GENERAL LAW 36 SECTION 13 A

THIS SURVEY AND PLAN WERE PREPARED IN
CONFORMANCE WITH THE PROCEDURAL AND TECHNICAL
STANDARDS FOR THE PRACTICE OF LAND SURVEYING
THE COMMISSIONERS OF MASSACHUSETTS.

John P. [Signature]
Date Registered Professional Land Surveyor



FOR CONVEYANCE PURPOSES ONLY -
ALL PARCELS NOT TO BE CONSIDERED
BUILDABLE LOTS.

WESTBROOK PLANNING BOARD
APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED

Walter Korda, Jr.

DATE August 15, 1992



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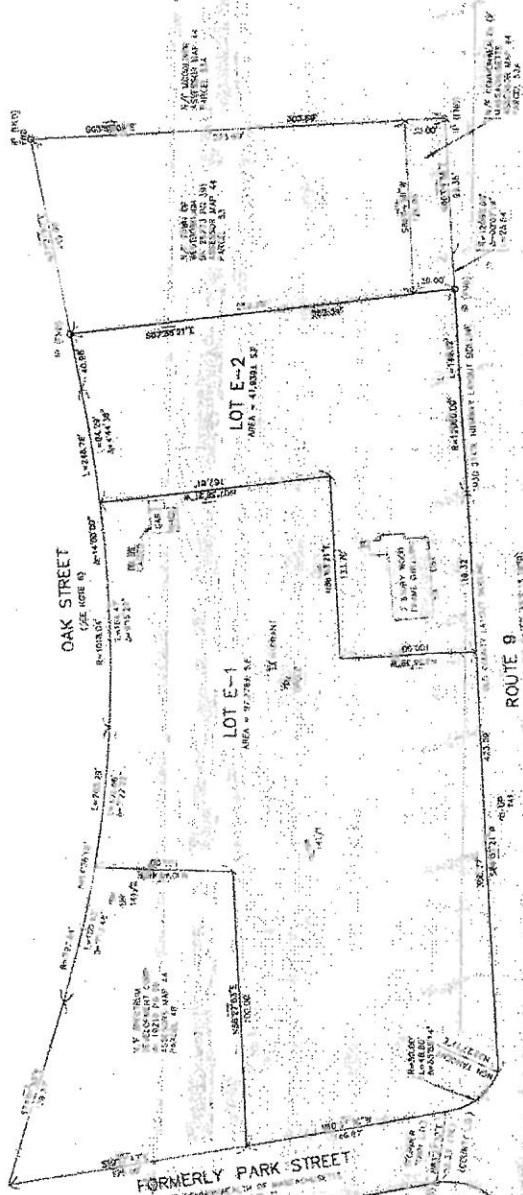
PLAN OF LAND

FOR
48 OAK STREET
WESTBOROUGH, MA
WORCESTER COUNTY)

MAY 22, 2012
10:51 AM

TOWN OF WESTBOROUGH
DPW - ENGINEERING

CLUB, P.E., P.L.S. - TOWN ENG

[illegible]

Case J. R. 5.12.2012

THE COURT AGREE WITH MEASURES OF THE VET
TO THE USE OF SOME REASONABLE PROPERTIES
AND PROPERTY AND SHOW A CLEARLY

1880-1881

[Handwritten signature]

5/22/22



THE COMMONWEALTH OF MASSACHUSETTS

61616

Release Deed

45/2003

The COMMONWEALTH OF MASSACHUSETTS, hereinafter "Grantor," acting by and through its Division of Capital Asset Management and Maintenance (formerly the Division of Capital Planning and Operations) with a mailing address of One Ashburton Place, Boston, Massachusetts 02108 pursuant to Sections 40E through 40J inclusive of Chapter 7 of the General Laws, as amended, and acting under the authority of section 12 of Chapter 660 of the Acts of 1987, for Five Thousand Dollars (\$5,000.00) paid, the receipt whereof is hereby acknowledged and in consideration of the performance by Grantee of the covenants contained herein, does hereby release to the Town of Westborough, a Municipal Corporation, with a mailing address of Westborough Board of Selectmen, Town Hall, 34 West Main Street, Westborough, Massachusetts 01581-1998, hereinafter "Grantee," all right, title and interest of Grantor, if any, in that certain parcel of land in the Town of Westborough, Worcester County, Massachusetts shown as Parcel L-1 (the "Premises") on a plan entitled "PLAN OF LAND FOR PARCEL L", ROUTE 9 (BOSTON/WORCESTER TNP.) IN WESTBOROUGH (WORCESTER COUNTY), date: 06/15/01, Scale: 1" = 40" (the "Plan"). The Premises are more fully described as follows:

PARCEL L-1

A parcel of land containing thirty-five thousand five hundred ninety one (35,591) square feet, more or less, located along the south side of Oak Street (Proposed Relocation) in the town of Westborough, Worcester County, Massachusetts as shown on said Plan. Said Plan is to be recorded herewith in said Worcester County Registry of Deeds in Plan Book 778, plan 104.

Property Address: Oak Street, Westborough, Massachusetts

Meaning and intending to convey the Premises howsoever the same may be bounded and described including any and all appurtenant interests in Oak Street referred to in the above description, which may be held by Grantor.

By acceptance of this Deed, and as partial consideration therefor, the Grantee, on behalf of itself, its successors and assigns hereby agrees to be bound by the following covenants, restrictions and conditions, it being the intent of the parties hereto that the same shall run with the land:

1. Use of the Premises shall be for municipal historical preservation and public education purposes that shall allow the Grantee to create a public historical park, including the Nathan Fisher House previously conveyed by Grantor to Grantee, to be maintained by the Town's Historical Commission, its successors, and assigns.

Mail To:
 Alan F. Dodd, Esq.
 11 Phylmor Drive
 Westborough, MA 01581

-1-

Turnpike Road, Westborough, MA 01581

Locus:

02 MAR 29 PM 1:39

2. In the event the Premises are used for any other purpose and/or cease to be used for municipal historical preservation and public education purposes at any time, all right, title and interest in the Premises shall revert to the Commonwealth.

It is the intent of the parties hereto that all agreements and covenants herein shall run with the land and be deemed to be made for valuable consideration.

This conveyance is made subject to and with the benefit of all rights, restrictions and easements of record, if any, in the Worcester County Registry of Deeds insofar as the same remain in force and applicable. Additionally, Section 40E provides that the Commissioner of the Division of Asset Management and Maintenance shall exercise the powers set forth in Chapter 7.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be signed, sealed, acknowledged and delivered in its name and behalf by David B. Perini, the duly appointed and authorized Commissioner of the Division of Capital Asset Management and Maintenance, on this 27th day of March, 2002.



David B. Perini, Commissioner
Division of Capital Management
and Maintenance

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

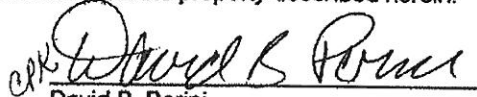
March 19, 2002

Then personally appeared the above-named David B. Perini, Commissioner as aforesaid and acknowledged the foregoing instrument to be his free act and deed as Commissioner, before me,

Cynthia Casimiro
Notary Public
Name: Cynthia Casimiro

My Commission Expires Feb. 18, 2005

The undersigned certifies under the penalties of perjury that I have fully complied with the provisions of Section 40 F 1/2 and 40 H of Chapter 7 of the Massachusetts General Laws in connection with the property described herein.



David B. Perini
Commissioner, Division of Capital
Management and Maintenance

Date: 3/8, 2002

Approved As To Form


Assistant Attorney General

Pursuant to Chapter 64D of the Massachusetts General Laws, no excise tax shall be due on this deed given by the Commonwealth of Massachusetts, acting by and through its Division of Capital Management and Maintenance.

-3-

ATTEST: WORC. Anthony J. Vigkotti, Register

Unofficial Property Record Card - Westborough, MA

General Property Data

Parcel ID 33-44-0	Account Number 0
Prior Parcel ID --	
Property Owner TOWN OF WESTBOROUGH	Property Location 146 OAK ST
	Property Use TOWN IMPROVE
Mailing Address 34 WEST MAIN ST	Most Recent Sale Date 11/26/1990
	Legal Reference 13114 166
City WESTBOROUGH	Grantor COMMONWEALTH OF MASSACHUS
Mailing State MA Zip 01581	Sale Price 1
ParcelZoning STAT	Land Area 3.330 acres

Current Property Assessment

Card 1 Value	Building Value 359,800	Xtra Features Value 0	Land Value 515,300	Total Value 875,100
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Building Description

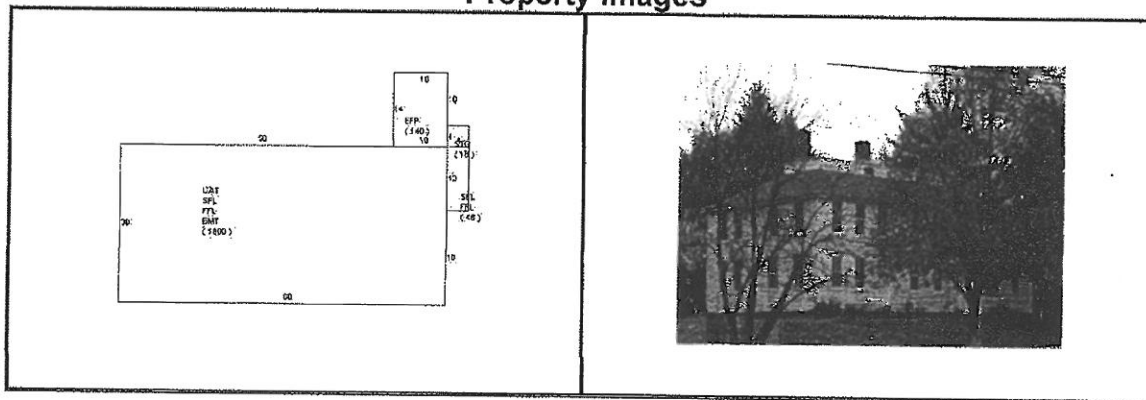
Building Style ANTIQUE	Foundation Type MASONRY	Flooring Type HARDWOOD
# of Living Units 1	Frame Type WOOD	Basement Floor N/A
Year Built 1820	Roof Structure HIP	Heating Type FORCED H/A
Building Grade EXCELLENT	Roof Cover ASPHALT	Heating Fuel GAS
Building Condition Average	Siding CLAPBOARD	Air Conditioning 0%
Finished Area (SF) 3696	Interior Walls PLASTER	# of Bsmt Garages 0
Number Rooms 15	# of Bedrooms 7	# of Full Baths 2
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 1

Legal Description

Narrative Description of Property

This property contains 3.330 acres of land mainly classified as TOWN IMPROVE with a(n) ANTIQUE style building, built about 1820 , having CLAPBOARD exterior and ASPHALT roof cover, with 1 unit(s), 15 room(s), 7 bedroom(s), 2 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

ATTACHMENT B

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

This _____ day of _____ 20____

1. **PARTIES AND
MAILING
ADDRESSES**

Town of Westborough, hereinafter referred to as the "Seller," agrees to sell, and

_____, hereinafter referred to as the "Buyer," agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. **DESCRIPTION OF
PREMISES**

Parcels "E" and "L" in the Town of Westborough as bounded and described in chapter 660 of the Acts of 1987. The parcels are located along the westbound side of Turnpike Road (Route 9). For owner's title, see Worcester Registry of Deeds, Book 26273, Page 391.

3. **BUILDINGS,
STRUCTURES,
IMPROVEMENTS
AND FIXTURES**

Included in the sale as a part of said premises are the buildings, structures and improvements now thereon, and the fixtures belonging to the Seller and used in connection therewith including, if any, all screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers.

4. **TITLE DEED**

Said premises are to be conveyed by a quitclaim deed running to the Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

a. provisions of existing building and zoning laws, and

b. historic/preservation restrictions held by the Commonwealth.

Seller's title to the premises shall be deemed to meet the requirements of this clause for all purposes unless on or before _____, 20__ written notice of a claimed defect

therein is given to Seller and Seller's attorneys as provided herein. Such notice shall specify any defects claimed in Seller's title and Buyer shall have rights with respect to defects in Seller's title only in respect to (a) defects in title existing as of _____, 20____, which have been claimed in such notice and (b) defects in title arising after _____, 20____. Buyer shall take the premises subject to any defects in title existing as of _____, 20____, which have not been claimed in such notice.

5. **PURCHASE PRICE**

The agreed purchase price for said premises is _____ dollars, of which \$_____ have been paid as a deposit this day and \$_____ are to be paid at the time of delivery of the deed in cash, or by certified cashier's, treasurer's or bank check(s)

\$_____ TOTAL

6. **TIME FOR PERFORMANCE;
DELIVERY OF DEED**

Such deed is to be delivered at _____ o'clock _____ on the _____ day of _____, 20____, at the Worcester Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

7. **POSSESSION AND CONDITION OF PREMISE**

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The Buyer shall be entitled to personally inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

8. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall

cease and this agreement shall be void without recourse to the parties hereto, unless the Seller elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

9. **FAILURE TO
PERFECT TITLE
OR MAKE
PREMISES
CONFORM**

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

10. **BUYER'S
ELECTION TO
ACCEPT TITLE**

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the Seller shall, unless the Seller has previously restored the premises to their former condition, either

- (a) pay over or assign to the Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give the Buyer a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained

by the holder of the said mortgage less any amounts reasonably expended by the Seller for any partial restoration.

11. **ACCEPTANCE OF DEED** The acceptance of a deed by the Buyer or his nominee as the case may be, 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.

12. **USE OF MONEY TO CLEAR TITLE** To enable the Seller to make conveyance as herein provided, the 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 simultaneously with the delivery of said deed.

13. **INSURANCE** Until the delivery of the deed, the Seller shall maintain insurance on said premises as follows:

Type of Insurance

Amount of Coverage

(a) Fire and Extended Coverage \$

(b)

14. **ADJUSTMENTS** Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collect by either party.

15. **BROKER'S FEE** A broker's fee for professional services of _____
_____ (dollars or percentage) is due from the Seller to _____

_____, the brokers herein, but if the Seller pursuant to the terms of clause 18 hereof retains the deposits made hereunder by the Buyer, said broker(s) shall be entitled to receive from the Seller an amount equal to one-half the amount so retained or an amount equal to the broker's fee for professional services according to this

contract, whichever is the lesser.

16. **BROKER(S)
WARRANTY** The Broker(s) named herein warrants that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
17. **DEPOSIT** All deposits made hereunder shall be held in escrow by _____
_____ (name) as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the Seller and the Buyer.
18. **BUYER'S
DEFAULT;
DAMAGES** If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the Seller otherwise notifies the Buyer in writing.
19. **BROKER AS
PARTY** The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
20. **LIABILITY OF
TRUSTEE,
SHAREHOLDER,
BENEFICIARY,
ETC.** If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied hereunder.
21. **WARRANTIES AND
REPRESENTATION
S** The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing.
22. **CONSTRUCTION
OF AGREEMENT** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the

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.

23. **SMOKE
DETECTORS**

The Seller shall, at the time of the delivery of the deed, deliver a certificate from the Westborough Fire Department stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

24. **ADDITIONAL
PROVISIONS**

The initialed riders, if any, attached hereto, are incorporated herein by reference.

Town of Westborough,

Buyer:

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

A majority of the Board of Selectmen of
The Town of Westborough, Massachusetts

Broker(s)

ATTACHMENT C

HIGHWAY BUSINESS ZONING DISTRICT REGULATIONS

ARTICLE 2 DISTRICT REGULATIONS

2100. ESTABLISHMENT OF DISTRICTS

2110. For the purposes of this Bylaw, the Town of Westborough is hereby divided into the following zoning districts:

Residential

Rural Residential.....R60
Single ResidentialR
Neighborhood ResidentialR15
Garden Apartment.....AA
High Rise ApartmentAB

Business

Highway Business.....BA
Downtown BusinessBB (1)
Gateway 2G2

Industrial

Exclusive IndustrialIA
General IndustrialIB
Mixed Use IndustrialIC (5)

Conservation (2)C

State, MDC and Municipal District.....M

Town-owned Property.M-1

Adult Entertainment.AE (3)

Downtown Planning Overlay District.....DPOD (4)

-
- (1) All areas zoned Business lying within 2,500 feet of the intersection of the center lines of Milk, Main and South Streets.
- (2) To be established by vote of Town Meeting only on land owned by the Commonwealth of Massachusetts, the Town of Westborough, one of their agencies, or land on which the Conservation Commission hold a Conservation Restriction under Section 31-33, Chapter 184, General Laws.
- (3) Adult uses in accordance with Section 4800 Special Permits for Adult Uses.
- (4) In accordance with Section 4900, Special Permits for Downtown Planning Overlay Districts shall be issued by the Planning Board.
- (5) In accordance with Section 5000, Transit Oriented Village by Special Permit in in Industrial C Zone shall be issued by the Planning Board.

(6) In accordance with Section 5100 Special Permits in the Gateway 2 District.

2120. Official Zoning Map. The boundaries of these districts are defined and bounded on the latest adopted revision of the "Zoning Map of the Town of Westborough, Massachusetts" being hereby declared to be a part of this Bylaw.

2130. Dimension Lines. Except when labeled to the contrary, boundary or dimension lines shown approximately following or terminating at street, railroad, or utility easement center or layout lines, boundary of lot lines, or the channel of a stream, shall be construed to be actually at those lines; when shown approximately parallel, perpendicular, or radial to such lines shall be construed to be actually parallel, perpendicular, or radial thereto. When not locatable in any other way, boundaries shall be determined by scale from the Zoning Map.

2140. Split Lot. Where a district boundary line divides any lot existing at the time such line is adopted, the regulations for any district in which the lot has frontage on a street may be extended not more than thirty feet into the other district.

2150. In the Town of Westborough the subdivision of land in a residential district shall be completed as follows:

2151. Where major residential development is proposed, the developer shall prepare two sets of concept plans for the parcel of land to be subdivided. One plan shall describe a conventional subdivision while the second shall describe an open space community according to Section 4300 of this Bylaw.

2152. In accordance with Chapter 40A, the Planning Board will hold a public hearing to review these conceptual plans. The Board will render a decision within sixty (60) days from the date of the closing of the public hearing as to which development plan the developer shall design. The action of the Board may create a special permit for an open space community in the residential district, if the Board determines that the plan is more beneficial to the Town than the conventional plan. The Open Space Community plan must be, in the judgment of the Planning Board, superior to a conventional plan in preserving open space for conservation, agricultural, or recreation, utilizing natural features of the land, and allowing more efficient provision of public service. The special permit shall be recorded at the Worcester Registry of Deeds.

2153. The developer may then submit a preliminary plan and then a final definitive plan to the Board for their consideration. For conventional subdivisions the Subdivision Rules and Regulations, and the dimensional use regulations as set forth in Section 2600 shall apply. For open space subdivisions, the subdivision Rules and Regulations, and the requirements of section 4300 shall apply.

2200. USE REGULATIONS

No lot or land shall be used, no building or structure shall be erected or used except as set forth in Section 2300, Use Regulation Schedule, or as exempted by this Bylaw or statute. Symbols employed shall mean the following:

Y - A permitted use

N - An excluded or prohibited use

S - A use authorized by issuance of a Special Permit
from the Board of Appeals as provided for in
Section 1330 herein

SP - Special Permit to be issued by the Planning Board

2210. Classification of Use. Where an activity might be classified under more than one of the following uses, the more specific classification shall determine permissibility; if equally specific the more restrictive shall govern.

2300. USE REGULATION SCHEDULE

DISTRICT													
	C	R	AA	AB	BA	G2	BB	IA	IB	IC	M	AE	All M-1 Othr DPOD
RESIDENTIAL USES: (1)													
Single Family Dwelling:	N	Y	Y	Y	SP	Y	Y	N	Y	Y	N	SP	Y SP
Two-Family Dwelling:	N	S	Y	Y	SP	SP	Y	N	Y	Y	N	SP	S SP
Conversion of existing structure to more than two-family dwellings:	N	N	S	S	SP	SP	S	N	S	SP	N	SP	N SP
Boardinghouse:	N	S	S	S	SP	SP	S	N	S	SP	N	SP	S SP
Multi-family dwelling (See Section 4200):	N	N	Y	Y	N	SP	N	N	N	N	N	N	N SP
Open Space Communities (See Section 4300):	N	SP	N	N	N	N	N	N	N	N	N	N	N SP
Mobile Home:	N	N	N	N	N	N	N	N	N	N	N	N	N N
Campground, mobile home park:	N	N	N	N	N	N	N	N	N	N	N	N	N N
Mixed Use Residential/Commercial with Industrial Components (See Section 5000)	N	N	N	N	N	N	N	N	N	SP	N	N	N N
OPEN USES:													
Farm: With pigs, animals raised for pelts: (2)	N	N	S	Y	SP	SP	S	N	S	S	N	SP	N N
Other (4):													
Nursery, greenhouses (commercial):	S	N	Y	Y	SP	SP	Y	N	Y	Y	N	SP	N SP
Supervised camping:	S	N	N	N	SP	SP	Y	N	S	S	N	SP	N N
Cemetery:	N	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y N
Drive-in theater, amusement park, race track or similar commercial outdoor recreation: (3)	N	N	N	N	N	N	N	N	N	N	N	N	N N
Outdoor recreation other than the above operated by a governmental agency:	S	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y Y
Other (4):													
Sale of Christmas trees:	S	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y Y

(1) Animal keeping may be subject to permit from the Board of Health.

(2) But no animals kept closer than 500 feet to any lot line.

(3) Temporary carnival sponsored by a non-profit organization permitted upon approval by the Board of Selectmen.

(4) As determined by the Zoning Enforcement Officer.

2300. USE REGULATION SCHEDULE													
DISTRICT													
	C	R	AA	AB	BA	G2	BB	IA	IB	IC	M	AE	All Othr
INSTITUTIONAL USES:													
Religious, sectarian, denominational; or public educational uses, religious purposes:	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Other educational uses:	S	N	N	N	Y	Y	S	N	S	S	Y	Y	N
Municipal use voted at Town Meeting (not more specifically cited in Section 2300):	S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Hospital, sanitarium, convalescent, nursing or rest home, congregate housing:	N	S	Y	Y	SP	SP	S	N	S	Y	Y	SP	S
Patriotic, fraternal or social clubs, if not conducted for profit; other philanthropic institution or club:	N	N	S	S	SP	SP	S	N	S	S	Y	SP	N
COMMERCIAL USES:													
Motor vehicle service station (See Section 3300):	N	N	N	N	S(1)	N	S(1)	N	S(1)	S	N	S(1)	N
Animal kennel or hospital as Licensed under Chapter 140, Section 137a. General Laws:	N	N	S	S	SP	SP	Y	N	Y	N	N	SP	N
Indoor recreation:	N	N	N	N	SP	SP	Y	N	Y	SP	N	SP	N
Banks, office space:	N	N	N	N	SP	SP(4)	Y	Y	Y	SP	N	SP	N
Restaurants:	N	N	N	N	SP	N	Y(2)	N	Y(2)	SP	N	SP	N
Hotel, motel, motor court:	N	N	N	N	SP	SP	Y	N	Y	SP	N	SP	N
Other retail sales & services:	N	N	N	N	SP	SP(5)	Y	N	Y	SP	N	SP	N
Display & sale of natural products, a portion of which are raised by the proprietor in Westborough:	N	S	S	S	Y	Y	Y	Y	Y	SP	N	Y	S

(1) Special Permits to be issued by Board of Selectmen rather than the Board of Appeals.

(2) Except "S", if food is to be consumed on premises outside of a building, or to be sold packaged for take-out is incidental to service for on-premises consumption.

(3) Shall not apply to land or structures for religious or educational purposes on land owned or leased by Commonwealth or any of its agencies subdivisions or bodies, politic or by a religious sect of denomination or by a non-profit educational corporation.

(4) Small professional offices in residential style structure limited to a maximum of 4,000 square feet of gross floor area.

(5) Limited to a maximum of 5,000 square feet of gross floor area.

2300. USE REGULATION SCHEDULE

DISTRICT															
	C	R	AA	AB	BA	G2	BB	IA	IB	IC	M	AE	M-1	All Othr	DPOD
INDUSTRIAL UTILITY USES:															
Airport, heliport:	N	N	N	N	N	N	N	S	S	S	N	N	N	N	N
Public utility with outside equipment or storage:	S	N	N	N	Y	Y	Y	Y	Y	Y	N	Y	N	N	N
With none of above:	S	S	S	S	Y	Y	Y	Y	Y	Y	N	Y	N	S	SP
Earth Removal (See Section 4100) (1):	S	S	S	S	S	S	S	S	S	SP	N	S	N	S	SP
Trucking terminal, bulk storage, Contractor's yard:	N	N	N	N	N	N	N	Y	Y	SP	N	N	N	N	Y
Manufacturing, Processing and Warehouse:	N	N	N	N	SP	N	N	Y	Y	Y	N	SP	N	N	N
ADULT ENTERTAINMENT USES:	N	N	N	N	SP	N	N	N	N	N	N	SP	N	N	N
OTHER PRINCIPAL USES:															
Other use having externally observable attributes similar to one of above:	--- as regulated above ---														
All other uses:	N	N	N	N	N	N	N	N	N	N	---	N	N	N	N
ACCESSORY USES:															
Home occupations:	N	Y	Y	Y	Y	S	Y	S	Y	Y	N	Y	N	Y	SP
Customary accessory uses & structures (See Section 4400):	Shall incur the same regulations as the principal use listed in this Section.														
Agriculture, Horticulture or Floriculture:	Insofar as it can be established that the primary purpose of the use the land falls within the above mentioned categories, the regulations herein shall not apply, if same is deemed unreasonable, nor shall such use require a Special Permit. Expansion or reconstruction of existing structures up land primarily being used for agriculture, horticulture or floriculture, shall not be prohibited or unreasonably regulated except that all such activities may be limited to parcels of more than five (5) acres in areas not zoned for agriculture, horticulture, or floriculture. Land divided by a public or private way or a waterway shall be construed as one parcel.														

(1) Special Permits to be issued by Planning Board rather than the Board of Appeals.

2400. NONCONFORMING USES

This Zoning Bylaw or any amendment thereto shall not apply to the use of any structure or land uses lawfully in existence or lawfully begun, or to a Building or Special Permit issued before the first publication or notice of the public hearing on such Bylaw required by Section 5 of General Laws Chapter 40A as amended, but shall apply to any change or substantial extension of such use, to a Building or Special Permit issued after the first notice of said public hearing, to any reconstruction, extension or structural change of such structure and to any alteration of a structure begun after the first notice of said public hearing to provide for its use for a substantially different purpose or for the same purpose in a substantially different manner or to a substantially greater extent except where alteration, reconstruction, extension or structural change to a single or two-family residential structure does not increase the nonconforming nature of said structure.

2410. Pre-existing Nonconforming Uses or Structures (Extensions and Alterations).

a. Pre-existing nonconforming structures or uses may be extended or altered provided that no such extension or alteration shall be permitted unless there is a finding by the permit granting authority or by the special permit granting authority designated under this Bylaw that such change, extension or alteration shall not be substantially more detrimental than the existing nonconforming use to the neighborhood. This section shall not apply to billboards, signs and other advertising devices subject to the provisions of Section 29 through 33, inclusive, of Chapter 93 and of Chapter 93D, General Laws.

b. Building Construction and Special Permits.

Construction or operations under a Building or Special Permit obtained in conformity with this Zoning Bylaw or lawful amendments thereto, shall conform to any subsequent amendments of the Zoning Bylaw unless the use or construction is commenced within a period of not more than six (6) months after the issuance of such Permit, and in cases involving construction, unless such construction is continued through to completion as continuously and expeditiously as is reasonable.

c. **Alterations.** A nonconforming structure may not in any twelve (12) month period be altered except as ordered by the Building Inspector to make it safe, to the extent that the cost of such alterations exceed fifty percent (50%) of the assessed value of the structure at the time of change.

d. **Extension.** An increase in the area or extent of the nonconforming use of a structure or land may be made on Special Permit from the Special Permit Granting Authority, up to fifty percent (50%) increase in the nonconforming floor area or land uses at the time the use became nonconforming.

2420. **Abandonment.** A nonconforming use which has been abandoned or discontinued for a period of two (2) years, or a nonconforming sign which has been abandoned or discontinued for a period of (6) months, shall not be re-established and any future use shall conform with the Bylaw, except in the case of land used for agriculture, horticulture or floriculture where such non-use shall have existed for a period of five (5) consecutive years.

2430. **Restoration.** Any nonconforming building or structure in existence at the time of adoption of the Bylaw or any amendment thereto may be reconstructed on the old foundation area if destroyed by fire or other accidental or natural cause provided such reconstruction takes place within a period of two years (1) from the date of catastrophe, or else such reconstruction must comply with this Bylaw.

2440. **Changes.** Premises may be changed from one nonconforming use to another only on Special Permit from the Special Permit Granting Authority. Such Permit shall be granted only for uses whose externally observable attributes are no more damaging to or inharmonious with the environs than those of the use being replaced. See Section 2410 (a) for additional criteria for the granting of Special Permit hereunder.

(1) Six months in the case of nonconforming signs.

2500. DIMENSIONAL REGULATIONS

All principal buildings hereafter erected in any district shall be located on a lot such that all of the requirements set forth in Section 2600 are conformed to except where specifically exempted by this Bylaw or General Laws.

2510. Exemptions. Certain lots in subdivisions or in separate ownership are exempted from some of these requirements through Section 6 of General Laws, Chapter 40A as amended. In addition, lots in non-residential districts and/or to be built upon for non-residential use shall enjoy the same exemption as if being built upon for residential use in a residential district.

2520. Changing Nonconforming Lot Dimensions. No existing lot conforming with the Dimensional Schedule shall be changed in size or shape, except through a public taking, or changed in use, so as to result in violation of the requirements set forth below. No existing lot already nonconforming shall be changed except through a public taking so as to increase the existing degree of nonconformity.

2530. Average of Building Setbacks. No building need provide a front yard depth greater than the average of the yards provided by existing buildings on abutting lots fronting on the same street.

2540. Multiple Buildings. Not more than one principal building shall be erected on a lot, except as allowed elsewhere in the Bylaws.

2600. DIMENSIONAL SCHEDULE

2610. All buildings in Residential and Conservation Districts (R, AA, AB, C) and Residential buildings in Other Districts.

USE CATEGORY

	Garden Apartment (AA)	High-Rise Apartment (AB)	All Other
Min.lot area:	2 acres (a)	10 acres (b)	50,000 sf (h)(l)
Min.lot frontage(d):	140 ft	140 ft	200 ft (h)
Min.front yard(d):	100 ft	100 ft (c)	50 ft (f)(i)
Min.side yard:	50 ft	50 ft (c)	15 ft (g)(l)
Min.rear yard:	50 ft	50 ft (c)	30 ft (g)(l)
Min.bldg.separation on same lot:	50 ft	50 ft (e)	---
Max.bldg.height:	35 ft	---	35 ft(l)
Max.bldg.stories:	3	---	2-1/2(l)
Max.lot coverage (%):	30	30	30
Min.open space per d	1,500 sf	600 sf	---
Min.habitable floor area per d.u.	600 sf	600 sf	720 sf (j)(l)
Min.lot width:	---	---	<u>as required</u> (k)(l)
Min.open space (%):	---	---	40
Max. lots permitted on a common Driveway (m)	---	---	5

-
- (a) But not less than 2,500 square feet (sf) per dwelling unit (d.u.) plus 500 square feet per bedroom.
 - (b) But not less than 1,000 square feet per dwelling unit (d.u) plus 300 square feet per bedroom.
 - (c) But not less than 1.5 times building height.
 - (d) Corner and through lots shall observe frontage and front yard requirements for each portion of a lot that adjoins a public way.
 - (e) But not less than the sum of their heights for principal bldgs.
 - (f) Increase to 75 feet abutting Turnpike Road.
 - (g) Reduce to 5 feet for one-story accessory structure not occupying more than 25% of either required or actual yard.
 - (h) For two-family dwelling 250 feet; 55,000 square feet area per lot.
 - (i) But not less than 50 feet measured from the street centerline.
 - (j) Shall not apply to single family dwellings.
 - (k) Minimum width of lot - The required minimum lot frontage extending from the front lot line to the rear building line of the main building.
 - (l) For congregate housing, the minimum lot area is six (6) acres; the minimum side

and rear yards and lot width may be reduced or eliminated by Special Permit to allow the construction of congregate housing and a nursing home on contiguous parcel with minimal separation between buildings, the maximum building height is thirty-eight (38) feet; the maximum building stories is four (4); and the minimum habitable floor area per dwelling unit shall not apply. Separate buildings for congregate housing and a nursing home may be erected on the same lot.

(m) In all districts in the Town of Westborough, Common Driveways serving more than two (2) detached single family dwellings shall be required to receive a Special Permit from the Planning Board. In no case will a common driveway serve more than five (5) detached single family dwellings. In granting a Special Permit for a common driveway, the Planning Board shall require that the common driveway meet the standards defined in the Rules and Regulations governing the Subdivision of land in the Town of Westborough.

2620. Non-Residential buildings in Non-Residential Districts (BA, BB, IA, IB, DPOD, IC) (See 2610 for residential buildings)

	DISTRICT				
	BA(f)	BB	G2(f)	IA,IB	DPOD(g)
Minimum lot area (sf):	15,000	10,000	15,000	15,000	10,000
Minimum lot frontage (ft) (a):	125	100	125	125	100
Minimum lot front yard (ft) (a,b,c,e):	25	25	25	25	10
Minimum side yard (ft) (d):	25	0	25	25	0
Minimum rear yard (ft) (d):	25	0	25	25	0
Maximum building height (ft):	60	35	45	60	60
Maximum building stories:	4	2 ½	2 ½	4	4
Maximum lot coverage (%):	40	100	40	40	--(h)
Min. distance between edge of curb cut & nearest side lot line or corner (ft):	20	--	20	--	--(h)
Minimum open space (%):	60	--	60	60	--(h)
Max. square foot floor area	---	---	(i)	---	---

- (a) Corner and through lots shall observe frontage and front yard requirements for each portion of a lot that adjoins a public way.
- (b) Increase to 75 feet abutting Turnpike Road.
- (c) But not less than 50 feet measured from the street centerline.
- (d) (1) Decrease to zero (0) feet where abutting a railroad right-of-way.
(2) A one hundred (100) foot buffer strip shall be maintained where abutting a Residential District; seventy-five (75) feet of this to remain undisturbed, except for the planting of additional natural vegetative screening.

- (3) In the G2 District, a fifty (50) foot buffer strip shall be maintained where abutting a Residential District, forty (40) feet of this to remain undisturbed, except for the planting of additional natural vegetative screening.
- (e) No building need provide a yard greater than that existing on any abutting parcel on the same street.
 - (f) With Special Permit issued by the Special Permit Granting Authority.
 - (g) With Special Permit issued by the Special Permit Granting Authority.
 - (h) Determined by the sole discretion of the Special Permit Granting Authority during Special Permit process.
 - (i) Newly constructed professional offices shall be in a residential style structure and be limited to a maximum of 4,000 sq. ft. gross floor area; Newly constructed retail sales and services shall be limited to a maximum of 5,000 sq. ft. gross floor area.

2621. Non-Residential buildings in Non-Residential Districts (AE) (see 2610 f residential buildings). In the case of Adult Entertainment uses, all the dimensional requirements of Section 1620, BA and BA(f) Districts.

2630 Building in M-1 District (M-1) Dimensional regulations for municipal or institutional buildings or structures on land zoned M-1 shall be established for each building or structure by two-thirds vote of the Town Meeting. Notwithstanding the foregoing, no vote to establish such dimensional requirements shall be taken until a public hearing has been held by the Planning Board and a report with recommendations by the Planning Board has been submitted to the Town Meeting pursuant to the provisions of Massachusetts General Laws, Chapter 40A, Section 5, as amended, and that the Site Plan Review process as defined by Westborough Zoning Bylaws shall apply to any such buildings or structures approved by the Town Meeting.

2640. Buildings in Municipal District (M) Dimensional regulations for municipal or institutional buildings or structures on land in M zoned Districts shall be established for each building or structure through the issuance of a Special Permit as provided in Section 1330.

2650. Should any building or structure need be erected in Zoning District M-1, Section 2630 shall not apply provided that the total estimated cost of construction be less than two thousand dollars (\$2,000.00).

ATTACHMENT D

OTHER REQUIRED FORMS

NON-COLLUSION AFFIDAVIT

State of Massachusetts:

County of Worcester:

**I state that I am _____(Title) of
_____(Name of Firm)**

And that I am authorized to make this affidavit on behalf of firm and its owners, directors, and officers. I am the person responsible in firm for the price (s) and the amount of this Bid.

I state that:

- 1. The price (s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.**
- 2. Neither the price nor the amount of this Bid, and neither the approximate price (s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before Bid opening.**
- 3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.**
- 4. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.**
- 5. _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act involving conspiracy or collusion prohibited by state or federal law in any jurisdiction with respect to bidding on any public contract except as follows:**

6. I state that _____, understands and acknowledges that the above representations are materials and important, and will be relied on by Town of Westborough in awarding the contract (s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from Town of Westborough of the true facts relating to the submission of Bids for this Contract.

Name and Company Position

SWORN TO AND SUBSCRIBED BEFORE ME THIS

____ day of _____, 20__.

_____(Notary Public)

My Commission Expires: _____

Notary Public Seal: