



Town of Wilmington
Massachusetts

Invitation for Bids

Purchase and Rehabilitation of
Butters Farm
165 Chestnut Street

Bids Due
October 7, 2016
10AM

at the
Office of the Town Manager
121 Glen Road
Wilmington, MA 01887

TOWN OF WILMINGTON
Purchase and Rehabilitation of
Butters Farm
165 Chestnut Street

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INVITATION FOR BIDS

1. PURPOSE

The intent and purpose of this Invitation for Bids (IFB) is to establish an agreement for the sale of a town-owned antique home and real property located at 165 Chestnut Street, Wilmington, Massachusetts (Butters Farm).

The property is to be sold in “as-is” condition and with specific preservation restrictions and requirements. Butters Farm is on the National Register of Historic Places.

2. BACKGROUND

165 Chestnut Street, also known as Butters Farm, is a first period home built circa 1720 and prior to the incorporation of the Town of Wilmington. It is a saltbox style home with a small addition on the side; total approximate living area is 1,850 square feet. The home sits on a corner lot that is approximately 0.56 acres in size. Many of the structural and architectural elements of the building are original and represent construction techniques and architectural elements of the late 17th century.

The property was purchased by the Town in 2006 to save it from demolition. The Town received funding from the Commonwealth of Massachusetts to defray the cost of the purchase. A condition of the funding was that a Preservation Restriction Agreement be recorded on the property.

Since acquiring the property, the Town has replaced the clapboard siding and windows, sills, and foundation. These efforts have preserved the exterior appearance of the home. However, the roof, main chimney stack, and interior of the structure are in significant disrepair and the work required to bring the home back into a condition suitable for habitation is beyond the Town’s ability to accomplish.

The greatest opportunity for long-term protection of the structure is to rehabilitate it and reuse it as a residential home. The property is intended to be sold with preservation restrictions and requirements which will be placed in perpetual stewardship with the Society for Preservation of New England Antiquities.

3. DEED RESTRICTIONS and VALUATION

As a result of the grants received by the Town from the Commonwealth of Massachusetts to purchase the property, there is an existing Preservation Restriction Agreement recorded (Northern Middlesex Registry of Deeds Book 20826 Page 143).

The Town intends to enter into a Preservation Restriction Agreement, recorded prior to closing, with the Society for the Preservation of New England Antiquities doing business as Historic New England (HNE). Included in this IFB is the Draft

Preservation Restriction, which is presently being reviewed by the Massachusetts Historical Commission and will be finalized prior to execution of a Purchase and Sale Agreement.

Additionally, a Rehabilitation Agreement will be recorded, prior to closing that specifies the work needed, the level of alteration, replacement, and restoration required to satisfy the preservation goals for the property. Included in this IFB is the Draft Rehabilitation Agreement, which is presently being reviewed by the Massachusetts Historical Commission and will be finalized prior to execution of a Purchase and Sale Agreement.

Butters Farm is presently assessed at a value of \$331,800. The value does not reflect the deed restrictions that limit the use of the property and structure. The 2015 Wilmington Annual Town Meeting voted to surplus the property without a minimum sale price. A successful bid may be below the assessed value.

4. ZONING and UTILITIES

Butters Farm is in a R20 Residential Zone. The property has access to natural gas and Town water service.

5. SALE OF PROPERTY (REQUIREMENTS)

The Town is seeking a qualified buyer with an interest in preserving this historic structure, rehabilitating it such that it can be occupied again, and complying with the preservation restrictions and requirements for the property. HNE will oversee implementation and adherence to the Preservation Restriction and Rehabilitation agreements and provide guidance to the Buyer for the duration of their ownership.

The sale will require the Buyer to:

- a. Submit a Good Faith Deposit in the amount of 5% of the accepted bid price within 10 days of notice of award from the Town. The Good Faith Deposit must be in the form of a money or cashier's check.
- b. Enter into a Purchase and Sale Agreement for the property within 21 days of notice of award from the Town.
- c. Submit a Purchase and Sale Deposit in the amount of 5% of the accepted bid price at the time the Purchase and Sale is executed.
- d. Close on the property within 45 days of notice of award from the Town.
- e. Upon closing of the transaction, immediately secure the property and take steps to protect it from further deterioration.
- f. Coordinate with HNE on implementation of the rehabilitation plan that achieves the public's goals of preserving the critical portions of the structure and meets the Buyer's needs to rehabilitate the property for future use.
- g. Agree to preserve the property in accordance with the restrictions and agree the structure may not be demolished or allowed to deteriorate due to neglect.

6. BID PROCESS

- A. Each price proposal shall be on the forms provided and be signed by a person authorized to bind the Buyer (hereinafter "Buyer") to the proposed purchase price.
- B. Each bid shall be delivered to the place specified and no later than **Friday October 7, 2016, 10AM.**
- C. Each bid shall be submitted in a sealed envelope clearly marked with the Buyer's name and "**Sale Butters Farm 165 Chestnut Street**" on the outside.
- D. Each bid shall consist of the following:
 - a. Statement of Interest with any attachments
 - b. Signed Price Proposal
 - c. Signed Tax Certification
 - d. Signed Disclosure of Beneficial Interests In Real Property Statement
- E. **Potential bidders are invited to tour the property by appointment. Appointments are to be made by contacting Terry McDermott at htavern@wilmingtonma.gov.**
- F. The Buyer must acknowledge receipt of amendment(s) to this Bid. Amendments may be issued through September 23, 2016. All potential buyers will be notified of amendments by email or mail.
- G. Bids that are incomplete, conditional or obscure, or which contain any additions not called for may be rejected by the Town.
- H. The bid must bear the written signature of the Buyer. If the Buyer is a partnership, the proposal must be signed by all of the partners. If the Buyer is a corporation, the proposal must be signed by a duly authorized officer or agent of such corporation.
- I. Any bid may be withdrawn or withdrawn and resubmitted by the Buyer up until the bid deadline.
- J. Unless otherwise specified, questions pertaining to general information regarding the property shall be addressed in writing to:

Kendra Amaral
Assistant Town Manager
121 Glen Road
Wilmington, MA 01887
kamaral@wilmingtonma.gov

7. EXISTING CONDITIONS

The property is being sold as-is. Field measurements, drawings or descriptions, verbal or otherwise, of existing conditions are intended to be informational. Measurements, statements, and locations of existing conditions are not guaranteed to be accurate. The Buyer will be responsible for verifying all existing conditions prior to proceeding with the purchase.

The selected Buyer will be authorized to inspect the property in detail and/or engage a professional inspector at the Buyer's expense and risk.

8. PERMITS AND INSPECTIONS

The Buyer will be responsible for obtaining all necessary federal, state, and local permits and meeting all permitting requirements, including but not limited to zoning, engineering, fire, building, plumbing, gas, Mechanical/HVAC/Sheet Metal, electrical, and zoning permits.

9. PAYMENT

The Buyer shall pay the full bid amount for the purchase of the property. The Buyer will be responsible for all recording costs. The Town will assume no responsibility for the Buyer's costs, including but not limited to legal fees, brokerage fees, and inspection fees associated with the purchase of this property.

10. REAL ESTATE DISCLOSURE

All documents relative to the sale of Butters Farm including the Invitation for Bids, all forms and information attached to the Invitation for Bids, and all addenda issued during the bidding period, including all applicable supplements, form the entire disclosure for this property.

11. CANCELLATION OF IFB, REJECTION OF BIDS

The Town reserves the right to cancel the IFB and/or reject any and all bids and/or to waive any informalities if deemed in the best interest of the Town to do so. The Town is the sole judge of its best interest.

12. BASIS FOR SELECTING THE BUYER

The selected Buyer shall be the responsive and responsible bidder who meets all of the requirements of this IFB to the Town's satisfaction and offers the highest purchase price. The Town reserves the right to reject any and all bids if deemed in the best interest of the Town.

13. FAILURE OF THE SELECTED BUYER

If the selected Buyer fails to execute the Purchase and Sale agreement according to the terms of the IFB the award will be rescinded and an award will be made to the responsive bidder, if any, with the next highest bid price.

TOWN OF WILMINGTON
STATEMENT OF INTEREST

Bids will be reviewed for the following information in order to determine responsiveness and eligibility.

- 1) Describe your interest in the property and your vision for the future use of it.
- 2) Describe any experience you have in rehabilitation of a historic structure, ownership of a historic structure, and any resources, contractors, or advisors you plan to utilize in the rehabilitation of this structure.
- 3) Describe your estimated cost and timeline for the rehabilitation of the structure.
- 4) Provide proof of financing or financial means to purchase the property for the price proposed and rehabilitate it in accordance with the applicable restrictions and agreements.
- 5) Provide contact information for the broker and/or attorney you plan to utilize in the transaction of this sale. The Town is not responsible for commissions to the buyer's real estate agent or legal fees in the transaction of this sale.

TOWN OF WILMINGTON
GENERAL PRICE FORM

- A. The undersigned proposes to purchase 165 Chestnut Street, Wilmington, Massachusetts (the Property), in accordance with the accompanying Invitation for Bids (IFB) requirements, this price proposal, and applicable restrictions.
- B. The undersigned certifies that he/she has carefully examined the IFB, the general conditions of the Property, the specifications, the draft Preservation Restrictions and Rehabilitation Agreements, and can fulfill the requirements in the manner prescribed therein and in accordance with the requirements of the Town of Wilmington under them.
- C. The undersigned hereby certifies that he/she is able to purchase the Property for the price proposed and perform such work on the Property as required in accordance with this IFB.
- D. The undersigned acknowledges that all documents relative to the sale of the Property including the Invitation for Bids, all forms and information attached to the Invitation for Bids, and all addenda issued during the bidding period, including all applicable supplements, form the entire disclosure for the Property.
- E. The undersigned acknowledges and understands the property is being sold in “as-is” condition. Field measurements, drawings or descriptions, verbal or otherwise, of existing conditions presented in the IFB are intended to be informational. Measurements, statements, and locations of existing conditions are not guaranteed to be accurate.
- F. The undersigned acknowledges the Town makes no representations, pledges, or commitments as to the condition, the value, or the cost to rehabilitate the property in accordance with the Preservation Restriction or Rehabilitation Agreements.
- G. The undersigned understands the structure on the property must be preserved in accordance with the Preservation Restriction Agreements. It may not be demolished by intent or neglect.
- H. The undersigned further certifies under the penalties of perjury that this price proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

I. The proposed purchase price of the Property, in consideration of the conditions and applicable restrictions is:

\$ _____
(in figures)

_____ Dollars
(in words)

Name of Buyer

Address

City, State, Zip

Phone, Email

Name and Title of Individual Submitting Proposal (if different)

Signature Date

TOWN OF WILMINGTON
TAX CERTIFICATION

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

Name of Buyer

Name and Title of Individual Submitting Proposal (if different)

Social Security No. or Federal Identification No.

Signature

Date

Affix Corporate Seal (if applicable):

**TOWN OF WILMINGTON
DISCLOSURE OF BENEFICIAL INTEREST IN REAL PROPERTY
TRANSACTIONS**

Legal Description of the Property: 165 Chestnut Street, Assessors Map 15 Parcel 13, and more particularly described by the deed recorded at the Northern Middlesex Registry of Deeds Book 20621 Page 233 and subject to any and all preservation restrictions also recorded thereto.

Transaction Type: Sale

Public Agency: Town of Wilmington

Role of Disclosing Party: Buyer

Name of Buyer

Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must be listed except 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. Additional sheets may be attached. Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement.

Pursuant to M.G.L. Chapter 7, §38, I hereby certify, under the penalties of perjury, that, to the best of my knowledge and belief, the disclosed names and addresses above represent all persons with a direct or indirect beneficial interest in the real estate transaction as described below.

Name of Buyer

Name and Title of Individual Submitting Proposal (if different)

Signature

Date

Affix Corporate Seal (if applicable):

**PROPERTY CARD AND GIS MAP
(ATTACHED)**

**DEED AND EXISTING DEED RESTRICTIONS
(ATTACHED)**

**BUILDING HISTORY AND PLANS
(ATTACHED)**

The Building Plans for informational purposes about the structure only and are developed for the purpose of a prior project.

Any notations of statements of preservation requirements are not intended to represent, establish, or limit the historic preservation requirements that will condition the sale of the property in conjunction with the Scope of Work.

Draft Preservation Restrictions and Rehabilitation Plan are attached in a separate section of this IFB.

**DRAFT PRESERVATION RESTRICTION & REHABILITATION AGREEMENTS
WITH HISTORIC NEW ENGLAND (ATTACHED)**

The attached Preservation Restriction and Rehabilitation Agreements are to be finalized and executed prior to sale of the property to the Buyer. The Buyer will receive the Final Agreements prior to execution of the Purchase and Sale Agreement.