

Town of Grafton, Massachusetts

**REQUEST FOR PROPOSALS
FOR THE LEASE OF THE “OLD TOWN HOUSE” AT ONE GRAFTON COMMON**



NOTICE TO PROPOSERS

The Town of Grafton, 30 Providence Road, Grafton, MA 01519 (“the Town”), acting through the Grafton Board of Selectmen, invites sealed Proposals for a master lease of the former “Old Town House” at One Grafton Common, Grafton, MA 01519.

Separately Sealed Price and Non-Price Proposals will be received until 4:00 P.M. local time, December 2, 2106, at the Town Administrator’s Office, 30 Providence Road. All Proposals shall comply with the RFP issued by the Town of Grafton. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals if it determines that to do so is in the best interests of the Town. Any Proposal submitted will be binding for ninety (90) calendar days subsequent to the time of the opening of Proposals.

Table of Contents

- 1) Introduction**
- 2) Instructions to Proposers**
- 3) Description of the Property**
 - a) General Description of Property
 - b) Description of Building/Renovations (Map 74 Lot 72)
 - c) Prime Location
 - d) Parking
 - e) Allowable Uses
 - f) Historical Restrictions/Zoning
 - g) A Town with a Location Advantage
 - h) Activities in the Area
- 4) Projected Selection Timeline**
- 5) Submission of Proposals & Proposal Submission Requirements**
 - a) A Cover Letter
 - b) A description of the entity submitting the proposal
 - c) A narrative of the entity's plan for the "Old Town House"
 - d) A narrative description of similar project experience
 - e) A list of references
 - f) A financial statement
 - g) The following completed and executed forms:
 - i) Certificate of Non-Collusion
 - ii) Certificate of Tax Compliance. (M.G.L., c.62C, §49A)
 - iii) Disclosure of Beneficial Interests in Real Property Transaction Form (M.G.L. c. 7, §40J)
 - iv) Conflict of Interest Certification (M.G.L. c.268A)
 - v) Certificate of Corporate Proposer
 - vi) Certificate of Compliance with M.G.L. c. 151B
 - vii) Certificate of Non-Debarment
- 6) Selection Process**
- 7) Appendices/Exhibits**

Section 1: Introduction

The Town of Grafton is seeking proposals from qualified proposers to enter into a master lease for the “Old Town House” at One Grafton Common. The successful proposer will be responsible for subleasing the suites to tenants and will be the holder of the master lease. Responsibilities will include the following:

- 1) Maintaining the building, including at a minimum:
 - a) cleaning and stocking the building (including supplying inventory);
 - b) all repairs under \$1,000 (must be approved by the Town Administrator);
 - c) day-to-day maintenance and repairs;
 - d) security;
 - e) however, the proposer will not be responsible for any work relating to the property’s roof or foundation.
- 2) Tenant management, including at a minimum:
 - a) subleasing the suites;
 - b) collecting all rent;
 - c) managing turnover in tenants, including all moving issues; and
 - d) timely addressing all tenant issues and complaints.
- 3) Utilities:
 - a) payment of all utilities, including: water, sewage, gas, trash and recycling disposal, and electricity used on the premises
- 4) Insurance:
 - a) maintenance of appropriate liability, fire and building insurance, which must be approved by the Town’s insurer.

The “Old Town House” at One Grafton Common has recently undergone extensive renovations to make the building fully ADA accessible as well as to upgrade the HVAC and life-safety systems within the building.

The successful proposer will submit a bid for what they will pay to the Town annually. The proposer will be able to charge market rents to its sub-lessees allowing for enough revenue to cover the lease payments to the Town, the costs of maintenance, and an adequate profit.

The table below shows the suites available for sublease. Please note that the second and third floors are currently under a long-term lease between the Town and Apple Tree Arts—a local children’s art program. The Master Lessee cannot charge rent to Apple Tree Arts, but can charge Apple Tree Arts their portion of the Common Area Maintenance (CAM) charges. All other leases are currently expired and/or running on a month-to-month basis. The table below also includes the average annual CAM charges each tenant has been paying.

Unit	Sq. Ft.	Current Annual Lease	Common Area Maintenance %	Average Annual Common Area Maintenance Charges*	Potential Lease Value**
L1	1950	\$481.44	9.59%	\$1,724.50	\$23,400.00
L4	1284	\$186.60	6.56%	\$1,179.64	\$15,408.00
11	990	\$11,880.00	7.00%	\$1,258.76	\$14,850.00
12	685	\$3,402.00	5.07%	\$911.70	\$9,590.00
13	315	\$4,800.00	5.49%	\$987.23	\$4,410.00
14	639	\$4,710.36	4.99%	\$897.32	\$9,585.00
15	880	\$6,000.00	6.67%	\$1,199.42	\$12,320.00
Apple Tree		\$1.00	54.63%	\$9,823.72	\$1.00
TOTAL		\$31,461.40	100%	\$17,982.28	\$89,564.00

*Common Area Maintenance charges may consist of, but are not limited to:

- Snow Removal
- Trash Removal
- Cleaning and maintenance
- Supplies for lawn and garden care
- Seasonal decorations
- HVAC
- Lights
- Security
- Water charges
- Sewer fees
- Taxes

**Potential Lease Values are based on the following:

- \$12.00 per sq ft annually for basement
- \$15.00 per sq ft annually for 1st floor store front
- \$14.00 per sq ft annually for 1st floor office

These values were verified by a third party consultant. Please see the report included as Exhibit E.

Section 2: Instructions to Proposers

In accordance with the provisions of Chapter 30B, Section 16, of the Massachusetts General Laws, the Town of Grafton, Massachusetts, by the Grafton Board of Selectmen (hereinafter the **“Awarding Authority,” the “Town of Grafton,” or the “Town”**), invites sealed Proposals from interested parties (hereinafter **“Proposers”**), pursuant to the terms of this Request for Proposals, for the lease of the entire building and grounds of the “Old Town Hall” located at One Grafton Common, Grafton, Massachusetts.

The initial term of any Proposed Lease shall be for ten (10) years. The reuse of the One Grafton Common is subject to the Grafton Zoning Bylaw.

The Town **will not** reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP, including costs incurred for site visits.

Any Lease Agreement of the “Old Town House” at One Grafton Common by the Town of Grafton will be awarded, if at all, pursuant to Massachusetts General Laws Chapter 30B, Section 16, to

a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

Nothing in this RFP will compel the Town to award a Lease Agreement. The Town may cancel this RFP, or may waive, to the extent permitted by law, any informalities, and may reject any and all Proposals, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Grafton. The Town may reject as non-responsive any Proposal that fails to satisfy any of the Proposal Submission Requirements.

The successful Proposer shall, within twenty (20) days after presentation thereof by the Town, execute a Lease Agreement in accordance with the terms of this RFP, in the form of the attached Lease Agreement. Such ten (10) day period may be extended by written agreement of the Town and the successful Proposer, executed prior to the expiration of said ten (10) day period.

For further information, refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Town Administrator's Office (30 Providence Road, Grafton, MA 01519) by the close of business (4:30 P.M. local time Monday through Friday) on X, 2016. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Questions may be submitted to Mr. McInerney's attention at the following email address: mcinerneyt@grafton-ma.gov. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

Section 3: Description of the Property

1. One Grafton Common Property

1.1 General Description of Property

The Town of Grafton is soliciting proposals for the lease the Historic Town House Building located at (Route 140) One Grafton Common, Grafton, MA. The building has undergone recent renovations.

For the Town's source of title for this property see deed recorded May 26, 1883 with the Worcester Registry of Deeds in Book 1145, Page 441. The footprint of the property is 14,880 sq. ft. ±

1.2 Description of Building/Renovations (Map 74 Lot 72)

The mercantile style building was constructed around 1880 and served as the town house until 1986. The building is a 3 1/2 story edifice with a red brick facade and a long front porch on one side. The French Mansard roof contains ornately detailed dormers. The perimeter of the roof has detailed soffits and cornices. Two masonry chimneys penetrate the roof and are centrally located along the front and rear elevations. There are multiple entrance doors to the spaces in the building. Most spaces are currently leased to small businesses and retail establishments. A 2-story vault is located in the rear of the building. Large painted windows are featured throughout the building. A large performance/reception room is on

the second floor with a large timbered barrel vaulted ceiling and a stage. Recently an elevator and new stairwell access were added to the rear of the building.

1.3 Prime Location

Grafton is located at the locus of the Massachusetts Turnpike I90 and State Routes 20, 122, 30 and 140, and includes a Massachusetts commuter rail T- Stop near Tufts Cummings Veterinary School of Medicine in Grafton on the border of the Town Of Westborough. Grafton is about 7 .5 miles from the intersection of Interstate 495 and Route 9.

The Town Common Area is easily accessible by pedestrians, cars, taxi service, the WRTA bus, and is located four miles from a commuter rail station. The property is located in the heart of the Town Common Area in Grafton on Route 140 as it passes through the Grafton Common.

The Town Common Area of Grafton contains a mix of retail, professional, business, service and residential uses, all located along Worcester Street, leading into the town Common. The lovely picturesque Common has a bandstand/gazebo under mature trees with walkways traversing the lawn. The Main Grafton Library serves as the focal point of the Town Common Area district along with the Grafton Inn and several churches.

1.4 Parking

On street parking is available at the front and rear of the building. There are additional municipal public parking spaces around the Common which are located a short distance from the building.

1.5 Allowable Uses

Located in a Business District B, allowable uses include retail stores, shops and service establishments, offices, banks, insurance and financial institutions, and consumer service establishments.

1.6 Historical Restrictions

Historic preservation restrictions set by the Town require that the exterior façade (including brickwork), lighting, and entry-way doors and windows be retained as nearly identical as they now appear or in their finished condition. Any exterior changes proposed must be reviewed and approved by the Board of Selectmen and the Historic District Commission. The building falls within the Grafton Center Historic District and is a contributing structure in the Grafton Common National Register District and therefore is treated as though it is listed individually on the National Register. All historic benefits and privileges are therefore extended to this historic structure.

1.6 A Town with a Location Advantage

Grafton is known as a small Town with a rural setting providing a convenient lifestyle. Its central and easily-accessible location makes it one of New England's most convenient locations for businesses and visitors. Grafton contains large walkable tracks of open space and many recreational parks and fields, access for canoe launching on the Blackstone and Quinsigamond Rivers, historic locations from the Industrial Era and one of the most picturesque Town Commons in New England. Major employers

include Wyman-Gordon, Tufts Cummings Veterinary School of Medicine, State Street Bank, Index, Verillion, UMass Medical, and many more. Grafton’s administration utilizes a pro-business approach. Grafton offers its residents a small-town feel with the amenities of a much larger commercialized region. The town historically included early textile mills and manufacturing for small arms and knives. Six mill villages created individual community centers.

1.7 Activities in the Area

The Town’s investments and initiatives in the Town Common Area include a landscaping program in the Town Common Area, as well as the hosting of several annual events including the Concerts on the Common, an Antiques Show on the Common, Grafton Celebrates the Holidays festival, and the Library Activity Series all of which are family-oriented activities. Private activities are also frequently held on the Town Common, including scouting functions, weddings, and family events.

Property Requirements

DECLARATION OF RESTRICTIONS AND CONDITIONS

1. The property located at One Grafton Common is currently zoned for General Business. Signage and awnings must meet the Grafton Zoning By-law and receive approval of the Town of Grafton Historical District Commission.
2. The suites are provided on an “as-is” basis. Any improvements, demolition, or renovations are the responsibility of the Lessee(s) with prior approval from the Town.
3. The lease of the property is subject to any easements existing and required for street, sewer, and water or any other public purposes in the streets abutting said property.
4. The Lessee(s) shall indemnify and hold the Town of Grafton, its officers, agents and employees harmless from any liability arising out of the state of the premises as of the date of the master lease including without limitation, any liability arising from any oil, hazardous materials, hazardous substances, hazardous wastes, or petroleum products, as such terms are or hereafter may be defined pursuant to any environmental laws of the United States or the Commonwealth of Massachusetts (“Environmental Laws”), or the violation of any Environmental Laws on the land.

The Master Lease Agreement will include a restrictive covenant requiring that if the commercial space is not occupied and operational within a specified period of time, the Town reserves the right to declare the Lessee(s) in default and terminate the Contract Agreement for cause.

Section 4: Projected Selection Timeline

RFP Published in Central Register	October 26, 2016
RFP Available	www.grafton-ma.gov/town-administrator/pages/administrator-

	updates
Final Inquiry Deadline	4:00 P.M. on November 18, 2016
Proposals Due to Awarding Authority at: Procurement Office Grafton Town Hall 30 Providence Road Grafton, MA 01519	4:00 P.M. on December 2, 2016
Anticipated Date of Award Notice	January 3, 2017

Section 5: Submission of Proposals

Five (5) copies of each Proposal must be received by the Procurement Office, Grafton Town Hall, 30 Providence Road, Grafton, Massachusetts, by 4:00 P.M., local time, on X, 2106. The clock in the Procurement Office will be considered official. No late Proposals will be accepted. Faxed or emailed Proposals are not acceptable. All Proposals shall conform to the requirements of Massachusetts General Laws Chapter 30B, Section 16 and applicable procurement regulations. Proposals shall be received in separate sealed envelopes, clearly marked “RFP: Lease of One Grafton Common - PRICE PROPOSAL” and “RFP: Lease of One Grafton Common – NON-PRICE PROPOSAL”. The Proposer’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. Each Proposal shall be submitted in accordance with the Proposal Submission Requirements set forth herein in order to be considered for award. In addition, a copy of each proposal shall be submitted by electronic transmission to Town of Grafton Assistant Town Administrator, Doug Willardson, at willardsond@graffton-ma.gov.

Each Proposal shall be submitted in accordance with the Proposal Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for ninety (90) calendar days subsequent to the time of the opening of Proposals. No Proposer may withdraw its Proposal prior to the execution of the Lease Agreement by both parties unless an award is not made after ninety (90) calendar days from the opening of the sealed Proposals.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined the Property and this RFP and is familiar with all the conditions of the proposed Lease. Upon finding any omissions or discrepancies in this RFP, the Proposer shall notify the Office of the Town Administrator immediately so that any necessary addenda may be issued. Failure of the Proposer to investigate completely the Property and/or to be thoroughly familiar with this RFP and any addenda shall in no way relieve any such Proposer from any obligation with respect to its Proposal.

Changes, modifications, or withdrawal of Proposals shall be submitted in writing to the Grafton Town Administrator’s Office prior to the deadline for receipt of proposals, and shall be contained in a

sealed envelope clearly marked "CORRECTION, MODIFICATION OR WITHDRAWAL OF PROPOSAL FOR RFP: LEASE OF THE OLD TOWN HOUSE AT ONE GRAFTON COMMON ." No corrections, modifications, or withdrawal of Proposals will be permitted after Proposals have been opened.

By submitting a Proposal, the Proposer agrees, if its Proposal is accepted, to enter into a Lease with the Town that incorporates all of the requirements of this RFP. The Proposer further accepts all of the terms and conditions of this RFP. The successful Proposer shall be required to execute a Lease Agreement substantially similar to the Lease Agreement which are attached hereto and incorporated herein by reference.

Proposals that include conditions will be considered by the Town. However, Proposals that include numerous conditions that require the Town to expend considerable time and / or money may be deemed as not in the Town's best interest. In such circumstances, the Proposal may be eliminated from further consideration.

Section 6: Proposal Submission Requirements

I. PRICE PROPOSAL

Proposers shall submit their price Proposals on the form entitled "Price Proposal Form" that is enclosed as "Appendix 1". The **Price Proposal Form** shall include the price the proposer will pay to the Town of Grafton each year over the ten year term of the lease.

II. NON-PRICE PROPOSAL

To be potentially considered to be the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following format:

1. A **Cover Letter** that includes all of the following:
 - a. A clear statement of the Proposer's interest in the leasing the building.
 - b. A clear statement of the Proposer's experience in leasing and subleasing commercial space.
2. A **description of the entity** submitting the proposal. This must include the names of the responsible party to receive notices, to include corporate name(s) and DBA(s) if applicable; address and telephone number(s), name(s), address(es), and title(s) of principal(s) with the authority to enter into a Contract Agreement.
3. A **Scope of Work** describing any proposed interior work to or outfitting of the commercial space. The Proposer must clearly demonstrate it has the experience to undertake and successfully operate within the leased space.
4. A **Narrative Description of Similar Project Experience**. Provide a detailed narrative that describes the Proposer's business and the Proposer's role in the business.
5. A **List of References**

- a. to be provided by the Proposer, identifying references familiar with previous leases and business history, including names, addresses, and telephone numbers.

6. **A Financial Statement**

- a. Setting forth the status of financing commitments for outfitting and leasing of the commercial space, including the names of equity investors and/or sources of loan funds; and
- b. from a lender or other source of financing that provides information relative to the Proposer's ability to obtain sufficient financing to successfully complete the terms of the lease and proposal.

7. The following completed and executed forms included in the RFP as appendices 2 through 8:

- a. Certificate of Non-Collusion;
- b. Certificate of Tax Compliance. (M.G.L., c.62C, §49A);
- c. Disclosure of Beneficial Interests in Real Property Transaction Form (M.G.L. c. 7, §40J);
- d. Conflict of Interest Certification (M.G.L. c.268A);
- e. Certificate of Corporate Proposer;
- f. Certificate of Compliance with M.G.L. c. 151B; and
- g. Certificate of Non-Debarment.

Section 7: Selection Process

Evaluation Criteria for Non-Price Proposal

The purpose of this section is to identify how the Town of Grafton will select a proposal from among competing submissions. More specifically, this section explains the Town's two-tier selection process. At the first tier of the selection process, all proposals will be reviewed by a Review Committee appointed by the Town Administrator. The Committee will be reviewing all of the submissions against the requested submittals as described above. If a proposal is determined to be both **"responsive"** (the Proposer agrees to meet all of the Town's terms and conditions, the submission contains all of the required information and forms, and all of the required forms are properly completed) and **"responsible"** (the Proposer has clearly demonstrated that he or she has the minimum required qualifications and financial capability to successfully take on and complete the leasing of the commercial space) the proposal will then be reviewed against the Comparative Evaluation Criteria as described and contained in this RFP. Any submission determined to be either "not responsive" or "not responsible" (or both) will be rejected and discontinued from further consideration by the Committee.

Comparative Evaluation Criteria

The purpose of the Comparative Evaluation Criteria is to weigh the relative merits of all of the competing proposals that have been determined to be responsive and responsible. The evaluators will review all of the responsive and responsible submissions against each of the comparative criteria and assign one of three values, as follows: **"Highly Advantageous"** (the highest value), **"Advantageous"** (the middle value), and **"Not Advantageous"** (the lowest value). Once an evaluator has completed his or her review of a proposal against all of the comparative criteria, s/he will review all of the values assigned for the various criteria and then assign an **"overall value"** that s/he feels best represents that

proposal's evaluation against all of the comparative criteria. If two or more proposals are determined to have the same overall value, the evaluators as a group shall determine by vote which of the proposals is the most advantageous to the Town of Grafton.

I. EXPERIENCE

Highly Advantageous – The Proposer that demonstrates five (5) or more years of experience in the managing or leasing of commercial space.

Advantageous – The Proposer that demonstrates two (2) or more years of experience in the leasing of commercial space.

Not Advantageous – The Proposer that does not demonstrate any previous experience in the leasing of commercial space.

II. Building Maintenance/Renovations

Highly Advantageous – The Proposer demonstrates an ability to maintain the building in good repair while maintaining the historical integrity of the building. The proposal explains any plans for renovations.

Advantageous – The proposal partially demonstrates a commitment to maintain the building in good repair while maintaining the historical integrity of the building. No explanation of potential renovations.

Not Advantageous – The proposal does not demonstrate an ability to maintain the building in good repair while maintaining the historical integrity of the building.

III. FINANCIAL PLAN

Highly Advantageous – The proposal demonstrates the firm has the financial ability to meet the terms of the lease.

Advantageous – The proposal partially demonstrates the firm has the financial ability to meet the terms of the lease.

Not Advantageous – The proposal does not demonstrate the firm has the financial ability to meet the terms of the lease.

Section 8. Appendices/Exhibits

Appendices

1. Price Proposal Form;
2. Certificate of Non-Collusion;
3. Certificate of Tax Compliance. (M.G.L., c.62C, §49A);

4. Disclosure of Beneficial Interests in Real Property Transaction Form (M.G.L. c. 7, §40J);
5. Conflict of Interest Certification (M.G.L. c.268A);
6. Certificate of Corporate Proposer;
7. Certificate of Compliance with M.G.L. c. 151B; and
8. Certificate of Non-Debarment.

Exhibits

- A. Proposed Lease;
- B. Plot plan depicting the Property;
- C. Grafton Historic District Commission Rules and Regulations and Grafton Zoning By-law; and
- D. Photographs of the property.

Appendix 1
Price Proposal Form

Please print legibly and submit in a separate sealed envelope.

For the Master Lease, the Undersigned hereby submits the following annual payment to the Town:

YEAR	PROPOSED LEASE AMOUNT TO BE PAID TO TOWN:
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

Printed Name

Authorized Signature

Date

Printed Name

Printed Title

If a Corporation:

Full Legal Name _____

Officers of Corporation and Addresses _____

State of Incorporation_____

Principal of Business _____ Zip Code _____

Qualified in Massachusetts Yes _____ No _____

Place of Business in MA _____ Zip Code _____ Tel. _____

Full Legal Name of Surety Company _____

Principal Place of Business _____

Admitted in Massachusetts: Yes _____ No _____

Place of Business in MA _____ Zip Code _____ Tel. _____

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

(Please Print)

Name of Person Signing Bid

Signature of Person Signing Bid

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this 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.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

**Appendix 4
DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY
TRANSACTION**

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.7C, § 38, 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: TOWN OF GRAFTON
2. Name of the property: "Old Town House" at One Grafton Common
3. Type of transaction: Lease for ten year term.
4. Lessor(s): TOWN OF GRAFTON

Lessee(s): _____
Printed Name (s)

Printed Name (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.

Printed
Name

Printed
Address

(Continued on next page)

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:

Printed
Name

Printed
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 thirty (30) days following the change or addition.

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

Signature: _____

Printed Name: _____

Printed Title: _____

Dated: _____

Appendix 5
CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Lease Agreement pursuant to this Request for Proposals.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Lease Agreement by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining the Lease Agreement (pursuant to this Request for Proposals) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Lease Agreement to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Proposer with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer, his/her/its officers, employees, agents, subcontractors and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
Signature

Title

Printed Name

Date

**Appendix 6
CERTIFICATE OF CORPORATE PROPOSER**

I, _____, certify that I am the _____ of the Corporation named as Proposer in the attached Proposal; that _____, who signed said Proposal on behalf of the Proposer was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Proposal was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____

(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

Appendix 7
CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis set forth therein. The Proposer also hereby certifies that it shall comply with any and all State Office of Minority and Women Business Enterprise Assistance (SOMWBA) thresholds, as applicable, if they have been established in conjunction with this Request for Proposals.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town of Grafton within one (1) business day of such debarment, suspension, or prohibition from practice.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Exhibit A.
LEASE

This AGREEMENT OF LEASE is by and between the Town of Grafton, c/o 30 Providence Road, Grafton, Massachusetts 01519 (hereinafter referred to as “Landlord”) and the Proposer, a Massachusetts Corporation with a place of business at _____ (hereinafter referred to as “Tenant”).

WITNESSETH THAT:

In consideration of the covenants herein contained, Landlord does hereby lease unto Tenant, and Tenant does hereby lease from Landlord, the Grafton Town House, located at One Grafton Common, as shown on the Site Plan attached hereto as Exhibit “A” and incorporated herein (the “Leased Premises”).

1. Term: The initial term of this Lease (the “Term”) shall be for ten (10) years, beginning on the Commencement Date (as herein defined) unless sooner terminated, or extended, as provided herein.
2. Base Annual Rent; Additional Rent: [TBD]
3. Operating Expenses will be borne by the Tenant. Operating Expenses shall mean all costs incurred and expenditures of whatever nature regarding the operation, management, repair, cleaning and maintenance of the Leased Premises, including, without limitation: all utility charges and rates connected with electricity, water, and other utilities supplied to the Leased Premises and related sewer use charges; all charges connected with heat supplied to the Leased Premises; the cost of labor and material for cleaning the Leased Premises; all expenses for or on account of the upkeep and maintenance of all fixtures and electrical, mechanical, plumbing and any other systems of the Leased Premises and the cost of liability insurance.
4. Late Charge – If any payment due from the Tenant to the Landlord is not paid when due, and remains unpaid upon the expiration of any applicable grace period provided herein, then the Landlord may, at its option, without notice and in addition to all other remedies hereunder, impose a late charge on the Tenant in an amount equal to five percent (5%) of the payment due, for each month or part thereof, while such delinquency continues. Such late charge shall be payable upon demand of Landlord.
5. Additional Covenants of Tenant – The Tenant further covenants and agrees as follows:

- (a) Use – as set forth in the Request for Proposals, which is incorporated herein, the Tenant shall re-let the Leased Premises to a business or businesses allowed in the Business District B, including retail stores, shops and service establishments, offices, banks, insurance and financial institutions, and consumer service establishments. Tenant agrees that notwithstanding any assignment or sublease, Tenant shall remain liable to the Landlord for the payment of all Base Annual Rent, and any other charges hereunder, and for full performance of the covenants and conditions of this Lease.
- (b) Prohibited Uses – No activities of Tenant shall in any way disturb or disrupt the neighborhood of the Building.
- (c) Hours of Operation -- No use of the Leased Premises may commence prior to 6:00 a.m. and no such use may continue after 11:00 p.m., seven (7) days per week.
- (d) Permits – Tenant shall, at its sole cost and expense, comply with all municipal requirements for its use and occupancy of the Leased Premises, and shall obtain and keep in full force and effect for the Term and any extensions hereof, any and all state, local and federal permits, approvals or conditions applicable to Tenant's use of the Leased Premises, and the Property.
- (e) Repair and Maintenance – The Tenant shall keep and maintain the Leased Premises, and the Property in a neat and clean condition, and in good order and repair, reasonable use and wear thereof excepted. The Tenant shall make as and when needed all repairs in and about the Building as may be necessary to preserve them in such good repair, order and condition, which repairs shall be in quality and class equal to the original work. However, Tenant shall not be required to replace fixtures, and electrical, mechanical, plumbing and any other systems of the Building, unless replacement is caused by Tenant's use of such systems.
- (f) Insurance – The Tenant shall procure and maintain during the term of this lease, at Tenant's sole cost and expense, in a company or companies satisfactory to the Landlord, comprehensive general liability insurance policies naming Landlord as an insured, covering all claims, loss or liability due to bodily injury in, on, or about the Leased Premises in an amount not less than \$1,000,000 for bodily injury per incident ("CGL"). The Landlord shall annually review the insurance requirements and require reasonable adjustments in coverage levels as may be necessitated by changes in risks and exposures and market conditions. Tenant shall provide landlord a CGL insurance binder on or before the Commencement

Date, and thereafter annually on or before the anniversary of the Commencement Date.

At Tenant 's sole cost and expense, the Landlord shall carry casualty insurance for damage to the Building and the Property, including improvements thereon or thereto, against the perils of the fire, extended coverage, vandalism, and malicious mischief in an amount at least equal to one hundred percent (100%) of the replacement value of the Building ("Hazardous Insurance"). The Tenant shall pay the Landlord promptly upon demand, the full amount of any and all Hazardous Insurance premiums reasonably attributable to Hazardous Insurance on the Building carried by the Landlord under this paragraph. The Landlord may determine the deductible amount on such insurance, which, at the commencement of this Lease is anticipated to be Ten Thousand dollars (\$10,000). This amount may be annually amended, to reflect any Hazardous Insurance policy or policies then in effect.

6. Damage/Destruction. In the case of damage or destruction of more than fifty percent (50%) of the Building occurring during the Term of this Lease, by fire, explosion, windstorm or other casualty, or in the case of a taking of more than 50% of the Tenant's interest in the building by eminent domain, Landlord shall have the option of restoring the damage or terminating this Lease forthwith. If such restoration cannot be substantially completed in or within One Hundred and Twenty (120) days from the date of a written insurance adjustment report describing the restoration required, as together determined by Landlord and Tenant, then Tenant shall have the option of terminating this Lease.

Quarterly inspections of the fire alarm system for the Building shall be scheduled by Landlord, with the cost of any such inspection being the sole cost and expense of Tenant.

7. Indemnity – The Tenant agrees to defend and hold harmless the Landlord from all costs, expenses, claims or damage arising on account of any injury or damage to any person or property in or about the Leased Premises, or otherwise resulting from the Tenant's use, maintenance and occupancy of the Leased Premises, or any thing or facility kept or used therein, excepting any such cost, expense, claim or damage arising from Landlord's negligence or willful misconduct or the negligence or willful misconduct of Landlord's employees, agents, invitees and contractors.
8. Compliance with Law – Tenant shall comply with all laws and bylaws and all orders and regulations of any governmental authority in effect from time to time and agrees to obtain and maintain in full force and effect all required licenses, permits and

approvals from time to time applicable to the Leased Premises and the use and occupancy thereof and not to suffer or permit any use of the Leased Premises which may be dangerous to life, limb or property.

9. Alterations, Additions and Signs – Tenant shall not make or allow to be made any substantial or material structural additions or alterations to the Leased Premises, inconsistent with its use of the Leased Premises, without obtaining the Landlord's prior written consent on each occasion, and any such work shall be performed only by contractors or mechanics first approved in writing by Landlord. Tenant shall comply with all local and state regulations and laws, and obtain all necessary permits and approvals. Landlord acknowledges that Tenant may be subdividing areas of the Building, and agrees not to unreasonably deny, condition or delay its consent for such alterations.
10. Care of Leased Premises – Tenant shall not injure, overload the electrical system or deface the Leased Premises, and will not take any action which would invalidate or conflict with the terms of any insurance policy now or hereafter maintained by the Tenant.
11. Landlord's Entry – Tenant shall permit the Landlord and Landlord's agents to inspect the Leased Premises at reasonable times during non-business hours so as not to unreasonably interfere with Tenant's operations; if Landlord deems an emergency to exist or be imminent, Landlord may have immediate access to any portion of the Property or the Leased Premises, including access to the door between the Building and Gymnasium ("Access Door") without notice at any time. Landlord shall keep the Access Door locked at all times.
12. Yielding Up – At the termination of this Lease, Tenant agrees to remove its and all subleasees' removable personal property (excluding any fixtures and other improvements to the Leased Premises) and peaceably to yield up the Leased Premises with all additions or alterations made thereto during the Term in a clean condition and in as good order, repair and condition as the same were at the commencement of the Term, or had been put in thereafter by the Landlord or by the Tenant, reasonable wear and tear only excepted. The Tenant shall repair any damage to the Leased Premises occasioned by the removal of the Tenant's personal property.
13. Signs, Blinds and Drapes – The Tenant may hang or provide its own window treatments. Any signs or lettering on the outside doors or visible from windows must be submitted to the Landlord for prior written approval before installation. Such approval shall not be unreasonably withheld.

14. Inflammables - Odors – The Tenant shall not bring or permit to be brought or kept in or on the Leased Premises any inflammable, combustible or explosive fluid, material, chemical or substance, unless kept in metal cabinets, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors to emanate from or permeate the Leased Premises.
15. Building and Leased Premises Repair and Maintenance – The Tenant shall keep and maintain the Building and the Leased Premises and the heating, ventilating system, and all other building systems located within the Leased Premises, in good order and repair. The Tenant shall perform such repairs within a reasonable time following receipt of written notice from Landlord of the necessity therefor.
16. Trash Pick-up – For the Term of the Lease and any extensions hereof, and at its sole cost and expense, Tenant shall keep in full force and effect a contract for the disposal of all trash.
17. Covenants and Representations of Landlord – The Landlord further covenants and agrees that:
 - (a) Quiet Enjoyment – If Tenant pays the Base Annual Rent and performs and observes the agreements and conditions herein on its part to be performed and observed, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term and any extension thereof.
 - (b) Parking – During the Term, and any extension thereof, Tenant shall have use of all available parking for Tenant’s, subtenants, and others in the designated parking areas on the Property.
 - (c) Authority – Landlord represents that Landlord is the owner of the property of which the premises are a part, and that it has full right, and power and authority to enter into this Lease on behalf of Landlord.
18. Personal Property – All merchandise, furniture, fixtures, effects and property of every kind, nature and description of Tenant and all persons claiming through or under Tenant which may be in or on the Leased Premises, during the term of this Lease, shall be at the sole risk and hazard of the Tenant and those claiming through or under the Tenant, except to the extent that damage to the said property is occasioned by any negligence or willful misconduct of the Landlord, or those for whom the Landlord is responsible. Tenant agrees that it shall keep its fixtures, equipment and leasehold improvements fully insured against loss or damage by fire with extended coverage endorsements, including Landlord’s employees, agents, invitees and contractors.

19. Defaults and Remedies

(a) The occurrence of any one or more of the following events shall constitute default hereunder by Tenant ("Event of Default"):

(i) Failure by Tenant to make any payment of Base Annual Rent or any other cost or charge due or payable hereunder within thirty (30) days after written notice thereof from Landlord to Tenant, including, without limitation, the payment of all Insurance Policies premiums for insurance obtained by Landlord for the Leased Premises;

(ii) Failure by Tenant to observe or perform any other express or implied covenants or provisions of this Lease to be observed or performed by Tenant, within fifteen (15) business days after written notice thereof from the Landlord to Tenant; or

(iii) Any assignment by Tenant for the benefit of creditors, or any act of bankruptcy or filed petition under any bankruptcy or insolvency law, or if any such petition filed against Tenant is not dismissed within thirty (30) days, or if the Tenant's interest in this Lease is taken on execution or other process of law in any action against Tenant.

(b) In the event of any such uncured default by Tenant, in addition to any other remedies available to the Landlord at law or in equity, the Landlord may (i) enter into and upon the Leased Premises, or any part thereof in the name of the whole with process of law, and repossess the same as of its former estate or (ii) mail or deliver a notice of termination to Tenant specifying the day on which the Term shall terminate, and upon such entry or upon the date set forth in such notice, this Lease shall terminate and the Landlord may thereafter with process of law expel the Tenant and those claiming through or under the Tenant and remove all of the Tenant's effects, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant.

Tenant covenants and agrees that in the event of such termination, it will indemnify the Landlord against all loss of payments required or expended hereunder and such costs and expenses which the Landlord may incur by reason of such termination during the remainder of the period which was included within the Term at the time of such termination (the "Balance of the Term"); and the Tenant shall make all payments required hereunder during the Balance of the Term in the same amount and at the same times as they would be required

hereunder, except for the portion thereof, if any, which the Landlord shall receive from another tenant of the Leased Premises. Landlord shall use reasonable measures to relet the Leased Premises or a portion thereof, during the Balance of the Term.

The Landlord may, in the event of termination, without notice, store the Tenant's effects (and those of any person acting under the Tenant) at the expense and risk of the Tenant or, if the Landlord so elects, the Landlord may sell such effects at public auction or auctions or at private sale or sales after seven days' notice addressed to the Tenant at the address set forth herein and apply the net proceeds to charges owing to the Landlord. The Landlord and the Tenant hereby agree that, at the Landlord's sole option, a notice by the Landlord alleging an Event of Default hereunder shall constitute a statutory notice to quit and that, if the Landlord exercises such option, any grace periods provided for herein shall run concurrently with any statutory notice and grace periods.

20. Waiver of Subrogation Rights – Landlord and Tenant each waives all claims and rights of recovery against the other with respect to any insured damage or destruction to their property which results from causes of any kind which are covered by insurance policies maintained by Landlord or Tenant, even if such damage may have been brought about by the fault, neglect or intentional actions of either party or their respective agents and employees, but only to the extent of actual recovery, if any, under any such insurance policy and provided that this waiver shall be null and void to the extent that any such insurance would be invalidated by reason of this waiver.

Landlord and Tenant each shall use their best efforts to obtain a clause or endorsement in or on all insurance policies obtained by either, insuring each party against damage to the Leased Premises, or any property which shall at any time be on the Lease Premises which will provide in substance that the insurance company waives any right of subrogation which it might have against Landlord or Tenant. If obtaining such a clause or endorsement will increase an insurance premium then the party obtaining the insurance policy need not obtain such clause or endorsement unless the party benefited thereby agrees to pay the increased premium required to obtain such a clause or endorsement.

21. Right to Cure – If Tenant shall fail in the observance or performance of any conditions, agreements or covenants on the Tenant's part to be observed or performed under or by virtue of any of the provisions of this Lease, then Landlord, without being under any obligation to do so, may cure such failure for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any

action or proceeding, such sums paid or obligations incurred, together with interest until paid at the rate of five percent (5%) per annum, shall be paid to Landlord by Tenant, upon demand.

22. Estoppel Certificate – Upon not less than ten (10) days prior written notice from Landlord, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or in full force and effect as modified setting forth the modifications), the dates to which Base Annual Rent, and other charges have been paid in advance, stating whether or not Landlord is in default in the performance of any agreement or obligation contained in this Lease, and if so, specifying such default and such other facts as Landlord may reasonably request. Tenant agrees that any such statement may be relied upon by any party, including a prospective mortgagee or purchaser.
23. Waiver – No consent or waiver, expressed or implied by Landlord to or of any breach of any covenant, condition, or duty of Tenant shall be construed as a consent to or waiver of any other breach of the same or any other covenant, condition or duty.
24. Notices – All notices hereunder shall be in writing and either hand delivered or mailed by registered or certified mail, return receipt requested, and shall be deemed given when hand delivered or mailed.

Notices to Landlord shall be addressed to:

Town Administrator
Grafton Memorial Municipal Center
30 Providence Road
Grafton, Massachusetts 01519

with a copy to:

Ginny Sinkel Kremer, Esq.
Grafton Town Counsel
Blatman, Bobrowski, Mead & Talerman, LLC
9 Damonmill Square, Suite 4A4
Concord, MA 01742

Notices to Tenant shall be addressed to:

_____.

25. Default of Landlord – Landlord shall not be deemed in default in performing any of its obligations unless the Landlord shall violate or fail to perform any express condition, covenant or agreement of this Lease made by Landlord and such violation or failure to perform shall continue for a period of thirty (30) days, after written notice specifically describing the nature and facts of Landlord's default, has been delivered by the Tenant to Landlord, or in cases where the violation or failure to perform cannot be reasonably corrected within thirty (30) days, Landlord does not begin to correct the violation or failure to perform within thirty (30) days after receiving the Tenant's written notice and/or Landlord thereafter does not diligently pursue the correction of the violation or failure to perform.
26. Holdover – If Tenant (or anyone claiming through the Tenant) remains in the Leased Premises after the termination or expiration of this Lease, such holding over shall be as tenant at will or tenant by the month (requiring 30 days' notice of termination by either party to the other), subject to all of the covenants and conditions of this Lease as though it had originally been a monthly tenancy. Notwithstanding the foregoing, if Landlord desires to regain possession of the Leased Premises promptly after the termination or expiration hereof and prior to acceptance of rents for any period thereafter, Landlord may, at its option, forthwith re-enter and take possession of the Leased Premises or any part thereof without process or by any legal process in force in the Commonwealth of Massachusetts.
27. Option to Extend
- (a) On the condition that Tenant is: (i) not in default of any covenant, condition or obligation under this Lease; and (ii) then occupying the entirety of the Leased Premises demised to Tenant or subletting portions of the Leased Premises, as permitted herein
- (b) Tenant may exercise each Option by giving Landlord written notice on or before the last day of the sixth (6th) month prior to the expiration of the Term and on or before the last day of the sixth (6th) month prior to the expiration of the first Option Term. Upon the timely giving of such notice, the Term shall be deemed extended upon all of the terms and conditions of the Lease. If Tenant fails to give timely notice, as set forth herein, Tenant shall have no right to extend the Term, time being of the essence of this paragraph. **Tenant shall have no right to extend the Term other than the Option herein provided.**
- (c) Upon Tenant's exercise of the Option, such extension shall be self-executing, but the parties nevertheless shall promptly execute a lease amendment reflecting the Option Term, the Base Annual Rent, and any other costs payable during such Option Terms, along with all other relevant terms and conditions of the Option.

28. Hazardous Substances

(a) Tenant's Covenants Regarding Hazardous Substances.

(i) Landlord's Consent Required. Tenant shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon or kept or used in or about the Leased Premises, by Tenant, its agents, employees, contractors, or invitees, unless (a) such Hazardous Substances are necessary for Tenant's business (and such business is a permitted use hereunder) and (b) Tenant first obtains the written consent of Landlord.

(ii) Compliance with Environmental Laws. Tenant shall at all times and in all respects comply with all local, state, and federal laws, ordinances, regulation, and orders (collectively "Hazardous Substances Laws") relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of any Hazardous Substances.

(iii) Hazardous Substances Handling. Tenant shall at its own expense procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for Tenant's use of the Leased Premises, including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Leased Premises. Except as discharged into a sanitary sewer in strict compliance and conformity with all applicable Hazardous Substances Laws. Tenant shall cause any and all Hazardous Substances to be removed from the Leased Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant shall in all respects handle, treat, deal with, and manage any and all Hazardous Substances in, on, under, or about the Leased Premises in total conformity with all applicable Hazardous Substances Laws and prudent industry practices regarding management of such Hazardous Substances. Upon expiration or earlier termination of the Term of the Lease, Tenant shall cause all Hazardous Substances to be removed from the Leased Premises (except such Hazardous Substances, if any, as were located in the Leased Premises prior to the commencement of Tenant's occupancy thereof) and the Property and to be transported for use, storage, or disposal in accordance and compliance with all applicable Hazardous Substances Laws; provided, however, that Tenant shall not take any remedial action in response to the presence of any Hazardous Substances in or about the Leased Premises, nor enter into any

settlement agreement, consent decree, or other compromise in respect to any claims relating to any Hazardous Substances in any way connected with the Leased Premises, without first notifying Landlord of Tenant's intention to do so and affording Landlord adequate opportunity to appear, intervene, or otherwise appropriately assert and protect Landlord's interest with respect thereto.

(iv) Notices. If at any time Tenant shall become aware, or have reasonable cause to believe, that any Hazardous Substance has come to be located on or beneath the Leased Premises, Tenant shall, immediately upon discovering such presence or suspected presence of the Hazardous Substance, give written notice of that condition to Landlord. In addition, Tenant shall immediately notify Landlord in writing of (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Hazardous Substances Laws, (ii) any claim made or threatened by any person against Tenant, the Leased Premises, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Substances, and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Substances in or removed from the Leased Premises including any complaints, notices, warnings, or asserted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Leased Premises, the Property, or Tenant's use thereof. Tenant shall promptly deliver to Landlord copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Leased Premises or the Property.

(v) Definition of Hazardous Substances. As used in this Agreement, the term "Hazardous Substance or Substances" means any hazardous or toxic substances, materials or wastes, including but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state, or federal law. However, the term Hazardous Substance or Hazardous Substances shall not include cleaning liquids or other substance in amounts normally in use for a school or an Arts Center nor include any substances normally associated with activities in an Arts Center, including but not limited to, paints, solvents,

glue, glaze and other art supplies, as long as such materials remain at non-reportable levels and are disposed of properly and in accordance with applicable laws, rules and regulations of the Commonwealth of Massachusetts and of the Federal Government.

- (b) Indemnification of Landlord. Tenant shall indemnify, defend (by counsel acceptable to Landlord), protect, and hold harmless Landlord, and each of Landlord's partners, directors, officers, employees, agents, attorney, successors, and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses (including, without limitation, diminution in the value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises costs, or expenses (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (A) the presence in, on, under, or about the Leased Premises, or any discharge or release in or from the Leased Premises, of any Hazardous Substances or Tenant's use, analysis, storage, transportation, disposal, release, threatened release, discharge, or generation of Hazardous Substances to, in, on, under, about, or from the Leased Premises, or (B) Tenant's failure to comply with any Hazardous Substances Law. Tenant's obligations under this Section shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of site conditions, and any and all costs of any required or necessary repair, cleanup, detoxification, or decontamination of the Leased Premises, (including, without limitation, the soil and ground water on or under the Property), and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. Tenant's obligations under this Section shall survive the expiration or earlier termination of the term of the Lease. For purposes of the release and indemnity provisions hereof, any acts or omissions of Tenant, or by employees, agents, assignees, contractors, or subcontractors of Tenant or others acting for or on behalf of Tenant (whether or not they are negligent, intentional, willful, or unlawful), shall be strictly attributable to Tenant.
- (c) Environmental Compliance Costs. Landlord and Tenant acknowledge that Landlord may become legally liable for the costs of complying with Hazardous Substances Laws that are not the responsibility of Tenant pursuant hereto, including the following:
- (i) Hazardous Substances present in the soil or groundwater on the Property of which Landlord has no knowledge as of the Commencement Date;

(ii) A change in Hazardous Substances Laws making certain Hazardous Substances that are present on the Property whether known or unknown to Landlord, a violation of such new Laws;

(iii) Hazardous Substances that migrate, flow, percolate, diffuse, or in any way move onto or under the Property after the date hereof; and

(iv) Hazardous Substances present on or under the Property as of the Commencement Date as a result of any discharge, dumping, or spilling (whether accidental or otherwise) of a Hazardous Substance ("Environmental Event") on the Property by other tenants of the Property or their agents, employees, contractors, or invitees, or by others.

Accordingly, Landlord and Tenant agree that the cost of complying with Hazardous Substances Laws as a result of Environmental Events occurring on or under the Leased Premises after the Commencement Date is the sole responsibility of Tenant pursuant hereto. To the extent any such expense relating to Hazardous Substances is subsequently recovered or reimbursed through insurance, or recovery from responsible third parties, or other action, Tenant shall be entitled to a proportionate reimbursement to the extent it has paid its share of such expense to which such recovery or reimbursement relates.

(e) Additional Insurance or Financial Capacity. If at any time it reasonably appears to Landlord that Tenant is not maintaining sufficient insurance or other means of financial capacity to enable Tenant to fulfill its obligations to Landlord under this Section, whether or not then accrued, liquidated, conditional, or contingent, Tenant shall procure and thereafter maintain in full force and effect such insurance or other form of financial assurance, with or from companies or persons and in forms reasonably acceptable to Landlord, as Landlord may from time to time reasonably request.

29. Miscellaneous

(a) Tenant agrees that Tenant will not grant a security interest of the type referred to in Massachusetts General Laws, Chapter 106, Article 9 with respect to any leasehold improvement, fixture or equipment which becomes part of the Leased Premises and/or is the type of item which Tenant is required to yield up to Landlord at the termination of the Lease.

(b) It is further covenanted and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind and benefit said parties, their successors and assigns.

- (c) This Lease shall be construed and enforced in accordance with the Laws of the Commonwealth of Massachusetts.

- (d) If any provision of this Lease or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable or shall become a violation of any local, state or federal law, then the same or the same as so applied shall no longer be a part of this Lease, but the remainder of the Lease, such provision and the application thereof to the other persons and circumstances shall not be affected thereby and this Lease as so modified shall continue in full force and effect.

EXECUTED as a sealed instrument this _____ day of _____ 2016

Landlord

TOWN ADMINISTRATOR

Tenant

Exhibit B. Property in formation

The floor plans from the recently completed renovation can be seen at this link: <https://goo.gl/YHgkyO>

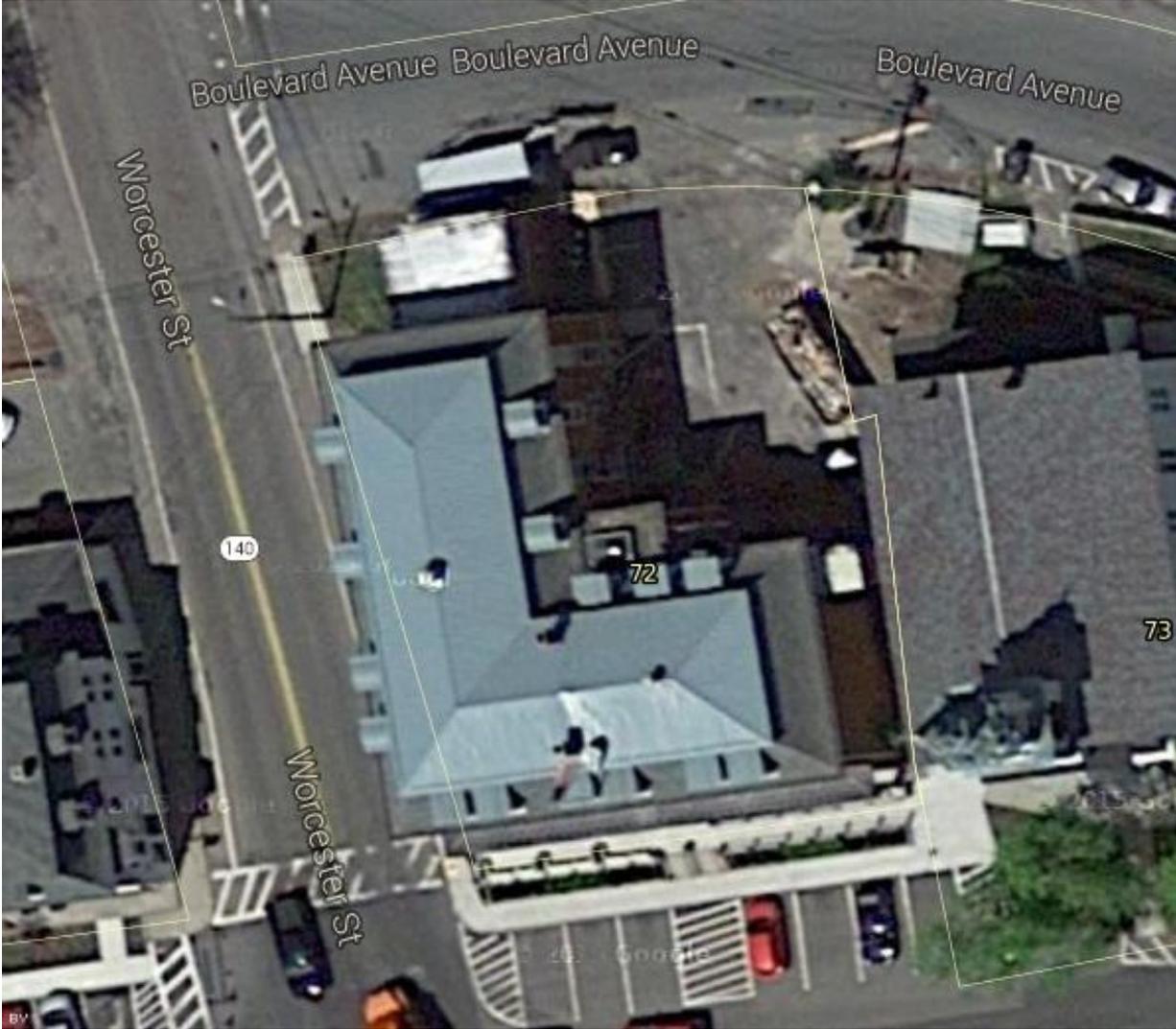


Exhibit C. Grafton Historic District Commission Rules and Regulations.

Information regarding the Grafton Historic District can be found at the following link—including their property owner handbook and design guidelines.

<http://www.grafton-ma.gov/historic-district-commission>

The link below contains the Grafton Zoning By-law.

[http://www.grafton-ma.gov/sites/graftonma/files/uploads/2016_05_09_zbl - tm approved -
_awaiting_ag_approval_clerk.pdf](http://www.grafton-ma.gov/sites/graftonma/files/uploads/2016_05_09_zbl_-_tm_approved_-_awaiting_ag_approval_clerk.pdf)

Exhibit D. Photographs of the property



Corridor 128



Corridor 129



Restrooms on the first floor



Elevator lobby on the first floor



New stairwell



Basement elevator lobby



Great Stairwell



Great Stairwell



Basement corridor



Great Hall



View from the west



View from the rear



Basement corridor



Basement mechanical room

Exhibit E. Rental Value Justification

Please follow the link below.

<https://drive.google.com/file/d/0B75Mm2VrvavIMIROQm55bWJlZW9sT3ZuaWcwT2l2VFNWQ0lR/view?usp=sharing>