

## SALE OF INDUSTRIAL LAND PROPOSAL: KATRINA ROAD, CHELMSFORD, MA

---

### ISSUED BY:

Town of Chelmsford  
50 Billerica Road  
Chelmsford, MA 01824

### ISSUED ON:

July 15, 2014

### PROPOSALS DUE:

August 15, 2014 3:00pm

### NON-MANDATORY PRE-BID MEETING:

July 29, 2014

Pre-bid Meeting will start at 2pm in Room 302, 50 Billerica Road,  
Chelmsford, MA 01824



## **1. Invitation to Bid**

The Town of Chelmsford of Massachusetts (the Town) is pleased to present this Request for Proposals (“RFP”) for the sale of 25-29 Katrina Road (the “Property”) in Chelmsford, Massachusetts.

### **1.1 Development Context**

This property offers a unique development opportunity for industrial land to-own:

- The Property is located in a semi-secluded industrial area
- The Property fronts on an industrial subdivision road and is near to Route 3 and Route I-495 interchanges for easy regional accessibility.
- The Property offers 3.12± acres of open land zoned for industrial uses.
- All major utilities are provided to the site.
- The Town is willing to consider all use proposals that take ownership of the property.
- The purchaser may be eligible for a ‘Brownfields Covenant Not to Sue’ from the Attorney General pursuant to MGL c. 21E and 940 C.M.R. 23.00 that protects the future owner from liability associated with the site’s existing conditions.

### **1.2 Relationship to Solar Energy Generation RFP**

Concurrent with this RFP, the Town is issuing a separate Invitation to Bid for an Alternative [Solar] Energy Generating Facility for this same Property. Proposers on this RFP may propose use of the property for an Alternative [Solar] Energy Generating Facility (Solar Energy Facility). However, proposers for this RFP must be able to take ownership of the property and be responsible for all the arrangements for the Solar Energy Facility, while proposers for the separate Invitation to Bid for an Alternative [Solar] Energy Generating Facility may propose a lease arrangement with the Town.

The Town reserves the right to reject all proposals for one of the RFP’s in favor of a proposal for the other RFP.

### **1.3 Eligibility**

Eligible proposers shall consist of a single legally constituted Entity that will be fully responsible for the purchase and any subsequent redevelopment and management of the entire Property. Entities may be associated with other Principal or Controlling Entities. Eligible Development Entities and their proposals must meet threshold criteria. Other entities may participate as prospective investors, guarantors, financiers or tenants through agreement with an eligible Developer. Participating entities are not required to have exclusive arrangements with any Development Entity, and may be

included in multiple submissions.

## **2. Property Description and Overview**

### **2.1 Location and Access**

The Property is located at 25-29 Katrina Road, as shown on the attached Site Map, which is accessed via Glen Avenue off of Chelmsford Street (Route 110). Access to the site for the region 0.5± miles is from the interchange of Route 110 and Route 3, a state-maintained six-lane highway, and 0.8± miles to the Route 3 and Route 495 interchange.

The property is 1.5± miles from Chelmsford Center. The Town of Chelmsford is located in northerly Middlesex County in eastern Massachusetts, approximately 24 miles north of downtown Boston, 40 northwest of Worcester, and 8 miles south of New Hampshire at the I-495/Route 3 juncture. Chelmsford is comprised of 22.65± square miles of land area and in 2010 its population was about 34,243, an increase of 1% since the census of 2000.

### **2.2 Description of the Disposition Property**

#### *2.2.1 Identification*

The Disposition Property's deed describes the metes and bounds of the parcel and is recorded at the Middlesex North Registry of Deeds in Lowell under Book 7581 on Page 271. The ownership of the property by the Town of Chelmsford is identified in a Judgment of Tax Lien Case recorded at the Middlesex North Registry of Deeds under Book 20319 on Page 134. The site is also identified in the Town Assessors' maps as Map 52/Block 234/Lot 2.

#### *2.2.2 Description of the Property*

The Disposition Property consists of one tax parcel totaling 3.12± acres of industrially-zoned land that has been improved. Demolition of the previous industrial building removed the structure and has left the building foundation; a concrete slab of approximately 34,000 SF in area.

The site is located in Chelmsford adjacent to Interstate 495 and within a quarter mile of Route 3. The Town acquired the site through tax title in July 2006.

It is the former site of the Silicon Transistor Corporation (STC) and was previously used for manufacturing of circuit boards and transistors, and office space.

The previous manufacturing resulted in contamination to soil and groundwater of the site and neighboring properties. The property is designated as a "Brownfield Site", and is identified by MASS DEP as a tier 1A release site. Recent pilot testing has been considered successful in identifying the path for remediation and closure, and the costs associated with those actions.

#### *2.2.3 Neighborhood Description and Adjacent Uses*

The Property is situated in a small and relatively isolated cluster of industrial land and operations. On the north the property abuts a former railroad right-of-way which has been reconstructed as a pedestrian and bicycle path, named the Bruce Freeman Rail Trail. Beyond the Rail Trail is the Chelmsford Mall, East Gate Plaza, and Stop & Shop Supermarket shopping centers.

The immediate neighborhood of Katrina Road is comprised of the Property and three additional improved industrial lots. Adjacent properties on Katrina Road are currently occupied by industrial uses. The abutting property on the Property's southwesterly side is a light industrial use occupied by JapEnamelac who perform painting and finishing services. Chadwick-BaRoss Inc., a seller of new and used heavy equipment, is located at 15 Katrina Road. Kendall Boiler and Tank is located at 11 Kendall Road.

The Katrina Road neighborhood is a small industrial area with good highway access and all utilities located within a good municipality for industrial property users. The Disposition Property's location is above average for general industrial use land in northern Middlesex County and in the Route 495 North market area.

#### *2.2.4 Site Opportunities, Constraints and Issues*

The property is considered an opportunity for commercial and industrial users seeking a new building site. It has a size appropriate for the majority of its prospective buyer market, a good location relative to highway access, and it is level and served by all utilities. Due to it being level and cleared of trees, it is superior to industrial parcels that require such site preparation.

The remaining foundation concrete slab, or, if removed, another impervious cover such as paving, will need to remain as a cap over the identified contaminated area. New industrial building(s) will be permitted on the site.

Monitoring wells and treatment wells, as identified on the attached figure, must continue to be accessible during the completion of the remedial actions and monitoring.

Other existing improvements of the property are to be considered when preparing a proposal.

#### *2.2.5 Site and Building History and Conditions*

The Property is the former site of the Silicon Transistor Corporation (STC) and was previously used for manufacturing that resulted in chlorinated volatile organic compound contamination to soil and groundwater. The property is designated as a "Brownfield Site", defined by the Federal Brownfields Act of 2002 as "real property, the expansion, redevelopment, or re-use of which may be complicated by the presence of a hazardous substance, pollutant or contaminant."

The Property was acquired by the Town of Chelmsford on July 20, 2006 as recorded in the Judgment of Tax Lien Case. The Disposition Property consists of one tax

parcel totaling 3.12± acres of industrially-zoned land with a 34,000± square foot poured concrete building slab as well as some bituminous concrete paving. A building previously located on the site was demolished in 2011.

The property is identified by MASS DEP as a tier 1A release site with verified soil and groundwater contamination. The Disposition Property has undergone Supplemental Phase II, Supplemental Phase III, and a Release Abatement Measure (RAM) Plan prepared by Nobis Engineering, Inc. with the RAM report dated November, 2013.

#### *2.2.6 Utilities and Other Infrastructure*

The Disposition Property is served with all necessary utilities, including municipal water and sanitary sewer by the Town of Chelmsford, communications by Comcast and Verizon, electricity by the Town and natural gas by National Grid.

#### *2.2.7 Easements*

The recorded site plan (Middlesex North Registry of Deeds Plan Book 105 Plan 14) indicates a 20' wide right-of-way providing access from Katrina Road directly to the northeasterly side of the property. The deed for the Disposition Property references this right-of-way as a 20' Water Easement as shown in Middlesex North Plan Book 116, Page 81A. This right-of-way is a paved roadway which runs immediately to the rear of the neighboring property at 11 Katrina Road.

### **2.3 Land Use Regulations**

#### *2.3.1 Existing Zoning*

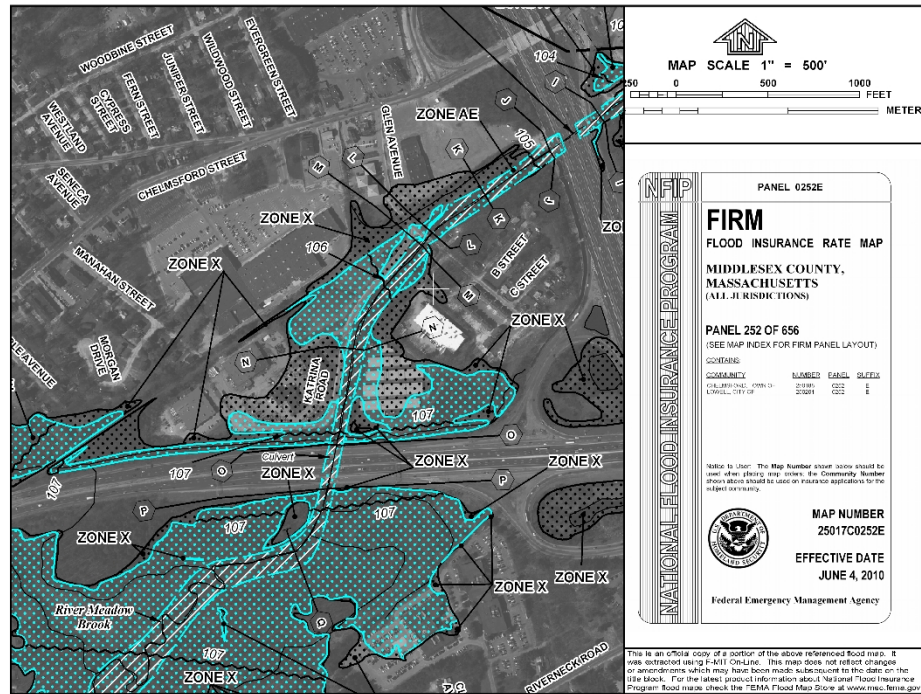
The Property is located entirely within the Industrial A (IA) zoning district. The Disposition Property is also located within the Zone II Aquifer Protection District. The Zoning By-Laws provides a list of uses allowed by right in the IA district that include, but are not limited to, religious, educational, day care, professional or business offices, medical office/center, animal clinic or hospital, cell tower, light manufacturing, contractor's shop/yard with indoor storage, research and development, and storage or warehousing. Light manufacturing includes fabrication, assembly, processing, finishing work, and packaging. Uses allowed by Special Permit in the IA district include outdoor contractor's yard, self-storage mini-warehouse, medical clinic, municipal garage, storage or repair shop and hospital.

The location of the site within the Zone II Aquifer Protection District limits or excludes the use of certain chemicals yet does not significantly impair the property's utility.

#### *2.3.2 Flood Plain*

According to the Community Panel #25017C0252E, dated June 4, 2010, the majority of the Property is outside of the flood plain. Limited areas of the easterly, southerly and southeasterly side of the site appear to be located within FIRM Zone X (black

stipples), which indicates areas of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. A limited area of the northeasterly side of the site appears to be located within FIRM Zone AE, which indicates areas of 100-year-event flooding.



### 2.3.3 Chapter 43D Expedited Permitting

The Property was approved as a Priority Development Site (PDS) by the Interagency Permitting Board on December 17, 2008. The law requires that all decisions are rendered by each issuing authority within 180 days, including wetlands decisions issued by the Conservation Commission, Special Permits issued by the ZBA and/or Planning Board, Site Plan Review issued by the Planning Board, Flammable Materials License issued by the Fire Chief, and any of the other listed permit decisions. Chapter 43D is in the Town Code's Accepted Statutes and Acts as "Expedited permitting" (Ch. 43D Allows Town to designate priority development sites and confers eligibility for technical assistance funding).

## 2.4 Environmental Conditions

#### 2.4.1 Assessment of Previous Contamination

The Site is designated as a Massachusetts Contingency Plan (MCP) Public Involvement Plan site. The Disposal “Site” comprises the “Property” located at 27 Katrina Road under Release Tracking Numbers (RTNs) 3-2222 and 3-00125, along with downgradient properties, including the Town of Chelmsford Riverneck Road water supply wells No. 1 and No. 2, located approximately 2,200 feet southeast of the

Site Property. The Site is located within a Zone II aquifer protection area.

Subsurface investigations have been conducted at the Site from 1987 to 2013. As part of the Phase I Initial Site Investigation and Tier Classification in 1989, the Disposal Site was classified as “Tier IA”. Remediation using in-situ chemical oxidation and in-situ bioremediation has been deemed as a feasible option to address source removal and reduction of Chlorinated Volatile Organic Compounds (CVOCs), petroleum hydrocarbons, possible dense non-aqueous phase liquid (DNAPL) and metals impacts to Site soil and groundwater.

In the early 1990s, DEP contracted with Wehran Engineering to install groundwater monitoring wells south of the site, across from Interstate 495, and within the Town’s municipal wellfield to track the contamination back to the former STC facility. In 2002, DEP contracted with Brown and Cauldwell to prepare a Phase III report for the site. The report was finalized in March 2003. In 2007 and 2008, DEP contracted again with Brown and Cauldwell to perform a year’s worth of quarterly groundwater sampling of select monitoring wells on and off-property to determine contaminant concentrations and trends..

Nobis Engineering, Inc. is currently contracted for services for assessment, remediation alternatives and remedial pilot testing. The firm has prepared the following documentation and plans:

- Supplemental Phase II Comprehensive Site Assessment, of November 21, 2012,
- Supplemental Phase III Identification, Evaluation and Selection of Remedial Action Alternatives and Remedial Action Plan, of December 11, 2012
- Release Abatement Measure (RAM) Plan, of November 13, 2013
- Release Abatement Measure closure report (pending)

The Supplemental Phase III Identification, Evaluation and Selection of Comprehensive Remedial Action Alternatives and Remedial Action Plan was submitted to Massachusetts DEP and includes the selection of in-situ chemical oxidation (ISCO) and in-situ bioremediation (ISB) as components of the remedial action alternative (RAA) for the Subject Property. Along with summarizing results of recent site activities, including a bench scale treatability study and subsurface investigations, Nobis Engineering, Inc. implemented the remedial pilot testing at the site proposed in the RAM Plan.

#### *2.4.3 Wetlands*

As indicated on the map below, there are no wetlands in the Property, but the 50- and 100-foot wetland resource buffer areas do fall across the northeastern side of the parcel. Activities within the buffer areas are regulated by the Town of Chelmsford’s Wetlands Bylaw and the State Department of Environmental Protection’s (DEP) Wetlands Protection Act. The DEP regulations require that work within 100 feet of a

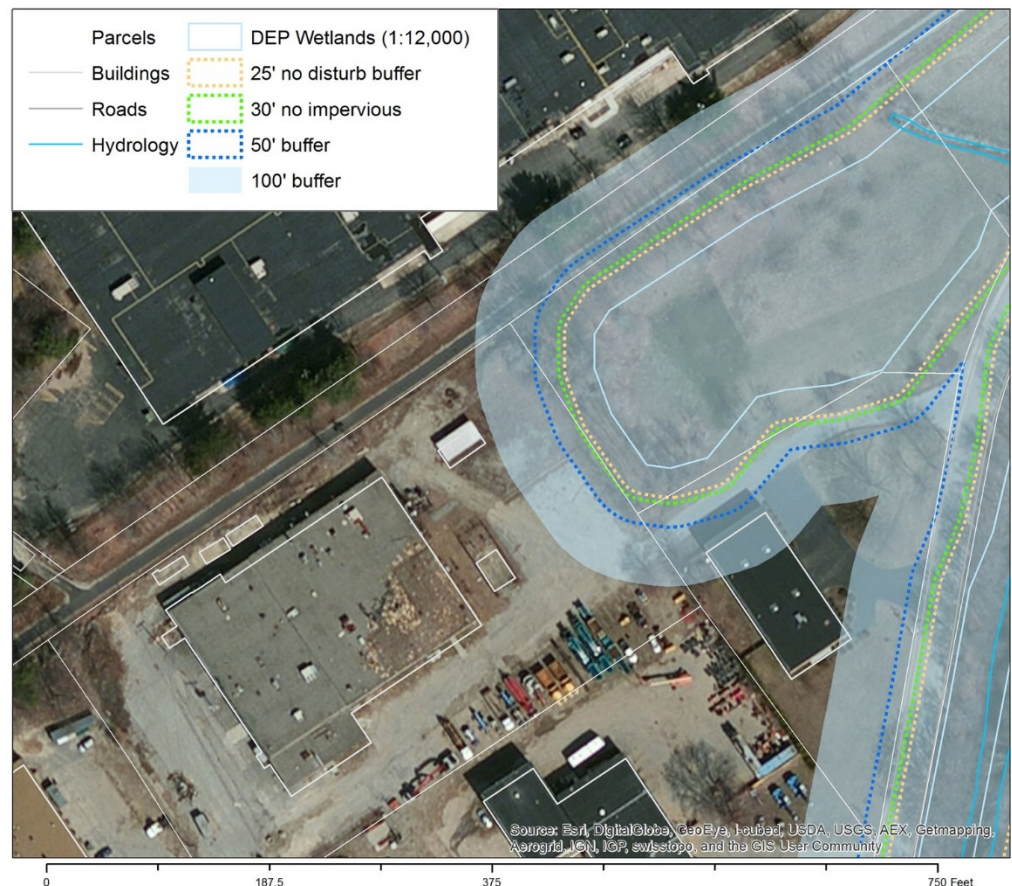


bordering vegetated wetland must submit a Request for a Determination of Applicability to the Chelmsford Conservation Commission. Work outside the 100-foot buffer zone surrounding bordering vegetated wetlands can proceed without preconstruction review.

The land use limitations in the Town's Bylaw within the wetland buffer include the following provisions:

- Within the 100-foot buffer, no waste products, liquid or solid pollutants, stumps, slash, construction materials, or others shall be deposited or discharged, and
- Within the 50-foot buffer, no permanent foundations shall be constructed.

To qualify for a simplified review, work in the buffer zone must be outside of and more than 50 feet from a resource area and located away from other sensitive areas, incorporate stormwater management, and provide erosion controls during construction.



## 2.5 Town Goals

The Town's goal is for the Property be privately-owned land. The acceptable uses are those that conform to the general development of the immediate vicinity. Residential



uses will not be considered in conformance with the development in the immediate vicinity.

The value of the land may be such that sale of the Property will fund the costs associated with all or part of the required remediation and subsequent monitoring (estimated as \$1.3 million). The proposal that is closest to meeting the costs of remediation and monitoring will be considered most advantageous. Nevertheless, incentives as described below may be available to the successful Property owner.

## **2.6 Financial Support for Redevelopment**

### ***2.6.1 Tax Increment Financing***

Massachusetts' Tax Increment Financing (TIF) and the Economic Development Incentive Program (EDIP) allows the Town of Chelmsford and the State, respectively, to provide flexible, targeted incentives to stimulate job-creating development.

The Town of Chelmsford has previous experience with TIF Zones and is interested in providing a plan for job-creating development, if possible. With the TIF, the developer must pay the full base tax rate value, but may be eligible for exemption from property taxation on all or part of the increased value accrued as a result of development. The TIF Plan must describe proposed public and private investment in the TIF Zone, and must be agreed upon by the municipality and all the private owners in the TIF Zone. The municipality and the prospective Certified Project candidate agree to a property tax exemption based on a percentage of the value added through new construction or significant improvement for a period of no less than five and no more than twenty years.

## **3. Proposal Requirements**

### **3.1 Submissions**

The proposals submitted in response to this RFP shall be provided in hard copy and electronic format and shall include the following elements.

### **3.2 Developer Description**

The proposal must include a description of the development team, the individuals and organizations to be involved in the development, and their experience. The development team may include, without limitation, a development manager, operator, architect, contractor, engineers, consultants, lenders and investors.

### **3.3 Development Concept**

The proposal must include a detailed description of the development concept for the Disposition Property and its improvements, including but not limited to:

- Proposed uses for the Disposition Property and projected total square footage by use.
  - Discussion of the physical plan and building character of the project.
  - Discussion of environmental impacts, during the construction and operating phases of the project. Mitigation should be proposed as necessary.
- Description of the benefits and possible impacts of the project to the surrounding area and to the Town of Chelmsford including, without limitation, discussion of:
  - A description of any community impacts associated with the development including both job and fiscal impacts.
  - Any other local and regional benefits associated with the proposed development.
- Review of the ways in which the proposal satisfies existing zoning.

### **3.4 Conceptual Design Drawings**

If modifications are to be made to the Disposition Property, the proposal must include a 1"=20' site plan that describes conceptual site improvements, parking layout, and number of parking spaces.

If no modifications are proposed, the proposal must include a description and plan that specifies the intended uses of the Property.

### **3.5 Implementation and Project Timetable**

The proposal must include a description of how the development concept will be implemented, including but not limited to:

1. Detailed development schedule for all elements of the plan, including key milestones and projected completion/occupancy timeframes.
2. Discussion of the Proposer's assumptions regarding remediation of hazardous materials on the Disposition Property.
3. Outline of required land use, environmental, operational and other governmental or regulatory approvals, including land use, zoning, development and environmental permits. The Proposer should provide a schedule for securing approvals as part of the proposal.
4. Provide a schedule for securing approvals for financial commitment.

### **3.6 Management Plan**

If the program includes for-lease uses, the proposal must include a plan for the ongoing management of the developed facilities, including proposed operators, their experience, and at least three (3) references.

### **3.7 Financial Proposal and Business Terms**

A refundable deposit of \$30,000 will be required upon execution of a Land Disposition Agreement. [See also *Developer Designation*, sec 4.2.1]

### **3.8 Project Financing and Financial Analysis**

The proposal must include:

1. A detailed statement of the proposed method of financing for both construction and permanent loans, if applicable.
2. Letter of interest from both construction and permanent lenders, if applicable.
3. A description of the entity funding predevelopment and permanent costs associated with the project, and demonstration of its Town to fund such costs.
4. Demonstration of the market feasibility of the proposed development.

The financial analysis provided in this section must be sufficient to demonstrate the financial feasibility of the proposal.

### **3.9 Financial Qualifications**

The proposal must include evidence of the financial status of the Proposer, demonstrating the financial strength to carry out the proposed development. This shall include current audited financial statements for two (2) years for each Management Entity and Principal or Controlling Entity.

Credit Reference Authorization must be submitted for each individual owner/mortgagor/general partner/guarantor (submit Financial Statement and Credit Release form). Individual financial statements will be required to the extent that corporate statements are not sufficient to determine whether a particular developer will have the financial capability to obtain the necessary financing. Personal financial statements will be kept confidential to the extent possible.

If the General Contractor is preselected, the General Contractor's financial capability will be evaluated as well. Audited financial statements for the past two years will be required from the proposed contractor.

### **3.10 Additional Items**

Any responder may supplement its proposal with exhibits or attachments to help the Town of Chelmsford in its evaluation of the proposal. Such information may or may not be reviewed by the Town of Chelmsford, at its sole discretion. The Town of

Chelmsford may ask for additional information or refinements for any application submitted.

## 4. Selection Process

### 4.1 Selection Criteria

All complete proposals received by the submission deadline that meet threshold conditions will be evaluated in accordance with criteria and a rating system as listed below.

#### 4.1.1 Threshold Conditions

To be considered for selection, a proposal must meet the following conditions:

**Financial Capability** – The proposal must indicate a commitment and contain supporting documentation that clearly indicate the capability, financial self-sufficiency, and qualifications needed to redevelop the Disposition Property without being contingent upon the use of Town of Chelmsford funds or subsidies, or the contingent and necessary reliance on government resources, loans or grants that cannot be guaranteed.

**Readiness to Proceed and Complete** – The proposal must provide a commitment and redevelopment approach to encompass reuse of the entire site and all proposed building elements in a single phase to be completed within 3 years of execution of the Land Disposition Agreement.

**Ownership** – Only proposals for fee-simple acquisition will be considered.

#### 4.1.2 Proposal Rating

For those proposals that meet the threshold condition, the Town of Chelmsford will use the following criteria and rating system to evaluate submissions. The Town of Chelmsford will assign rankings in the following manner – highly advantageous, advantageous, non-advantageous, or disadvantageous. These ratings will then be used to assign a composite rating to each proposal. The following is a description of the ratings for each category:

CRITERIA	BASIS OF MEASUREMENT	RATING
A. QUALIFICATIONS OF THE DEVELOPER AND DEVELOPMENT TEAM		
<p>1. <b><u>Development Capabilities:</u></b> The developer and the development team must demonstrate that they are qualified and capable to fully accomplish the project.</p> <p>2. <b><u>Timely Development:</u></b> The development team should</p>	<p>1. Financial application forms and project experience for undertaking and completing the entire project.</p> <p>2. The quality of the development team's reputation and references, particularly in terms of its regulatory track record,</p>	<p>HIGHLY ADVANTAGEOUS</p> <p>All the development team members are identified and fully qualified for all aspects of the project, and the developer has repeatedly demonstrated superior financial and technical capability to accomplish developments similar to this within budget and schedule.</p>

<p>demonstrate that they are capable to proceed with development as soon as possible, encompassing the entire existing site and improvements in a single phase, and concluding in a timely fashion.</p>	<p>environmental compliance and ability to complete projects as proposed.</p> <p>3. Project schedule and associated commitments</p>	<p>ADVANTAGEOUS</p> <p>The development team members are identified and well qualified for key aspects of the project, and the developer has demonstrated good financial and technical capability to timely accomplish developments similar to this.</p> <p>NON-ADVANTAGEOUS</p> <p>The development team members are identified and qualified for aspects of the project but is not complete and is missing key aspects, or the developer has not clearly demonstrated financial and technical capability to accomplish developments similar to this.</p> <p>UNACCEPTABLE</p> <p>The development team members are not identified or are not qualified for key aspects of the project, or the developer is unable to demonstrate the capability to accomplish a development like this.</p>
---	---	--



CRITERIA	BASIS OF MEASUREMENT	RATING
<b>B. FINANCIAL BENEFIT AND SELF-SUFFICIENCY</b>		
<p>1. <u>Direct Economic Value:</u> Development should provide direct value through the purchase price of the site and/or direct economic benefits such as tax base enhancements or other economic contributions, relative to other proposals that similarly accomplish all other criteria.</p> <p>2. <u>Indirect Economic Value:</u> The use of the site should benefit Town's economy through the jobs and salaries associated with it.</p> <p>3. <u>Completion of Site Remediation:</u> Under the proposal, the site is remediated in a complete and timely fashion.</p>	<p>1. The net present value of the purchase price to the Town of Chelmsford. This will be computed on the basis of timing of projected payments and projected costs to be incurred by the Town of Chelmsford as a result of the terms of the proposal.</p> <p>2. The net value to the Town in terms of direct fiscal benefits such as taxes.</p> <p>3. The demonstrated indirect value contributed to the local economy.</p> <p>4. The financing of the site remediation is within budget and the remedial actions are completed within a specified schedule.</p>	<p>HIGHLY ADVANTAGEOUS</p> <p>The proposal provides high direct and indirect benefits to the Town of Chelmsford and the community. The project includes enhanced quality, direct and/or indirect economic benefits to the Town of Chelmsford. The project includes a schedule that completes the required site remediation in the near term.</p> <p>ADVANTAGEOUS</p> <p>The proposal provides high indirect benefits and moderate direct benefits to the Town of Chelmsford and the community. The project includes enhanced quality, direct and/or indirect economic benefits to the Town of Chelmsford. The project includes a schedule that completes the required site remediation.</p> <p>NON-ADVANTAGEOUS</p> <p>The proposal provides moderate indirect, no direct benefits to the Town of Chelmsford and the community, and long-term remediation of the site.</p> <p>UNACCEPTABLE</p> <p>The proposal does not provide direct or indirect economic benefits for the Town of Chelmsford and the community, or complete remediation</p>
<b>C. QUALITY OF THE PROPOSED DEVELOPMENT</b>		
<p>1. <u>Proposed Uses</u> - The proposal shows how all new use(s) comply with the applicable regulations.</p> <p>2. <u>Building Character</u> - The proposal shows how the new construction complies with the applicable regulations.</p> <p>3. <u>Site Character</u> - The proposed site improvements are appropriate for the industrial qualities of this place.</p>	<p>1. Plans, drawings and associated design commitments in relation to the applicable regulations.</p> <p>2. Proposals and commitments regarding on- and off-site improvements.</p>	<p>HIGHLY ADVANTAGEOUS</p> <p>Compliance with all regulations</p> <p>ADVANTAGEOUS</p> <p>Compliance with most regulations.</p> <p>NON-ADVANTAGEOUS</p> <p>Significant non-compliance with applicable regulations.</p> <p>UNACCEPTABLE</p> <p>Non-compliance with all regulations.</p>

CRITERIA	BASIS OF MEASUREMENT	RATING

## 4.2 Selection and Disposition Process

The Town of Chelmsford will review proposals and select a Developer with whom to negotiate a Land Disposition Agreement. After an initial review of proposals, the Town of Chelmsford may ask for additional information and request interviews with candidates before making its designation.

While the financial aspects of a proposal are very important to the selection of a Developer, the Town of Chelmsford will consider all the selection criteria and is not obligated to select the “highest bidder” if another proposal better satisfies the selection criteria and other requirements of this RFP as a whole.

### 4.2.1 Developer Designation

The following legal format for designating the Developer and assuring ongoing Developer responsibilities will be followed:

- Letter of Intent: A Letter of Intent will be signed upon the selection of a Designated Developer. This will be a simple document reflecting price and terms of the deal.
- Land Disposition Agreement: This document will be signed after completion of the due diligence period for the Developer, and will list and define all the Terms and Conditions of the development of the property. The Land Disposition Agreement will include mutually agreed upon dates, among others, for the Designated Developer to obtain a financing commitment, close on the acquisition, and begin construction.
- Purchase and Sales Agreement: This document will be signed after permitting on the project is complete and will outline the terms of the sale.
- Deed: This will be finalized after all permits and working drawings are completed, and after the financing of the project is closed. This will be the document that will survive the closing and contain ongoing historic, maintenance and other obligations. The Land Disposition Agreement (LDA) will be attached to the Deed.

### 4.2.2 Business Terms

- Purchase Price for Property: High price proposals will receive favorable ratings. The purchase price, however, is only one of many considerations in determining the best-qualified proposal. If an applicant believes that there is a funding shortfall with a \$0 acquisition price, then this should be indicated as well as the amount of the shortfall and what financial, programmatic and other measures might be taken to make the development more feasible.



The following chart summarizes additional deposits and terms that will be required of Applicants and the Designated Developer.

<b>Fee/Deposit Requested</b>	<b>Amount Due</b>	<b>Refund Terms</b>
Signing of Letter of Intent with Designated Developer	\$30,000	Refundable and applied to purchase price
Signing of Land Disposition Agreement with Designated Developer	\$30,000	Refundable and applied to purchase price.

#### *4.2.3 Other Conditions, Terms and Limitations*

This Request for Proposals is subject to the specific conditions, terms and limitations stated below that will be incorporated and expanded upon in the Letter of Intent and the Land Disposition Agreement. Counsel for the Town of Chelmsford and the Designated Developer will need to agree to these terms in substantially the same form as written below. Any questions or problems with these terms should be raised through written questions submitted to the Town of Chelmsford or raised at the Pre-Bid Conference.

- a. The Disposition Property is to be conveyed in its “as is” condition. The Town of Chelmsford itself makes no representation as to the physical condition of the site.
- b. It is the successful bidder’s responsibility to determine and verify all title information pertaining to the Disposition Property. The Town of Chelmsford will deliver the property with good and clear marketable title.
- c. The Town of Chelmsford makes no representation as to the fitness of the property for any proposed use, the suitability of the property for any particular purpose, or as to the ability of the Bidder to obtain any necessary permits or approvals relating to the property.
- d. The Town of Chelmsford has completed a survey of the property, a copy of which is provided under separate cover. The Buyer, at its cost, shall be responsible for amending the survey, if necessary, for any additional purposes.
- e. The Town of Chelmsford may extend the date of the closing at Buyer’s request upon terms and conditions to be set by the Town of Chelmsford. All approvals, permits, financial closing, and other requirements must be completed prior to closing on the Deed.
- f. Survey, environmental assessments, structural reports and other due diligence materials will be provided through the RFP. It is assumed that buyers will be undertaking due diligence while putting together submission proposals.

- g. Rights, Remedies and Procedures in the event of a breach by buyer will be incorporated in the contracts.
- h. The proposed project shall conform to, and be subject to, the provisions of all other applicable laws, regulations, and ordinances of Federal, State and Town authorities having jurisdiction as amended from time to time.
- i. The selection of a Designated Developer will depend on satisfying the additional documentation and review requirements described in this RFP and will be subject to the selection criteria described in Section 4.1 above.
- j. No transaction will be consummated if any principal of any selected developer is in arrears or in default upon any debt, lease, contract or obligation to the Town of Chelmsford, including without limitation, real estate taxes and any other municipal liens or charges. The Town of Chelmsford reserves the right not to review any proposal by any such applicant.
- k. The Town of Chelmsford is not obligated to pay, nor shall in fact pay, any costs or losses incurred by any applicant at any time including the cost of responding to the RFP.
- l. This RFP does not represent any obligation or agreement whatsoever on the part of the Town of Chelmsford.
- m. Selection of an applicant's proposal will not create any rights on the applicant's part, including, without limitation, rights of enforcement, equity or reimbursement, until all related documents are fully executed and approved by the Town of Chelmsford.
- n. The Town of Chelmsford reserves the right, in its sole discretion, to reject at any time any or all proposals, to withdraw the RFP, and to negotiate with one or more applicants.
- o. All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any applicant, will be within the sole discretion of the Town of Chelmsford.
- p. This RFP, and any agreement resulting there from, are subject to all applicable laws, rules and regulations promulgated by any Federal, State, or municipal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
- q. Acceptance of Bid shall be subject to vote of the Town of Chelmsford.
- r. Contract terms will also include provisions for access to the property, insurance requirements for access to the property, buyer default provisions, and other potential terms and conditions as mutually agreed upon.

## **6. Submission Deadline**

To comply with this RFP, three (3) complete hard copies and one electronic file (Adobe .pdf format) copy of each proposal must be received by Town of Chelmsford at the following address on or before 3:00 p.m., August 15, 2014:

Town of Chelmsford  
Town Manager



50 Billerica Road  
Chelmsford, MA 01824

Envelopes should be marked as follows:

“Proposal for the Acquisition of Town of Chelmsford Disposition Property,  
Do not open until 3:00 p.m., August 15, 2014”

Proposals received by the Town of Chelmsford later than the stated deadline will be deemed non-responsive and will be rejected. Telecopied or electronically mailed (e-mailed) proposals will be deemed non-responsive and will be rejected.

Proposals will be opened after the deadline in the offices of the Town of Chelmsford. These guidelines will be strictly enforced. Proposers are cautioned to hand deliver their proposals to or to allow sufficient time for their proposals to be received by the Town of Chelmsford prior to the deadline.

#### **Requests for Additional Information**

Bidders may submit questions in writing no later than 3:00 p.m. on July 31, 2014. Answers to questions will be provided in writing (email) to all respondents who have registered their email address. Written responses will be provided no later than 1 week prior to the submission date. If the Town of Chelmsford changes the information in this Invitation to Bid, the information will be distributed on the Town’s website in the form of an addendum. Questions and requests for available documents may be sent or e-mailed to the following address:

Community Development Director  
Town of Chelmsford  
50 Billerica Road  
Chelmsford, Massachusetts 01824  
Fax: 978-250-5252  
ebelansky@townofchelmsford.us

#### **Available Documents**

The following documents are available from the Town’s website or the Town’s Community Development Director:

- Supplemental Phase II Comprehensive Site Assessment, prepared by Nobis Engineering, November 21, 2012
- Supplemental Phase III Identification, Evaluation and Selection of Remedial Action Alternatives and Remedial Action Plan, prepared by Nobis Engineering, December 11, 2012
- Release Abatement Measure Plan, prepared by Nobis Engineering, November 13, 2013

- Real Estate Appraisal Report, prepared by Petersen LaChance Regan Pino, LLC, July 1, 2013
- Letter on Evaluation of Development Potential, prepared by Hancock Associates, June 24, 2009
- Town of Chelmsford Zoning, Subdivision, and Wetland Regulations  
<http://www.townofchelmsford.us/index.aspx?nid=358>

The MassDEP files related to the assessment and remediation of this site are available from the following links:

(<http://public.dep.state.ma.us/SearchableSites2/Search.aspx>)

- [BWSC108 Comp. Res. Action Transmittal Form And Phase I - 418](#) 11/26/2012 [Phase II-STC-NOV 2012.pdf](#)
- [BWSC108 Comp. Res. Action Transmittal Form And Phase I - 418](#) 12/11/2012 [Supplemental Phase III-Former STC Property-Dec 2012.pdf](#)
- [BWSC106 Release Abatement Measure Transmittal Form- 243](#) 11/13/2013 [RAM Plan-STC Chelmsford-November 2013.pdf](#)
- CORRESPONDENCE 10/17/2002 [3-002222-CORRESPONDENCE.PDF](#)
- DRAFT IMMEDIATE RESPONSE ACTION PLAN 12/2/2002 [3-002222-DRAFT IMMEDIATE RESPONSE ACTION PLAN-2002-12-02.PDF](#)
- IMMEDIATE RESPONSE ACTION 120 -DAY STATUS REPORT 2/13/2003 [3-002222-IMMEDIATE RESPONSE ACTION 120-DAY STATUS REPORT-2003-02-13.PDF](#)
- [BWSC103 Release Notification Form for 120 Day Reporting- 471](#) 8/9/2011
- [BWSC101 Release Log Form- 191](#) 8/10/2011
- [BWSC106 Release Abatement Measure Transmittal Form- 243](#) 8/22/2011 [STC Chelmsford- RAM Plan-PCBs-Aug 2011.pdf](#)
- [BWSC112 Bill of Lading- 472](#) 10/20/2011 [Soil Stockpile lab reports.pdf](#)
- [BWSC102 Release Amendment Form- 141](#) 11/29/2011

- [BWSC106 Release Abatement Measure Transmittal Form- 243](#)
- [BWSC106 Release Abatement Measure Transmittal Form- 243](#) 12/19/2011 [STC Chelmsford- RAM Status- Dec 2011.pdf](#)
  - [BWSC112 Bill of Lading- 472](#) 1/7/2012 [Memorandum-Disposal Characterization Data-RTN 3-30213.pdf](#)
  - [BWSC112 Bill of Lading- 472](#) 1/23/2012
    - > [BWSC112 A Bill of Lading - 473](#)
    - > [BWSC112 B Bill of Lading- 474](#)
  - [BWSC126 Miscellaneous Document Transmittal Form- 470](#) 1/31/2012 [Errata Sheet-BWSC-112A.pdf](#)
  - [BWSC106 Release Abatement Measure Transmittal Form- 243](#) 2/10/2012 [STC RAMC adherence to TSCA.pdf](#)  
[STC Chelmsford- RAMC Feb 2012.pdf](#)
  - [BWSC104 Response Action Outcome Transmittal Form- 281](#) 4/5/2012 [STC RAO adherence to TSCA.pdf](#)  
[STC PCB Soil-Class A-2 RAO- FINAL-APRIL 5-2012.pdf](#)

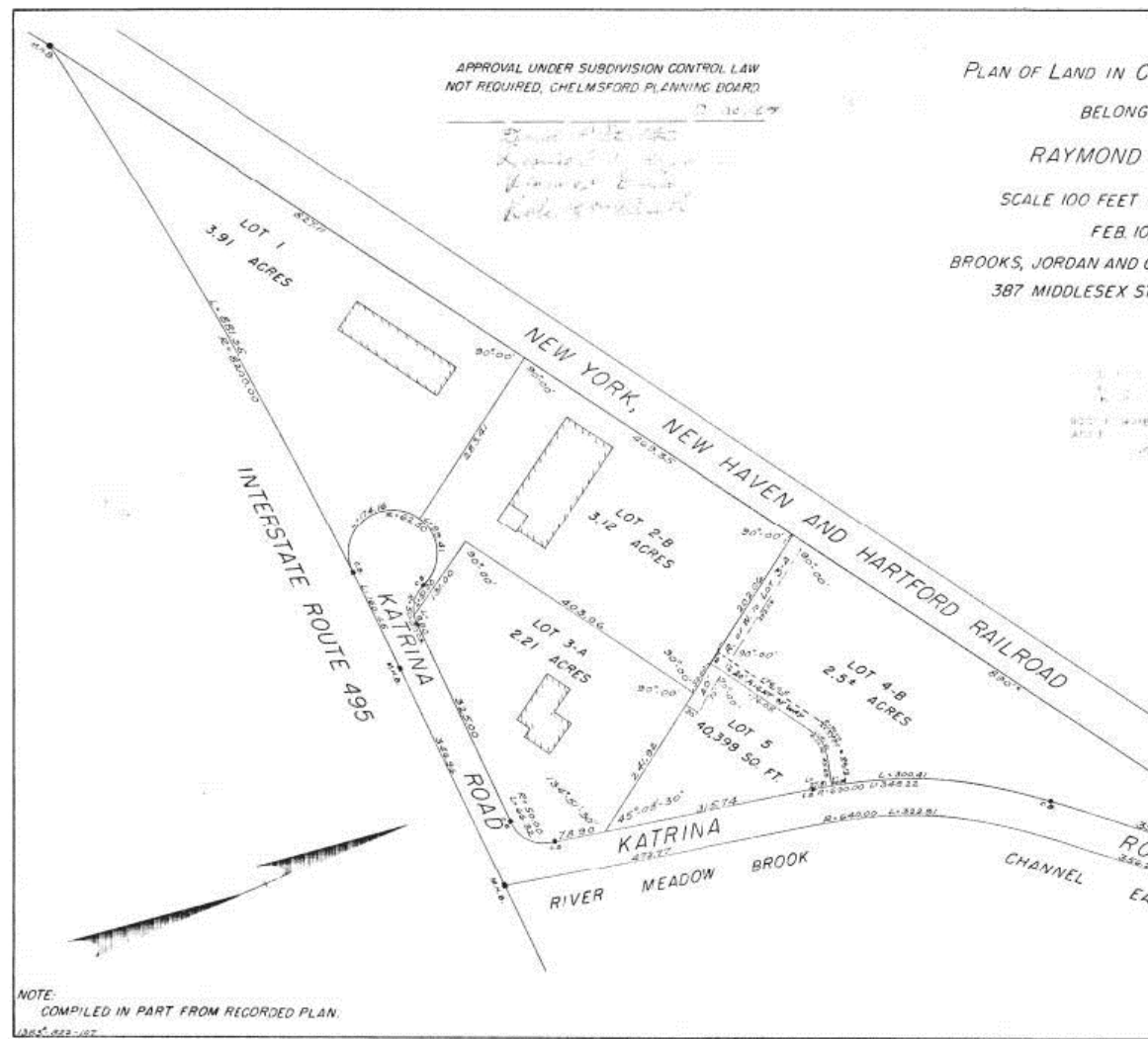


Figure 1: Recorded Plan of Land

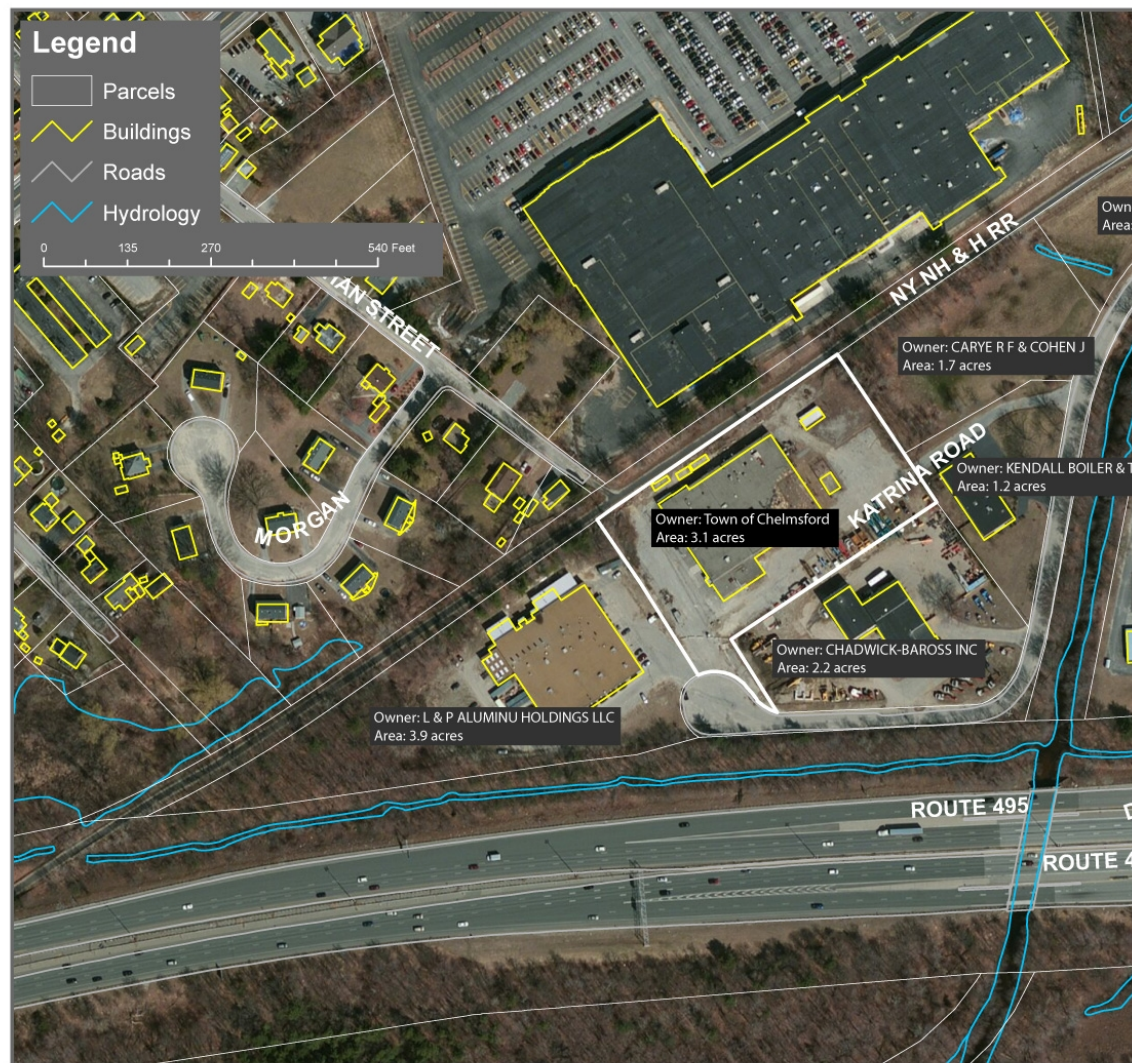


Figure 2: Site Context





Figure 3: Area Context



Figure 4: Areas Designated for Proposed Treatment



Figure 5: Fit Study

Katrina Road, Chelmsford

## INDUSTRIAL BUILDING FIT STUDY

### ASSUMPTIONS

- Maintain current zoning of IA-Limited Industrial use
- Building and parking areas to avoid Proposed Treatment Area from Nobis plan, May 2014 "Former STC Property Updated Injection Plan" (shown here in pink)

### RELATED ZONING REQUIREMENTS

- Source: Study by Hancock Associates, June 24, 2009
- Setbacks side yard 40 feet, rear yard 30 feet, front yard (street-facing) 40 feet.

- Maximum building coverage 40% = 54,000 SF
- Maximum FAR 0.45 = 60,000 SF
- Parking requirement: 2 spaces per 1,000 net SF

### RESULTS

- Approx. 40,000 SF building, single-story industrial
- Based on gross square feet, 80 parking spaces required at 2/1000, 9' wide each. Actual requirement would be less because it would be based on net SF. Approximately 80 spaces provided.
- 2 entry points provided.



## **CERTIFICATE OF NON-COLLUSION**

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.

---

(Signature)

---

(Name of person signing proposal)

---

(Name of business)

## ATTESTATION REGARDING FILING OF TAX RETURNS

TO: Town Administrator

Pursuant to M.G.L. ch. 62C, § 49A, I certify under the penalties of perjury that the undersigned Developer, to the best of his/her knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

---

Social Security Number or  
Federal Identification Number

---

Signature of Individual or Officer

---

Date

---

Name of Corporation



**DISCLOSURE STATEMENT ACQUISITION OR DISPOSITION OF  
REAL PROPERTY**

For acquisition or disposition of Real Property by \_\_\_\_\_ the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

(1) REAL PROPERTY DESCRIPTION:

(2) TYPE OF TRANSACTION:

(3) SELLER or LESSOR:

(4) BUYER or LESSEE.

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME
RESIDENCE

(6) None of the above mentioned persons is an employee of the Town of Chelmsford or an official elected to public office in the Commonwealth except as listed below.

(7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions

to items 3 and or 4 of this form will require filing a new disclosure with the Town of Chelmsford within thirty (30) days following the change or addition.

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_