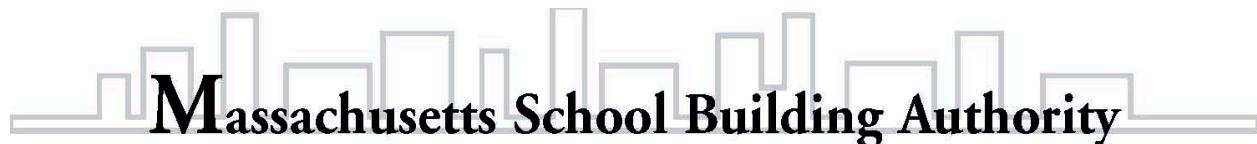




**Select Board**

**Meeting Packet**

**January 13, 2026**



**Deborah B. Goldberg**  
*Chair, State Treasurer*

**James A. MacDonald**  
*Chief Executive Officer*

**Mary L. Pichetti**  
*Executive Director / Deputy CEO*

January 5, 2026

Mr. Benjamin Zoll, Chair  
Milton Select Board  
525 Canton Avenue  
Milton, MA 02186

Re: Town of Milton, Cunningham Elementary School

Dear Mr. Zoll:

I would like to thank representatives of the Town of Milton (the “District”) for meeting with Massachusetts School Building Authority (the “MSBA”) staff on October 20, 2025, and December 1, 2025, to review and discuss enrollment projections and methodologies for the Cunningham Elementary School project (the “Proposed Project”), and for the follow-up materials provided on October 28, 2025. As discussed, the next critical step is for the MSBA and the District to agree on a study enrollment for the Proposed Project.

The MSBA works with local communities to create affordable, sustainable, and energy-efficient schools across Massachusetts. A critical early component in achieving these objectives begins with an appropriate design enrollment that positions the District to efficiently meet space capacity needs throughout potential future enrollment variations.

The MSBA uses a data-driven enrollment projection methodology based on the widely accepted modified grade-to-grade cohort survival methodology (the “enrollment methodology”). The MSBA’s enrollment methodology generates a baseline enrollment projection, as discussed during the enrollment meetings on October 20, 2025, as well as December 1, 2025 and December 31, 2025, and as further described on the MSBA’s website, found under the ‘Building With Us’ MSBA Enrollment Methodology’ section.

Based on information supplied by and discussions with the District, as well as data from sources such as the Department of Elementary and Secondary Education (“DESE”) and the Department of Public Health, the MSBA has been able to create an enrollment projection for the Proposed Project as follows.

The Cunningham Elementary School is one of four elementary schools in the District, co-located with Collicot Elementary School, and serves students in grades PreK-5. The Charles S. Pierce Middle School is the District’s only middle school and serves grades 6-8. The MSBA understands that, in addition to the current PreK-5 configuration at Cunningham Elementary School, the District would like its Feasibility Study to examine the potential for an additional

elementary school serving PreK-5. The District would also like its Feasibility Study to examine the potential for an additional middle school serving grades 7-8 and district-wide PreK. The MSBA understands that the middle school option would allow the four elementary schools to reconfigure from serving grades PreK-5 to serving grades K-4 and would allow the Charles S. Pierce Middle School to reconfigure from serving grades 6-8 to serving grades 5-6. As discussed, PreK enrollment is not included in these projections, with the required space to be determined during the feasibility study phase of the MSBA process, at the time of review of the District's proposed educational space program for the project.

Accordingly, this analysis will focus on enrollment projections for the District's grades K-5 and grades 7-8. The table below illustrates the District's K-12 enrollment over the most recent 10-year period, including the 2025-2026 school year, as reported to DESE.

School Year	K-5	6-8	9-12	7-8	Total
2016-17	2,111	915	988	588	4,014
2017-18	2,150	914	1,013	591	4,077
2018-19	2,174	935	1,022	594	4,131
2019-20	2,257	979	1,051	628	4,287
2020-21	2,177	957	1,118	613	4,252
2021-22	2,205	928	1,098	607	4,231
2022-23	2,173	956	1,055	591	4,184
2023-24	2,149	960	1,083	608	4,192
2024-25	2,177	1,002	1,074	662	4,253
2025-26	2,147	986	1,112	643	4,245

A version of the above table with more detail regarding the District's historic enrollment can also be found in the District's Enrollment Projection package.

The total K-5 enrollment in the Town of Milton, as reported by DESE for the 2025-2026 school year, was 2,147 students, reflecting a decrease of 110 students (-4.9%) from the maximum reported over the preceding 10 years. Additionally, the 2025-2026 grade K-5 enrollment reflects a 25-student decrease (-1.2%) from the average enrollment over the preceding 10-year period.

The total grade 7-8 enrollment in the Town of Milton, as reported by DESE for the 2025-2026 school year, was 643 students, reflecting a decrease of 19 students (-2.9%) from the maximum enrollment reported over the preceding 10 years. Additionally, the 2025-2026 grade 7-8 enrollment reflects a 31-student increase (5.0%) from the average enrollment reported over the preceding ten-year period. The MSBA understands that the District is proposing enrollment to accommodate 629 students in grades 7-8 at an additional middle school serving students in grades 7-8 and PreK.

With respect to future enrollments, the MSBA's base enrollment projection indicates that the District's K-12 enrollment will remain stable throughout the 2035-2036 school year. In accordance with the MSBA's Enrollment Methodology, the base enrollment is calculated using the ten-year average of projected enrollments. As such, the average base enrollment projections for a Proposed Project through the 2035-2036 school year are as follows:

- District-wide grade K-5 base enrollment projection: 2,145
- District-wide proposed grade 7-8 base enrollment projection: 610

As a result of a sensitivity analysis performed by the MSBA on this base enrollment projection and further discussion with the District, the following adjustments have been made to the base enrollment projection:

#### Student Migration

- The MSBA's default methodology projects enrollment utilizing the most recent five-year average grade-to-grade cohort survival ratios.
- In order to account for the recently observed changes in the pattern of grade-to-grade cohort survival ratios, the MSBA has made an adjustment to utilize the most recent three-year average grade-to-grade survival ratios.
- This adjustment added the following number of students to the base enrollment applicable to the Proposed Project, as compared to the projection without the adjustment:
  - Cunningham Elementary School co-located with the Collicot Elementary School Configuration of Grade K-5 enrollment: 5
  - Additional Proposed Elementary School for Grade K-5 enrollment: 5
  - Additional Proposed Middle School for Grade 7-8 enrollment: 15

#### Out-of-District Enrollment

- In order to adjust for fluctuations in the out-of-district enrollment patterns of the District's residents over time, the MSBA has made an additional adjustment to the base enrollment projection.
- In order to make this adjustment, the MSBA adjusted the grade-to-grade survival ratios for grade K-5 enrollment and 7-8 enrollment throughout a four-year period in the projection.
- This adjustment added the following number of students to the base enrollment applicable to the Proposed Project, as compared to the projection without this adjustment:
  - Cunningham Elementary School co-located with the Collicot Elementary School Configuration of Grade K-5 enrollment: 35
  - Additional Proposed Elementary School for Grade K-5 enrollment: 10
  - Additional Proposed Middle School for Grade 7-8 enrollment: 15

#### Development

- Based on the discussions between the District and the MSBA regarding new housing development and additional development information provided by the District, the MSBA enrollment model was adjusted to account for the potential impact of developments that are beyond what is typically experienced in the District.

- This adjustment added the following number of students to the base enrollment as compared to the projection without this adjustment:
  - Cunningham Elementary School co-located with the Collicot Elementary School Configuration of Grade K-5 enrollment: 75
  - Additional Proposed Elementary School for Grade K-5 enrollment: 75
  - Additional Proposed Middle School for Grade 7-8 enrollment: 20

In order to recommend an enrollment for an appropriately sized Proposed Project based on the current grade K-5 configuration at the co-located Cunningham Elementary School and Collicot Elementary School, the MSBA performed a review using the proposed “school use” and capacity information on file with the MSBA for those schools serving grade K-5 enrollments (the “non-project” schools): Glover Elementary School and Tucker Elementary School. This review identified 44 general classrooms (excluding Special Education, Art, Music, and “other”), and, when multiplied by 23 students per classroom, results in space for 1,012 students in the non-project schools identified above. The MSBA understands that year-to-year enrollment fluctuations occur; therefore, a 15% buffer has been applied, resulting in an assumed enrollment of 860 students (rounded to the nearest five students) in the non-project schools.

The review was repeated for the District’s proposed additional elementary school grade K-5 configuration option based on the proposed “school use” and capacity information for the non-project schools serving grade K-5 enrollments: co-located Cunningham Elementary School and Collicot Elementary School, Glover Elementary School, and Tucker Elementary School. This review identified 89 general classrooms (excluding Special Education, Art, Music, and “other”), and, when multiplied by 23 students per classroom, results in space for 2,047 students in the non-project schools identified above. The MSBA understands that year-to-year enrollment fluctuations occur; therefore, a 15% buffer has been applied, resulting in an assumed use of 1,740 students (rounded to the nearest five students) in the non-project schools.

As a result of the analysis of the base enrollment forecast, the historical enrollment trends of the District, the adjustments and assumed school use described above, the MSBA recommends, for planning and study purposes only, the following study enrollments for the Proposed Project:

- Cunningham Elementary School co-located with Collicot Elementary School Configuration Grade K-5 enrollment: 1,400 (plus District PreK)
- Additional Proposed Elementary School for Grade K-5 enrollment: 495 (plus neighborhood PreK)
- Additional Proposed Middle School for Grade 7-8 enrollment: 660 (plus District PreK)

Please note that these study enrollment recommendations do not represent an affirmation by the MSBA for approval and/or funding of any of these options and are intended only to provide a framework to inform the feasibility study, to be conducted as a means of determining the most cost-effective and educationally sound solution, to be agreed upon by the District and the MSBA.

The MSBA’s study enrollment recommendations assume full utilization of all remaining school facilities.

If an additional elementary school or middle school is determined to be the Preferred Solution, the District will be required to document in the Preferred Schematic Report the proposed future use or disposition of any existing spaces vacated or otherwise reprogrammed as a result of the Proposed Project. Furthermore, the MSBA will require the District to submit a written plan, approved by the School Committee and other necessary District officials, describing the process for determining local support for the Proposed Project and the associated reassignment of grades to fully utilize the Proposed Project, along with the impacted schools that will remain in use. The MSBA will require the District to submit a written plan describing the process for determining local support for the preferred enrollment option. Upon approval of the District's Preferred Solution, the MSBA will forward a design enrollment certification that is specific to the grade configuration associated with the approved Preferred Solution.

In support of the District's request to consider an option that considers an additional middle school to serve grades 7-8, and to assess the impact on the use of its existing elementary schools and reconfiguration of the Charles S. Pierce Middle School, the MSBA will participate in the cost of the review and analysis associated with the potential reconfiguration and use of the District's elementary schools and Charles S. Pierce Middle School as part of the District's Preliminary Design Program and Preferred Schematic Report for the Cunningham Elementary School project. The above-mentioned review and analysis would be eligible for MSBA's reimbursement within the limits of 3.5% for Owner's Project Management Services and 10% for designer services using the MSBA's upper limit per square foot costs or the construction budget, whichever is less at the time of MSBA's approval of the District's proposed project scope and budget for the Proposed Cunningham Elementary School Project. All other work beyond that required to submit the Preferred Schematic Report for the Cunningham Elementary School project would be at the District's sole cost and considered separate from any potential project beyond the Proposed Project. Therefore, any additional work would require separate procurement for OPM and Designer services, as well as separate funding and local authorization.

The MSBA believes that these study enrollment recommendations will efficiently position the District to meet its space capacity needs throughout future enrollment variations. Please sign and return the attached certification within 14 days of receipt to confirm agreement on these study enrollment recommendations. If the District feels that this study enrollment recommendation does not meet the needs of the District, please respond to this letter via e-mail to Amanda Baldwin and propose a meeting/conference call time at which the District can be available to discuss enrollment.

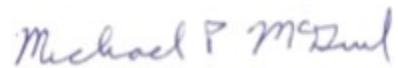
If you have any questions regarding this matter, please do not hesitate to contact me or Amanda Baldwin ([Amanda.Baldwin@massschoolbuildings.org](mailto:Amanda.Baldwin@massschoolbuildings.org)) at 617-720-4466.

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January 5, 2026

Town of Milton, Cunningham Elementary School Enrollment Letter

Sincerely,



Michael McGurl  
Director of Capital Planning

Cc: Legislative Delegation  
Nicholas Milano, Milton Town Administrator  
Amanda Serio, Chair, Milton School Committee  
John Phelan, Interim Superintendent, Milton Public Schools  
File: 10.2 Letters (Region 5)

**MASSACHUSETTS SCHOOL BUILDING AUTHORITY  
TOWN OF MILTON  
STUDY ENROLLMENT CERTIFICATION**

As a result of a collaborative analysis with the Massachusetts School Building Authority (the “MSBA”) of enrollment projections and space capacity needs for the Cunningham Elementary School (the “Proposed Project”), the Town of Milton hereby acknowledges and agrees that the design of options, which may be evaluated as a part of the feasibility study for the Cunningham Elementary School, shall be based in accordance with the following:

<b>Enrollment for Grades K-5, at the co- located Cunningham Elementary School and Collicot Elementary School, Plus District PreK</b>	<b>Enrollment for Grades K-5, at an additional Elementary School, Plus Neighborhood PreK</b>	<b>Enrollment for Grades 7-8, at an additional Middle School, Plus District PreK</b>
1,400 students	495 students	660 students

The Town of Milton further acknowledges and agrees that, pursuant to 963 CMR 2.00 *et seq.*, the MSBA shall determine the square feet per student space allowance and total square footage according to the enrollments noted above. The Town of Milton acknowledges and agrees that it has no right or entitlement to any particular design enrollment, square feet per student space allowance, or total square footage and that it has no right or entitlement to a design enrollment any greater than any of the enrollments noted above, and further acknowledges and agrees that it shall not bring any claim or action, legal or equitable, against the MSBA, or any of its officers or employees, for the purpose of obtaining an increase in the design enrollment for the Proposed Project that it has acknowledged and agreed to herein. The Town of Milton further acknowledges and agrees that, among other things, the design enrollment, square feet per student space allowance, and total square footage of the Proposed Project shall be subject to the approval of the MSBA’s Board and that the final approval of a Proposed Project shall be within the sole discretion of the MSBA’s Board.

The undersigned, for themselves and the Town of Milton, hereby certify that they have read and understand the contents of this study enrollment certification and that each of the above statements is true, complete and accurate. The undersigned hereby certify that they have been duly authorized by the appropriate governmental body to execute this Certification on behalf of the Town of Milton and to bind the Town of Milton to its terms.

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Duly Authorized Representative of School Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

**ARTICLE ##** To see if the Town will vote to accept the provisions of Massachusetts General Laws Chapter 60, Section 15B to establish a tax title collection revolving fund for the Treasurer/Collector; and to act on anything relating thereto.

Submitted by the Select Board

**RECOMMENDED that the Town vote** .

*COMMENT:*

# Informational Guideline Release

Bureau of Accounts  
Informational Guideline Release (IGR) No. 16-101  
January 2016

## **TAX TITLE COLLECTION REVOLVING FUNDS**

**(G.L. c. 60, § 15B)**

This Informational Guideline Release (IGR) explains a local acceptance statute that lets cities and towns adopt one or more revolving funds for costs, charges, and fees to be used by the tax collector, treasurer or treasurer-collector to pay out-of-pocket expenses, without appropriation, related to tax takings, redemptions and foreclosures of tax titles.

**Topical Index Key:**

Accounting Policies and Procedures  
Special Funds

**Distribution:**

Collectors  
Treasurers  
Clerks  
Accountants/Auditors  
Mayors/Selectmen  
Managers/Administrators/Exec. Secys.  
City Solicitors/Town Counsels

## **TAX TITLE COLLECTION REVOLVING FUNDS**

**(G.L. c. 60, § 15B)**

### **SUMMARY:**

These guidelines explain a local acceptance section of [G.L. c. 60](#), which governs the collection of local taxes. If [G.L. c. 60, § 15B](#) is accepted, the city or town may establish tax title collection revolving funds for its tax collector, treasurer or treasurer-collector. The funds can be established by bylaw, ordinance or vote of annual town meeting or other legislative body, upon recommendation of the selectboard, mayor, manager or other chief executive officer.

The funds will be credited with certain costs, charges, and fees incurred by the tax collector or treasurer and collected upon redemption of tax titles or sales of real property acquired through foreclosures of tax titles. Monies in the fund may be spent, without appropriation, by the tax collector to pay out of pocket expenses associated with making a tax taking and by the treasurer to pay out of pocket expenses incurred in connection with a redemption or tax title foreclosure proceeding. The purpose is to provide tax collectors and treasurers with funds to secure the municipality's liens for delinquent real estate tax receivables and to foreclose tax titles after reasonable efforts to work with taxpayers on payment of amounts outstanding. Monies in the fund may be used in addition to any monies appropriated in the annual departmental budget for the tax collector and treasurer for these expenses.

This statute may be accepted, and a fund established, to take effect for fiscal years beginning on or after July 1, 2015.

### **GUIDELINES:**

#### **A. LOCAL ACCEPTANCE**

##### **1. Acceptance Procedure**

Acceptance of [G.L. c. 60, § 15B](#) is by vote of the municipality's legislative body, subject to charter. (See attached sample acceptance vote.)

##### **2. Revocation of Acceptance**

Acceptance may be revoked, but the city or town must wait until at least three years after acceptance. Revocation is also by vote of the municipality's legislative body, subject to charter.

**3. Effective Date**

A tax title collection revolving fund can begin operation no earlier than the fiscal year that begins the July 1 after acceptance and establishment of the fund. See Section B-1 below. Revocation of the statute terminates all tax title collection revolving funds at the end of the fiscal year in which the revocation is voted.

**4. Notification of Acceptance or Revocation**

The city or town clerk must notify the Municipal Databank if the tax title collection revolving fund statute is accepted or revoked. (See "[Notification of Acceptance or Revocation](#)." ) The notification should be made as soon as possible after the vote.

**B. TAX TITLE COLLECTION REVOLVING FUND**

**1. Establishment**

A city or town that accepts [G.L. c. 60, § 15B](#) may establish a tax title collection revolving fund for one or more of the following officers: (a) tax collector; (b) treasurer; or (c) treasurer-collector.

Each fund is established by (a) by-law; (b) ordinance; or (c) a vote of the legislative body upon the recommendation of the chief executive officer. The by-law, ordinance or vote should include the fiscal year the fund will begin operating. If not, the fund will begin operation on the fiscal year that begins the July 1 after it is established.

**2. Account**

The accounting officer must establish and maintain a separate account for each tax title collection revolving fund established by the city or town. The balance in each fund carries forward from fiscal year to fiscal year.

**3. Revenues**

The statutory charges, costs and fees that may be credited to a tax title collection revolving fund for an officer are those the officer is required to pay into the city or town treasury, not those the officer may retain as compensation.

**a. Tax Collector's Fund**

Upon redemption of a tax title or sale of real property acquired by the city or town through foreclosure of a tax title, a tax collector's tax title collection revolving fund is to be credited with all of the following statutory charges, costs and fees added to the tax by the tax collector as part of the tax taking:

- Charge for issuing the demand. [G.L. c. 60, § 15\(2\)](#).
- Per parcel charge for preparing the newspaper advertisement of intent to take or sell. [G.L. c. 60, § 15\(3\)](#).
- Legal fees for searching title in preparation for a taking or sale. [G.L. c. 60, § 15\(3\)](#).
- Cost of advertising the intent to take or sell in the newspaper. [G.L. c. 60, § 15\(4\)](#).
- Per parcel charge for posting the notice of intent to take or sell. [G.L. c. 60, § 15\(5\)](#).
- Per parcel charge for preparing the tax collector's affidavit of proceedings. [G.L. c. 60, § 15\(6\)](#).
- Per parcel cost of recording tax collector's affidavit of proceedings. [G.L. c. 60, § 15\(7\)](#).
- Charge for preparing the deed or instrument of taking. [G.L. c. 60, § 15\(8\)](#).
- Cost of serving a demand and notice of intent to take by subpoena. [G.L. c. 60, § 15\(17\)](#); [G.L. c. 60, § 53](#).
- Cost of mailing a demand and notice of intent to take by registered mail. [G.L. c. 60, § 15\(18\)](#).
- Cost of recording the instrument of taking. [G.L. c. 60, § 15\(19\)](#); [G.L. c. 60, § 55](#).

Collector's interest added to the tax belongs to the general fund. [G.L. c. 59, §§ 57](#) and [57C](#). It may not be credited to a tax collector's tax title collection revolving fund.

b. Treasurer's Fund

Upon redemption of a tax title or sale of real property acquired by the city or town through foreclosure of a tax title, a treasurer's tax title collection revolving fund is to be credited with all of the following statutory fees, charges and costs added to the tax by the treasurer as part of managing and foreclosing the tax title:

- Cost of recording an instrument of tax title redemption. [G.L. c. 60, § 62](#).
- Cost of foreclosing a tax title by a land of low value auction, including the statutory legal fee. [G.L. c. 60, § 79](#).
- Cost of foreclosing a tax title in Land Court, including legal fees awarded by the court. [G.L. c. 60, § 65](#).
- Cost for having a petition to foreclose a tax title heard in land court (title exam expenses, mailing costs, advertising and publication costs, etc.). [G.L. c. 60, §§ 68](#) and [73](#).

Treasurer's interest added to the tax title account belongs to the general fund. [G.L. c. 60, § 62](#). It may not be credited to a treasurer's tax title collection revolving fund.

c. Treasurer-Collector's Fund

Upon redemption of a tax title or sale of real property acquired by the city or town through foreclosure of a tax title, a treasurer-collector's tax title collection revolving fund is to be credited with all statutory fees, charges and costs listed in Sections B-3-a and B-3-b above.

Collector's interest added to the tax and treasurer's interest added to the tax title account belongs to the general fund. [G.L. c. 60, § 62](#). It may not be credited to a treasurer-collector's tax title collection revolving fund.

**4. Investment and Interest**

The treasurer is the custodian of a tax title collection revolving fund. The treasurer may invest the charges, costs and fees credited to a fund in the same manner as general funds under [G.L. c. 44, §§ 55, 55A](#) and [55B](#). The treasurer may pool the cash and does not have to establish a separate bank account for a fund.

Interest earned on a tax title collection revolving fund balance belongs to the general fund.

**5. Expenditures**

a. Allowable Purposes

The officer in charge of a tax title collection revolving fund may spend from the fund balance, without appropriation, to pay expenses incurred by the officer under G.L. c. 60 to make a tax taking or foreclose a tax title. These include, but are not limited to the costs and fees of recording or filing documents and instruments, searching and examining titles, mailing, publishing or advertising notices or documents, petitioning the Land Court, serving court filings and documents and paying legal fees.

b. Limitations

Expenditures cannot be made from a tax title collection revolving fund, nor liabilities incurred, in excess of the amount of the balance of the fund. In addition, expenditures cannot be made in excess of any limitation set forth in the by-law, ordinance, or legislative body vote establishing the fund.

The officer must use the same process used for payment of other departmental expenses to obtain payment of all bills being charged to the revolving fund. [G.L. c. 41, §§ 52](#) and [56](#). A payment voucher with appropriate supporting documentation is submitted to the accounting officer for placement of the bill on the treasury warrant.

**6. Supplemental Appropriations**

Appropriations may be made from other municipal funding sources, such as the tax levy, free cash or other available funds, in the departmental budgets for the tax collector and treasurer to supplement the monies available for tax taking and tax title foreclosure expenses. However, monies from these sources may not be appropriated directly into a tax title collection revolving fund. Annual departmental appropriations for these expenses would close out at the end of the fiscal year.

**7. Fund Termination**

If the city or town revokes its acceptance of [G.L. c. 60, § 15B](#), or terminates a tax title collection revolving fund by vote, or repeal or amendment of the by-law or ordinance establishing it, the accounting officer is to close the fund balance to the general fund at the end of the fiscal year.

**C. ANNUAL REPORTING REQUIREMENT**

The officer in charge of a tax title collection revolving fund must submit an annual report to the selectboard, mayor, manager or chief administrative or executive officer.

The report must be made by the date set forth in the by-law, ordinance, or legislative body vote establishing the fund. It must detail the total amount of receipts and expenditures from the tax title collection revolving fund for the prior fiscal year and include any other information required by the by-law, ordinance, or legislative body vote establishing the fund.

## **SAMPLE ACCEPTANCE**

**(Sample should not be used without the advice of municipal counsel.)**

### **TAX TITLE COLLECTION REVOLVING FUND**

#### **Legislative Body Vote**

**ARTICLE/ORDER.** To see if the city/town will accept [General Laws Chapter 60, Section 15B](#), which allows the city/town to establish by vote or bylaw/ordinance one or more tax title collection revolving funds for the tax collector or treasurer/treasurer-collector. or take any other action relative thereto.

**MOTION.** Moved/ordered that the city/town accept [General Laws Chapter 60, Section 15B](#) to allow the city/town to establish by vote or bylaw/ordinance one or more tax title collection revolving funds for the tax collector or treasurer/treasurer-collector.

**ARTICLE ##** To see if the Town will vote to accept the provisions of M.G.L. c.59, §5 clause Twenty-second I, to allow abatements granted to those qualifying pursuant to clause Twenty-second, Twenty-second A, Twenty-second B, Twenty-second C, Twenty-second E or Twenty-second F to be increased annually by an amount equal to the increase in the cost of living as determined by the Consumer Price Index for such year; to accept the provisions of M.G.L. c.59, §5 clause Twenty-second J to grant an additional exemption of 100 per cent to those qualifying for an exemption pursuant to clause Twenty-second, Twenty-second A, Twenty-second B, Twenty-second C, Twenty-second E or Twenty-second F; *or to accept the provisions of M.G.L. c. 59 § 5c1/2 5C1/2 to provide an additional exemption of 100% for taxpayers who are granted personal exemptions on their domiciles under M.G.L. Ch. 59 Sec. 5 including certain blind persons, veterans, surviving spouses and seniors;* or to take any other action relating thereto.

Submitted by the Select Board

**RECOMMENDED that the Town vote       .**

Background: In August, 2024 the Legislature enacted and the Governor signed the HERO Act. The Act adds two new local options that increase certain veteran exemption amounts in M.G.L. c.59, §5 which is the statute that establishes local property tax exemptions for individuals and organizations. Clause 22I would increase the amount of the tax exemption granted to veterans on their domiciles under other clauses of Section 5 by a cost-of-living adjustment (COLA) determined by the Department of Revenue (DOR) based on the consumer price index (CPI). This would work like the annual COLA adjustment determined by DOR that was adopted by the 2025 Annual Town Meeting for certain senior exemption amounts and financial means standards. For example, if a Clause 22 recipient will receive a \$400 exemption and the CPI increases by 5%, the total exemption amount would increase to \$420.

Clause 22J provides an additional exemption up to 100% of the amount of the tax exemption granted to veterans on their domiciles under other clauses of Section 5. As with the general additional exemption, the application of the Clause 22J exemption cannot reduce the tax owed below what the taxpayer would owe on 10% of the current assessed valuation of the domicile. However, unlike the general additional exemption, the exemption granted to veterans can result in the taxpayer paying less than the taxes paid in the preceding fiscal year.

Acceptance of M.G.L. c. 59, Section 5C1/2 would grant an additional exemption of 100% of the amount of the tax exemption grant to those eligible for exemptions in M.G.L. c. 59, Section 5 for blind persons, surviving spouses and seniors. Acceptance of M.G.L. c. 59 Section 5C1/2 would negate the need to adopt c. 59 Section 5 Clause 22J.

The anticipated impact of these exemptions would increase the Town's Fiscal Year 2027 Budget by       .



OFFERED BY Division of Local Services

# Ask DLS: HERO Act

This FAQ addresses frequently asked questions concerning "An Act Honoring, Empowering and Recognizing Our Servicemembers and Veterans" (HERO Act), Chapter 178 of the Acts of 2024.



## Author: Municipal Finance Legal Guidance

This month's *Ask DLS* features frequently asked questions on An Act Honoring, Empowering and Recognizing Our Servicemembers and Veterans ("HERO" Act), Chapter 178 of the Acts 2024. For more information, please see our Bulletin, [BUL-2024-5](#).

Please let us know if you have other areas of interest or send a question to [cityandtown@dor.state.ma.us](mailto:cityandtown@dor.state.ma.us). We would like to hear from you.

### What is the HERO Act?

The HERO Act is a piece of recently passed legislation, [Chapter 178 of the Acts 2024](#) (<https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter178>) (hereinafter "Act"), that adds two new local options that increase certain veteran exemption amounts and changes how to determine eligibility for the motor vehicle exemption for a veteran with a 100% disability rating or is unemployable due to their service-connected disability.

### Generally, what are the municipal finance related provisions in the "HERO" Act?

[Section 23](#) (<https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter178>) adds two new veteran property tax exemption clauses, [Clauses 22I and 22J](#) (<https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter178>), to [G.L. c. 59, §5](#) (<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter59/Section5>), which is the statute that establishes local property tax exemptions for individuals and organizations. Additionally, [Section 24](#) (<https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter178>) changes how eligibility for the motor vehicle exemption for a veteran with a service-connected disability is established under [G.L. c. 60A, § 1](#) (<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter60a/Section1>).

## When do these provisions go into effect?

As the Act contained a preamble, the Act's effective date is the date it was signed by the Governor – August 8, 2024. However, for exemptions allowed under [G.L. c. 59, § 5](#) (<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter59/Section5>), the exemption qualifying date is generally July 1. Changes in property tax exemption laws will generally apply prospectively as of the next qualification date after the effective date of the amendments. As such, municipalities will be able to adopt

[Clauses 22I and 22J](#) (<https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter178>), as described herein, for Fiscal Year 2026.

Conversely, the change under [G.L. c. 60A, § 1](#)

[1](https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter60a/Section1) (<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter60a/Section1>) is effective presently for calendar year 2024 excises.

## How does a municipality implement these changes?

[Clauses 22I and 22J](#) (<https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter178>) are local options that must be accepted by a city or town to apply in that municipality. Acceptance requires a vote of the legislative body (town meeting, town council or city council) subject to the municipality's charter. [G.L. c. 4, § 4](#) (<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleI/Chapter4/Section4>). No local action is needed for the change under [G.L. c. 60A, § 1](#) (<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter60a/Section1>) to go into effect.

## What would be the impact of Clause 22I?

[Clause 22I](#) (<https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter178>), if accepted, would increase the amount of the tax exemption granted to veterans on their domiciles under [Clause 22, Clause 22A, Clause 22B, Clause 22C, Clause 22E and Clause 22F](#) (<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter59/Section5>) annually by a cost-of-living adjustment (COLA) determined by the Department of Revenue (DOR) based on the consumer price index (CPI). This would work like the annual COLA adjustment determined by DOR that is already a local option for certain senior exemption amounts and financial means standards. See [G.L. c. 59, § 5, Clauses 17E, 17F and 41D](#) (<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter59/Section5>).

For example, if a Clause 22 recipient will receive a \$400 exemption and the community accepts this option, and the CPI increases by 5%, the total exemption amount would increase to \$420.

## What would be the impact of Clause 22J?

[Clause 22J](#) (<https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter178>), if accepted, provides an additional exemption up to 100% of the amount of the tax exemption granted to veterans on their domiciles under [Clause 22, Clause 22A, Clause 22B, Clause 22C, Clause 22E and Clause 22F](#) (<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter59/Section5>). This would work like the optional additional exemption that is already a local option under [G.L. c. 59, § 5C½](#) (<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter59/Section5C 1~2>) for all persons granted exemptions on their domiciles as veterans, seniors, blind persons, and surviving spouses. [Clause 22J](#) (<https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter178>) will not apply in a year in which the city or town

already uses [G.L. c. 59, § 5C½](https://malegislation.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter59/Section5C 1~2) to grant an additional exemption to all persons granted exemptions. It is an option for cities and towns that do not use that general additional exemption to be able to just grant one for persons granted veteran exemptions. As with the general additional exemption, the application of the [Clause](#)

[22J](#) additional exemption cannot reduce the tax owed below what the taxpayer would owe on 10% of the current assessed valuation of the domicile. However, unlike the general additional exemption, the exemption granted to veterans can result in the taxpayer paying less than the taxes paid in the preceding fiscal year. To implement, the city or town must vote to accept the statute and establish the additional exemption percentage before the July 1 beginning of the fiscal year in which that percentage will first apply. The voted percentage will continue to apply in subsequent years unless and until another percentage is voted before the July 1 beginning of a later fiscal year.

#### How does the change to [G.L. c. 60A, § 1](https://malegislation.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter60a/Section1) effect the veteran motor vehicle excise process?

This section changes how eligibility for the motor vehicle exemption for a veteran with a service connected disability is established under [G.L. c. 60A, § 1](#). Currently, the Medical Advisory Board (MAB) within the Registry of Motor Vehicles (RMV) determines that the veteran has the qualifying disability.

Under the amendment, eligibility will be based on a disability determination by the U.S Department of Veteran Affairs (VA), as is the case with other motor vehicle and property tax exemptions available to veterans. Now, a veteran will qualify for a motor vehicle exemption if the VA determines they have a 100% disability rating or deems them unemployable due to their service-connected disability.

#### What is the impact in a community that adopts both Clause 22I and 22J?

Both Clauses would operate together. For example, if a Clause 22 recipient will receive a \$400 exemption and the community accepts [Clause 22I](#), and the CPI increases by 5%, the total exemption amount would increase to \$420. If the community further accepts [Clause 22J](#) (or [G.L. c. 59, § 5C½](https://malegislation.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter59/Section5C%201~2)) and increases by the maximum 100% the amount of the tax exemption granted to veterans, in this example, the total exemption will increase to \$840.

#### Do any of these provisions effect the state reimbursement?

As [Clauses 22I and 22J](#) are local options that must be accepted by a city or town to apply in that municipality, there is no additional state reimbursement for the cost of the additional exemptions. Conversely, the veteran exemptions granted pursuant to the new provisions in [G.L. c. 60A, § 1](https://malegislation.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter60a/Section1) will be fully reimbursed by the Commonwealth.

## Helpful Resources

## Municipal Finance Training and Resource Center

(/municipal-finance-training-and-resource-center)

## City & Town Data Visualizations & Reports

(/info-details/division-of-local-services-municipal-databank)

## Subscribe to DLS Alerts

(/how-to/how-to-subscribe-to-dls-alerts)

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# FY27 Budget Update

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JANUARY 7, 2026



# FY27 Revenue Outlook

Category	FY2026	FY2027	\$ Change	% Change
Property Taxes	115,421,140	119,235,939	3,814,799	3.31%
Local Receipts	10,250,730	10,445,000	194,270	1.90%
Indirect Costs	1,532,475	1,609,099	76,624	5.00%
State Aid	18,613,839	18,821,605	207,766	1.12%
Operating Budget Stabilization Fund	0	700,000	700,000	
Other funds	105,000	105,000	0	0.00%
<b>Subtotal</b>	<b>145,818,184</b>	<b>150,916,643</b>	<b>4,993,459</b>	<b>3.42%</b>
<i>Free Cash</i>	3,563,122	0	(3,563,122)	-100%
<i>Special Purpose Debt Stabilization Fund</i>	326,049	0	(326,049)	-100%
<b>Total Revenue</b>	<b>149,812,355</b>	<b>150,916,643</b>	<b>1,104,288</b>	<b>0.74%</b>



	<b>FY 2026</b> <b><u>BUDGET</u></b>	<b>FY 2027</b> <b><u>PROJECTION</u></b>	<b>\$</b> <b><u>Change</u></b>	<b>%</b> <b><u>Increase</u></b>
Previous Levy Limit	99,114,881	112,591,960	13,477,079	13.60%
Add 2.5% Levy	2,477,872	2,814,799	336,927	13.60%
Override	9,500,000	0	(9,500,000)	-100.00%
New Growth	1,499,207	1,000,000	(499,207)	-33.30%
Subtotal	112,591,960	116,406,759	3,814,799	3.39%
Debt Exclusion	1,336,993	939,281	(397,712)	-29.75%
Special Purpose Debt Stabilization	992,187	1,389,899	397,712	40.08%
Legally obligated medical expenses	500,000	500,000	0	0.00%
Subtotal	2,829,180	2,829,180	0	0.00%
Property Tax Subtotal	115,421,140	119,235,939	3,814,799	3.31%



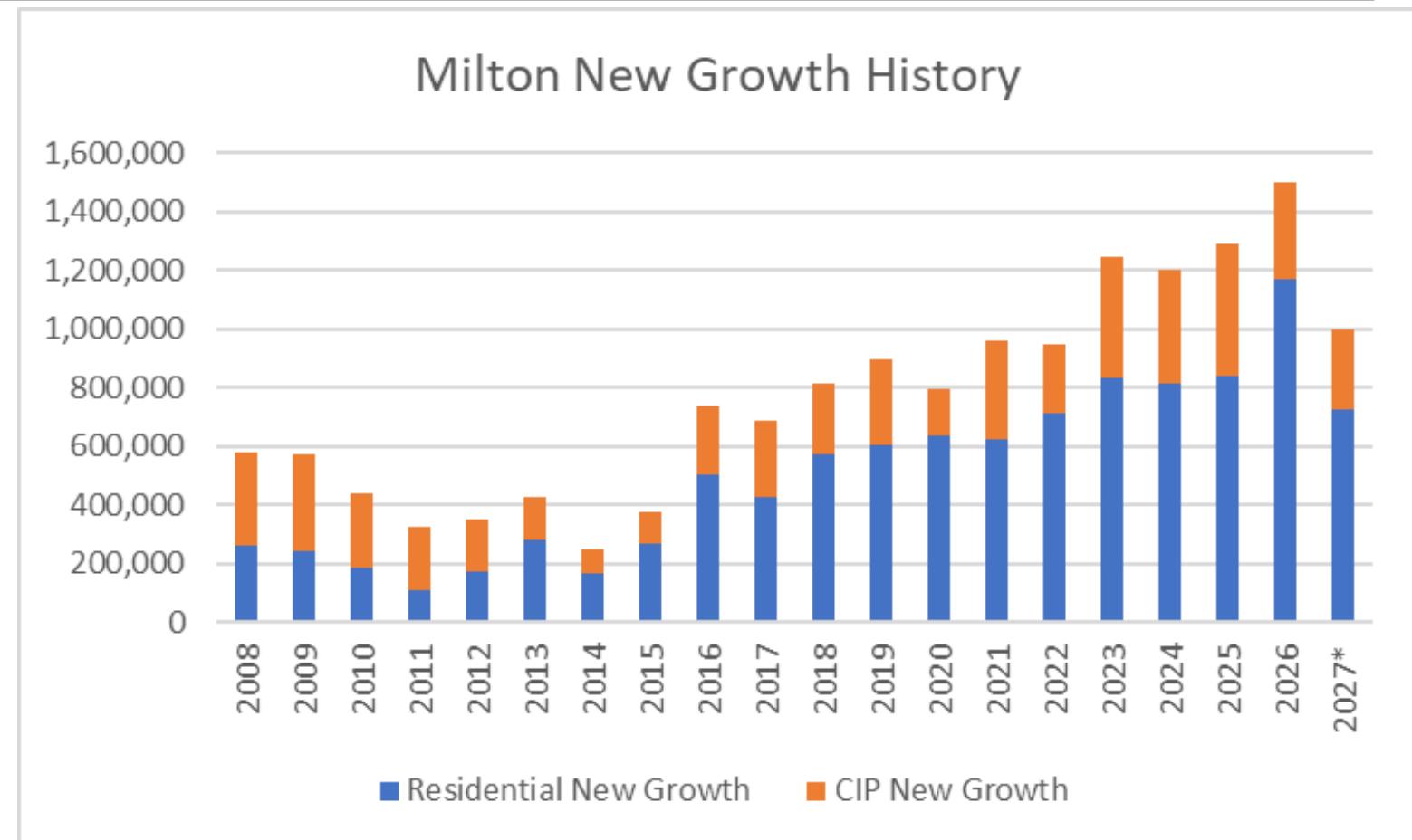
# New Growth

New Growth is the dollar increase in the annual levy limit that reflects the additional tax revenue generated by new construction, renovations, etc.

This does not include growth from change due to revaluation, but results from an improvement to a property.

Examples:

- New construction: Wolcott Woods, 131 Eliot, 440 Granite, Ice House (Blue Hills Parkway)
- Additions/Renovations
- Utilities





### Local Receipts

	6/30/20	Local Receipts							FY2027
		6/30/21	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026		
		YTD	YTD	YTD	YTD	YTD	YTD		
		<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Revised Estimate</u>	
Motor Vehicle	4,199,884	4,317,089	4,456,996	4,526,550	4,833,934	5,407,305	4,515,730	4,560,000	
Local Meals Tax	198,481	199,457	301,252	345,227	366,333	364,614	350,000	360,000	
Penalties & Interest	560,087	592,136	726,963	696,457	634,224	1,197,575	635,000	640,000	
P.I.L.O.T. (Payments In Lieu Of Taxes)	269,058	291,558	329,030	330,000	345,000	355,000	330,000	355,000	
Trash & Recycling Fees	1,174,999	1,234,550	1,251,892	1,191,138	1,306,010	1,673,488	1,480,000	1,600,000	
Fees	195,990	352,768	191,791	209,199	291,725	284,005	280,000	280,000	
Cemetery Fees	419,243	403,916	438,493	431,910	341,005	376,160	345,000	345,000	
Other Departmental Revenue	249,352	91,110	240,307	271,196	289,908	260,955	260,000	260,000	
Building permits	855,490	1,245,390	1,301,543	1,505,729	1,934,580	1,837,703	1,410,000	1,300,000	
Other Licenses and permits	240,468	147,551	145,843	136,606	145,092	143,761	140,000	140,000	
Fines & Forfeits	167,902	107,120	101,462	104,067	136,475	147,304	105,000	105,000	
Investment Income	322,015	85,105	67,550	769,155	1,662,637	1,420,095	400,000	500,000	
RDS Prescripton drug refunds sbe GF	83,231	199,441	57,786	49,453	-	-	-	-	
Opiod Settlement	-	-	-	-	-	-	-	-	
<b>Subtotal Revenues</b>	<b>8,936,200</b>	<b>9,267,191</b>	<b>9,610,908</b>	<b>10,566,687</b>	<b>12,286,923</b>	<b>13,467,965</b>	<b>10,250,730</b>	<b>10,445,000</b>	



## Expenditures

Forecast as of 1/6/2026

	<b>FY 2026</b>	<b>FY 2027</b>	<b>\$</b>	<b>%</b>	
				<b>BUDGET</b>	<b>PROJECTION</b>
Milton Public Schools	72,873,914	76,662,596	3,788,682	5.20%	Level Service
Town Departments	32,758,275	33,952,334	1,194,059	3.65%	Level Service
Blue Hills Regional	954,340	1,025,916	71,576	7.50%	
Shared: Health Insurance	17,114,549	18,965,020	1,850,471	10.81%	Health insurance @ 10%
Shared: Pension	4,696,318	4,723,259	26,941	0.57%	
Shared: OPEB	1,562,500	1,626,563	64,063	4.10%	
Shared: Debt Service	5,711,478	6,132,905	421,427	7.38%	
Shared: Consolidated Facilities	1,416,167	1,459,940	43,773	3.09%	
Shared: General Insurance	1,535,953	1,580,000	44,047	2.87%	
Shared: Free Cash to Capital & Stab.	3,407,456	0	(3,407,456)	-100.00%	
Shared: Reserve Fund	282,256	300,000	17,744	6.29%	
Shared: Other	7,011,957	6,955,237	(56,719)	-0.81%	
Total	149,325,163	153,383,770	4,058,607	2.72%	
Deficit / Surplus		(2,467,127)			



### Balanced Budget Scenario

	FY 2026	FY 2027	\$	%
	<u>BUDGET</u>	<u>PROJECTION</u>	<u>Change</u>	<u>Increase</u>
Milton Public Schools	72,873,914	74,608,313	1,734,399	2.38%
Town Departments	32,758,275	33,537,922	779,647	2.38%
Blue Hills Regional	954,340	1,025,916	71,576	7.50%
Shared: Health Insurance	17,114,549	18,965,020	1,850,471	10.81%
Shared: Pension	4,696,318	4,723,259	26,941	0.57%
Shared: OPEB	1,562,500	1,626,563	64,063	4.10%
Shared: Debt Service	5,711,478	6,132,905	421,427	7.38%
Shared: Consolidated Facilities	1,416,167	1,459,940	43,773	3.09%
Shared: General Insurance	1,535,953	1,580,000	44,047	2.87%
Shared: Free Cash Appropriations	3,407,456	0	(3,407,456)	-100.00%
Shared: Reserve Fund	282,256	300,000	17,744	6.29%
Shared: Other	7,011,957	6,955,237	(56,719)	-0.81%
Total	149,325,163	150,915,075	1,589,912	1.06%
Deficit / Surplus		1,568		
		School reductions:	(2,054,283)	
		Town reductions:	(414,412)	



# Next Steps

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Work with Departments to identify reductions to meet balanced budget

## Final Revenue Forecast changes

- Governor’s budget will set state aid amounts for use in the FY27 Budget (late January)
- Local receipts review (late January)
- New Growth (February)

## Use of Free Cash

- Capital Budget (CIPC meeting: January 15, 2025)
- General Stabilization per financial policy
- Operating Budget Stabilization Fund and/or SPED Stabilization Fund
- One-time costs in FY27 Departmental Budgets

## Health Insurance

- Continue to track FY26 claims, changes in market

## **Town of Milton**

### Request for Proposals

#### **Sale or Lease of 525 Adams Street**

#### INTRODUCTION

The Town of Milton (the “Town”) is requesting proposals to purchase or lease the following Town-owned property: 525 Adams Street, a 7,020 square foot property with an approximately 1,900 square foot Fire Station structure that was built in 1952 (“the Property”).

The property record card is attached as Exhibit A and a copy of the Assessor’s Map and Roll Plan #11 are attached as Exhibit B.

Town Meeting has not voted to authorize the Select Board to convey the Property. Any Purchase and Sale or Lease Agreement shall be subject to approval by Milton Town Meeting. Proposers may propose to purchase or lease the Property. A proposed lease term may be any term between five (5) and ninety-nine (99) years. Unless any lease expressly includes provisions for an extension, the lease cannot be extended beyond the original term without compliance with procurement laws.

The East Milton Fire Station shall be sold or leased “as is, where is.”

Sealed proposals for purchasing or leasing the Property must be received at the Select Board/Town Administrator’s Office, Milton Town Hall, 2<sup>nd</sup> Floor, 525 Canton Ave, Milton, MA 02186 **on or before 11:00 a.m. on \_\_\_\_\_, 2026**, as specified in Section G below, at which time the proposals will be publicly opened.

#### A. THE PROPERTY

The Property is a two-story fire station, with an apparatus bay, bunk rooms, kitchen and other living and storage facilities. The Property is believed to have been constructed in 1952 and is approximately 1,900 square feet, excluding the basement.

The Property will be sold or leased in “as is, where is” condition, without any warranties or representations, express or implied, of any kind or nature. Each Proposer who submits a proposal is responsible for making its own inspections of the Property.

Proposers are not required to maintain the existing structure, but the Town prefers proposals that will seek to maintain the existing structure.

#### B. ZONING

The Property is located in a Business zoning district and is also located within the East Milton Square Mixed Use Overlay District which was approved by Milton Town Meeting in June 2025. Prospective proposers are strongly encouraged to review the Milton Zoning Bylaws prior to submitting their proposals. The selected proposers will be responsible for obtaining any and all permits and variances as may be required for the proposer’s use of the Property from the Planning Board, Zoning Board of Appeals, the Conservation Commission, the Milton Historical Commission, and other local regulatory boards and/or commissions. The selected proposer(s) must comply with all applicable bylaws to develop the Property.

#### C. DEVELOPMENT PLAN

It is the Select Board’s preference that the Property be sold or leased to a proposer having a well thought of plan for the development of the Property and the financial wherewithal to see the plan to successful completion. The Town will consider the economic and/or public benefits of each proposal, the economic benefits of the proposal, including any tax revenues and/or jobs created pursuant to the proposals.

**Commented [NM1]:** This section outlines the vision for the site and should be reviewed/discussed

While the Town is not limiting or prohibiting any specified uses from being proposed, it is the Town’s preference that the proposed use of the property reflect the site’s history as an active fire station, maintain the existing building, and provide hospitality/retail uses that will generate foot traffic and provide a “third place” where colleagues, friends, and families can gather, socialize, and build community. It is expected that the use of the site will be a thriving complement to East Milton Square. A chief objective of any reuse/redevelopment is that the highest quality physical planning and design be applied throughout the project. The location is at a highly visible intersection and any Proposer should consider the aesthetic impacts to the area and the historic character of the building.

#### D. SITE VISIT

The Town will hold a site visit on \_\_\_\_\_ at \_\_\_\_\_ at the Property. While the site visit is not required, the Town will not hold any additional site visits nor conduct individual tours due to the station being in active service. Proposers are requested to register for the site visit by email to Nicholas Milano, Town Administrator at [nmilano@miltonma.gov](mailto:nmilano@miltonma.gov).

Proposers are advised to do their own due diligence, and that neither the Town nor any of its agents or representatives are responsible for statements made regarding the physical condition of the site.

**E. RFP CLARIFICATION AND ADDENDA**

Questions concerning this RFP must be submitted in writing via email Nicholas Milano: [nmilano@miltonma.gov](mailto:nmilano@miltonma.gov) and **must be received by the Town by 3:00 p.m. on \_\_\_\_\_, 2023.** Oral statements, representations, clarifications or modifications concerning this RFP are not binding upon the Town of Milton.

All interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be in writing and posted to the Town bids page:

Proposers are directed to acknowledge receipt of any addendums on their proposal cover page.

**F. MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS**

Proposers may correct, modify, or withdraw a proposal by written notice received by the Town of Milton prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_\_." Each modification must be numbered in sequence, must reference the original RFP, and identify the name of the proposer.

After the proposal opening, proposers may not change any provision of the proposal. The Town reserves the right to waive minor informalities or all Proposers to correct them. If a mistake is clearly evident on the face of the proposal document and the proposer's correct intent is clearly indicated, the mistake may be corrected to reflect the intended correct proposal, and the proposer will be notified in writing.

**G. BID OPENING**

Sealed proposals for purchasing or leasing the Property must be received at the Select Board/Town Administrator's Office, Milton Town Hall, 2<sup>nd</sup> Floor, 525 Canton Ave, Milton, MA 02186 **on or before 11:00 a.m. on \_\_\_\_\_, 2026**, as specified in Section G below, at which time the proposals will be publicly opened.

Proposers must submit one (1) original proposal and three (3) copies of the proposal (completed and signed), and be submitted in a sealed envelope captioned “*Purchase/Lease of 525 Adams Street.*”

If, at the time of the scheduled proposal opening, the Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal opening will be postponed until 11:00 a.m. on the next business day that Town Hall is open. Proposals will be accepted until that date and time.

The proposer agrees that its proposal shall be good and may not be withdrawn for a period of one hundred twenty (120) days from the opening of the proposals.

H. PURCHASE PRICE/RENT; DEPOSIT/LEASE FEE

The Town has not established a minimum price or rent for the Property. However, since price is an important comparative criterion, proposers are advised to offer fair market value or fair market rent. While the Town is interested in selling/leasing the Property at the highest price/rent, the Town reserves the right to make an award to a proposal that offers other than the highest price/rent. The Town will consider the overall value of the offer based on the selection criteria set forth herein.

In the case of a sale, the successful proposer shall, at the execution of the Purchase and Sale Agreement, pay a deposit equal to the greater of (a) ten percent (10%) of the proposer’s offered purchase price or (b) **\$5,000.00**. If a lease, the successful proposer will be required to pay the Town a non-refundable lease fee of \$1,000.00 when the parties sign the Option to Lease.

I. SUBMITTAL REQUIREMENTS

In order for proposers to submit a bid, proposers are required to submit in a sealed envelope the following items, which are referred to, collectively, as the “Proposal Package”:

1. Cover letter: A letter signed by the principal of the proposer who is authorized to submit its RFP response, including a statement of interest, the identity of the proposer, and name of the buyer and the name, address and contact information of all other interested parties. At least three (3) references shall be included.
2. Price Proposal Form and/or Rent Proposal Form: Proposers must insert the purchase price or rent being offered for the Property by filling in the blank spaces in the Price Proposal Form or the Rent Proposal Form attached hereto in both words and figures.
3. Forms A through D: Proposers are required to fill out and sign Forms A through D attached hereto:
  - *Form A, Certificate of Non-Collusion*: required under G.L. c. 30B, §10.

- *Form B, Certificate of Tax Compliance*: required under G.L. c. 62C, §49A.
- *Form C, Certificate of Authority*, if the proposer is an entity.
- *Form D, Real Property Disclosure Statement*: required under G.L. c. 7C, §38, in which the proposer identifies the parties who will have an interest in the Property and whether any such party is a state or local employee.

4. **Financing Information and, if applicable, Loan Commitment.** Each proposer must provide evidence of the proposer's ability to meet the financial obligations of the acquisition or lease of the Property and to develop the Property. Financial statements and background information must be attached to the proposal. Each proposer must specify how much is to be borrowed and submit, in its proposal package, a pre-approval or commitment letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions. If the proposer provides a pre-approval letter, the proposer must deliver a firm letter of commitment to the Town within fourteen (14) days from the date of the parties enter into the P&S or Option to Lease.

5. **Development Plan.** The Town intends to convey or lease the Property to proposers who have a well laid out plan for the development of the Property and have the financial resources to develop the Property for their intended use. Each proposer must submit a project summary, including a description of the proposed use of the Property, including water, sewer, drainage, parking, public safety, and roads (driveways) and the economic benefits to the Town in tax revenue, job creation, and/or other economic incentives. Proposals must describe the proposer's ownership and management structure and anticipated development schedule. Each proposal must include any conceptual plans, letters of intent from prospective tenants and/or proposed marketing strategies. Proposers are encouraged to describe their ability to achieve development of the Property in accordance with this solicitation's requirements.

If applicable, proposers must submit a complete list of all properties developed by or properties managed and maintained similar in size and scope to the Property, with dates developed or time period of ownership/management and contact names and telephone numbers for verification purposes.

6. **Other:** The proposer should include in this section any other information or unique features which the proposer believes the Town should know in order to fully evaluate the proposal.

**Any bid submitted without the Price/Rent Proposal Form and Forms A though D will not be considered.**

J. **EVALUATION CRITERIA**

The Town will offer to sell or lease the Property to the proposer who submits the most advantageous proposal based on the following criteria:

1. **Minimum Evaluation Criteria**. All responsive proposals must meet the following minimum threshold criteria:
  - Complete conformance with all submission requirements set forth in Section I, including certification as to payment of all state and local taxes and payment of bid security, and
  - Statement of intention to purchase or Lease the Property.
2. **Comparative Evaluation Criteria**. Proposals meeting the minimum threshold criteria will also be judged on the following comparative evaluation criteria:
  - A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators exceeds the requirements of the RFP.
  - An Advantageous rating will be given to a proposal that in the judgment of the evaluators meets the requirements of the RFP.
  - A Least Favorable rating will be given to a proposal that in the judgment of the evaluators falls short of meeting the requirements of the RFP.

**(a) Purchase Price/Rent**

- A Highly Advantageous rating will be given to a proposal that offers a price well above the fair market value of the Property or rent that well exceeds the fair market rent for the Property.
- An Advantageous rating will be given to a proposal that offers the fair market value/rent of the Property.
- A Least Favorable rating will be given to a proposal that offers less than the fair market value/rent of the Property.

*Notwithstanding the foregoing, the Town shall not be required to convey or lease the Property to the proposers offering the highest price/rent.*

**(b) Proposed Use**

- A Highly Advantageous rating will be given to a proposer who will use the Property for uses that exceed the Town's expectations as stated in Section C.

**Commented [NM2]:** Needs review and discussion. The evaluation criteria set out how a proposal will be selected so it needs to clearly articulate the priorities.

Development Plan, will fit in with the surrounding neighborhood, and benefit the Town and/or the public.

- An Advantageous rating will be given to a proposer who will use the Property uses that are generally consistent with the Town's expectations as stated in Section C. Development Plan.
- A Least Favorable or Unacceptable rating will be given to a proposer who will use the Property for purposes inconsistent with or contrary to the purposes and/or uses as stated in Section C. Development Plan.

**(c) Proposed Use and Financial Benefits**

- A Highly Advantageous rating will be given a proposal that, in the judgment of the evaluators, presents a plan that has the most favorable financial impact on the community, including taxes, fees, and job growth.
- An Advantageous rating will be given to a proposal that, in the judgment of the evaluators, presents a plan that has an average financial impact on the community.
- A Least Favorable rating will be given to a proposal that, in the judgment of the evaluators, presents a plan that has a below average financial impact on the community.

**(d) Financial Resources**

- A Highly Advantageous rating will be given to a proposal that is not contingent on financial approval for the purchase/lease and/or development of the Property and the proposer has demonstrable funds to purchase/lease and develop the Property;
- An Advantageous rating will be given to a proposal that is contingent on financial approval, but the proposer has provided a firm commitment from institutional mortgagees to purchase/lease the Property for the offered price/rent and to develop the Property.
- A Least Favorable rating will be given to a proposal that, in the judgment of the evaluators, is contingent on financing and the proposer has not provided a firm commitment from institutional mortgagees to purchase/lease the Property for the offered price/rent and/or to develop the Property.

**(e) Ability to Proceed**

- A Highly Advantageous rating will be given to a proposal that contains the fewest

contingencies to closing/leasing, and the parties are able to complete the transaction promptly after the parties enter into a P&S/Option to Lease. A sale or lease cannot be contingent on the sale or lease of other property.

- An Advantageous rating will be given to a proposal that contains contingencies to closing/entering into the Lease Agreement, but which can be reasonably satisfied, and the parties are able to complete the transaction, within a reasonable period of time after the date the parties enter into the P&S/Option to Lease.
- A Least Favorable or Unacceptable rating will be given to a proposal which is contingent on the satisfaction of contingencies that cannot be reasonably be satisfied within a reasonable period of time after the date the parties enter into the P&S/Option to Lease.

**(f) Development Experience and Capacity.**

- A Highly Advantageous rating will be given to the development team that demonstrates a track record of success in prior projects of similar size based on reference projects provided in the Proposal.
- An Advantageous rating will be given to the development team that demonstrates a experience in completing projects of similar size based on reference projects provided in the Proposal.
- A Least Favorable or Unacceptable rating will be given to a development team that has limited or no development experience or reference projects.

**(g) Fire Station Structure.**

- A Highly Advantageous rating will be given to a proposal that commits to retain the existing structure or that commits to retain the existing structure with complementary addition/renovation.
- An Advantageous rating will be given to a proposal that commits to retain design elements, such as the façade and overall design, but otherwise seeks to demolish the existing structure.
- A Least Favorable or Unacceptable rating will be given to a proposal that does not commit to retaining the structure or to proposals that require total demolition and new construction.

**Commented [NM3]:** This would rank proposals that retain the building more highly than those that don't.

After evaluating a proposal on the foregoing factors, the Town will provide an overall ranking for the proposal as compared to other proposals. For example, a proposal which achieves "Highly Advantageous" and/or "Advantageous" rankings in several categories will not

necessarily be disqualified simply because it received a “Least Favorable” or “Unacceptable” ranking in one or more other categories if, in the judgment of the Town, the proposal on the whole is “Advantageous” or “Highly Advantageous” to the Select Board. Any notice of award, however, could be contingent upon the potential proposer and the Select Board mitigating any “Least Favorable” or “Unacceptable” criterion ranking prior to the execution of the P&S/Option to Lease.

The Select Board will consider all of the above factors and will make an award deemed to be in the best interest of the Town. The Select Board shall not be obligated to award the Property to the proposer proposing the highest price/rent.

The Town reserves the right, in its sole discretion, to interview proposers, and to select a finalist to submit and negotiate a more fully developed response. If, at any time, negotiations with any selected proposer are not proceeding to the satisfaction of the Town, in its sole judgment, then the Town may choose to select another proposer with which to conduct negotiations.

**K. AWARD; TERMS OF SALE/LEASE**

The Property shall be awarded to the proposer selected in accordance with Section J above, and the Property shall be sold and/or leased on the terms set forth herein.

**I. Purchase**

The Town and the selected proposer (referred to as “Buyer”) shall, within thirty (30) days of date of the award, enter into a purchase and sale agreement substantially similar to the Purchase and Sale Agreement attached thereto as Exhibit D and incorporated herein (the “P&S”). In the event the successful proposer fails to enter into the P&S with the Town within said thirty (30)-day period, the Town may rescind the award and award the sale or lease of the Property to the next highest rated proposer.

The P&S shall contain, in addition to the usual provisions, the additional terms as further specified on Exhibit D:

**II. Lease**

If a lease, the successful proposer (referred to herein as “Tenant”) shall be required, within forty-five (45) days of being awarded the lease of the Property, to enter into the option agreement on the same terms as the Option to Lease Agreement attached hereto as Exhibit E and incorporated herein (the “Option to Lease”) and a Lease Agreement which shall incorporate the terms set forth herein (the “Lease”). If the proposer fails to negotiate the Agreement and the Lease with the Town using good faith and diligent efforts within said forty-five (45)-day period, or, having entered into the same but fails to lease the Property notwithstanding the satisfaction of the conditions stated in the Agreement, the Town may rescind the award and negotiate with the next qualified proposer.

The Option to Lease and the Lease Agreement shall include, but not be limited to, the additional terms as further specified on Exhibit E.

L. **INSTRUCTIONS TO PROPOSERS**

1. Proposers requiring clarification of the RFP documents regarding any ambiguity, inconsistency, or error that they may discover upon examination of the RFP documents shall promptly make a written inquiry to Nicholas Milano, Town Administrator by email: [nmilano@miltonma.gov](mailto:nmilano@miltonma.gov) All such requests must be *received by 3:00 p.m. on \_\_\_\_\_, to be considered for response.*

2. No instructions other than those stated herein shall be binding upon the Town unless confirmed in writing by addendum. Requests that, in the opinion of the Town, require interpretation for the benefit of proposers or that require correction or change in the RFP documents as originally issued shall be addressed in the form of an addendum to the RFP documents. Such addendum shall become part of the RFP documents and final contract. Addenda will be posted to the Town of Milton website: <https://www.miltonma.gov/Bids.aspx>

3. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from the obligation to comply with the terms of such addendum. All addenda so issued shall become part of this RFP.

4. At the time of the opening of bids, each proposer will be presumed to have read and be thoroughly familiar with the RFP (including all addenda). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation to comply with the RFP.

5. Proposers are cautioned that it is the responsibility of each individual proposer to assure that his/her proposal is in the possession of the responsible official prior to the stated time and at the place of proposal by the due date. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature. The clock in the Town Administrator's Office shall be the official time for submittals.

6. Proposals may be corrected, modified, or withdrawn prior to the deadline for submission of proposals by submitting the required number of copies of such correction, modification, withdrawal or a new submission, clearly marked on the outside envelope with the appropriate heading, by the deadline listed above. The Town is not responsible for the inadvertent opening of unmarked or poorly marked packages.

7. Proposals cannot be withdrawn for a period of one hundred twenty (120) days after the opening of the proposals.

8. The successful proposer shall comply with all applicable federal, state, and local

laws and regulations related to real estate transactions.

9. All proposals submitted to the Town must include all forms included with this RFP and they must all be filled out and properly executed. Failure to submit all forms properly filled out and executed will be grounds for rejection of the proposal.

10. All signatures must be handwritten and in ink by the person(s) seeking to purchase the Property. All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, or which contain additions not called for in the specifications, erasures, alterations, or irregularities may be rejected.

11. All proposals become the property of the Town. All proposals are deemed to be public records within the meaning of the Public Records Law.

12. The Town reserves the right to waive any informality, to accept or reject, in whole or in part any or all bids, negotiate any and all non-mandatory contract terms with the successful proposer, cancel this procurement at any time to do so and/or take whatever other action may be deemed to be in the best interest of the Town.

13. The Town reserves the right to interview or to seek additional information from any proposer after bidding, to interview with one or more of the proposers, to reject any proposal if it deems it to be in the best interest of the Town, and to award the opportunity to purchase the Property to the next qualified proposer. The right to an interview does not automatically extend to all whose proposals are accepted for review, but is granted in the sole discretion of the Town.

14. Consistent with Massachusetts General Laws Chapter 30B, Section 16, the Town reserves the right to award the opportunity to sell the Property based on considerations other than price, as long as such award is otherwise advantageous to the Town. The Town will consider the overall value of the offer, including both monetary and non-monetary considerations.

15. Selection of a proposer's proposal will not create any rights on the proposer's part, including, without limitation, rights of enforcement, equity or reimbursement, until the P&S has been approved by the Select Board and fully executed.

16. All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any proposer, will be within the sole discretion of the Select Board.

17. The selection of the proposer shall be made without regard to race, color, sex, age, religion, sexual orientation, gender identity, political affiliation, or national origin.

## **Town of Milton**

Request for Proposals (RFP)

### **Sale or Lease of 525 Adams Street**

#### **PRICE PROPOSAL FORM**

**PROPERTY TO BE PURCHASED:** 525 Adams Street, Milton, MA

#### **PRICE**

*Please write your proposal offer:*

---

Print/Type your proposal amount above in written form

---

Print/Type your proposal amount above in number form

*Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.*

---

Authorized Official's Signature

---

Title of Person Signing

---

Typed or Printed Name of Person Signing

---

Company Name

---

Telephone Number

---

Address

---

Fax Number

---

Address

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

**(Note: This form must be included in the proposal submission)**

## **Town of Milton**

### Request for Proposals (RFP)

#### **Sale or Lease of 525 Adams Street**

#### **RENT PROPOSAL FORM**

**PROPERTY TO BE LEASED:** 525 Adams Street, Milton, MA

**RENT FOR FIRST LEASE YEAR:**

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Print/Type your proposal amount above in written form

---

Print/Type your proposal amount above in number form

**ANNUAL ESCALATION:**

---

Print/Type your proposal amount above in written form

---

Print/Type your proposal amount above in number form

**PURCHASE OPTION:** The Property will be purchased for a price of \$ \_\_\_\_\_.

*Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.*

---

Authorized Official's Signature

---

Title of Person Signing

---

Typed or Printed Name of Person Signing

---

Company Name

---

Telephone Number

---

Address

---

Fax Number

---

Address

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

**(Note: This form must be included in the proposal submission)**

DRAFT

**Town of Milton**

Request for Proposals (RFP)

**Sale or Lease of 525 Adams Street**

**FORM A**

**Certificate of Non-Collusion**

Under Massachusetts General Laws Ch. 30B, Sec. 10 the following Certification must be provided:

“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)

---

Authorized Official's Signature

---

Title of Person Signing

---

Typed or Printed Name of Person Signing

---

Company Name

---

Telephone Number

---

Address

---

Fax Number

---

Address

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

**(Note: This Form must be included in the proposal submission)**

**Town of Milton**

Request for Proposals (RFP)

**Sale or Lease of 525 Adams Street**

**FORM B**

**Certificate of Tax Compliance**

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date:

**(Note: This Form must be included in the proposal submission)**

## **Town of Milton**

Request for Proposals (RFP)

### **Sale or Lease of 525 Adams Street**

#### **FORM C**

#### **Certificate of Authority**

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of corporation give names of President and Treasurer; in case of limited liability companies give names of Managers and Members; and in case of firms/partnerships give names of the individual members/partners.)

<b>NAMES</b>	<b>ADDRESSES</b>	<b>ZIP CODE</b>
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Proposer:

#### **(1) If a Proprietorship**

Name of Owner: \_\_\_\_\_

Business: \_\_\_\_\_

Business Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone No. #\_\_\_\_\_

Home: \_\_\_\_\_

#### **(2) If a Partnership**

Full names and address of all partners:

<b>NAMES</b>	<b>ADDRESSES</b>	<b>ZIP CODE</b>
_____	_____	_____
_____	_____	_____

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone No. #\_\_\_\_\_

**(3) If a Corporation**

Full Legal Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Address: \_\_\_\_\_

Qualified in Massachusetts: Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Telephone No. \_\_\_\_\_

**(4) If a Limited Liability Company**

Full Legal Name: \_\_\_\_\_

State of Registration: \_\_\_\_\_

Address: \_\_\_\_\_

Qualified in Massachusetts: Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Telephone No. \_\_\_\_\_

**(5) If a Trust**

Full Legal Name of Trust: \_\_\_\_\_

Recording Information on Declaration of Trust: \_\_\_\_\_

Authorized Signature of Proponent: \_\_\_\_\_

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

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

**(Note: This Form must be included in the proposal submission)**

## **Town of Milton**

### Request for Proposals (RFP)

#### **Sale or Lease of 525 Adams Street**

#### FORM D

#### **DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property: A parcel of land located at 525 Adams Street in Milton, Massachusetts, containing \_\_\_\_\_ acres, more or less, shown on Assessors Map 243 Parcel \_\_\_\_\_, and being a portion of the premises described in a deed recorded with the Norfolk Registry of Deeds in Book \_\_, Page \_\_.

(2) Type of Transaction, Agreement, or Document: Sale or lease of land by the Town of Milton.

(3) Public Agency Participating in Transaction: Town of Milton.

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

Lessor/Seller  Buyer/Tenant  
 Other (describe)

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

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(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, Buyer, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the Buyer's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change. Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

(9) This Disclosure Statement is hereby signed under penalties of perjury.

---

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

Print Name & Title of Authorized Signer

**(Note: This Form must be included in the proposal submission)**

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**Town of Milton**

Request for Proposals (RFP)

**Sale or Lease of 525 Adams Street**

Exhibits

A: Assessors Cards

B: Assessors Map

C: KBA 2015 Town of Milton Fire Station Needs Study

D: Purchase & Sale Agreement

E. Option to Lease Agreement

DRAFT

**Town of Milton**

Request for Proposals (RFP)

**Sale or Lease of 525 Adams Street**

**EXHIBIT A**

ASSESSOR'S PROPERTY CARDS

DRAFT

**Town of Milton**

Request for Proposals (RFP)

**Sale or Lease of 525 Adams Street**

**EXHIBIT B**

ASSESSOR'S MAP 243

DRAFT

**Town of Milton**

Request for Proposals (RFP)

**Sale or Lease of 525 Adams Street**

EXHIBIT C

DRAFT

## **Town of Milton**

### Request for Proposals (RFP)

#### **Sale or Lease of 525 Adams Street**

#### **EXHIBIT D**

#### **PURCHASE AND SALE AGREEMENT**

1. **Information and Definitions**

(a) DATE OF AGREEMENT: \_\_\_\_\_, 2023.

(b) PREMISES: A parcel of land located at \_\_\_\_\_ Berkshire Avenue Milton, Massachusetts 01007, containing \_\_\_\_\_ acres of land with the improvements thereon, and being a portion of the premises described in a deed recorded with the Hampshire Registry of Deeds in Book 5341, Page 34.

(c) SELLER: Town of Milton

Address: Finnerty House, 100 Center St., Milton, MA 02359

Seller's Attorney: Shirin Everett, Esq., KP Law, P.C., 101 Arch Street, Boston, MA 02110

Phone: (617) 556-0007 Fax: (617) 654-1735

Email: severett@k-plaw.com

(d) BUYER:

Address:

Buyer's Attorney:

Phone: Fax:

Email:

(f) CLOSING DATE: \_\_\_\_\_ [60 days from the date this Agreement is signed], 2023, at Noon. Time is of the essence.

(g) PLACE: Aa closing by mail

(h) TITLE: Quitclaim Deed.

2. Covenant. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. Included in the sale as a part of the Premises are the buildings and fixtures belonging to Seller and used in connection therewith.

4. TITLE DEED. Said Premises are to be conveyed by a quitclaim deed running to Buyer, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed, except as provided in Section 12;
- (c) Any liens for municipal betterments assessed after the date of this Agreement; and
- (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said Premises for \_\_\_\_\_ purposes.

5. PURCHASE PRICE. The agreed purchase price for said Premises is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), of which:

\$ \_\_\_\_\_ shall be paid today which shall constitute the deposit under this Agreement; and

\$ \_\_\_\_\_ are to be paid at the time of delivery of the deed by certified, or bank check or by wire transfer, at Seller's discretion

\$ \_\_\_\_\_ TOTAL

6. PLANS. If said deed refers to a plan necessary to be recorded therewith, Buyer shall, at its sole cost and expense, prepare a survey plan in form acceptable to Seller and adequate for registration.

7. POSSESSION AND DELIVERY OF PREMISES. Full possession of said Premises free of all tenants and occupants [if applicable: except Good Threads Embroidery, the current occupant of a portion of the Premises], except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof and damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. Buyer shall be entitled

personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

8. **USE OF MONEY TO CLEAR TITLE.** To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in accordance with customary Massachusetts conveyancing practices.

9. **ACCEPTANCE OF DEED.** The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every Agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

10. **ADJUSTMENTS.** A payment in lieu of taxes shall be paid in accordance with G.L.c.44, §63A, as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed. Charges for water, sewer, and fuel, if any, shall be adjusted as of the day of closing.

11. **DEPOSIT.** All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Milton as escrow agent, in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. If Buyer fails to purchase the Property for any reason (other than the Town's failure to convey the Property to Buyer), Seller shall retain \$5,000.00 of the deposit to reimburse itself of the cost of negotiating this Agreement. Otherwise, if Buyer purchases the Property in accordance with the terms of this Agreement, the entire deposit shall be credited to the purchase price. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by Seller and Buyer.

12. **BUYER'S DEFAULT; DAMAGES.** If Buyer shall fail to purchase the Property notwithstanding the satisfaction of the contingencies (or the contingencies have been waived by Seller), all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default under this Agreement because it is impossible to exactly calculate the damages which would accrue to Seller in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section.

13. **LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY.** If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied,

hereunder.

14. **BROKERS.** Buyer and Seller each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer and Seller agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this paragraph shall survive the delivery of the deed.

15. **CONTINGENCIES.** The obligations of the parties are contingent upon the satisfaction of each of the following conditions, which may be waived by Seller in its sole and absolute discretion:

- (a) Compliance with the provisions of G.L.c.30B, §16;
- (b) Buyer shall obtain all the financing in an amount sufficient in Seller's reasonable determination to purchase the Property and to complete Buyer's proposed development of the Property, and Buyer may be required to close on such financing on or before the date of the closing;
- (c) Buyer shall have obtained all permits, approvals and licenses necessary for the construction, development and operation of Buyer's project; and
- (d) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale or lease of property by Seller.

16. **AFFIDAVITS.** At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer's attorney or Buyer's lender's attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee and/or Buyer individually to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as noted herein, or mechanics liens encumbering the Premises; and (2) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA). At the time of the delivery of the deed, Buyer shall execute and deliver a new Disclosure of Beneficial Interest Form, as required under GL c.7C, §38.

17. **PROPERTY INSPECTION; CONDITION OF PREMISES.**

(a) Buyer and Buyer's agents shall have the right, to enter the Premises during the Inspection Period (defined below), upon no less than two (2) business days' prior written notice to Seller, at Buyer's own risk, for the purposes of inspecting the Premises, provided that Buyer shall not conduct any subsurface tests without Seller's prior written consent, not to be unreasonably withheld, and Seller shall promptly restore the Premises to their condition prior to any such disturbance. Buyer shall defend, indemnify and hold Seller harmless against any claim

by Buyer or Buyer's agents, employees or invitees for any harm to them arising from said entry and shall restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. Buyer shall obtain comprehensive liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Buyer under the terms and conditions of this Agreement to indemnify, defend and hold harmless Seller: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. The insurance coverage required hereunder shall be issued by insurance companies licensed in Massachusetts and having a Best's rating of A- or better. Prior to entering the Premises, Buyer shall provide Seller with a copy of such insurance policy in each case indicating Seller is an additional insured on the policy and showing compliance with the foregoing provisions. In the event Buyer finds Hazardous Materials on the Premises in quantities that must be reported to the Department of Environmental Protection under the provisions of G.L. c. 21E or the regulations thereunder, and informs Seller that it intends to terminate this Agreement prior to 3:00 p.m. on the last day of the Inspection Period (the "Inspection Deadline"), this Agreement shall be null and void and without recourse to the parties, except for those provisions hereof that are stated to survive termination. Nothing herein shall in any way require Seller to remediate any contamination on the Premises or make any repairs or improvements thereto.

(b) The term "Inspection Period" shall mean the sixty (60)-day period beginning on the date this Agreement is signed and ending at 3:00 p.m. on \_\_\_\_\_, 2023 (the "Inspection Deadline"). If Buyer fails to deliver a termination letter to Seller prior to the expiration of the Inspection Deadline, Buyer shall be deemed to have approved the condition of the Premises as of the Inspection Deadline and waived its termination rights under this Section 17. Buyer shall have the continuing right to enter the Premises after the Inspection Deadline up to and including the date of the Closing, subject to the foregoing provisions; provided, however, Buyer shall no longer have the right to terminate this Agreement based on the condition thereof.

(c) Buyer acknowledges and agrees that Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which the Buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and, specifically, agrees that Seller has not made, does not make and specifically disclaims any representations regarding the presence, existence or absence of Hazardous Materials (as defined below) or other environmental matters. Buyer acknowledges and agrees that Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller. Buyer, by purchasing the Property, shall be deemed to have forever released Seller and the Town's successors and assigns from all responsibility and liability whatsoever under any and all federal, state, or local laws, rules,

regulations, codes, bylaws and/or orders relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including G.L. c.21E) (collectively, the “Environmental Laws”) and to have irrevocably waived any and all rights to bring any claim, complaint, action or proceeding against Seller and Seller’s successors and assign, concerning Hazardous Materials and/or the physical characteristics and conditions of, impacting, or emanating from the Property, and such acceptance of condition and release and waiver will survive closing. “Hazardous Materials” shall mean any substance which is or contains any oil, “hazardous substance”, “hazardous waste” or toxic materials as now or hereafter defined in G.L. c.21E, and/or other Environmental Laws.

(d) The provisions of this Section shall survive delivery of the deed.

18. TITLE.

(a) Upon the execution of this Agreement, Buyer shall order a title commitment for an Owner’s Title Insurance (the “Title Commitment”) from a title company selected by Buyer, together with copies of all exception documents referenced in the Title Commitment. Buyer shall provide Seller with a copy of such Title Commitment and copies of all such exception documents promptly upon receipt of the same. Buyer shall have the right to disapprove of matters disclosed by the Title Commitment which Buyer determines, in its sole and absolute discretion, may or will adversely affect Buyer’s intended use of the Property (“Title Matters”). If Buyer is not satisfied with the title to the Property, Buyer shall, by written notice given to Seller before the Inspection Deadline, send the Title Commitment to Seller and inform Seller of any disapproved Title Matters (the “Title Objections”), indicating in reasonable detail the nature and reasons for the Title Objections, the steps to be taken to cure the same, and providing Seller with the opportunity to cure such Title Objections (the “Buyer Title Notice”). Seller shall inform Buyer in writing, within ten (10) days from Seller’s receipt of the Buyer Title Notice (the “Seller Response Period”), if Seller intends to cure such objectionable Title Matters (the “Cure Letter”), in Seller’s sole and absolute discretion. In the event that Seller sends the Cure Letter prior to the expiration of the Seller Response Period, the Closing may be extended by Seller for a period of no more than thirty (30) days to effectuate the cure. Seller’s failure to send the Cure Letter within the Seller Response Period shall be deemed to be Seller’s election not to cure the Title Matters. In the event that Seller elects not to cure the Title Objection Matters or does not send the Cure Letter in a timely manner, this Agreement shall terminate seven (7) days from the expiration of the Seller Response Period unless Buyer, within said seven (7) day period, notifies Seller in writing of its election to waive the Title Matters and of its agreement to accept title subject thereto, without reduction in the Purchase Price, in which event this Agreement shall continue in full force and effect. If Buyer fails to timely send the Buyer Title Notice, Buyer shall be deemed to have accepted all Title Matters disclosed in the Title Commitment.

(b) At Closing, Seller shall deliver title to the Premises subject only to the Permitted Encumbrances. The term “Permitted Encumbrances” shall consist of: any Title Matters disclosed in the Title Commitment and accepted by Buyer or deemed accepted by Buyer under

this Section, any and all possible title objections, survey objections, and any defects in or to title to the Premises or other matters affecting or relating to the title to, or the survey of the Premises existing as of the Inspection Deadline; any discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any state of facts which an inspection of the Premises would disclose and which are not shown by the public records; any and all easements or claims of easements, whether or not shown by the public records; and any matter of record appearing after the expiration of the Inspection Period which does not materially and adversely affect the Buyer's use of the Premises for \_\_\_\_\_ purposes.

19. CONDITION OF PREMISES. Seller agrees to deliver the Premises at the time of delivery of Seller's deed in a condition substantially similar to its condition at the time of the signing of this Agreement. Until the delivery of the deed, Seller shall maintain insurance on the Premises as presently insured.

20. CONDEMNATION. Notwithstanding anything herein to the contrary, in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.

21. ASSIGNMENT. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

22. TITLE OR PRACTICE STANDARDS. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

23. CLOSING. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. Unless otherwise agreed, Seller's attorney may disburse the funds if no report has been received by 4:30 p.m. of the next business day following the date of the delivery of the deed that the documents have not been recorded, due to some problem beyond the recording attorney's control.

24. BUYER'S WARRANTIES. Buyer hereby represents and warrants that this Agreement and all documents to be executed by Buyer and delivered to Buyer at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by Buyer. Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express

or implied, or whether made by Seller or any employee or representative of Seller.

25. NOTICE. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) by confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed in the case of Buyer or Seller to the addresses set forth above, with a copy to the party's attorney. By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

26. SELLER DEFAULT. In the event that Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the full deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and in equity for any breach of this Agreement by Seller.

27. POST CLOSING COMPLIANCE AND ADJUSTMENTS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within six (6) months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the Deed.

28. EXTENSIONS. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

29. CONSTRUCTION. This instrument is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

30. GOVERNING LAW: This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of

Massachusetts.

In Witness Thereof, the parties sign this Agreement under seal as of this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

SELLER: TOWN OF MILTON,  
By its Select Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BUYER:

By: \_\_\_\_\_  
Name:  
Title:

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Additional P&S Terms:

The following terms shall also be inserted into the P&S:

1. At time of execution of the P&S, Buyer shall pay a deposit equal to the higher of \$5,000.00 or (b) ten percent (10%) of the purchase price. The deposit submitted by Buyer shall be held in escrow by the Milton Town Treasurer in a non-interest bearing account, and shall be duly accounted for at the time for performance of the P&S. In the event that Buyer fails to fulfill its obligation to purchase the Property, the Town shall retain the sum of \$5,000.00 as a fee to reimburse itself for the cost of negotiating and entering into the P&S, provided, however, that if Buyer fails to purchase the Property notwithstanding the satisfaction of the conditions set forth in the P&S, the Town shall retain the entire deposit. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under the P&S pending instructions mutually given by the Town and Buyer.

2. The Town's obligation to convey the Property to Buyer may be contingent, at the Town's option, on (i) Buyer obtaining all the financing in an amount sufficient in the Town's reasonable determination to undertake and complete Buyer's proposed development of the Property, and Buyer may be required to close on such financing on or before the date of the closing, and (ii) Buyer shall have obtained all permits, approvals and licenses necessary for the construction, development and operation of Buyer's project. The Town will have the right to set forth deadlines by which some or all of the contingencies must be met.

3. No broker's commission shall be paid by the Town, and Buyer shall indemnify and hold harmless the Town from any claims for such commission.

4. A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, §63A as of the day of performance of the P&S and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.

5. Buyer shall pay the monetary consideration for the Property by certified or bank check or by wire transfer, at the Town's preference. The Town will close by mail.

6. Buyer will be given sixty (60) days from the date of the P&S (the "Inspection Period") to inspect the Property for the purpose of conducting its due diligence, and shall have the right to terminate the P&S if the proposer is not satisfied with the condition of Property by written notice given to the Town no later than 4:00 p.m. on the last day of the Inspection Period. Buyer shall carry insurance and provide written evidence of insurance prior to entering the Property (which shall include at least \$1 million per occurrence and \$2 million in the aggregate in general liability coverage, at least \$500,000 in automobile liability insurance, and worker's compensation insurance, as applicable, in statutory amounts, and shall name the Town as an additional insured). Buyer shall assume all risks associated with accessing the Property and shall release the Town from and against all actions, suits, claims, and/or liabilities for personal injury, death or property damage arising or occurring in exercise of their rights hereunder, and shall indemnify, defend and hold harmless the Town from any and all claims for personal injury, property damage, and/or death caused in whole or in part, directly or indirectly, by the acts and/or omissions of Buyer or its

agents, employees, contractors and/or invitees and/or resulting from entry onto the Property.

7. Buyer acknowledges that the Town has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which the Buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and, specifically, agrees that the Town has not made, does not make and specifically disclaims any representations regarding the presence, existence or absence of Hazardous Materials (as defined below) or other environmental matters. Buyer acknowledges and agrees that Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by the Town. Buyer, by purchasing the Property, shall be deemed to have forever released the Town and the Town's successors and assigns from all responsibility and liability whatsoever under any and all federal, state, or local laws, rules, regulations, codes, bylaws and/or orders relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including G.L. c.21E) (collectively, the "Environmental Laws") and to have irrevocably waived any and all rights to bring any claim, complaint, action or proceeding against the Town and the Town's successors and assign, concerning Hazardous Materials and/or the physical characteristics and conditions of, impacting, or emanating from the Property, and such acceptance of condition and release and waiver will survive closing and/or the execution of the Lease. "Hazardous Materials" shall mean any substance which is or contains any oil, "hazardous substance", "hazardous waste" or toxic materials as now or hereafter defined in G.L. c.21E, and/or other Environmental Laws.

8. In the event that the Town defaults under the P&S, Buyer shall be entitled to terminate the P&S and receive a refund of the full deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and equity for any breach of the P&S by the Town.

9. The purchase of a Property shall not be contingent on the sale or lease of any other property.

10. The closing shall occur within sixty (60) days from the date on which the P&S is signed by the Town and Buyer, or within such other time as the Select Board, in its discretion, deems appropriate.

11. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not set forth or incorporated in this P&S, except for the following additional warranties and representations, if any, made by the Town: NONE.

12. In the event that the proposer's obligations under the P&S are contingent on financing, permitting, inspection and/or other contingencies, the Town shall have the right to set forth deadlines by which some or all of the contingencies must be met, depending on when the closing is to occur and other factors.

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## **TOWN OF MILTON**

### **REQUEST FOR PROPOSALS (RFP)**

#### **SALE OR LEASE OF 6 BERKSHIRE AVENUE AND 8 BERKSHIRE AVENUE**

#### **EXHIBIT E**

#### **OPTION TO LEASE AGREEMENT**

This Option to Lease Agreement (this “Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of Milton (the “Town”), acting by and through its Select Board, having an address of Finnerty House, 2 Jabish Street, Milton, MA 01007, and \_\_\_\_\_, a \_\_\_\_\_, having an address of \_\_\_\_\_ (“Tenant”).

Whereas, the Town is the owner of a parcel of land with the building thereon located at \_\_\_\_\_ Berkshire Avenue, Milton, Massachusetts, identified on Assessor’s 243 as Lot \_\_\_\_\_, containing \_\_\_\_\_ acres, more or less, and being a portion of the premises described in a deed recorded with the Hampshire Registry of Deeds in Book 5341, Page 34 (the “Property”);

Whereas, Tenant is interested in leasing the Property for the purpose of \_\_\_\_\_;

Whereas, Tenant wishes to inspect the Property and explore its developmental potential prior to entering into the lease; and

Whereas, the parties desire to enter into this Agreement whereby Tenant will have the right to inspect the Property and, if it so chooses, to lease the Property.

Now, therefore, in consideration paid of a non-refundable payment of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ .00) (the “Lease Fee”) and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **Agreement**

##### **1. Option Terms.**

1.1 Option. The Town hereby grants Tenant an option to lease the Property (the “Option”) on the terms and conditions set forth in the Lease Agreement attached hereto as Exhibit A and incorporated herein (the “Lease”).

1.2 Option Term. This Option Agreement shall commence on the date it is signed by the parties (the “Option Date”) and shall terminate on \_\_\_\_\_, 2023 or such other

date as agreed to by Tenant and the Town (the “Option Term”), provided, however, that if, in the Town’s reasonable opinion, Tenant is not using commercially diligent and good faith efforts to satisfy the Lease Conditions (defined below), the Town shall have the right to terminate this Agreement prior to the expiration of the Option Term.

1.3 Lease Conditions. The Town’s obligation to lease the Property to Tenant is conditioned on the satisfaction of the following conditions (the “Lease Conditions”):

(a) Financing. Tenant shall obtain all the financing in an amount sufficient in the Town’s reasonable determination to lease the Property and to complete Tenant’s proposed development of the Property, and Tenant may be required to close on such financing on or before the date of the closing;

(b) Permits. Tenant shall have obtained all permits, approvals and licenses necessary for the construction, development and operation of Tenant’s project.

Tenant agrees to use good faith and diligent efforts to satisfy the Lease Conditions. If the Lease Conditions are not satisfied by the last day of the Option Period, or such extended time as the parties agree to in writing (the “Option Deadline”), the Town shall be entitled to keep the Lease Fee and this Agreement shall terminate and be null and void, without recourse to the parties, provided, however, that any obligations herein stated to survive the termination of this Agreement shall so survive.

1.4 Exercise of Option. At any time prior to the Option Deadline, Tenant may exercise the Option to lease the Property by giving notice thereof in writing to the Town (the “Notice of Exercise”) by hand delivery or by certified mail, return receipt requested, which Notice of Exercise shall specify the Lease Commencement Date, which shall be no later than thirty (30) days after the date of mailing such Notice of Exercise. When the Notice to Exercise is delivered or mailed as provided herein, this Option shall be deemed exercised and this Option shall become a contract for the lease of the Property by the Towns on the terms set forth in the Lease. If Tenant timely sends the Notice of Exercise, it shall be deemed to have accepted the Property in such condition as of the Option Deadline and, unless Tenant sends a Title Objection Letter with the Notice to Exercise, the title to the Property as of the Option Deadline.

## **2. Property Inspections.**

2.1 Inspections. Tenant and its agents, employees, representatives, consultants, contractors and invitees (with Tenant and others acting, by, through or under the Tenant, the “Tenant Parties”) shall have the right to enter upon the Property during the Option Period by giving the Town at least one (1) business day notice thereof, which may be oral notice, by contacting \_\_\_\_\_ (phone: \_\_\_\_\_, email: \_\_\_\_\_), for the purpose of conducting its due diligence and such inspections as the Tenant deems appropriate, including, without limitation, surveys and inspections, provided that Tenant shall not conduct any subsurface tests without the Town’s prior written consent, not to be unreasonably withheld, and Tenant shall promptly restore the Property to its condition prior to any such disturbance. Tenant

shall release and discharge the Town from any claims, actions and/or proceedings by Tenant or the other Tenant Parties for any harm to them arising from said entry and shall restore the Property to substantially the same condition as prior to such entry. Tenant shall obtain comprehensive liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Tenant under the terms and conditions of this Agreement to indemnify, defend and hold harmless the Town: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. The insurance coverage required hereunder shall be issued by insurance companies licensed in Massachusetts and having a Best's rating of A- or better. Prior to entering the Property, Tenant shall provide the Town with a copy of such insurance policy in each case indicating the Town is an additional insured on the policy and showing compliance with the foregoing provisions. The provisions herein shall survive the termination of this Agreement and/or the execution of the Lease.

2.2 Indemnification. Tenant shall indemnify and hold harmless the Town and the other Town Parties from any and all liabilities, damages, loss, costs expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands or judgments (any, "Claims") arising out of or related to the act, omission, negligence or intentional misconduct of any of the Tenant Parties, Tenant's failure to comply with the terms of this Agreement, for any Hazardous Materials released or discharged on the Property by Tenant and/or any of the other Tenant Parties, and/or for violating any environmental laws, rules, regulations and/or codes (the latter two, the "Tenant Hazardous Activities"), except to the extent caused by the gross negligence or intentional misconduct of the Town and/or the other Town Parties. Tenant shall be solely responsible for assuming and paying any and all liabilities, damages, loss, costs expenses, causes of action, suits, claims, demands or judgments (including, without limitation reasonable attorneys' fees and experts' fees and expenses) that arise or are related directly to the Tenant Hazardous Activities. The foregoing obligations shall survive the expiration or termination of this Agreement.

### 3. Title Review.

3.1 Title Commitment. Tenant shall obtain a title commitment (the "Title Commitment") issued by a nationally recognized title insurance company, together with a copy of all instruments creating title exceptions described in the Title Commitment (the "Exception Documents"), all at its sole cost and expense;

3.2 Title Objections. If Tenant objects to the title to the Property, it shall, on or before the Option Deadline, provide the Town with a letter (the "Title Objection Letter") setting forth all of the Tenant's objections to matters set forth in the Title Commitment and copies of the Commitment and the Exception Documents (collectively, the "Title Objections"), and the Town shall have ten (10) days from the date of the Title Objection Letter (the "Town Response Period") to notify the Tenant in writing (the "Town's Title Response Notice") of the Town's election, in its sole and absolute discretion, to either: (i) cure, on or prior to \_\_\_\_\_, any of the Title Objections, or (ii) not cure any or all of the Title Objections (and the Town's failure to respond by the expiration of the Town Response Period shall be deemed an election by the

Town not to cure any of the Title Objections). If the Town elects to cure any Title Objections, the Town shall use good faith and diligent efforts to cure such Title Objections within thirty (30) days from the date of the Town's Title Response Notice or such reasonable time as may be reasonably necessary to cure the same.

3.3 Tenant's Rights. If the Town is unwilling to cure (or is deemed to have elected not to cure) any of the Title Objections, Tenant will have the option to either: (a) waive any Title Objections that the Town is unwilling to cure or is deemed to have elected not to cure; or (b) terminate this Agreement (including the Lease) by written notice to the Town sent no later than by 5:00 p.m. EST within ten (10) day following the date of the Town's Title Response Notice or the date by which the Town's Title Response Notice was due (the "Termination Day"). Upon a timely termination by the Tenant, this Agreement (including the Lease) shall automatically terminate, the parties shall be released from all further obligations under the Agreement (except for those provisions that, by their terms, survive a termination of this Agreement).

3.4 Waiver. Tenant's failure to take either one of the actions described in Section 3.2 and/or Section 2.3 above shall be deemed to be the Tenant's election to lease the Property notwithstanding the Title Objections, and the Tenant shall have waived its right to terminate this Agreement under this Section as to matters shown on the Title Commitment, provided, however, that nothing herein shall affect the Tenant's right to object to title matters occurring or arising after the date of the Title Commitment.

3.5 Permitted Exceptions. Notwithstanding anything herein to the contrary, the Tenant acknowledges and agrees that the Property shall be leased subject to the following matters: (i) any lien to secure payment of assessments and/or betterments assessed against the Property on and after the Commencement Date, (ii) any and all applicable laws, bylaws, rules and governmental regulations affecting the use of the Property, (iii) matters set forth in the Title Commitment and not included in the Title Objections, and (iv) Title Objections subsequently waived or deemed waived by the Tenant in accordance with this Section 3. The foregoing matters are referred to herein, collectively, as the "Permitted Exceptions."

#### 4. General Provisions.

4.1 Assignability. The Tenant shall not assign or transfer its rights under this Agreement or the Lease without the Town's prior written consent, which may be conditioned or withheld in its sole and absolute discretion.

4.2 Waiver. The failure on the part of the Town or the Tenant, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Town or the Tenant shall be construed as a

waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

4.3 Limitation on Damages. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any special, consequential, incidental, or punitive damages.

4.4 Brokers. The Town and the Tenant warrant and represent to each other that it has had no dealings or negotiations with any broker or agent in connection with this Agreement. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Agreement or the negotiation therefor.

4.5 Headings and Captions for Convenience Only. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

4.6 Term of Agreement. This Agreement, if not terminated pursuant to this Agreement, shall expire once the parties have entered into the Lease and the Town and the Tenant have satisfied all of their other obligations under this Agreement.

4.7 Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions and provisions shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

4.8 Dates. If the end of any time period herein, or if any specified date, falls on a weekend or national or state holiday, then the end of such time period, or such date, as the case may be, shall be extended to the next business day thereafter. Any period provided herein for action by the Tenant shall end at 5:00 P.M. EST on the last day of such period, unless this Agreement provides that performance is due by a different time on that day.

4.9 Governing Law. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and all disputes regarding this Agreement shall be brought in the courts of Hampshire County.

Signed by the parties as of this \_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF MILTON,  
By its Select Board

**TENANT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**DRAFT**

Additional Lease Terms:

The following terms shall also be inserted into the Lease Agreement:

1. Tenant shall have the option to lease the Property on the terms set forth in the Option to Lease (the "Option"). The Option may be exercised no later than sixty (60) days from the date of the Agreement (the "Option Period"). If Tenant fails to exercise the Option prior to the last day of the Option Period, the Option Agreement (and the Lease) shall terminate except for any obligations therein stated to survive said termination.
2. At time of execution of the Option to Lease, the proposer shall pay to the Town a non-refundable option fee in the amount of \$1,000 (the "Option Fee"), which the Town shall retain as reimbursement for the cost of negotiating the terms of the Option and the Lease. Once the parties enter into the Lease, Tenant shall pay the Town a security deposit in the amount of two (2) months rent or such other amount as determined by the Town.
3. Tenant shall have the right during the Option Term to conduct its due diligence, including inspection of the Property, and to satisfy the Lease Conditions set forth in the Agreement, which, for the benefit of the Town, shall include (i) Tenant obtaining all the financing in an amount sufficient in the Town's reasonable determination to undertake and complete Tenant's proposed development of the Property, and Tenant may be required to close on such financing on or before the date of the Lease, and (ii) Tenant shall have obtained all permits, approvals and licenses necessary for the construction, development and operation of Tenant's project.
4. The Property will be leased subject to an absolute triple net lease, such that any and all costs, expenses and obligations of any kind relating to the Property, including without limitation all construction, alterations, maintenance, insurance, repairs, restoration, reconstruction and replacements as hereinafter provided, which may arise or become due during the term of the Lease, shall be paid solely by Tenant. All payments of rent shall be absolutely net to the Town so that the Lease shall yield to the Town the rent therein specified in each year during the Term of the Lease free of any taxes, assessments, charges, fees, impositions or deductions of any kind charged, assessed or imposed on or against the Property, for which Tenant shall bear the sole responsibility. The Town shall not be expected or required to pay any such charge, assessment or imposition, or furnish any services to the Property or be under any obligation or liability thereunder. The Lease shall include the terms set forth in herein.
5. Tenant acknowledges that the Town has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which the Buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any

applicable governmental authority or body, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and, specifically, agrees that the Town has not made, does not make and specifically disclaims any representations regarding the presence, existence or absence of Hazardous Materials (as defined below) or other environmental matters. Tenant acknowledges and agrees that Tenant is relying solely on its own investigation of the Property and not on any information provided or to be provided by the Town. Tenant, by leasing the Property, shall be deemed to have forever released the Town and the Town's successors and assigns from all responsibility and liability whatsoever under any and all federal, state, or local laws, rules, regulations, codes, bylaws and/or orders relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including G.L. c.21E) (collectively, the "Environmental Laws") and to have irrevocably waived any and all rights to bring any claim, complaint, action or proceeding against the Town and the Town's successors and assign, concerning Hazardous Materials and/or the physical characteristics and conditions of, impacting, or emanating from the Property. "Hazardous Materials" shall mean any substance which is or contains any oil, "hazardous substance", "hazardous waste" or toxic materials as now or hereafter defined in G.L. c.21E, and/or other Environmental Laws. The terms hereof shall be included in the Lease.

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The successful proposer shall be required to enter into a purchase and sale agreement substantially similar to the Purchase and Sale Agreement attached hereto as Exhibit D and incorporated herein (the “P&S”) within thirty (30) days from the date the sale of the Property is awarded to the proposer, with the closing to occur within sixty (60) days from the date of the P&S. If a lease, the successful proposer shall enter into an Option to Lease on the terms set forth in Exhibit E, attached hereto incorporated herein), and a Lease Agreement on the terms set forth herein within forty-five (45) days from the date on which the Option to Lease is fully signed and the Lease is attached to the Option to Lease. The successful proposer shall be required to exercise the Option within sixty (60) days from the date on which the parties have entered into the Option to Lease.

While the Town believes that the information provided in this RFP is accurate, the Town makes no representation or warranty, express or implied, as to the accuracy and completeness of the information in this RFP. The proposer assumes all risk in connection with the use of the information, and releases the Town from any liability in connection with the use of the information provided by the Town. Further, the Town makes no representation or warranty with respect to the Property, including without limitation, the value, quality or character of the Property or its fitness or suitability of the buildings for any particular use and/or the physical and environmental condition of the Property. The Property will be sold in its “AS-IS” condition.

Each proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the Property, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Property, and the use of the Property, and shall be responsible for applying for and obtaining any and all permits and approvals necessary or convenient for the proposer’s use of its Property. All costs and expenses of purchasing and developing each Property, including without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposers.

## SELECT BOARD CODE OF CONDUCT

### **Purpose and Background:**

The Select Board serves as the Chief Executive board of the Town, and as such oversees all matters affecting the interest and welfare of the community. The members of the Select Board adopt this Code of Conduct as a statement of our commitment to maintaining respectful discourse with fellow elected members, those who work for the Town, those who volunteer their time and services on behalf of the Town, and members of the public.

By adopting this code, Board members are setting expectations for the behavior of Select Board members at every meeting, forum, or other official interaction, in which we strive to treat every person fairly and respectfully regardless of any differences of opinion or personal feelings. This code provides a centralized standard of conduct for all Board members and was developed based on similar codes adopted by elected boards in many other communities. This code is intended to complement, not replace, the Milton Select Board Policies, as amended.

### **Applicability:**

This policy and all its sections shall apply to individuals elected to the Board and covers all their actions and communications, including spoken and written communications, and all electronic communications including social media.

### **Code of Conduct:**

Board members commit to acting honestly, conscientiously, reasonably, and in good faith at all times in all matters related to their responsibilities, the interests of the Town, and the welfare of its residents. Board members understand and acknowledge that serving as a member of the Select Board requires a significant commitment of time. Service on the Select Board requires that members be available to prepare for and attend meetings as needed, coordinate activities with the Town Administrator, and be responsive to Milton's residents. Following the tradition of cooperation in Milton's town government, Board members strive to maintain a tone of collegiality and professionalism while acknowledging that there may sometimes be good faith disagreements concerning the best interests of the Town.

Board members refrain from communicating or acting in a disrespectful, abusive, and/or threatening manner toward members of the community, other elected or appointed officials, the Town Administrator or other Town staff. In addition to complying with the state Ethics Laws and Regulations, all Board members will fully comply with all Town Personnel Policies including the Town's Anti-Harassment and Sexual Harassment Policies.

Board members will follow the guidelines for conduct outlined below:

1. Conduct generally and in relation to the community:

- ~~a. Realize that the Board makes policy, with administration, management, and execution delegated to the Town Administrator.~~
- ~~b.a. Recognize that action at official legal meetings is binding and that Board members alone cannot bind the Board outside of such meetings.~~ Never purport to represent the opinion of the Board except when specifically authorized by a recorded vote to do so.
- ~~c.b.~~ Avoid the appearance of representing the Board in matters pertaining to the Town and the Board without prior discussion and authorization by the Board.
- ~~d.c.~~ Be well informed concerning the duties of a Board member on both local and state levels, and on municipal issues in Milton.
- ~~e.d.~~ Remember that Board members represent the entire community at all times.
- ~~f.e.~~ Accept the role of a member as a means of unselfish service not to benefit personally or politically from Board activities.
- ~~g.f.~~ Demonstrate respect for the public that you serve.
- ~~h.g.~~ Safeguard confidential information.
- ~~i.h.~~ Conduct yourself so as to maintain public confidence in our local government.
- ~~j. Conduct official business in such a manner that you cannot be improperly influenced in the performance of your official duties.~~
- ~~i.~~ Unless specifically exempted, conduct the business of the public in a manner that promotes open and transparent government.
- ~~j.~~ Concentrate all dialogue on the issues and refrain from personal comments or criticism, acknowledging that personal attacks have no place in our public discourse.
- ~~k.~~
- ~~l. Comply as fully as possible with all Town policies.~~
- ~~m. Comply as fully as possible with all applicable laws, including, without limitation, the following:~~

  - ~~i. The Open Meeting Law~~
  - ~~ii.i. Ethics / Conflict of Interest (M.G.L. c.268A)~~

2. Conduct in relation to fellow Board Members

- a. Recognize the action at official legal meetings is binding and that Board members alone cannot bind the Board outside of such meetings.
- ~~b. Make decisions only after all facts on a question have been presented and discussed.~~
- ~~c. Refrain from committing to vote in a particular way on any matter that will come before the Board until the issue has been discussed during a Board meeting.~~
- ~~d.b.~~ Respect and abide by decisions made by a majority vote of the Board and do not seek to override the decision except by requesting the Board to revisit, rescind, or set aside the decision.
- ~~e.c.~~ Uphold the confidentiality of executive session and respect the privileged communication that exists in executive session.
- ~~f.d.~~ Act in a civil and professional manner at all Board meetings.

g.e. Treat with respect the rights of all members of the Board despite differences of opinion.

~~h.a. Concentrate all dialogue on the issue and refrain from personal comments or criticism, acknowledging that personal attacks have no place in our public discourse.~~

i.f. Cooperate with the Chair of the Board in the conduct of all meetings.

j.g. Be prepared for meetings by reviewing meeting materials and requesting additional information if necessary in order to facilitate efficient and effective Select Board meetings.

k.h. Refrain from personal comments about a fellow Select Board member in public speech, in writing, or in electronic communications including social media.

3. Conduct in relation to Town staff and administration

- a. Endeavor to establish sound, clearly defined policies and goals that will direct and support the administration for the benefit of the staff and the community.
- b. Recognize that the Town Administrator, who is the Chief Administrative Officer of the Town, is responsible for day-to-day administration and execution of Town business.
- c. Recognize and support the administrative chain of command of the Town by:
  - ~~i. Directing all questions for Town staff and/or requests for additional information only to the Town Administrator and/or Assistant Town Administrator;~~
  - ~~ii.i. Refraining from giving instructions to or, requesting assistance from, or relaying information to Town department heads and other staff, and instead, channel all such communications through the Town Administrator and/or Assistant Town Administrator, except in an emergency;~~
  - ~~iii.ii. Relying any complaints regarding town operations to the Town Administrator and/or Assistant Town Administrator and refusing to act as an individual Board member outside the administration.~~
  - ~~d. Accord the Town Administrator full responsibility for discharging the Board's decisions and only pursue further action if explicitly assigned by the Board.~~
  - ~~e. Refrain from giving orders or directions to the Town Administrator or other staff members as an individual Board member.~~
- f.d. Treat all staff as professionals, with clear, honest communication that respects the abilities, experiences, and dignity of the individual.
- g.e. Never publicly criticize an individual employee. Concerns about staff performance should only be made in a private communication to the Town Administrator. Feedback on performance may be offered directly to the Town Administrator as part of their public performance review.
- h.f. Speak in a civil manner and refrain from harassing or bullying Town staff verbally, in writing, or in electronic communications including social media.
- i.g. Understand that employees should not be expected to take direction from any individual Member on any matter.

- j. ~~Respect regular business days/hours when communicating with staff and/or making requests for a response or action.~~
- k. ~~Support time management of Select Board office by providing materials and information in a timely manner and in advance whenever possible to help staff ensure that Board members receive information with sufficient notice.~~
- l. ~~Express any concerns regarding the performance or actions of a staff person reporting to another Town board or committee solely to the chair of the board or committee to which the staff person reports, and not to the staff person directly. It is the Select Board's expectation that other Town boards and committees will communicate any concerns regarding Select Board staff to the chair of the Select Board, and not to the staff person directly.~~

4. Enforcement of the Code of Conduct

- a. The Board recognizes that it is its responsibility to enforce the Code of Conduct.
- b. Should a Board member believe that a colleague has violated this Code of Conduct, they may request that the Chair or Vice Chair place an item on a Select Board agenda so that the Board may discuss the member's concern and take any actions deemed necessary. [The Chair or Vice Chair shall ensure that this request is included on the next agenda.](#)
- c. During a meeting a member who acts in an inappropriate manner, is unruly or disorderly, may be ruled out of order by the Chair [or the Vice Chair.](#) -
- d. Any Board member violating the Code of Conduct may be removed from committee assignments by the Board, and may be subject to public censure by the Board.

*Adopted:* \_\_\_\_\_



# Town of Milton

TEL 617-898-4846

TOWN OFFICE BUILDING  
525 CANTON AVENUE  
MILTON, MASSACHUSETTS

## SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Applicant's Contact Information: \_\_\_\_\_ / \_\_\_\_\_  
Telephone # \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Organization Name: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Description of Event: \_\_\_\_\_

The Applicant is: { } Non-profit Organization or { } For Profit Organization

Date of Event: \_\_\_\_\_

Hours of Event: \_\_\_\_\_

Location of Event: \_\_\_\_\_

Number of Participants: \_\_\_\_\_

License For: { } All Alcoholic Beverages - Issued only to a non-profit organization

{ } Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
Chief of Police

**SIGNATURE:** \_\_\_\_\_  
Town Administrator on behalf of Select Board

**APPLICANT'S SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.



# Town of Milton

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Applicant's Contact Information: \_\_\_\_\_ / \_\_\_\_\_  
Telephone # \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Organization Name: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Description of Event: \_\_\_\_\_

The Applicant is: { } Non-profit Organization or { } For Profit Organization

Date of Event: \_\_\_\_\_

Hours of Event: \_\_\_\_\_

Location of Event: \_\_\_\_\_

Number of Participants: \_\_\_\_\_

License For: { } All Alcoholic Beverages - Issued only to a non-profit organization

{ } Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
Chief of Police

**SIGNATURE:** \_\_\_\_\_  
Town Administrator on behalf of Select Board

**APPLICANT'S SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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Applicant's Address: \_\_\_\_\_

Applicant's Contact Information: \_\_\_\_\_ / \_\_\_\_\_  
Telephone # \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Organization Name: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Description of Event: \_\_\_\_\_

The Applicant is: { } Non-profit Organization or { } For Profit Organization

Date of Event: \_\_\_\_\_

Hours of Event: \_\_\_\_\_

Location of Event: \_\_\_\_\_

Number of Participants: \_\_\_\_\_

License For: { } All Alcoholic Beverages - Issued only to a non-profit organization

{ } Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
Chief of Police

**SIGNATURE:** \_\_\_\_\_  
Town Administrator on behalf of Select Board

**APPLICANT'S SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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# Town of Milton

TEL 617-898-4846

TOWN OFFICE BUILDING  
525 CANTON AVENUE  
MILTON, MASSACHUSETTS

## SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Applicant's Contact Information: \_\_\_\_\_ / \_\_\_\_\_  
Telephone # \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Organization Name: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Description of Event: \_\_\_\_\_

The Applicant is: { } Non-profit Organization or { } For Profit Organization

Date of Event: \_\_\_\_\_

Hours of Event: \_\_\_\_\_

Location of Event: \_\_\_\_\_

Number of Participants: \_\_\_\_\_

License For: { } All Alcoholic Beverages - Issued only to a non-profit organization

{ } Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
Chief of Police

**SIGNATURE:** \_\_\_\_\_  
Town Administrator on behalf of Select Board

**APPLICANT'S SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.

# **POLICY, PERMIT APPLICATION AND RELEASE FOR USE OF THE TOWN GREEN AND/OR THE BARON HUGO GAZEBO**

## **APPLICATION**

Applicant's Name: Jen Slonaker on behalf of Milton Pride, Inc.

Applicant's Address: [REDACTED]

Applicant's Phone: [REDACTED]

Description of proposed use: Gazebo & Lawn for Milton Pride  
festival. Music in gazebo, vendor tents on  
lawn, possible food truck in front of Town Hall bldg.

(Please provide as much detail as possible.)

Proposed Event Date: June 4<sup>th</sup>, 2024

Proposed Event Start Time: 11:30 AM setup ahead

Proposed Event End Time: 4:00 tear down after

Number of Guests and/or Attendees: 150-200 (weather dependent)

The Applicant certifies that he/she has read the foregoing policy and agrees to comply therewith, that all of the information provided in this application is true and correct, and that the applicant shall abide by any conditions of this permit.

Signature of Applicant:

Date: 11/24/25

Printed Name: Jen Slonaker

Printed Title: Member, Milton Pride

-----For Completion by the Select Board/Town Administrator-----

Approved by:

\_\_\_\_\_  
**Select Board / Town Administrator**

\_\_\_\_\_  
**Date**

Conditions of Approval: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Use Charge(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**POLICY, PERMIT APPLICATION AND RELEASE FOR USE OF  
THE TOWN GREEN AND/OR THE BARON HUGO GAZEBO**  
**RELEASE AND INDEMNITY AGREEMENT**

I, Jenn. Fr. Slonaker, of 422 Brook Rd Milton,  
(Applicant Name) (Applicant Address)

in consideration of the grant of permission to use the Town Green and/or the Baron Hugo Gazebo located in front of the Milton Town Office Building at 525 Canton Ave, Milton, MA 02186 for the purpose of Milton Pride Festival on the date of 6/4/20,  
(Description of event) (Date)

forever release, indemnify and hold harmless the Town of Milton, Massachusetts, and all of its officers, employees, boards, commissions and committees, including without limitation the Milton Select Board and the Town Administrator (the "Indemnities") from all claims, causes of action, costs, damage and liability of any kind, including without limitation death, personal injury, property damage and attorney's fees, including without limitation those related to COVID-19, which the Applicant now has or may have or hereafter may have against any of the Indemnities resulting from the Applicant's and or the Applicant's invitees' use of the Town Green and/or the Baron Hugo Gazebo. This provision is limited to claims for ordinary negligence, and shall not apply to claims for gross negligence or reckless or intentional conduct.

Signature of Applicant: 

Date: 11/24/25

Printed Name: Jenn. Fr. Slonaker

Printed Title: Member, Milton Pride

**POLICY, PERMIT APPLICATION AND RELEASE FOR USE OF  
MANNING PARK - EAST MILTON DECK**

**APPLICATION**

Applicant's Name: Jennifer Raymond \_\_\_\_\_  
Applicant's Address: \_\_\_\_\_  
Applicant's Phone: \_\_\_\_\_

Description of proposed use: ① string lights (existing) and  
pride flags (Milton Pride to provide) to be hung from  
light posts during June. ② multi-colored adirondack  
chairs (Milton Pride to provide) for the lawn.  
(Please provide as much detail as possible.)

Proposed Event Date: 6/1/26 - 6/30/26

Proposed Event Start Time: N/A

Proposed Event End Time: N/A

Number of Guests and/or Attendees: N/A

The Applicant certifies that he/she has read the foregoing policy and agrees to comply therewith, that all of the information provided in this application is true and correct, and that the applicant shall abide by any conditions of this permit.

Signature of Applicant: Jennifer Raymond Date: 12/2/25  
Printed Name: Jennifer Raymond Printed Title: President, Milton Pride

-----For Completion by the Select Board/Town Administrator-----  
Approved by:

Select Board / Town Administrator \_\_\_\_\_ Date \_\_\_\_\_

Conditions of Approval: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Use Charge(s): \_\_\_\_\_

**POLICY, PERMIT APPLICATION AND RELEASE FOR USE OF  
MANNING PARK - EAST MILTON DECK**

**RELEASE AND INDEMNITY AGREEMENT**

I, Jennifer Raymond, of 18 Nakontan Ave,  
(Applicant Name) (Applicant Address)

in consideration of the grant of permission to use Manning Park located on the East Milton  
Deck

for the purpose of Pride - light, flags or chairs on the date of June 2026,  
(Description of event) (Date)

forever release, indemnify and hold harmless the Town of Milton, Massachusetts, and all of its  
officers, employees, boards, commissions and committees, including without limitation the  
Milton Select Board and the Town Administrator (the "Indemnities") from all claims, causes of  
action, costs, damage and liability of any kind, including without limitation death, personal  
injury, property damage and attorney's fees, including without limitation those related to  
COVID-19, which the Applicant now has or may have or hereafter may have against any of the  
Indemnities resulting from the Applicant's and or the Applicant's invitees' use of Manning  
Park. This provision is limited to claims for ordinary negligence, and shall not apply to claims  
for gross negligence or reckless or intentional conduct.

Signature of Applicant: Jennifer Raymond

Date: 12/2/25

Printed Name: Jennifer Raymond

Printed Title: President  
Milton Pride