

**SALE OF WAREHAM OLD TOWN HALL
505 MAIN STREET
WAREHAM, MA
REQUEST FOR PROPOSALS**

WAREHAM, MASSACHUSETTS 02571



**Derek D. Sullivan
Town Administrator**

May 16, 2018

TABLE OF CONTENTS

	Page Number
INTRODUCTION AND BACKGROUND	3
Background	3
Site Information	3
PROPOSAL INSTRUCTIONS	4
Instructions to Proposers	4
Key Dates for Proposal	6
Pre Response Conference	7
Developmental Goals	7
PROPOSAL REQUIREMENTS	7
General Requirements	7
Non Price Submission Requirements	8
Price Submission Requirements	8
Proposal Deadline	9
PROPOSAL EVALUATION	9
Developer Selection Process	9
Comparative Criteria	9
PROPOSAL SUBMISSION REQUIREMENTS	10
Non Price Proposal	10
Price Proposal	10
Bid Signature Pages	11
APPENDICES	
APPENDIX A -- Certificate of Non-collusion	13
APPENDIX B -- State Taxes Certification Clause	14
APPENDIX C – Price Submission Worksheet	15
APPENDIX D -- Legal advertisement	16
APPENDIX E—Disclosure of Beneficial Interest	17
APPENDIX F—Purchase and Sales Agreement	18
APPENDIX G—License Agreement	20

INTRODUCTION

The Town of Wareham, Massachusetts, hereafter referred to as the Town, is offering a unique opportunity to purchase a 4,284 sq. foot(2,142 sq. feet of living space) building on a 36,000 square foot lot. Building was formally known as the Old Town Offices building and is located at 505 Main Street.

TOWN OVERVIEW

Wareham is located in Southeastern Massachusetts. Situated at the head of Buzzards Bay, Wareham offers an exceptional location within easy travelling distance to the Boston and Providence metropolitan areas. Boston is about one hour away and Providence is about 45 minutes away. All of the tourist amenities of the Cape Cod area are available in Wareham.

The town has over 54 miles of coastline enhanced by beaches, estuaries, rivers and ponds that create a subtle contrast to a vibrant, growing community.

SITE INFORMATION

The Town of Wareham, herein referred to as the Town, is soliciting proposals for the disposition of a parcel with a building at 505 Main Street, herein referred to as Old Town Hall.

The property is described as follows:

Address: 505 Main Street

Roughly: 36,000 sf

*Frontage: 320' Main Street
400' Railroad tracks
205.5' property abutted*

Zoning: MR30

Parking: 10,000 sf

Building:

Built 1900
Interior Renovations: 2009
Size: Crawl Space – 862 sf
Basement 1,280 sf unfinished
1st Floor 2,142 sf finished

Utilities serviced by public water, sanitary sewer, gas and electric

Proposers are required to perform their own due diligence.

INSTRUCTIONS TO PROPOSERS

1. The Town of Wareham may cancel this RFP, in whole or in part, or may reject all proposals submitted in response.
2. The Town of Wareham may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. No forms are provided by the awarding authority except the Certificate of Non Collusion (Appendix A), the State Taxes Certification Clause (Appendix B), the price worksheet, which must be submitted with the proposal (Appendix C) and the Disclosure of Beneficial Interest (Appendix E). However, all proposals shall be in ink or typewritten and must be completed according to the instructions contained herein.
4. Questions or clarifications arising from these documents must be submitted to the Town Administrator in writing by either fax, email or mail to:

Derek D. Sullivan, Town Administrator administrator@wareham.ma.us
54 Marion Road
Wareham, MA 02571
508-291-3100 x3110 (phone)/508-291-3124 (fax)
5. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm; partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
6. **All proposals shall be submitted to the Derek D. Sullivan, Town Administrator, Town of Wareham, 54 Marion Road, Wareham, MA 02571, on or before Monday, June 25, 2018 at 1:00 pm** the date and time stated in the "Legal Advertisement"- Appendix D. Each proposal shall be in a SEALED envelope, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.
7. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
8. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
9. It is understood that the Vendor's Proposal to the Town of Wareham to provide said services and products will remain valid for 90 days past the submission deadline.
10. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over this proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.

11. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Non-Collusion Certificate attached (Appendix A).
12. All costs involved in preparing the Proposal will be borne by the vendor; the Town will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
13. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
14. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
15. The evaluation of the Proposals will be conducted by a team/committee appointed by the Town Administrator. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
16. The Proposals will be opened on the date and at the time stated in the "Legal Advertisement" The name of the person or organization, submitting a proposal will be read and recorded along with the total price. The contents of all proposals will be opened publicly. A register of proposals will be completed indicating the name of the proposer and the number of proposal modifications submitted by each proposer. This register may be viewed upon request. The names of the witnesses will also be recorded.
17. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town of Wareham. The Town alone will be the sole judge in determining whether a vendor's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected vendor will be under contractual agreement to the City per the attached terms and conditions.
18. Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful vendor's proposal as part of the system contract.
19. M.G.L. c.7, §40J, requires disclosure of all beneficial interests in real property acquired or disposed of by a public agency. The selected proposer's disclosure of beneficial interests (Appendix E) must be filed with the Commissioner of Division of Capital Asset Management (DCAM).
20. The Town makes no representations, expressed or implied, regarding the property except that problems may exist or arise. The Town advises the prospective proposer to have his/her attorney examine the appropriate title as any buyer would. Proposer will take subject to any encumbrances, restrictions, easements, covenants, or conditions that may exist.
21. The Town will award the sale of this property, to the most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in the solicitation.

KEY DATES FOR THIS PROPOSAL

The purpose of this section is to communicate to the proposer that the Town has a realistic idea for the implementation of this agreement. These dates are a necessary component for compliance for this RFP. All responsive proposers need to comply with the end date.

Key dates for this Proposal

May 16, 2018

RFP Issued

June 7, 2018 @ 5:00 p.m.

Last day to submit questions in writing concerning clarifications arising from the RFP

June 25, 2018

**Proposals Due
- No later than 1:00 pm**

DEVELOPMENT GOALS AND REVERSION

The Town wishes to see the building reused in a manner that is consistent with its historic character and appearance, using materials that are consistent with the Historic District in which it sits and in a manner that is externally unobtrusive. The Town wishes to see the property used in a manner that has public benefit, for example, social service agency, federal or state agency, community outreach organization.

The assessed value of 505 Main Street is \$382,500. However, when coming up with their price proposal the bidder should consider the following criteria:

As this is a treasured piece of Town history the Town will require that the successful bidder sign a reverter clause as part of the contract. If the buyer loses their incorporation, ability to maintain the property or seeks to sell, sublease (without written permission of the Town) then building must be returned to the Town of Wareham for a sum of one (1) dollar.

Due to the reverter clause the successful bidder shall also be required to maintain the building and grounds and not cause them to fall into disrepair.

GENERAL REQUIREMENTS

The property will be sold to the selected proposer under the terms of the attached Purchase and Sale Agreement.

Any development must conform to all building and zoning requirements and/or ordinances of the Commonwealth of Massachusetts and the Town of Wareham.

All questions concerning this RFP should be directed in writing to the Town Administrator:

Derek D. Sullivan
Town Administrator
54 Marion Road
Wareham, MA 02571

508-291-3100 x3110
508-291-3124 (fax)
administrator@wareham.ma.us

Should the proposer be granted permission by the Town to perform any testing on the property at the sole cost of the proposer, the proposer shall hold harmless the Town for any loss or damage arising from such testing.

The Town reserves the right to reject any and all proposals for any reason at its sole discretion, to negotiate the terms and conditions of the eventual sales agreement, and to impose additional requirements, if necessary. The contents of this RFP are for informational purposes only and the representations made herein, though thought to be accurate, are without warranty. Proposers should rely exclusively on their own due diligence.

TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS

All proposals for development of the site must include the following items:

- A narrative description of the purchaser will promote and achieve the Town's development goals.
- Design details including a site plan at an appropriate scale, floor plans, elevations etc.
- An implementation time table.
- Letters of commitment from tenants if the project will be leased.
- A statement as to the organization's ability to maintain building, grounds, any intended changes and how the proposer intends to meet Historic District restrictions that apply to the property.
- A statement as to how the proposed buyer will provide a public benefit to the residents of the Town of Wareham.

PRICE PROPOSAL SUBMISSION REQUIREMENTS

All proposals for development of the site must include the following items:

- The proposal must clearly indicate the purchase price, the terms and conditions of the purchase and any contingencies that apply to the purchase
- A good faith deposit of 5% of the total bid which will be refundable to all not selected as preferred developer. Bid deposit may be in the form of a certified

check, money order, or by a surety company authorized to do business in Massachusetts.

- The proposer is required to submit proof of financial capacity to undertake the project. Proof may be in the form of audited financial statements, a bank commitment letter, or other pledge. Such proof may be submitted as a separate document and will be held in confidence by the Town Administrator.
- The proposer must include a commitment, on being selected as the preferred proposal, to enter into a Purchase and Sale (P&S) agreement for the property within 90 days of notification of preferred status. The P&S agreement will require a deposit of 10% of the purchase price. The deposit will be refunded only if the Town is unable to perform as required in the agreement or if the proposer is unable to secure the permits necessary to carry out the project, following reasonable and good faith efforts to secure those permits.

PROPOSAL DEADLINE

One [1] original and four [4] copies of the proposal should be submitted by 1:00 pm on Monday, June 25, 2018, to the Town Administrator, 54 Marion Road, Wareham, MA 02571.

DEVELOPER SELECTION PROCESS

The Town will follow the process outlined below in the designation of an award.

- The Town Administrator and the evaluation team will undertake a review of proposals in consultation with appropriate officials and residents and make a designation of a preferred proposer.
- The preferred proposal will be given a 90 day period to conduct detailed planning, arrange financing, gain any approvals and finalize its negotiations with the Town on the sale, terms and project design.
- At the end of the 90 day period, the Town and Board of Selectmen will be prepared to enter into a sales agreement which will set forth the obligations of both parties in implementing the proposal.
- The Town will also look at the quality and attractiveness of proposed development, the project schedule & financing, as well as any other criteria determined by the Town of Wareham to be relevant.

DEVELOPER SELECTION CRITERIA

The Town Administrator or any other group the Town Administrator may appoint will evaluate each proposal against the criteria listed below and rate the relative merits of each as Highly Advantageous (HA), Advantageous (A), or Not Advantageous (NA).

1. Contribution as a public service to better the lives of the residents of the Town of Wareham
HA-Proposal exceeds the evaluation standard
A-Proposal fully meets the evaluation standard
NA-Proposal does not fully meet the evaluation standard

2. Buyer's expertise, experience, and financial capacity, show proof of similar projects
HA-Proposal exceeds the evaluation standard
A-Proposal fully meets the evaluation standard
NA-Proposal does not fully meet the evaluation standard

3. Willingness to execute reverter clause with the Town of Wareham
HA-Proposal exceeds the evaluation standard
A-Proposal fully meets the evaluation standard
NA-Proposal does not fully meet the evaluation standard

4. Compliance with Historic District restrictions on the property (See Appendix G).
HA-Proposal exceeds the evaluation standard
A-Proposal fully meets the evaluation standard
NA-Proposal does not fully meet the evaluation standard

5. Meets Town of Wareham Development Goals.
HA-Proposal exceeds the evaluation standard
A-Proposal fully meets the evaluation standard
NA-Proposal does not fully meet the evaluation standard

PROPOSAL SUBMISSION REQUIREMENTS

An original and four (4) copies of the proposal marked "Purchase of 505 Main Street, Old Town Hall for the Town of Wareham." must be received per the time frame outlined in the legal advertisement- (appendix D). It is the sole responsibility of the bidder to insure that the proposal arrives on time and at the designated place.

PROPOSAL

Within your Proposal, please supply each of the following items and clearly structure and label your Proposal and include all other information requested throughout RFP.

- 1) Cover Letter including name of Agency/Firm, address and telephone number signed in ink by someone authorized to sign such documents.
- 2) Submit Bank references including Contact Person, Telephone #, Account #, and permission letter to request information.
- 3) A firm, fixed price for the purchase of 505 Main Street, Old Town Hall, offered including all specifications contained within this document. Any alternatives suggested may be considered at the discretion of the Town of Wareham Administrator.
- 4) Include all other information requested throughout RFP.

BID SIGNATURES PAGE

Signature for Individual

Name of Company

Telephone Number

Name and Title of Individual
Authorized to Sign

Fax Number

Signature

Date

Signature for Partnerships (must be signed by ALL general partners)

Name of Partnership

Date

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Telephone Number

Fax Number of Company Offices

BID SIGNATURES PAGE CONTINUED

Signatures for Corporation

Name of Corporation

Date

Printed Name and Title of Duly
Officer
Corporate Seal (affix below)

Signature Authorized Company

Telephone Number

Fax Number

E-Mail Address

FID Number

Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? _____

President: _____

Treasurer: _____

Secretary: _____

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D § 15.03?

If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the City of Westfield before award.

TOWN OF WAREHAM

CERTIFICATE OF NON-COLLUSION

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

FIRM _____

SIGNATURE _____

ADDRESS _____

NAME (print) _____

TITLE _____

TELEPHONE _____

DATE _____

TOWN OF WAREHAM

STATE TAXES CERTIFICATION CLAUSE

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 under law.

* Signature of individual or
Corporate Name (Mandatory)

By: _____
Corporate Officer
(Mandatory, if applicable)

**Social Security # (Voluntary)
or Federal Identification #

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

Price Proposal –RFP 2347

#1 Pricing Structure – Fixed Costs

Purchase Price of 505 Main Street, Old Town Hall

\$ _____

The undersigned agrees to abide by the terms and conditions of this pricing sheet and fully understands the obligations they are making to the Town of Wareham by signing this form.

Company

Authorized Signature

Name and Title

Date

LEGAL ADVERTISEMENT FOR RFP

The Town of Wareham, Massachusetts, is offering developers or individuals a unique opportunity to purchase a publicly owned parcel located at 505 Main Street, the Old Town Hall to be privately owned. Specifications may be received at, and proposals are to be sent to the Town Administrators office, 54 Marion Road, Wareham, MA 02571, Proposals must be clearly marked on the outside of envelope: **“Purchase of Old Town Hall.” All proposals must be in the Town Administrators office no later than June 25, 2018 at 1:00 pm.** No proposals will be accepted after the above stated date and hour. The Town of Wareham reserves the right to accept or reject any or all proposals if it appears to be in the public interest to do so. The Town of Wareham is an affirmative action/equal opportunity employer (M/F/H) which encourages utilization of minority and women owned enterprises.

RFP specifications can be found at www.wareham.ma.us under Bid and RFPs.

Derek D. Sullivan
Town Administrator

Beneficial Interest Disclosure Statement

**ACQUISITION OF REAL PROPERTY BY
THE COMMONWEALTH OF MASSACHUSETTS**

For sale of Real Property to the Commonwealth of Massachusetts the undersigned does hereby state, for the purposes of **disclosure** pursuant to Massachusetts General Laws, Chapter 7, Section 40J (a copy of which is attached hereto), of a transaction relating to real property as follows:

(1) REAL PROPERTY: The parcel of land, containing approximately

_____ **of**

land located at

_____, Town of Wareham
County of Plymouth, Commonwealth of Massachusetts, conveyed or to be conveyed to --

----- **(2) TERM: Sale**

(3) SELLER:

(4) Names and addresses of all persons who have or will have a direct indirect **beneficial interest in the property as Seller (attach additional sheets if necessary).**

NAME RESIDENCE ADDRESS

(5) None of the above-mentioned persons is an employee of the Town of Wareham, Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth, except as listed below. Signed under the penalties of perjury.

By:

DATE: _____

NAME: _____

TITLE: _____

Hereunto Duly Authorized

PURCHASE AND SALE AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT made and entered into this the _ day of _____ 2018 by and between the following:

Seller: Town of Wareham
c/o Town Administrator
54 Marion Road
Wareham, MA 02571

Buyer: _____

1. Seller agrees to sell and Buyer agrees to buy, upon the terms as hereinafter set forth, the premises described as follows:

The Old Town Offices, located at 505 Main Street, and being further identified as Parcel 61 on Tax Assessors Map 1012.

Included in the sale as a part of the premises are all trees, shrubs, plants and topsoil and the improvements now located thereon.

The premises shall be conveyed by Seller to Buyer by Quitclaim Deed.

2. For such deed and conveyance Buyer shall pay to Seller the sum of _____ (\$_____). Buyer delivers to Seller with this purchase and sale agreement a check made payable to the Town of Wareham in the sum of _____ (\$_____) which the Town shall negotiate upon its receipt. The _____ shall constitute a deposit to be used as a credit against the purchase price at the time of closing. The remaining portion of the purchase price shall be tendered at the time of closing by certified check or via such other method as agreed to by Seller and Buyer at closing. Should the sale contemplated by this agreement not take place for any reason, the Seller may retain the deposit as reimbursement for its costs associated with the bid process which resulted in this agreement and the intangible costs associated with allowing Buyer a license to occupy the premises pending the closing. All obligations of the parties hereunder shall cease with no further liability to either party.

3. The Closing is to be held with the deed and the purchase price delivered at 2:00 PM on _____ at the Plymouth County Registry of Deeds unless otherwise agreed in writing or as otherwise is in conformity with the terms of numbers 6 or 7, below.

4. Full possession of said premises free of all tenants and occupants is to be delivered at the time of delivery of the deed.

5. The premises shall be delivered in the same condition as they now are, reasonable wear and tear excepted. Buyer shall have the right to inspect the premises at all reasonable times prior to delivery of the deed upon 24 hours advance notice to Seller. In the event that Buyer has exercised its privileges under the License Agreement executed between the parties on this date, then Buyer has waived its rights under this number 6.

6. In the event that Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises as stipulated herein, then Seller shall use reasonable efforts to remove any defects in title or to deliver possession as provided herein and the time for performance shall be extended for a period of thirty (30) days. If at the expiration of the extended time the Seller shall have failed to remove the offending defects in title or shall have failed to conform the premises to that which is required herein, then the Buyer shall have the following options to be exercised at its sole discretion: (a) Buyer may declare this purchase and sale agreement void; or (b) Buyer may proceed with the closing with knowledge of the defects in title or conditions and require Seller to convey to Buyer all of Seller's right, interest and title in and to the premises by deed with quitclaim covenants. Should Buyer exercise option "a" Buyer may do so by a writing delivered to Seller within seven (7) days after the expiration of the 30 day extension period. Should this option be exercised, all obligations of the parties hereunto shall cease and this agreement shall be of no further effect. Failure of Buyer to exercise its option within the said seven (7) days shall be deemed an exercise of option "a". Should Buyer exercise option "b" Buyer shall do so by a writing delivered to Seller within seven (7) days after the expiration of the 30 day extension period. Should this option be exercised, Buyer shall, in its writing, provide Seller with a reasonable date and time to meet at the Registry of Deeds to undertake the closing. Seller shall cooperate as required.

7. In the event that Buyer shall be unable to provide full payment of the purchase price on the date set for closing, then the time for performance shall be extended for a period of thirty (30) days. If at the expiration of the extended time the Buyer shall have failed to secure the funds necessary, then all obligations of the parties shall cease with Seller retaining Buyer's deposit.

8. Buyer understands that the premises are not insured at present.

9. The acceptance of the deed by the Buyer is deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed.

10. Closing costs including real estate transfer stamp taxes and recording fees shall be paid in accordance with local custom.

11. Seller warrants that it has not offered the premises for sale through a real estate broker and that no party is due any commission or fee of any nature from the proceeds of this sale.

12. This agreement has been executed in one or more counterparts and each copy shall be deemed an original. This agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, and sets forth the entire contract between the parties. This agreement is binding upon the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be cancelled, modified or amended only upon a written instrument executed by both Buyer and Seller.

13. Such notice as may be required to be given in this agreement shall be in writing and shall be deemed to be duly given when delivered to the party entitled to such notice at their address set forth above.

Executed on the date as first set forth, above.

Seller:

Buyer:

TOWN OF WAREHAM

By: _____

By: _____

Approved as to form:

Historic District Act

1. There is hereby established an Historic District Commission under the provisions of the “Historic Districts Act”, General Laws, Chapter 40C consisting of seven (7) members and three (3) alternate members, appointed by the Board of Selectmen, including one member, where possible, from two nominees, one of whom shall be submitted by the Massachusetts State Chapter of American Institute of Architects, and one of whom shall be submitted by the Boston Society of Landscape Architects, and one member, where possible, from two nominees of the board of realtors covering Wareham. One or more of the foregoing shall be, where possible, a resident of an Historic District established in Wareham pursuant to the Historic Districts Act. When the Commission is first established, two members shall be appointed for a term of one year, two members shall be appointed for a term of two years, and three shall be appointed in like manner for three years, and their successors shall be appointed in like manner for terms of three years.

When the Commission is first established, one alternate member shall be appointed in like manner for a term of one year, one alternate member shall be appointed for a term of two years, one alternate member shall be appointed for a term of three years, and their successors shall be appointed in like manner for terms of three years.

2. There are hereby established two Historic Districts under the Provisions of the Historic Districts Act, General Laws, Chapter 40C, to be know respectively as Center Park District and Parker Mills District, bounded as respectively shown on the plan entitled "Proposed Historical District", dated January 4, 1971, and drawn by Walter E. Rowley & Associates, Scale 1" equals 100', said plan being on record with Town Clerk.

3. This Historic District Commission shall have all the powers and duties of historic district commissions as provided by the Historic Districts Act, General Laws, Chapter 40C, and of subsequent amendments thereto.

4. The Historic District Commission shall adopt rules and regulations for the conduct of its business not inconsistent with the provisions of the Historic Districts Act, General Laws, Chapter 40C, and may, subject to appropriation, employ clerical and technical assistants or consultants and may accept money gifts and expend same for such purposes.

5. When taking action under the provisions of General Laws, Chapter 40C, Section II, the Historic District Commission shall make a determination within sixty (60) days after the filing of the application for a Certificate of Appropriateness, or such further time as the applicant may in writing allow. (Article 18 of the April 23 and 24, 1990 {and reconvened on June 11, 1990} Town Meeting; Approved by Attorney General October 1, 1990).

6. In case any section, paragraph or part of this By-Law be for any reason is declared invalid or unconstitutional by any court of last resort, every other section, paragraph or part shall continue in full force and effect. (Article 49 of March 1, 1971 Special Town Meeting; Approved by Attorney General June 23, 1971, and within district map).

1. There is hereby established an additional Historic District in the Town of Wareham under the provisions of the Historic Districts Act, General Laws, Chapter 40C, as amended, to be known as narrows Historic District, a tract of land on both sides of Main Street to include all of the following lots, Wareham Assessors Sheet 47 - 1117, 1119, 1120, 1121, 1122A, 1122B, 1123A, 1123B, 1124, 1125, 1126, 1127, 1128, and 1052; and Sheet 46 - 1003, 1007, 1008, 1019 and W-13; and two portions of Lot 1118, Assessors Sheet 47, one being all that portion between Lots 1117 and 1119 that lies within 115 feet of Main Street and between a line perpendicular to Main Street lying 20 feet northerly of the building known as the Tobey Homes and a line perpendicular to Main Street lying 20 feet southerly of said Homestead, the other being all that portion between Lots 1120 and 1121 that lies within 240 feet of Main Street. This tract is bounded as shown on the attached plan entitled "Narrows Historic District", dated April 22, 1986, said plan being on record with the Town Clerk.

2. The Narrows Historic District shall be administered as part of the duties of the present Historic District Commission, as established by Town By-Law under the provisions of the Historic Districts Act, General Laws, Chapter 40C, as amended. Except as specified in this By-Law, provision in the By-Law creating the Historic District Commission shall govern its actions in connection with the additional Narrows Historic District.

3. When requested, the Commission may issue a Certificate of Appropriateness on the basis of the fullest available description of the style and appearance of any proposed

construction or alteration, contingent upon subsequent receipt of building plans in accord with said description. When requested to issue a Certificate of Hardship on proposed changes relating to that part of the Narrows Historic District that is within Zoning District Institutional F, the Historic District Commission shall give the fullest consideration to the special medical and financial needs of medical institutions within said district.

4. In case any section, paragraph or part of this By-Law for any reason is declared invalid or unconstitutional by any court of last resort, every other section, paragraph or part shall continue in full force and effect. (Article 71 of April 28, 1986 Town Meeting; Approved by Attorney General October 8, 1986, and on the accompanying plan to the extent it is in conformity to the aforesaid vote).