

**TOWN OF LEICESTER, MASSACHUSETTS**

**REQUEST FOR PROPOSALS**

**FOR THE SALE OF AN APPROXIMATELY 5.93 ACRE PROPERTY IMPROVED BY A FORMER SCHOOL BUILDING AT 11 MEMORIAL DRIVE, LEICESTER, MASSACHUSETTS, 01524**



**May 1, 2024**

**PROPOSALS DUE:**

**June 12, 2024 2:00 P.M. LOCAL TIME**

Late Proposals Will Be Rejected.

**DELIVER COMPLETED PROPOSALS TO:**

David Genreux, Town Administrator  
Town of Leicester  
c/o Office of the Town Administrator  
Leicester Town Hall  
3 Washburn Square  
Leicester, MA 01524

**Authority:** This Request for Proposals (RFP) is issued under the authority of The Town of Leicester, Massachusetts

## REQUEST FOR PROPOSALS

### NOTICE TO PROPOSERS

The Town of Leicester, with an address of Leicester Town Hall, 3 Washburn Square, Leicester, MA 01524, acting by and through its Town Administrator and Select Board, invites the submission of sealed proposals for the sale of a former school on approximately 5.93 acres located at 11 Memorial Drive, Leicester, MA 01524. The property is shown in the Worcester District Registry of Deeds in Plan Book 969 on Page 114 and on Assessors Map 39 A7 0. Exhibits of both plan and record card are contained in this Request for Proposals (RFP).

The Request for Proposals ("RFP") may be obtained from the Town, c/o Office of the Town Administrator, at the above address, between 8:00 A.M. and 5:00 P.M. local time, Monday through Thursday, beginning on **May 1, 2024**. The RFP will also be available by email by sending a request to [bids@leicesterma.org](mailto:bids@leicesterma.org).

Proposals, contained in sealed envelopes marked "RFP: Former Leicester Memorial School" will be received until 2:00PM local time on June 12, 2024, by the Town, c/o Office of the Leicester Town Administrator, 3 Washburn Square, Leicester, MA 01524, at which time and place all Proposals will be opened. A ten-thousand-dollar (\$10,000) cashier's check as a bid deposit must be included as part of the proposal.

All Proposals shall comply with the RFP issued by the Town including, without limitation, the Proposal Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals if in the best interest of the Town. Any Proposal submitted will be binding for one hundred eighty (180) days subsequent to the deadline date for receipt of sealed Proposals.

## **Section 1: Instructions to Proposers**

### **Executive Summary**

Through this Request for Proposals (RFP), the Town of Leicester, is seeking proposals from qualified buyers for the former Memorial School, 11 Memorial Drive, Leicester, MA, 01524.

Those interested in submitting a response to the RFP should, at a minimum, address the Submittal Requirements outlined in this RFP.

The Town reserves the right to waive any informality in any bid, reject any or all bids, or take any other action deemed in the best interests of the Town.

Responses are due at the Town Hall, addressed to the Town Administrator no later than the June 12, 2024 at 2:00 PM addressed as:

RFP: Former Leicester Memorial School  
Town Administrator  
Town Hall  
3 Washburn Square  
Leicester, MA 01524

If the Town Hall is closed the day of which bids are due because of uncontrollable events such as weather or emergency, the deadline for receipt of bids shall be extended until 2:00 P.M. local time the next business day that the Town's Offices are open.

## **Section 2: Property**

### **1. Description**

The property located at 11 Memorial Drive, Leicester, MA (hereinafter the “Property”) is a +/- 5.93-acre rectangular shaped parcel improved with a building having a gross area of 51,755+/- square feet. Access to the property is provided via Memorial Drive, which leads into a paved municipal parking lot that will be available for use by the Buyer via easement from the Town. Please see Town of Leicester Property Record Card and Property imagery attached hereto as Exhibit A. Exhibit B shows the newly subdivided property.

The building, constructed in 1954, is two (2) stories in height and was previously used as a public school. It has brick/masonry for exterior cover and an asphalt roof. The first floor is comprised of multiple classrooms and offices divided by a main hallway. Additionally, there is a commercial kitchen, a combined cafeteria/music area, a gymnasium with a performance platform, bathrooms, a library, a computer lab, and an underground utility room that houses the boiler system. The second floor consists mainly of classrooms with bathrooms. There is plumbing and a sink in each classroom. The building has an oil/hot water heating system that is currently mothballed. There is a mix of carpet, terrazzo, hardwood, and vinyl flooring throughout. The building is not ADA compliant, has no elevator between the first and second floors, and needs interior, systems and exterior upgrades and improvements.

There are roof mounted solar photovoltaic panels on the roof of the building, which are reducing charges to Town electrical accounts via a Schedule Z distribution document. These panels will become available for the use and responsibility of the buyer and be removed from the Town’s accounts upon sale of the property.

The property profile consists of the building, a portion of its parking lot, and some landscape buffers. It has single family homes on two sides, and grass and landscape buffers that are more specifically defined in Exhibit A.

The property is presented for sale in “as is” condition.

### **2. Zoning**

The property is zoned R1. In 2008 the Town adopted Regulation 5.10, the Adaptive Reuse Overlay Bylaw which would allow further development for certain uses.

Please refer to the Leicester Zoning Bylaws for the complete set of requirements for the base and overlay zones.

Please refer to **Exhibit D** for a schedule of uses, and the Adaptive Reuse Bylaw.

### **3. Utilities and Other Infrastructure**

- i. ***Natural Gas and Electricity***: There is no gas available to the building. The building is heated by oil. National Grid provides electricity.
- ii. ***Water and Sewer***: The building is served by public water and sewer, through the Leicester Water Supply District. The district is not a part of the Town of Leicester.

4. **Access**

Access will be from the frontage on Memorial Drive.

5. **Ownership**

The site is owned by the Town of Leicester. The Town wishes to sell the parcel as depicted on Exhibit A. The Select Board is authorized to sell the property by vote under Article 15 of the October 22, 2019 Special Town Meeting.

6. **Easements**

There will be a parking easement granted for the property to allow the successful Proposer to use the parking lot for parking. The lot will also be open for the members of the public to access the green space behind the building.

7. **Area and Proximity Character**

The subject site has the following adjacent land uses:

- a. North: Residential
- b. South: Residential
- c. East: Residential
- d. West: Residential Town-owned Open Space (recreational fields)

8. **Taxes and Assessment**

The Town plans for property tax valuation and payment in accordance with standard assessing and tax collection practices according to Massachusetts General Laws. If the successful Proposer is a non-profit, the Town will require a PILOT payment that equates the approximate amount in taxes that would be due annually through standard tax evaluation.

9. **Previous use of the Property**

This property was previously used as a municipal school for over 65 years before being closed and released to the Select Board as a surplus property.

10. **Project Goals**

In making this Property available, the Town of Leicester seeks to achieve the following goals:

1. **Financial benefits** – The Town hopes to gain proceeds from sale and eventual taxes from future uses.
2. **Partnership** – It is the Town’s intention to assist the successful bidder through the permitting and redevelopment process.
3. **Proposed Use** – The Town is seeking a proposed use of the site that is compatible with the town zoning and harmonious with the surrounding neighborhood. The Town is not seeking proposals with use that will be harmful to the neighbor in terms of excessive traffic, noise, or odor. The Town will not entertain proposals for any type of marijuana facility and will judge any such proposals as non-responsive.

### **Section 3: Bid Information**

**Pre-Bid Conference:** A site visit will be held on site on May 22, 2024, at 2:00 PM. The purpose of the site visit is to assist prospective proposers in the interpretation of the RFP, and to give them an opportunity to view the size and condition of the building. The conference and site walk are not mandatory, but attendance is highly recommended. Proposers are responsible for familiarizing themselves with the condition of the site.

**Questions:** If you have questions about this RFP or have a request for information or clarification, please contact David Genereux via email to [bids@leicesterma.org](mailto:bids@leicesterma.org). All questions and requests for clarification must be received *in writing* by 2:00 PM on May 29, 2024. It is anticipated that a compilation of all questions and responses will be distributed via email to prospective proposers by 2:00 PM on May 30, 2024.

#### **Estimated Source of Valuation**

The assessed value of the property shall be used as the estimated source of valuation. This valuation was recently updated and is \$6,127,200. However, the Town will consider proposals offering a significantly lower percentage of such valuation, assuming that the proposed repairs to the property and eventual use is consistent with the Town's goals, especially providing housing, and is not detrimental to the neighborhood.

#### **Additional Information**

Proposals may be withdrawn, corrected, or modified at any time prior to the time specified for the opening of RFP proposals, by a written and sealed notice received by the Town of Leicester prior to the time and date set for opening of the proposals. Proposal modifications must be submitted in a sealed envelope clearly marked with the Proposer's name and the words, "Modification No. [X]"; where "[X]" indicates the modification number for that particular Proposer. Each modification must be numbered in sequence and must reference the original proposal.

After all proposals are opened, a Proposer may not change any provision of his/her/its proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities may be waived by the Town, solely at the Town's discretion or the Proposer at the sole discretion of the Town, may be allowed to correct them. The Town shall have sole authority to determine minor informalities. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake may be corrected to reflect the intended correct offer. A Proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident. The determination as to whether a mistake has occurred shall rest solely with the town.

The successful Proposer shall, within ten (10) days of acceptance of its proposal by the Town, execute a Purchase and Sale Agreement in accordance with the terms of this RFP, in the form of the attached Purchase and Sale Agreement, as may be modified by the Town to incorporate the requirements of this RFP, including but not limited to such provisions as may be necessary to ensure the continued use of the property for the purposes described in the selected proposal, unless agreement is made otherwise with the Leicester Select Board. In the event that the selected proposer is a non-profit organization, such organization shall be required to execute a PILOT agreement as provided in Section 2.8 simultaneously with the Purchase and Sale Agreement.

**Section 4: Projected Selection Timeline**

RFP Published in Central Register	<b>05/01/2024</b>
RFP Published in Worcester Telegram	<b>05/01/2024 &amp; 05/16/2024</b>
RFP Available	<b>05/01/2024 12:00 P.M.</b>
Last day to sign-up for Pre-Proposal Voluntary Property Viewing through bids@leicesterma.org.	<b>05/20/2024 2:00 P.M.</b>
Pre-Proposal Voluntary Property Viewing at 11 Memorial Drive	<b>05/22/2024 2:00 P.M.</b>
Deadline for questions	<b>05/29/2024 2:00 P.M.</b>
Responses to questions	<b>05/30/2024 2:00 P.M.</b>
Proposals due to Awarding Authority at: Town of Leicester, Office of the Town Administrator, 3 Washburn Square, Leicester, MA 01524	<b>06/12/2024 2:00 PM</b>
Recommendation on most responsive bid made by Selection Committee	<b>06/26/2024</b>
Select Board make final determination on accepting proposal	<b>07/15/2024</b>

## **Section 5: Submittal Instructions, Site Visit, Questions, Rule of Award**

Interested parties should submit one (1) original signed response to the Request for Proposals (RFP), and submitted no later than June 12, 2024, at 2 pm EST to:

Office of Town Administrator  
Town Hall  
3 Washburn Square  
Leicester, MA 01524

If the Town's Offices are closed the day of which bids are due because of uncontrollable events such as weather, or other emergency, the deadline for receipt of bids shall be extended until 2:00 P.M. local time the next business day that the Town's Offices are open.

Upon arrival at the property for the site visit, all attendees must sign in and provide a business card with contact information. Attendees will have the opportunity to tour the property and ask clarifying questions.

The Town will offer written responses to written questions received by May 30, 2024. In the event the Town determines that formal clarification or modification to the RFP is warranted, the Town will issue a written Addendum to this RFP. Participants are encouraged to bring a copy of this RFP to the site tour.

All material changes or clarification of any matter contained in this RFP will be published in a timely manner in the form of a written addendum to our web site and e-mailed to all interested parties who have contacted us and/or attended the site tour.

### **Rule of Award**

**The Town will accept the proposal of a responsive and responsible Proposer who offers the most advantageous proposal, taking into consideration all evaluation criteria including price.**

### **Price Proposal**

To be considered responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their Price Proposals on the form entitled "Price Proposal Form" that is enclosed herewith as Appendix 1. The Price Proposal Form shall include a Price that includes the furnishing of all payments, insurance, and other costs incurred in the performance under the Contract and signed by an individual authorized to bind the Proposer contractually.

## **Section 6: Contents of Proposals**

To be considered, all proposals must contain the following:

### **A. Letter of Transmittal**

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least one hundred eighty (180) calendar days from the opening of Proposals.



## **B. Table of Contents**

Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.

## **C. Forms and Content**

- 1) Cover letter.
- 2) Contact information for the development team including completed form included as Attachment 1 to this RFP.
- 3) A description of the entity submitting the proposal including, if not an individual, the name of all partners, corporate name(s), and D/B/A(s) if applicable, and the pertinent address and telephone number; names and addresses of all investors/shareholders and officers of the corporation; names and title of persons with the authority to contractually bind a purchase and sale agreement. The description of the proposer shall also include the following information:
  - (1) Experience and qualifications of the proposer in leasing, owning, operating and/or managing similar property(s).
  - (2) Experience and qualifications of the proposer's operations and management of similar properties or facilities.
    - 4) A list of five (5) references, including names, addresses, and phone numbers.
    - 5) Statement of the financial ability of the Proposer to complete the purchase, and planned restoration and use of the property. Such statement may include bank statements, evidence of having a substantial cash down payment, a letter of commitment from a private source or letter of commitment from a lending institution for the full amount of purchase and construction costs, and/or any other documents that demonstrate the financial resources of the Proposer.
    - 6) Statements of developer financial capability, including completed forms included as Attachments 1 and 2 to this RFP.
    - 7) Preliminary description of the extent of the proposed use, and preferences for new building types, reconstruction of the existing building and site configuration (if any). A full description of the anticipated use of the building, its compatibility with zoning, anticipated, parking and traffic counts, and its fit into the neighborhood is required. Such description should include the following information:
      - (a.) A clear and concise statement describing the proposed use of the Site.
      - (b.) A description of the proposed improvements to be made with associated cost and timeframe for completion.
      - (c.) The status of financing commitments for the proposed use of the Site, including the names of equity investors and/or sources of loan funds.
      - (d.) The estimated start date of the improvements to be made (in terms of number of days or months) from the date of closing.
      - (e.) The estimated completion date of the improvements (in terms of number of days or months) from the start date.
      - (f.) An anticipated date for commencement of operations or use of the Site as proposed.
      - (g.) A Financial Plan showing a development pro-forma which identifies all anticipated sources and uses of funds, including public and private debt and equity financing and all anticipated acquisition, construction and general development costs
- 8) A fully executed Price Proposal Form.
- 9) A fully executed Certificate of Non-Collusion.

- 10) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A).
- 11) A fully executed Disclosure of Beneficial Interests in Real Property Transaction Form (M.G.L. c. 7C, §38).
- 12) A fully executed Conflict of Interest Certification (M.G.L. c.268A).
- 13) A fully executed Certificate of Corporate Proposer.
- 14) A fully executed Certificate of Compliance with M.G.L. c. 151B.
- 15) A fully executed Certificate of Non-Debarment.
- 16) The name, address, telephone number and email address of the individual submitting the Proposal who will serve as the Proposer's primary contact with the Town.
- 17) A statement that the Proposer is fully acquainted with the property conditions as they exist.
- 18) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the purchasing of property.

#### **D. Bid Deposit**

A deposit of ten thousand dollars (\$10,000) must be included as part of the Proposal. Should the Proposer elect to terminate the transaction for any reason after a purchase and sale agreement, contract, or other legal document is signed, it will be the sole determination of the Select Board if the deposit is to be refunded to the Proposer. The bid deposit of the selected Proposer shall be retained by the Town and applied to the purchase price of the property. The bid deposits of the remaining proposers shall be returned within fourteen (14) days after execution of a purchase and sale agreement with the successful Proposer.

### **Section 7: Evaluation and Award**

#### **Evaluation**

In evaluating responses, the Town will consider how the proposed project advances the Project Goals described in this RFP as evaluation criteria. The Town may request additional information and conduct interviews with responders as part of the evaluation process. This RFP may lead to one of the following outcomes:

- Accepting a proposal and proceeding with the sale of the property.
- Rejection of all proposals and cancellation of this RFP.

NOTE: All proposals will be reviewed for the purpose of determining how best to develop or restore the property, in accordance with the requirements of M.G.L. 30B, sec. 16 and shall be open to all proposers in accordance with the requirements of the RFP and applicable law.

#### **Comparative Evaluation Criteria**

Each proposal that meets the minimum submittal requirements will be evaluated using the following comparative criteria. If a proposal does not meet the minimum evaluation criteria, it will be rejected, regardless of how its corresponding proposal may have been evaluated.

##### **1. Development Capabilities**

The developer must demonstrate that it is qualified, experienced and capable to fully accomplish the proposed project. Evaluation criteria includes the quality of the development team's reputation and references, its regulatory track record and its assertion of its ability to complete projects as proposed. Documentation of experience and a track record suggesting a high likelihood of success in development of

projects of similar size or complexity.

**Highly Advantageous** - All the development team members are identified and fully qualified for all aspects of the project, and the developer has repeatedly demonstrated superior financial and technical capability to accomplish similar developments.

**Advantageous** - The development team members are identified and professionally qualified for key aspects of the project, and the developer has demonstrated good financial and technical capability to timely accomplish developments similar to this project.

**Not Advantageous** - The development team members are identified and qualified for aspects of the project but is not complete and is missing key aspects, or the developer has not clearly demonstrated financial and technical capability to accomplish developments similar to this.

**Not Acceptable** - The development team members are not identified or are not qualified for key aspects of the project, or the developer is unable to demonstrate the capability to accomplish a development like this.

## **2. Compatibility with Project Goals**

The proposed project should aim to address the Project Goals set forth in Section 2, Item 10 . It should be capable of being permitted by the developer and compatible with the surrounding uses and area in terms of scale, activities, appearance, and site design. Please note that the proposals are ranked on the items listed in each ranking. Proposers are able to move up or down the ranking depending on how they perform on each of the criteria listed in the ranking:

### **Highly Advantageous** –

- The Developer has committed to addressing all of the of the project goals listed in RFP.
- The use proposed by the developer is highly desirable to the Town
- There is little to no impact to direct abutters and the neighborhood in general.
- The project is capable of being permitted by the developer and compatible with the surrounding area in terms of scale, activities, appearance, and site design.
- Materials have been included to support the detail and feasibility of the proposal.

### **Advantageous** –

- The Developer has committed to addressing some of the project goals listed in RFP.
- The use proposed by the developer is somewhat desirable to the Town.
- There is potential of minor to moderate impact to direct abutters and the neighborhood in general.
- The project appears to be capable of being permitted by the developer and compatible with the surrounding uses and area in terms of scale, activities, appearance, and site design.
- Materials have been included to support the proposal but are not fully illustrative of its feasibility.

### **Not Advantageous** –

- The Developer has not committed to addressing one or more of the Project Goals listed in the RFP.
- The use proposed by the developer may offer no benefit to the Town.
- The use has some negative impact to direct abutters and the neighborhood in general.
- The project does not readily appear to be capable of being permitted by the developer and compatible with the surrounding uses and area in terms of scale, activities, appearance, and site design.

- Materials have not been included to support the proposal.

***Not Acceptable*** –

- The Developer does not address more than one of the Project Goals listed in the RFP.
- The use proposed by the developer is of not desirable to the Town.
- The use proposed by the developer has a negative impact to direct abutters and the neighborhood in general.
- The project is not capable of being permitted by the developer and is not compatible with the surrounding uses and area in terms of scale, activities, appearance, and site design.
- Materials have not been included to support the proposal.

**3. Financial/Timing Factors**

The proposal should provide value that the Developer is financially capable of developing the property. The development should proceed as soon as possible and be completed in a timely manner.

***Highly Advantageous*** - The proposal provides a highly satisfactory purchase price. The proposal states a realistic and attainable timeline for redevelopment, with targeted goals for permitting, construction, and completion of the project.

***Advantageous*** - The proposal provides a satisfactory purchase price. The proposal states a timeline for redevelopment that may be contingent on other factors such as grant funding or other financing.

***Not Advantageous*** -The proposal provides a less than satisfactory purchase price. The project may be overly reliant upon grants and other funding. The project may have an extended timeline for completion.

***Not Acceptable*** - The proposal provides an unacceptable purchase price. The project is reliant upon grants and other funding. The project may also have an undefined timeline for commencement and completion.

**4. Restoration/Replacement of existing building**

The proposal provides for the restoration or reconstruction of all portions of the vacant building, with significant interior/exterior improvements, as well as extensive site work to improve the functionality of the building and increasing its value.

***Highly Advantageous*** - The proposal provides for the full restoration or replacement of the entire vacant building, including exterior, interior, systems, and site work. The structure will be fully functional and aesthetically pleasing. The improved or replaced building will provide significant value to the Town's tax base.

***Advantageous*** - The proposal provides for the restoration of the vacant building, including exterior, interior, systems, and site work. The structure will be fully functional and aesthetically pleasing. The restored building will add value to the Town tax base.

***Not Advantageous*** – The proposal provides for the moderate restoration of the of the vacant building, including exterior, interior, systems, and site work. The work would be for either full restoration of one section of the building, the moderate restoration of the entire building, or a combination of either. There may be limited site work as well. The structure will be functional, but there may be remaining aesthetic issues. There will be limited addition to the Town's tax base.

***Not Acceptable*** - The proposal provides for little or no work beyond basic systems functionality. Exterior, Interior, and site work limited or considered unnecessary. There will be little or no improvement to the Town's

tax base.

## **5. Neighborhood Benefits**

The proposal provides additional public benefits to the neighborhood, Town and community such as contribution/protection to the unused of the parcel that is set forth in Section 2, Item 10 stated Project Goals. It offers productive use, without substantially increasing traffic, noise, or other factors that may cause concern in the neighborhood.

***Highly Advantageous*** - The proposal provides substantial indirect and direct benefits to the Town and community without substantially increasing traffic, noise, or other factors that may cause concern in the neighborhood.

***Advantageous*** - The proposal provides moderate indirect and direct benefits to the Town and community, but anticipates a limited increase of traffic, noise, or other factors that may cause concern in the neighborhood.

***Not- Advantageous*** - The proposal provides no indirect and direct benefits to the Town and community while substantially increasing traffic, noise, odor, or other factors that may cause concern in the neighborhood.

***Not Acceptable*** -The proposal creates direct or indirect burdens on the Town and community and substantially increases traffic, noise, odor, or other factors that may cause concern in the neighborhood.

## **Section 7. Waiver**

### **Waiver of Informalities or Irregularities and Rejection of Proposals**

The Town may at its selection, waive any minor informality or irregularity in bids received or reject any or all bids or portions thereof.

## **Section 8. Review Committee**

The Review Committee will be appointed by the Select Board and the committee will review and rate the Proposals and rank them.

Based upon the Review Committee's analysis of the Proposals, the Review Committee will make a recommendation to the Select Board concerning which Proposal the Town should accept. Any Sale of the Property by the Town will be awarded, if at all, pursuant to M.G.L. c. 30B, § 16, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration Price and all other evaluation criteria set forth in the RFP.

## **Section 9. Compliance with Laws**

The Purchaser shall comply with all applicable provisions of Federal, Massachusetts and local law, including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended.

## **Section 10. Indemnification**

The Purchaser shall assume all indemnification responsibilities described in the Purchase and Sale Agreement which is a part of this RFP and is incorporated herein by reference. The selected Proposer shall, as a term and condition of any Purchase and Sale Agreement, indemnify, defend and hold harmless the Town of Leicester and all of its officers, agents, and employees against all suits, claims, or liabilities of every name, nature and description arising out of or in consequence of the acts of the Proposer in the performance of the work covered by this RFP and the Purchase Agreement and/or the Proposer's failure to comply with the terms and conditions thereof.

## **Section 11. Appendices/Exhibits**

### Appendices

1. Price Proposal Form.
2. Certificate of Non-Collusion.
3. Certificate of Tax Compliance. (M.G.L., c.62C, §49A).
4. Disclosure of Beneficial Interests in Real Property Transaction Form (M.G.L. c. 7C, §38).
5. Conflict of Interest Certification (M.G.L. c.268A).
6. Certificate of Corporate Proposer.
7. Certificate of Compliance with M.G.L. c. 151B.
8. Certificate of Non-Debarment.

### Exhibits

- A. Plan depicting the Property and proposed division line.
- B. Property Record Card
- C. Sample Purchase and Sale Agreement
- D. Zoning Table

**Appendix 1 Price Proposal Form**

Please print legibly. or a purchase, the undersigned hereby submits the following Price:

\_\_\_\_\_  
Total in numbers

\_\_\_\_\_  
Total in words

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Printed Title

If a Corporation:

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

Officers of Corporation and Addresses \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Principal of Business \_\_\_\_\_ Zip Code \_\_\_\_\_

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

Place of Business in MA \_\_\_\_\_ Zip Code \_\_\_\_\_ Tel. \_\_\_\_\_

Full Legal Name of Surety Company \_\_\_\_\_

Principal Place of Business \_\_\_\_\_  
\_\_\_\_\_

Admitted in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in MA \_\_\_\_\_ Zip Code \_\_\_\_\_ Tel. \_\_\_\_\_

**Appendix 2**  
**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
Printed Name of Proposer

\_\_\_\_\_  
Printed Address of Proposer

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date



**Appendix 3**  
**CERTIFICATE OF TAX COMPLIANCE**

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

\_\_\_\_\_  
Printed Name of Proposer

\_\_\_\_\_  
Printed Address of Proposer

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date



*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 lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty- three A, and timeshares 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 arm's 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 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

**Appendix 5**  
**CONFLICT OF INTEREST CERTIFICATION**

The Proposer hereby certifies that:

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

\_\_\_\_\_  
Printed Name of Proposer

\_\_\_\_\_  
Printed Address of Proposer

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Printed Title

**Appendix 6**  
**CERTIFICATE OF CORPORATE PROPOSER**

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

(Corporate Seal)

Printed Name of Proposer \_\_\_\_\_

Printed Address of Proposer

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

Telephone Number

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

(Signature)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Title

\_\_\_\_\_

Date

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

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

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all Supplier Diversity Office (SDO) thresholds, as applicable, if they have been established in conjunction with this Request for Proposals.

Printed Name of Proposer

---

Printed Address of Proposer

---

---

Telephone Number

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

(Signature)

---

Printed Name

---

Printed Title

---

Date

**Appendix 8**  
**CERTIFICATE OF NON-DEBARMENT**

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

\_\_\_\_\_

Printed Name of Proposer

\_\_\_\_\_

Printed Address of Proposer

\_\_\_\_\_

\_\_\_\_\_

Telephone Number

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

(Signature)

\_\_\_\_\_

Printed Name

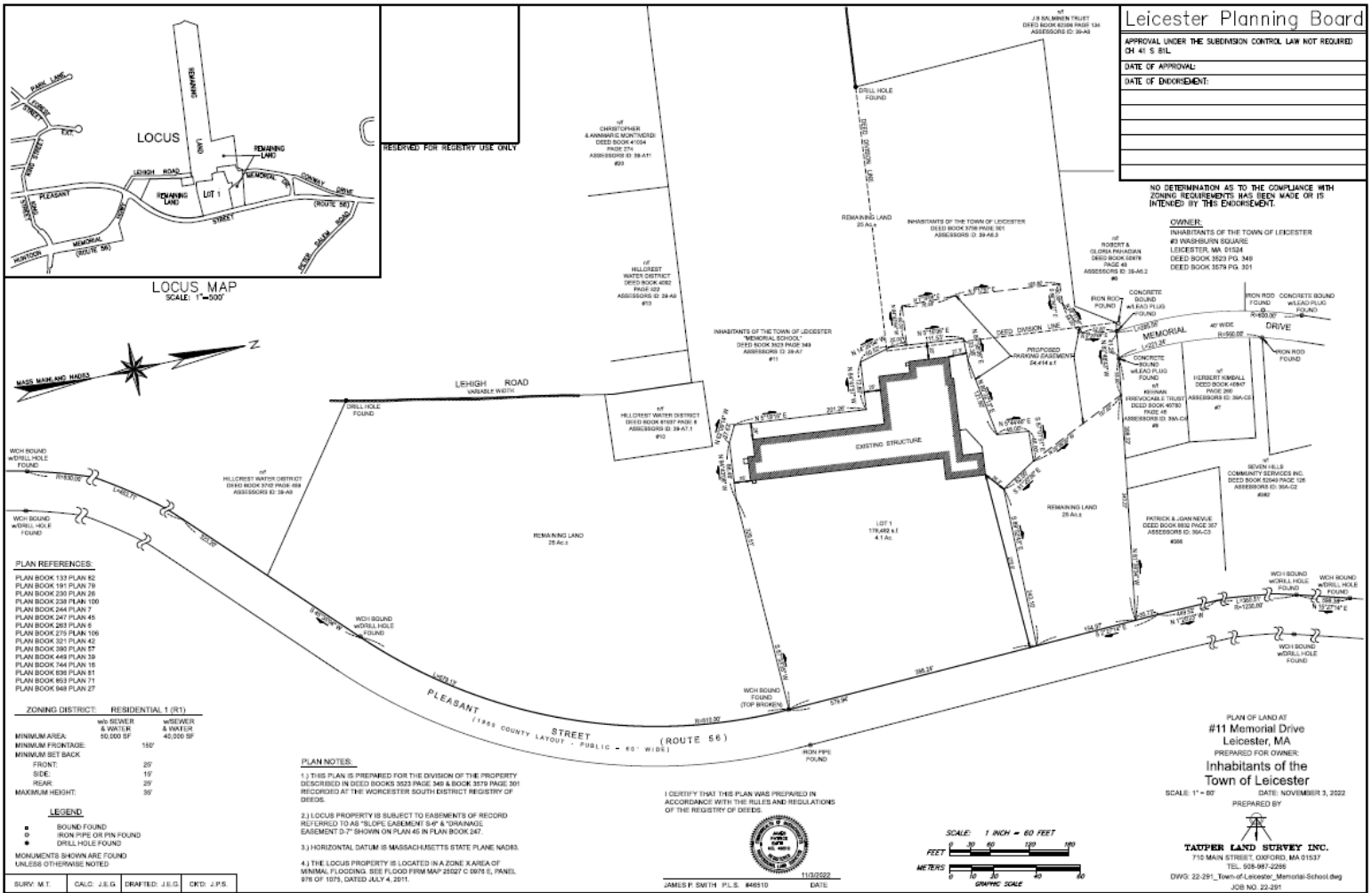
\_\_\_\_\_

Printed Title

\_\_\_\_\_

Date

# Exhibit A: Recorded ANR of Property



For better detail, see plan in Book 969 on Page 114





**Exhibit C**

**Sample Purchase and Sale Agreement**

**PURCHASE AND SALE AGREEMENT FOR MASSACHUSETTS REAL ESTATE**

**SECTION 1 -- INFORMATION AND DEFINITIONS**

1.1 DATE OF THIS AGREEMENT: \_\_\_\_\_, 2023

1.2 PREMISES:

Approximately \_\_\_\_\_ square feet of land, more or less, shown on a plan titled “\_\_\_\_\_”, in Leicester, Massachusetts, Scale 1”= 40’, Prepared by \_\_\_\_\_, and dated \_\_\_\_\_ recorded with the Worcester South District Registry of Deeds as Plan No. \_\_\_ of \_\_\_\_\_.

For title see: Book \_\_\_\_\_, Page \_\_\_\_\_. The Premises shall be conveyed along with a non-exclusive easement for parking purposes in the adjacent parking lot.

1.3 SELLER: **TOWN OF LEICESTER**

Seller’s Attorney: Heather C. White, Petrini & Associates, P.C.  
372 Union Ave., Framingham, MA 01702  
Telephone: (508) 665-4310

1.4 BUYER:

Buyer’s Attorney:

Telephone:

1.5 PURCHASE PRICE: \_\_\_\_\_ and 00/100 (\$xxxxxxxx) Dollars

Paid as follows:

	\$	\$10,000	bid deposit to be applied to the Purchase Price
is greater)	\$	xxxxxx.00	to be paid by bank check on this date (5% of purchase price or \$40,000, whichever
wire.	\$	xxxx	to be paid at the time of recording of the deed by attorney’s IOLTA check or bank
	\$	xxxxx.00	TOTAL

Balance to be paid in accordance with Paragraph 2.7 of this Purchase and Sale Agreement.

1.6 DEPOSIT: All deposits made hereunder shall be held in escrow by Petrini & Associates, P.C., as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or the order of a court of competent jurisdiction.

1.7.A CLOSING DATE AND TIME: \_\_\_\_\_, 2023

1.7.B PLACE OF CLOSING: Seller’s attorney’s office unless otherwise agreed upon in writing.

1.8 INCLUDED ITEMS: NONE

1.9 EXCLUDED ITEMS: NONE

1.10 TITLE: Seller shall tender a Massachusetts deed with Quitclaim Covenants

- 1.11 OTHER MATTERS: Seller's performance is contingent upon compliance with the applicable provisions of G.L. c. 30B, §16
- 1.12 SELLER'S FIRE AND EXTENDED COVERAGE INSURANCE: AS PRESENTLY INSURED
- 1.13 ITEMS TO BE APPORTIONED AS OF DATE OF CLOSING:  
a. Current real estate taxes to be paid in accordance with \_\_\_\_\_.
- 1.14 BUYER'S MORTGAGE CONTINGENCY: NONE
- 1.15 BUYER'S INSPECTION CONTINGENCY DATE: NONE
- 1.16 BROKER: NONE
- 1.17 WARRANTIES: NONE

UNLESS OTHERWISE NOTED, THE FOLLOWING PROVISIONS SHALL APPLY:

## **SECTION 2 -- GENERAL PROVISIONS**

- 2.1 Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.
- 2.2 Deleted. No personal property is included in this conveyance.
- 2.3 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. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording. Unless otherwise agreed, Seller's attorney may disburse the funds if no report has been received by 5:00 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.
- 2.4 The Premises shall be conveyed on the Date and Time of Closing at the Place of Closing by a good and sufficient deed running to Buyer (or Buyer's Nominee) conveying a good and clear record and marketable title thereto free from all encumbrances except those listed in Paragraph 1.11 and the following:
- a. Real Estate Taxes assessed or to be assessed on the Premises to the extent that such taxes then are not yet due and payable.
  - b. Betterment assessments, if any, which are not a recorded lien on the Premises as of the Date of this Agreement.
  - c. Federal, state and local laws, ordinances, by-laws and rules regulating the use of land, particularly environmental, building, zoning, health, rent control and condominium conversion laws, if any, applicable as of the date of this Agreement;
  - d. Existing rights, if any, in party or partition walls;
  - e. Utility easements in the adjoining ways.
- 2.5 Deleted.
- 2.6 Simultaneously with the delivery of the deed to the Buyer, Seller shall, if requested to do so, execute and deliver affidavits and indemnities with respect to parties in possession and mechanic's liens to induce Buyer's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters;
- 2.7 Upon delivery of the deed, the Buyer shall:

- a. Pay the balance of the Purchase Price by certified check, municipal treasurer's check or cashier's check drawn from a Massachusetts Bank or credit union or sent by federal funds wire transfer. It is Buyer's obligation to insure that the Purchase Price is paid in compliance with this paragraph;
  - b. Execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L. c. 7C, §38 in the form attached hereto;
  - c. Execute a certification of tax compliance from the purchaser as required by G.L. c. 62C, § 49A in the form attached hereto;
  - d. Pay real estate tax for the Premises in an amount to be calculated by the Town of Leicester Assessor from the Closing Date through the end of Fiscal Year 2018.
- 2.8 Deleted
- 2.9 If the real estate tax rate is not set at the time of closing, the apportionment of real estate taxes shall be made on the basis of the tax assessed for the most recent preceding year, with a readjustment at the request of either party, when the amount of the current year's tax is set. If the amount of the tax is reduced by abatement, the rebate, less the reasonable cost of obtaining it, shall be apportioned between the parties.
- 2.10 Full possession of the Premises shall be delivered at the Date and Time of Closing. The Premises then shall (a) not be in violation of any of the matters in Paragraph 2.4c or of the provisions of any matter or instrument referred to in Paragraph 1.11; (b) be free of encroachments burdening the Premises and of improvements which encroach on adjoining property, including buildings, septic system, well and driveway; (c) have sufficient legal access to a public way; and (d) have title that is insurable, for the Buyer, by a title insurance company in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently used. From the Date of Agreement to the Closing.
- 2.11 Deleted.
- 2.12 If Seller is unable to convey title or deliver possession of the Premises as required hereunder or the Premises do not comply with the requirements of Paragraph 2.10, upon notice by either party, prior to the Date of Closing, this Agreement shall be automatically extended for 30 days. Seller shall remove all mortgages, attachments and other encumbrances incurred or assumed by Seller which secure the payment of money, provided the total amount thereof does not exceed the Purchase Price, and Seller shall use reasonable efforts to remove other defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof. At the end of the extended period, if all such defects have not been removed, or the Seller is unable to deliver possession, or the Premises do not conform with the requirements of this Agreement, Buyer may elect to terminate this Agreement and to receive back all deposits, upon receipt of which all obligations of the parties hereto shall cease. At the original or extended time for performance, Buyer may elect to proceed with the Closing upon payment of the full Purchase Price reduced by an amount sufficient to remove all mortgages, attachments and other encumbrances which secure the payment of money which have not been removed by Seller but otherwise without deduction. In the event that the reason the Premises do not conform is damage to the Premises caused by fire or other casualty insured against, and Seller has not restored the Premises to their former condition and Buyer elects to proceed, Seller shall assign all insurance proceeds to Buyer and the Purchase Price shall be reduced by:
- a. the net amount of any insurance proceeds which a mortgagee has applied to the mortgage debt, less any amounts reasonably expended by Seller for partial renovation.
  - b. the amount of any insurance proceeds received by Seller; and
  - c. any deductible amount under Seller's insurance policy.

- 2.13 All offers and agreements made prior to this Agreement are hereby discharged and all further obligations of the parties are contained only in this Agreement. The acceptance of a deed by Buyer (or Buyer's Nominee) shall be a full performance and shall discharge every agreement and obligation herein except any agreements which by their terms are to be performed after the Closing. All representations and warranties herein shall survive the delivery of the deed. Buyer has not relied upon the representations or warranties of Seller except as specifically set forth in Paragraph 1.17.
- 2.14 Deleted.
- 2.15 Buyer's designating a Nominee to take title to the Premises shall not relieve Buyer of any obligation hereunder. Any note, mortgage or other document to be delivered from Buyer to Seller shall be executed by and be the personal obligation of Buyer, or be unconditionally guaranteed by Buyer, unless otherwise specified herein.
- 2.16 Deleted
- 2.17 Buyer warrants and represents that Buyer has dealt with no broker or agent with respect to this transaction or these Premises and agrees to indemnify and hold Seller harmless from all claims for brokerage or commission on account of this sale by any person, provided:
- a. Seller gives Buyer prompt notice of the claim;
  - b. Buyer is afforded an opportunity to defend against the claim;
  - c. The claimant produces evidence that claimant dealt with Buyer with respect to the Premises; and,
  - d. The claimant obtains a judgment against Seller for a brokerage commission. Seller agrees to indemnify and hold Buyer harmless from all claims for brokerage or commission on account of this transaction or these Premises by any person, provided Buyer has not dealt with any other broker or agent with respect to this transaction.
- 2.18 If a party hereto is a corporation, no shareholder, or if a party hereto is a trust, no trustee or beneficiary of the trust, shall be personally liable for any obligation, express or implied, hereunder. If Seller or Buyer discloses in this Agreement that either of them is acting in a representative or fiduciary capacity, only the principal or estate represented shall be bound. If more than one person is named herein as Buyer or Seller their obligations hereunder are joint and several.
- 2.19 TIME IS OF THE ESSENCE OF ALL PROVISIONS OF THIS AGREEMENT.
- 2.20 This Agreement is to be construed as a Massachusetts contract.
- 2.21 Notwithstanding the provisions of the or a Practice Standards of the Real Estate Bar Association, Buyer shall bear the cost of recording a Municipal Lien Certificate and the deed to the Premises and of any instruments required by Buyer's counsel or title insurer in conjunction with this transaction, including costs to transmit instruments in hand or electronically for recording at the Worcester South District Registry of Deeds. Any matter or practice arising under or relating to this Agreement which is the subject of a Title Standard of the Real Estate Bar Association shall be governed by said Title Standard to the extent applicable.
- 2.22 Except as provided in Paragraphs 2.23 and 2.24 all notices required or permitted to be given hereunder shall be in writing and delivered in hand, or sent by Federal Express or other recognized overnight delivery service, or mailed postage prepaid, by registered or certified mail, addressed to Buyer or Seller at the appropriate address as specified in Paragraphs 1.3 and 1.4 or to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered in hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or, if so mailed, five business days after deposit with the U.S. Postal Service.

2.23 Deleted

2.24 Deleted

**WHEN EXECUTED, THIS WILL BE A BINDING CONTRACT, AN ATTORNEY SHOULD BE CONSULTED BEFORE SIGNING.**

**SELLER:**

**TOWN OF LEICESTER SELECT BOARD:**

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**APPROVED AS TO FORM:**

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Christopher J. Petrini, Town Counsel

**BUYER:**

---

By:

Its duly authorized:

## RIDER A

1. **Time for Performance:** The date of delivery of the deed as contemplated in the Purchase and Sale Agreement will be thirty (30) days from receipt of notice given by either party to the other of satisfaction of the last of all the conditions set from in Paragraph 2 of this Rider A.
  
2. **Conditions:** The performance of the Purchase and Sale Agreement shall be conditioned on the satisfactory completion of the following conditions.
  - A. The Buyer shall prepare complete plans for development of the premises, including but not limited to, complete construction plans showing details of the components of the building that are to be preserved, and new components to be added to the building and to the premises, and the time line for project completion. Such plans shall be submitted by the Buyer to the Seller within one hundred twenty\_(120) days from the date of the full execution of this Agreement. Upon satisfactory completion of its review of those plans the seller will notify the Buyer, within thirty (30) days of receipt of the plans from the Buyer that the plans have been approved. In the event the Buyer is required to amend the plans prior to approval by the Seller, the Buyer shall be allowed an additional thirty (30) days to submit such amended plans. The plans as approved may not be further amended prior of the Seller.
  
  - B. The Buyer shall notify the Seller when it has obtained financing commitments sufficient to fund the development of the project, within one hundred eighty (180) days from the date of the full execution of this Agreement.
  
  - C. The Buyer shall provide the Seller notice when it has obtained the

necessary permits, including zoning permits and planning board approvals or endorsements necessary to proceed with the project.

- D. The Buyer shall provide the Seller with a Letter of Credit sufficient to guarantee the completion of the work as shown on the approved plans. The Seller shall notify the Buyer when it is satisfied with such Letter of Credit within thirty (30) days of the date of receipt by the Seller of such documentation.
- E. If each of the conditions set forth in paragraph 2 of this Rider A has not been satisfied, with notice thereof given as provided in each of the conditions, no later than one (1) year following the date of this Agreement, then either party may terminate this agreement by written notice the other, and this agreement shall thereupon be void and without recourse. In the event of termination of this agreement by either party, all deposits provided in accordance with this Agreement shall be released from escrow and provided to the Seller.



**EXTENSION**

DATE: \_\_\_\_\_

The time for the performance of the foregoing Agreement is extended until \_\_\_\_\_ o'clock \_\_m. on the \_\_ day of \_\_\_\_\_, 2023 time still being of the essence of this Agreement, as extended. This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

**SELLER:**

**TOWN OF LEICESTER SELECT BOARD:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher J. Petrini, Town Counsel

**BUYER:**

\_\_\_\_\_  
By:  
Its duly authorized:



3.2.02 RESIDENTIAL		SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
4.	Accessory uses customarily incidental to a permitted main use on the same premises, including, but not limited to the following: A. Use of a room or rooms in a dwelling for customary home occupations conducted by resident occupants, such as dressmaking, candy making or for the practice by the resident of a recognized profession.	Y	Y	Y	Y	Y	Y	Y	Y
	B. Use of a premises or building thereon in connection with his trade by a resident carpenter, electrician, painter, plumber or other artisan provided that no offensive noise, vibration, smoke, dust, odor, heat or glare is produced. Not more than one person other than residents of the premises is regularly employed in connection with the use. No stock in trade is regularly maintained except for products of the occupation itself or for goods or materials which are customarily stored, used or sold incidental to its performance. From the exterior of the building so used, there is not visible any display of goods or products, storage of materials or equipment, regular parking of commercial vehicles, or any other exterior indication that the premises are being utilized for any purpose other than residential, except for an accessory sign as hereinafter permitted.	Y	Y	Y	Y	Y	Y	Y	Y
5.	Accessory buildings, customarily incidental to the uses permitted on the same premises.	Y	Y	Y	Y	Y	Y	Y	Y
6.	Conversion of a one-family dwelling existing at the time of adoption of this by-law into a two-family dwelling, provided that the lot meets in full the intensity requirements for the district as outlined in Section 4.2 of this by-law and provided further that it can be demonstrated in each instance that no public health hazard is involved through inadequate provision for water supply or sewage disposal.	N	N	SP	SP	SP	N	N	N
7.	Family Child Care Home	Y	Y	Y	Y	Y	Y	Y	Y
8.	Child Care Facility	Y	Y	Y	Y	Y	Y	Y	Y
9.	Limited Frontage Lot in accordance with Section 1.3 Also needed SP for zone BR1	SP	SP	SP	N	N	N	N	N
10.	Senior Village Development (Special Permits issued by Planning Board)	SP	SP	SP	SP	N	N	SP	N
11.	Accessory Apartment	Y	Y	Y	N	N	N	Y	N
12.	Mixed-Use Development, Vertical Mix, 1-3 Units	N	N	N	Y	Y	N	N	N
13.	Mixed-Use Development, Vertical Mix, 4 Units or more	N	N	N	SP	SP	N	N	N
14.	Mixed-Use Development, Horizontal Mix	N	N	N	SP	SP	N	N	N

3.2.03 BUSINESS		SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
1.	Any wholesale or retail business, research laboratory, service or public utility not involving manufacturing on the premises except of products the major portion of which is sold on the premises by the producer to the consumer	N	N	N	Y	SP	Y	Y	Y
2.	Antique or gift shop, provided that the exterior of the building shall not be changed to look like a store, nor any new building be constructed to look like a store and provided that no merchandise shall be displayed outside the building.	Y	Y	Y	Y	SP	Y	Y	Y
3.	Place of amusement or assembly, club conducted for profit	SP	N	N	SP	SP	SP	SP	SP
4.	Office, bank, newspaper or job printing establishment.	N	N	N	Y	SP	Y	Y	Y
5.	Hotel or motel	N	N	N	Y	SP	Y	Y	Y
6.	Restaurant	SP	N	N	Y	SP	Y	Y	Y
7.	Gasoline station(prohibited in Watershed Overlay District	N	N	N	SP	N	N	N	SP
8.	Kennel, Commercial – Special Permits issued by the Planning Board.	SP	N	N	N	N	N	SP	SP
9.	Kennel, Private – Special Permits issued by Zoning Board of Appeals.	Y	SP	SP	Y	SP	Y	Y	Y
10.	Bed & Breakfast *in a pre-existing building	SP	SP	SP	Y	SP	N	N	Y*
11.	Drive-through facility (Special Permits issued by Planning Board)	N	N	N	SP	SP	SP	SP	SP
12.	Car Wash (Special Permits issued by Planning Board)	N	N	N	SP	N	SP	SP	SP
13a.	Rental Self-Storage Facility with no outdoor storage (Special Permits issued by Planning Board)	N	N	N	SP	SP	SP	SP	Y
13b.	Rental Self-Storage Facility with outdoor storage (Special Permits issued by the Planning Board)	N	N	N	SP	N	SP	SP	SP
14.	Contractor's Yard Not allowed (N) in NB, CB, and RIB. Allowed by-right (Y) in BR-1 and HB-2. (Special Permits issued by Planning Board. See also Section 3.2.08., Parking of Commercial Vehicles)	SP	N	N	SP	N	Y	Y	Y
15.	Veterinary Clinic	N	N	N	SP	SP	N	N	N
16.	Farmers' Market	Y	Y	Y	Y	Y	N	Y	Y
17.	Pet Grooming (Special Permits issued by Planning Board)	Y	SP	SP	Y	SP	Y	Y	Y
18.	Medical Marijuana Treatment Center (Planning Board Site Plan Review Required)	N	N	N	Y	N	Y	Y	Y
19.	Marijuana Retailer, Consumer Sales Only (Special Permits issued by the Planning Board)	N	N	N	SP	N	SP	SP	SP
20.	Marijuana Establishment, Non-Retail (Planning Board Site Plan Review Required)	N	N	N	Y	N	Y	Y	Y



3.2.05 TRANSPORTATION, COMMUNICATION, UTILITY		SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
1.	Aviation field	SP	N	N	N	N	N	N	N
2.	Radio or TV broadcasting and re- lay station	SP	N	N	N	N	N	N	SP
3.	Trucking depot	N	N	N	SP	N	SP	SP	SP
4.	Wireless Communication Also include SP for zones BR1 and RIB	SP	SP	SP	SP	SP	SP	SP	SP
5.	Large Wind Facility	SP	N	N	N	N	N	N	SP
6.	Small Wind Facility	SP	SP	SP	SP	SP	SP	SP	SP
7.	Large-Scale Ground-Mounted Solar Energy System	SP	N	N	SP	N	Y	Y	Y
8.	Medium-Scale Ground-Mounted Solar Energy System	SP	SP	SP	Y	N	Y	Y	Y
9.	Small-Scale Ground-Mounted Solar Energy System	Y	Y	Y	Y	Y	Y	Y	Y
10.	Taxi or Limousine Service	N	N	N	SP	N	Y	Y	Y

3.2.06 PUBLIC, SEMI-PUBLIC INSTITUTIONAL		SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
1.	Religious, educational or municipal use.	Y	Y	Y	Y	Y	Y	Y	Y
2.	Hospital, sanitarium, convalescent home	Y	Y	Y	Y	SP	Y	Y	SP
3.	Country club, golf course, boat livery, riding stable, or ski tow	SP	N	N	N	N	N	N	N
4.	Sporting and recreational camps	SP	SP	SP	SP	SP	SP	SP	SP
5.	Private club not conducted for profit	SP	SP	SP	SP	SP	SP	SP	SP

## 5.10. Adaptive Reuse Overlay District (AROD).

[Amended ATM 5/5/2008, ATM 6/2/2020, STM 1/10/23]

### A. The purpose of the Adaptive Reuse Overlay District (AROD) is to:

- (1) Provide specific regulations allowing for the reuse of municipal, religious, historic and mill buildings in a way that promotes public health, safety and welfare and is in keeping with the adjacent character of the neighborhood.
- (2) Provide regulatory flexibility and intensification of use in municipal, religious, historic and mill buildings to prevent disinvestment or deterioration of buildings that have become obsolete for their original purposes.
- (3) Allow for the reuse of municipal, religious, historic and mill buildings as a means to increase the town's overall tax base, create employment opportunities and ensure efficient use of municipal services so as to not create a burden on these services.
- (4) Encourage the adaptive reuse of historic buildings where such reuse would more effectively promote, preserve, and enhance the architectural character of the surrounding neighborhood than would the redevelopment of the site following the demolition of these landmark structures.

### B. Eligibility for Conversion

The following shall be eligible for conversion to those uses listed in Section D of this bylaw:

- (1) A municipal building located in any zoning district constructed more than sixty (60) years ago.
- (2) Any existing structure having not less than 10,000 square feet constructed more than sixty (60) years ago and historically part of a mill complex.
- (3) Any existing structure used for one or more of the following religious uses for not less than fifteen (15) years for religious use:

churches, convents, schools, rectories, and parish halls.

- (4) Any existing structure of not less than 5,000 gross square feet constructed more than sixty (60) years ago and located within Leicester's Architectural Conservation District.

### **C. Scope of Authority**

The AROD is superimposed over all the underlying zoning districts in the Town. Except as specified in this Section 5.10, the provisions of the underlying zoning districts shall remain in effect. The regulations of this overlay district shall govern reuse, reconstruction or expansion of those buildings eligible for conversion as describe in Subsection B above. The Special Permit Granting Authority for an Adaptive Reuse Development (ARD) under this section shall be the Planning Board. ARD's which utilize any of the provisions of this Section 5.10 relative to use, parking, and/or dimensional controls shall require a special permit from the Planning Board. Applicants for Special Permits under this section shall submit plans in compliance with the Leicester Planning Board Rules & Regulations for Special Permit Applications.

### **D. Uses Permitted**

- (1) Uses allowed by right

The following uses are:

- a) Any uses permitted by right in the underlying zoning district in which the structure is located.
- b) Conversion of former municipal buildings to private medical or professional offices.

- (2) Uses allowed by Special Permit

The following uses are allowed by Special Permit and subject to Site Plan Review:

- a) Senior Village Development residential uses, Adult Day Care
  - b) Multi-family
  - c) Professional or administrative offices
  - d) Community recreational center or personal training centers
  - e) Medical Clinic, Dental Office, Veterinarian Office, and Ancillary Offices and Facilities
  - f) Community center or conference center with meeting rooms
  - g) Studios for art, drama, speech, dance, or music
  - h) Retail
  - i) Indoor commercial recreation or health club
  - j) Research and Development uses including ancillary office use and electronic and computer laboratories, but not including ancillary manufacturing, assembly, sale or resale or storage for sale or resale of any goods, items, or material
  - k) Mixed-Use Development, Vertical Mix
  - l) Mixed-Use Development, Horizontal Mix
  - m) Brewery, Distillery, Winery
  - n) Brew Pub
  - o) Makerspace
- (3) Multiple or Mixed Uses: Any combination of uses allowed by right in D(1), and uses allowed by special permit in D(2), may be allowed provided they are compatible with each other and maintain the public health, safety and welfare of the community.
  - (4) Uses required by MGL c40A, Section 3, such as public and private non-profit religious and educational institutions are allowed in the AROD by right subject to Site Plan Review.

### **E. Parking Requirements**

- (1) For all new buildings and structures and for reuse or substantial restoration of existing buildings or structures within the AROD, the parking requirement of Section 5.1 of the Zoning Bylaw shall apply.
- (2) The Planning Board shall be authorized to modify parking, loading requirements, dimensional requirements for off-street parking and loading areas; layout requirements and the number of required spaces in conjunction with the grant of a special permit pursuant to this Section 5.10. This provision shall only apply to uses in the AROD which are located in buildings or structures in existence as of the date of the adoption of this Section of the Leicester Zoning Bylaw. In determining the appropriate reduction, the Planning Board may give consideration to the hours of operation and/or usage of the proposed uses within the development, the opinions of merchants, residents and municipal officials as to the adequacy or inadequacy of parking spaces within the surrounding area, as well as other relevant information. The decrease in number of required spaces shall not create undue congestion, traffic hazards, or a substantial detriment to the neighborhood, and shall not derogate the intent and purpose of this Bylaw.

## **F. Dimensional and Other Requirements**

- (1) The Planning Board, by Special Permit, shall have the authority to waive or modify dimensional controls set forth in Section 4 of the Zoning Bylaw.
- (2) The Site Development Standards for the underlying district are applicable. Where the underlying district does not have Site Development Standards, the standards for the Business (B) District shall apply. The Planning Board, through the ARD Special Permit, may allow for modifications of Site Development Standards where not feasible due to existing site constraints.
- (3) For multi-family projects, the maximum number of dwelling units shall be established by the Planning Board after reviewing the following criteria:
  - a) Existing structures
  - b) Proposed method and efficacy of stormwater disposal
  - c) Availability of water and sewer
  - d) Trip generation, traffic safety and internal site traffic
  - e) Character of the proposed ARDP and its relation to the surrounding neighborhood(s)
  - f) Character of the existing buildings and the potential for reuse thereof
  - g) Applicability of the Water Resource Protection Overlay District
  - h) Reports of the technical consultants of the Planning Board and all other reviewing boards
- (4) Existing Buildings may be expanded provided that such expansion is consistent with the building's historic character and scale and does not cause substantial detriment. Additions shall only be constructed on the side and/or rear of any historic building.
- (5) New Buildings may be constructed on the ARD site provided that the number, type, scale, architectural scale, and uses within such new buildings shall be subject to Planning Board approval. For all new structures or buildings, the dimensional requirements of the underlying zoning district shall apply and, if applicable, to the extent that the dimensional requirements vary dependent upon the use of the building, the pre-dominant use based upon gross floor area utilized shall govern.
- (6) All proposed signs shall comply with Section 3.2.07 of the Zoning Bylaw, except that if the building and land on which situated are located in a single family district (SA, R1, R2), the Planning Board may permit a sign of no larger than 10 square feet which identifies only the building and its occupants.
- (7) Proposed projects are encouraged to provide parking, bicycle and pedestrian accommodations, Low Impact Development and Best Management Practices as it pertains to Stormwater Management, consolidations of curbs cuts and driveways, and previous surfaces/green space as much as may be practicable while also retaining the historic character of the site.

## **G. Standards for Approval**

- (1) As a condition of any Special Permit for the an ARD that proposes 10 or more multi-family dwelling units, a minimum of ten (10%) of the total number of dwelling units shall be required, in perpetuity, to be restricted to persons qualifying as moderate income in accordance with the Massachusetts Department of Housing and Community Development definitions of low and moderate incomes. This affordability requirement is recommended but not required for live-work spaces associated with makerspaces.
- (2) The proposed project preserves or enhances the historic significance of existing buildings on or eligible to be on the State or National Register of Historic Places and, where applicable, the eligibility of the same for listing on the State or National Register of Historic Places as an individual property or a contributing property to an area.
- (3) Any expansion of existing buildings on or eligible to be on the State or National Register of Historic Places is consistent with the U.S. Secretary of the Interior's Standards for Rehabilitation, as determined by the Leicester Historical Commission.
- (4) The project shall have sufficient local infrastructure to accommodate the proposed development
- (5) The proposed ARD does not cause substantial detriment to the neighborhood after considering the following potential consequences
  - a) noise, during the construction and operational phases,
  - b) pedestrian and vehicular traffic,
  - c) environmental harm,
  - d) visual impact caused by the character and scale of the proposed structure(s).

The Planning Board may attach such additional limitations and conditions to a Special Permit granted under this Section as may be necessary to protect the neighborhood surrounding the property, and as may be necessary to encourage the most appropriate use of land and building to be converted.