



**Request for Proposal 23-14  
SALE OF HISTORIC LIBRARY BUILDING  
GREENFIELD, MA**

**RFP Available: Wednesday, March 29, 2023 @ 10:00 AM**

**RFP Due Date: Thursday, June 29, 2023 @ 11:00 AM**

**Submit To:**

Laura Phelps, CPO  
Procurement Office  
2<sup>nd</sup> Floor  
14 Court Square,  
Greenfield MA 01301

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# ADVERTISEMENT FOR PROPOSERS

The City of Greenfield Massachusetts is requesting proposals for the acquisition, renovation and redevelopment of the Leavitt-Hovey House (also known as) the Greenfield Public Library Building located at 402 Main Street. The building offers a unique opportunity for high-quality redevelopment that can seamlessly integrate into the fabric of our Central Business District and will be a community asset for years to come.

Request of Proposal (RFP) 23-14 Purchase of Historic Library Building Greenfield, MA will be available Wednesday, March 29, 2023 by 10:00 AM on the City of Greenfield Website: [https://greenfield-ma.gov/departments/procurement/current\\_bid\\_opportunities.php](https://greenfield-ma.gov/departments/procurement/current_bid_opportunities.php) Interested parties can also receive copies by contacting Laura Phelps at: [Laura.Phelps@Greenfield-ma.gov](mailto:Laura.Phelps@Greenfield-ma.gov) or by calling 413.772.1569.

Tours of the Library will be offered by appointment only. Please contact [Laura.Phelps@Greenfield-ma.gov](mailto:Laura.Phelps@Greenfield-ma.gov) for information on available dates and times.

Questions will be accepted in writing until Friday June 2, 2023 @ 2:00 PM. Answers will be made available in the form of an addendum on the City's website: [https://greenfield-ma.gov/departments/procurement/current\\_bid\\_opportunities.php](https://greenfield-ma.gov/departments/procurement/current_bid_opportunities.php) by Friday June 9, 2023 @ 2:00 PM. Proposals will be due: Thursday, June 29, 2023 @ 11:00AM.

**Submit To:**

Laura Phelps, CPO,  
14 Court Square 2<sup>nd</sup> Floor  
Greenfield, MA 01301

The City will make a selection based on the most advantageous proposal from a responsive and responsible submission taking into consideration price and all other evaluation criteria set forth in the RFP documents.

# INFORMATION FOR PROPOSERS:

RFP 23-14 SALE OF THE HISTORIC LIBRARY BUILDING, GREENFIELD, MA.

## INTRODUCTION

The City of Greenfield Massachusetts is requesting proposals for the acquisition, renovation and redevelopment of the Leavitt-Hovey House a.k.a. Greenfield Public Library Building. The building is located within the social, cultural, and commercial Central Business District of Greenfield. The historic library building is a quick and easy walk to the City's many amenities including: the new library, post office, Franklin County Justice Center, YMCA, John Olver Transit Center, churches, shops, restaurants, Movie Theater, and various entertainment venues. The building offers a unique opportunity for high-quality redevelopment that can seamlessly integrate into the fabric of our Central Business District and be a community asset for years to come.

## THE BUILDING



Greenfield's historic library building is located at 402 Main Street in Greenfield, MA. The building was originally designed and built by Asher Benjamin in 1797 for local lawyer Jonathan Leavitt. The house was later owned by George Hovey, an area merchant. In 1907 the Town of Greenfield purchased the home with the purpose of renovating it to become the public library.

Over time the building has undergone several updates most notably, in 1909 the wings on both sides of the house were completely rebuilt. In 1936 the rear brick portion was added to the building and in 1977 the outside woodwork and windows were replaced. Twenty years later, citizens of Greenfield voted to renovate the building versus moving the library's location.

The building is a one and two-story brick and wood frame structure that is built on a stone and brick foundation and has a full basement. Due to a sloping topography, the basement along the rear of the building is at walkout level. According to building plans, the building contains 11,838 square feet of gross building area (GBA) which includes 2,048 square feet of finished basement space. From 1909 to the present the building has served solely as the Greenfield Public Library.

For additional information regarding buildings systems:  
[https://cms5.revize.com/revize/greenfield/Document Center/Department/Energy%20&%20Sustainability/City%20Building%20Information/Library 2021-11-03.pdf](https://cms5.revize.com/revize/greenfield/Document%20Center/Department/Energy%20&%20Sustainability/City%20Building%20Information/Library%202021-11-03.pdf)

Designed by noted 19th Century architect, Asher Benjamin, the Leavitt-Hovey House was accepted by the National Parks Service for inclusion on the National Register of Historic Places in 1983 (Ref# 83003977). In 1988 Greenfield included the Leavitt-Hovey House in the Main Street Historic District (ID 88001908). This district is also included in the Massachusetts Historical Commission's State Register of Historic Places. These listings can make the Library eligible for both the Commonwealth of Massachusetts Historic Preservation Tax Credit and the Federal Historic Preservation Tax Credit programs.

<https://www.sec.state.ma.us/mhc/mhcpdf/knowhow3.pdf>

In 2019 Governor Charlie Baker submitted the state's Opportunity Zone designations to the U.S. Treasury Department to encourage long term investment in eligible Massachusetts communities. The Opportunity Zone program provides a federal tax incentive for taxpayers who reinvest unrealized capital gains into "Opportunity Funds" that are specialized vehicles dedicated to investing in low income areas called "Opportunity Zones". The zones themselves are low income community census tracts and designated by governors in every state. Governor Baker submitted Census tracts 414 and 413 in Greenfield for OZ classification. The subject is located in Census Tract Zone 413, which provides for use of this federal tax incentive.

<https://greenfield-ma.gov/n/246/Governor-submits-two-Greenfield-tracts-for-federal-Opportunity-Zone-Program>

According to the FEMA Flood Insurance Rate Map #25013C0203E dated July 16, 2013, the subject property is situated within the Zone X Floodplain, which is an area outside the 500-year floodplain. Drainage appears to be adequate.

Floor plans of the building are attached to this document.



## CITY DESCRIPTION



Originally a part of Deerfield, Greenfield was incorporated in 1753 and is the county seat. The City of Greenfield is located in Franklin County, The gateway to the Berkshires and Western Massachusetts. The town covers an area of 21.73 square miles. Greenfield's population, according to the Federal 2000 Census, is 17,016. The school system is kindergarten through grade-twelve.

Greenfield is serviced by both major highways and rail service. Interstate Route 91, with two exits in town, is the major north/south highway that connects Greenfield with points north as far as Canada and points south in Connecticut onto New York. Route 2 provides access to point's east and west to Boston and Albany. The Boston & Maine Railroad runs north/south servicing the local industries. There are Amtrak trains stopping in Greenfield Daily to New York and Montreal.

The City offers a wide range of housing options from single family homes, condominium complexes, multifamily units to state public housing with state and federal rental assistance. There is a comprehensive growth management plan in place, consisting of groundwater protection, subdivision control laws, site plan approval and zoning provisions for project review. Primary and secondary educational facilities are provided by the public schools and by some of the nation's most prestigious private schools. It is also home to Franklin County's only community college, Greenfield Community College. Greenfield has one charter school and the nation's first virtual school. Churches of various denominations and other places of worship have existed here for centuries. The town is predominantly a community that is well balanced economically with no single large industry, but a mix of businesses, industries, services, products and trades. We are a hub for advanced manufacturing and a burgeoning internet gaming industry. Greenfield's largest employers are the City of Greenfield, Baystate Franklin Medical Center and Greenfield Community College.

## **COMMERCIAL DESCRIPTION**



The major commercial center for the City is the Main Street Downtown corridor, leading to a secondary corridor on Federal Street. Retail and service-related businesses, financial institutions and professional firms are located along Main Street. The Downtown district enjoys significant activity with respect to local small retail businesses



with a modest level of ground floor retail vacancies. The city's industrial park is home to advance manufacturing, food production and distribution, and other small businesses offering products nationally and internationally.

The City has undertaken the following major projects in an effort to encourage and support community and commercial development.

- Bank Row Urban Renewal Plan- The ongoing goal to rehabilitate properties to encourage commercial growth on Bank Row, Main St., Hope Street and Olive Street.
- John W. Olver Transit Center- This building was designed as a "net zero" project. Completed in 2012 the center serves as a transportation hub for bus and train transportation.
- Franklin County Justice Center- Completely renovated to consolidate the district, superior, juvenile, probate and family and housing courts in one modern and code-compliant public building. This project added approximately 150 new jobs to the community
- Olive St. Parking garage- completed in 2018 the municipal garage was built to more efficiently provide parking for the city, transit center and justice center.
- Greenfield High school- Completely expanded and remodeled in 2015.
- New Public Library- Construction beginning September 2021 with planned completion Spring 2023.
- New Fire Station- construction beginning Fall of 2022 and completion late Fall 2023
- Greenfield SkatePark- Recently funded in part by a PARC Grant by the Massachusetts Executive Office of Energy and Environmental Affairs. This park is located in the downtown urban core and will be completed in June of 2023.

## **REDEVELOPMENT OPTIONS**

The City will convey the property to a developer who will rehabilitate the building (in accordance with standards applicable to the rehabilitation of historic buildings) and redevelop the property for purposes that the RFP Committee determines is in the best interest of the City. While the City will consider all of the uses allowed By Right in the Central Commercial Zoning District. Please review the Table of Use schedule in our Zoning Bylaw. Additional information is available at our Greenfield Department of Planning and Development web page:

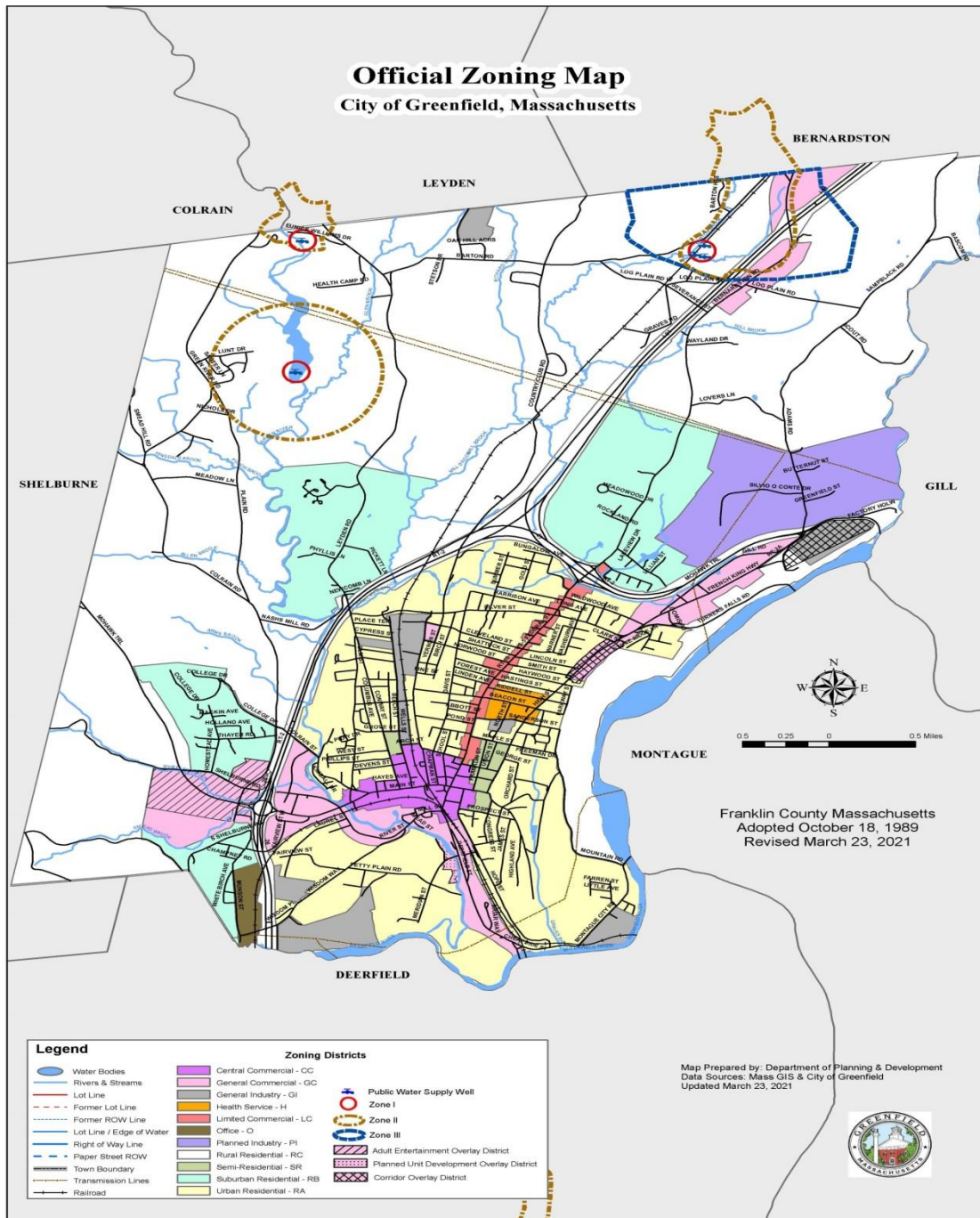
[https://greenfield-ma.gov/departments/planning\\_and\\_development/zoning\\_and\\_ordinance\\_info.php](https://greenfield-ma.gov/departments/planning_and_development/zoning_and_ordinance_info.php)

### **Suggested Best use:**

- Office space
- Business incubator space
- Mixed use (retail and offices) on the first floor



## ZONING



Located across the street from the Franklin County Justice Center and the YMCA the property is zoned as Central Commercial (CC). Properties to the north, south, east, and west are also zoned as Central Commercial. The purpose of the Central Commercial District is to provide a downtown area with the range of business sales and services which generally constitute a central business district.

## **REDEVELOPMENT GOALS**

The City of Greenfield has the following goals for the redevelopment of the Leavitt-Hovey House:

- A use that can integrate seamlessly into the Central Business District.
- A use that will preserve the historic appearance of the building.
- A use that will stimulate other desirable economic, social and cultural development in Greenfield's Central Business District.
- A use that Greenfield residents will consider as an asset to the Central Business District and the City as a whole.
- A use that will be in keeping with the scale and appearance of uses typically found in historic New England Central Business Districts.
- Best Use: Office Space, Business Incubator, Mixed Use(retail and office)

## **PRICE**

The City is interested in selling the property at the highest price. However, the City reserves the right to make an award to a proposal that offers the best overall value to the City. For example contribution to the tax roll, property improvements, repair and or renovations represented with time lines and estimates will be considered. . Proposers are informed that the property shall be conveyed with historic preservation restrictions, protecting the exterior of the building. The Amended and Restated Preservation Restriction Agreement from 2017 has been included in Attachments Section of this document.

The Leavitt-Hovey House is the only current location for the Greenfield Public Library; the property needs to remain a library until the new location is ready for occupancy in summer of 2023.

## **EVALUATION CRITERIA**

1. **Proposed Use or Business Activity** (Owner-occupant and/or proposed tenant(s)) The Proponent must describe in detail the proposed use of the property  
**Highly Advantageous:** Compatible use in terms of zoning and neighborhood character. Development plans clearly demonstrate how the proposed use is beneficial to the City in terms of tax revenue generated.  
**Advantageous:** Compatible use in terms of zoning, and neighborhood character.  
**Not Advantageous:** Insufficient information with respect to use or proposed use is incompatible with the surrounding neighborhood.
2. **Financial Status/Evidence of Financial Ability**  
**Highly Advantageous:** Evidence includes binding bank prequalification letters, and lender references showing the source of funds for acquisition, construction, and site development. Proponent clearly identifies all sources of funds to complete the project  
**Advantageous:** Evidence includes bank prequalification letters, and lender references showing the source of funds for acquisition, construction, and site development. OR Evidence that fundraising efforts are underway, including sources of donations already secured, if the Proponent is seeking private donations.  
**Not Advantageous:** No letters of interest from lenders, lender references showing the source of funds for acquisition, construction, site development.
3. **Site Development Budget**  
**Highly Advantageous:** Site development budget includes a complete list of lot improvements with realistic and accurate cost estimates for all line items and phases of construction.  
**Advantageous:** Site development budget provides realistic but general cost information for the proposed project.  
**Not Advantageous:** Incomplete development budget and/or cost estimates. Includes questionable and/or unrealistic cost estimates for improvements.
4. **Development Proponent / Teams Past Experience with Similar Projects.**  
**Highly Advantageous:** The Proponent/team clearly identifies three or more projects that it has completed that are similar in size and scope to the project being proposed.  
**Advantageous:** The Proponent/team clearly identifies one or two projects that it has completed that are similar in size and scope to the project being proposed.  
**Not Advantageous:** The Proponent/team identifies zero projects that it has completed that are of a similar size and scope to the project being proposed.

## 5. Tax Status

**Highly Advantageous:** The Proposer is a for profit entity that will pay 100% of the tax amount that would be collected based on the current assessed value of the property.

**Advantageous:** The Proposer is a for profit entity that will pay 80% of the tax amount that would be collected based on the equal for profit use of the property.

**Not Advantageous:** The Proponent is a non– profit entity that will enter into a payment in lieu of taxes agreement with the City equal to a minimum of 65% of the tax amount that would be collected based on the equal for profit use of the property.

## 6. Energy efficiencies incorporated into the building renovations. The Town highly encourages bidders to invest in energy efficient options when renovating the building.

**Highly Advantageous:** Proposer offers a comprehensive multi point plan for energy sustainability that has been integrated into building renovation plans and approved financing.

**Advantageous:** Proposer has a documented plan for sustainability that shows a willingness to contribute to the City of Greenfield’s overall renewable energy goals.

**Not Advantageous:** Proposer has no established energy efficiency plan.

## RESTRICTIONS

The City will convey the property to the successful proposer subject to a permanent Historic Preservation Restriction created to protect the historic exterior of the building. The Historic Preservation Restriction shall be on terms acceptable to the City and the Massachusetts Historical Commission. The Historic Preservation Restrictions shall be recorded at closing, prior to the recording of any mortgage and/or liens, or said mortgages and liens shall be subordinated to the Restriction. Amended and Restated Preservation Restriction Agreement can be found attached to this RFP.

Land Development Agreement: The City expects to enter into a mutually acceptable land development agreement with the successful proposer that will govern the rehabilitation of the building and the redevelopment of the property, and include terms relating to the construction of improvements, the City’s review of plans, construction schedule, insurance, and other terms, to ensure that said rehabilitation and redevelopment actually takes place and the property is not neglected. The land development agreement will be recorded at closing, prior to the recording of any mortgage and/or liens, or said mortgages and liens shall be subordinated to the agreement.

Serving as the only location currently for the Greenfield Public Library the property needs to remain a library until the new library is ready for occupancy in Spring/ Summer of 2023.



## PROCESS SCHEDULE

- RFP Available: Wednesday, March 29, 2023 by 10:00 AM
- Tour of Library: By Appointment. Contact Laura Phelps for dates and times.
- Question Due (in writing): Friday, June 2, 2023 by 2:00 PM
- Answers Available: Friday, June 9, 2023 by 2:00 PM
- Proposals Due: Thursday, June 29, 2023 by 11:00 AM

## SUBMITTAL REQUIREMENTS

Anyone submitting a response to this RFP shall include the following: To be responsive, each prospective respondent must submit one (1) copy mark "original" and five (5) complete hard copies of the Proposal and one (1) PDF digital copy, including all information specified below. The six(6) total hard copies of the Proposal must be inserted into a single sealed envelope marked "RFP 23-14 PURCHASE OF HISTORIC LIBRARY BUILDING GREENFIELD MA."

All of the following information must be included in each copy of the Proposal in the following order (if any item is not applicable, include a statement explaining why the item is not applicable):

1. The Complete Proposal Cover Page (see attachment);
2. A Table of Contents with page numbers;
3. Cover Letter. A transmittal letter identifying the proposer including address, telephone number and e-mail address of the contact person, the date of the proposal;
4. Financial Capacity. Each proposer must provide evidence of the proposer's ability to meet the financial obligations of the proposed acquisition of the property, the rehabilitation of the building and the redevelopment of the property (the "Project") of the property. Each proposer shall submit a pro forma account of the funds necessary to finance the Project and how the proposer to finance the Project. Financial statements and background information must be attached to the proposal. If a proposer intends to purchase the property with a purchase money mortgage, the proposer must specify how much is to be borrowed and submit, in its proposal package, a pre-approval or commitment letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions. If the proposer provides a pre-approval letter, the proposer must deliver a firm letter of commitment to the City within fourteen (14) days from the date of the parties enter into a P&S;

5. Qualifications. A brief overview of the proposer's qualifications and experience with comparable redevelopment projects;
6. Price Proposal. The fully executed "Purchase Price Proposal Form", a blank copy of which is Attached;
7. References. Provision of at least three (3) professional references, including names, current phone numbers and e-mail addresses for the references;
8. Description of Project. Each proposer must submit a narrative on the following items:
  - (a) A description of the proposer's proposed use of the property and a description of how the proposal complies with each of the Project Goals and Evaluation Criteria.
  - (b) A description of the proposed configuration of the interior space within the building, together with a preliminary set of floor plans;
  - (c) A description of how the proposal will comply with the Historic Preservation Restriction that applies to the building's exterior;
  - (d) A description of the on-site and off-site parking needs, together with a plan of on-site parking configuration and treatment;
  - (e) A description of the conceptual exterior landscaping design treatment;
  - (f) The proposer's demonstrated readiness and ability to proceed on the Project with time schedules reasonably described.
  - (g) A description of the impact of the proposer's use of the property on City infrastructure, including water, sewer, drainage, parking, public safety, and roads, and the economic benefit to the City in tax revenue and in local job creation.
  - (h) A Project schedule, including dates by which the proposer expects to receive the Permits, the Financing, a closing date, and construction schedule.
9. Required Forms. Fully executed originals of the following forms:
  - (a) A "Certificate of Tax Compliance Form", a blank of which is attached.
  - (b) A "Certificate of Non-Collusion Form", a blank of which is attached.

- (c) A “Disclosure Statement for Transaction With a Public Agency Concerning Real Property”, a blank of which is attached;

If applicable, a Certification executed by the secretary of the corporation indicating that the person signing the proposal has been authorized to do so by a vote of the board of directors. The Proposal documents must be signed as follows: 1) If the Proposer is an individual, they sign personally; 2) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer, whose signature must be attested by the clerk/secretary of the corporation, and the corporate seal affixed, a blank of which is attached.

## GENERAL TERMS AND CONDITIONS

Advertisements noticing the availability of the RFP will be placed on the Commonwealth of Massachusetts Central Register, the Greenfield Recorder. In addition, the RFP will be posted on the City of Greenfield municipal website at: [https://greenfield-ma.gov/departments/procurement/current\\_bid\\_opportunities.php](https://greenfield-ma.gov/departments/procurement/current_bid_opportunities.php) on Wednesday, March 29, 2023 by 10:00 AM. The RFP will be emailed upon request by contacting [Laura.Phelps@Greenfield-ma.gov](mailto:Laura.Phelps@Greenfield-ma.gov), or by calling 413.772.1569.

RFP respondents are encouraged to tour the Historic Library building before submitting an RFP. To schedule a tour of the building, please contact Laura Phelps, CPO [Laura.Phelps@greenfield-ma.gov](mailto:Laura.Phelps@greenfield-ma.gov), Phone 413.772.1569.

Proposals must be received on or before: Thursday, June 29, 2023 @ 11:00 AM

**Submit to** Laura Phelps CPO, Purchasing Office, 14 Court Square, Greenfield Ma 01301.

**Proposals are to be delivered in two (2) sealed envelopes. Both should be marked” RFP 23-14 Purchase of Historic Library Building Greenfield MA”**

The first envelope should also be labeled “Technical Proposal” and will contain five(5) copies of the proposal with 1 additional copy in electronic format (jump drive).

The Second envelope should also be labeled “Price Proposal RFP 23-14 Purchase of Historic Library Building Greenfield MA will have one (1) copy of the Price Proposal Form (provided in RFP).

Any modifications to the proposal must be submitted no later than the proposal submission deadline. Each modification must be numbered in sequence and must reference the original RFP submission.

All submitted proposals will be publicly opened for preliminary review immediately following the June 29, 2023 submission deadline in the City Hall, Second Floor Meeting Room 14 Court Square, Greenfield, MA 01301. After the opening of the proposals in public, an RFP proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City of Greenfield or fair competition. Minor informalities may be waived, or the proposer may be allowed to correct them. Minor informalities are minor deviations, insignificant mistakes, and matters of form rather than substance of the proposal that can be waived or corrected without prejudice to the RFP proposers, potential RFP proposers, or the City.

The closing must occur within one hundred twenty (120) days after the opening of the proposals. The closing date may be extended by mutual agreement of both parties for up to sixty (60) additional days.

Proposals cannot be withdrawn, modified or amended for a period of one hundred fifty (150) days from the deadline for submission of proposals.

The City of Greenfield may cancel this RFP, or reject in whole or in part, any and all proposals if the City determines that cancellation or rejection serves the best interests of the City of Greenfield.

The City of Greenfield also reserves the right to select the winning proposal based on the evaluation of the proposer's overall submittal, and to the extent to which the proposal meets the Section VII Goals of Redevelopment & Evaluation Criteria" in this RFP. **Therefore, the City of Greenfield may exercise its right to select a proposal that may not have offered the highest purchase price.**

If the City of Greenfield makes any changes to this RFP, an addendum will be issued. Addenda will be emailed, to all proposers on record, and will be posted on the City's website.

Questions concerning this RFP must be submitted in writing to: [Laura.Phelps@Greenfield-ma.gov](mailto:Laura.Phelps@Greenfield-ma.gov). **All questions must be received by no later than Friday, June 2, 2023 by 2:00 PM.** Written responses will be emailed to all RFP proposers on record and will be posted on the city's website by **Friday, June 9, 2023 by 2:00 PM.**

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

Each proposer shall undertake its own review and analysis (due diligence) concerning



the physical and environmental condition of the Premises, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Premises, and the use of the Premises, and shall be responsible for applying for and obtaining any and all permits and approvals necessary or convenient for the proposer's use of the Premises. All costs and expenses of developing the Premises, including without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

## **EVALUATION PROCESS**

Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. A city administrator will conduct a preliminary screening of the submitted proposals to ensure that the documents and information required in have been provided. Proposals that do not satisfy the minimum evaluation criteria will be rejected.

For all proposals deemed complete, the City's RFP Committee will review and rate each proposal according to the Evaluation Criteria listed in this document. The proposal(s) that the committee rates highest will be recommended to the Mayor as the preferred redevelopment proposal(s).

### **Background Check**

The City reserves the right to conduct a background inquiry of each developer which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting qualifications to the City of Greenfield, the developer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

### **Determination of Responsibility**

The City of Greenfield may make such an investigation as it deems necessary to determine the ability of a developer to provide full performance as outlined in the qualifications. The developer will furnish to the City all such information and data for this purpose as the City may request. The City of Greenfield reserves the right to reject any developer if the evidence submitted by or investigation of such developer fails to satisfy the City that such developer is properly qualified to carry out the obligations of this contract.

### **Rights Reserved by the City of Greenfield**

The City may request additional information of one or more respondents relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time. Proposers may also be invited to appear before the RFP Committee. Failure to comply with a request can result in a rejection of the proposal at issue. The right to an interview does not automatically extend to all whose proposals are accepted for review, but is granted in the sole discretion of the RFP Committee.

Following the interviews and the receipt of any additional information requested of the proposers, the proposals will be evaluated and rated by the RFP Committee according to the comparative evaluation criteria set forth in this RFP. The RFP Committee will select the most advantageous ranked proposals, taking into consideration all of the evaluation criteria set forth in this RFP. The RFP Committee will notify all proposers in writing of its decision.

The proposer selected by recommendation of the Committee to the Mayor; will be given exclusive rights to negotiate with the City the terms of the purchase and development of the property. If, at any time, such negotiations are not proceeding to the satisfaction of the City, at its sole discretion, the Mayor may choose to terminate said negotiations. Then move to the next ranked proposal on the recommendation list.

The City of Greenfield reserves the right to reject any or all submittals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the qualifications submitted based on the Evaluation Criteria.

Questions shall be addressed to:

Laura Phelps  
Chief Procurement Officer  
14 Court Square  
Greenfield MA 01473  
[Laura.Phelps@Greenfield-ma.gov](mailto:Laura.Phelps@Greenfield-ma.gov)

# **SAMPLE PURCHASE AND SALE AGREEMENT;**

## **A. Purchase and Sale Agreement.**

The City and the successful proposer (the "Buyer") are expected to enter into a mutually satisfactory Purchase and Sale Agreement (P&S) within thirty (30) days from the date of the award. The City shall provide the form of P&S to the selected proposer with the award letter, which P&S shall include terms substantially similar to the following:

1. At time of execution of the P&S, Buyer shall pay a deposit equal to the greater of \$5,000 or ten percent (10%) of the purchase price. The deposit submitted by Buyer shall be held in escrow by the Treasurer of the City of Greenfield in a non-interest bearing account, and shall be duly accounted for at the time for performance of this Agreement. In the event that Buyer fails to fulfill its obligation to purchase the Premises, the City shall retain the deposit as liquidated damages. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under the P&S pending instructions mutually given by the City and Buyer. If the acquisition of the property is financed by a lending institution, Buyer must deliver a firm letter of commitment to the City within fourteen (14) days from the date of the P&S.
2. No broker's commission shall be paid by the City, and Buyer shall indemnify and hold harmless the City from any claims for such commission.
3. A payment in lieu of taxes shall be paid in accordance with M.G.L. c. 44, § 63A and/or M.G.L. c. 59. § 2C.
4. Buyer shall pay the monetary consideration for the property by certified, treasurer's, or bank check or by wire transfer.

5. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this P&S. Buyer represents and warrants that it will accept the property "AS IS", provided however Buyer shall have the right to terminate this P&S if Buyer finds Hazardous Materials on the property in amounts required to be reported to the Department of Environmental Protection. Buyer acknowledges that the City has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the property or for any other condition or defect on the property. The provisions of this Section shall survive delivery of the deed.
6. In the event that the City defaults under the P&S, Buyer shall be entitled to terminate the P&S, and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and equity for any breach of the P&S by the City.
7. The purchase of the property shall not be contingent on the sale of any other property.
8. The closing shall occur within ninety (90) days from the date on which the P&S is signed by the City and Buyer, or within such further time as the RFP Committee and Buyer shall agree.
9. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not set forth or incorporated in this P&S, except for the following additional warranties and representations, if any, made by the City: NONE.
10. Buyer agrees that the property shall be conveyed subject to a permanent historic preservation restriction substantially similar to the in the form of Historic Preservation Restriction attached to this RFP.
11. In the event that the proposer's obligations under the P&S are contingent on financing, permitting, inspection and/or other contingencies, the City shall have the right to set forth deadlines by which some or all of the contingencies must be met, depending on when the closing is to occur and other factors.



B. Land Development Agreement.

The City expects to enter into a mutually acceptable land development agreement ("LDA") with the successful proposer that will govern the rehabilitation of the building and the redevelopment of the property, and include terms relating to the construction of improvements, the City's review of plans, construction schedule, insurance, and other terms, to ensure that said rehabilitation and redevelopment actually takes place and the property is not neglected. The LDA will be negotiated simultaneously with the P&S. The LDA shall be recorded at closing, prior to the recording of any mortgage and/or liens, or said mortgages and liens shall be subordinated to the agreement.

## **FORMS**

**(Cover Page)**  
**RFP 23-14 PROPOSAL FOR REDEVELOPMENT**  
**OF THE**  
**HISTORIC LIBRARY**  
**402 Main Street, Greenfield, Massachusetts 01301**



**Submitted by:**

(Name, Address, Telephone Number and E-Mail Address

of Firm) Date Submitted:\_\_\_\_\_

## **PURCHASE PRICE PROPOSAL FORM**

FOR THE PURCHASE OF THE HISTORIC LIBRARY GREENFIELD,  
MASSACHUSETTS

Seller: City of Greenfield,  
14 Court Square,  
Greenfield, MA 01301

Buyer: \_\_\_\_\_

Premises: Historic Library/ Leavitt-Hovey House  
402 Main Street  
Greenfield, MA 01301

Proposed Purchase Price: \$\_\_\_\_\_

Proposed Purchase Price (in words): \_\_\_\_\_

Proposed Closing Date: \_\_\_\_\_

Signature

Title

Print name

Date Signed

## **AFFIDAVIT OF NON-COLLUSION**

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

**Signature:**

**Date:**

**Name [Printed]:**

**Title:**

**Company:**



CITY OF GREENFIELD – REQUEST FOR PROPOSALS  
SALE OF HISTORIC LIBRARY

**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to M.G.L., Ch. 62C, s. 49A, the undersigned certifies, under the penalties of perjury, that they have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature of Individual or Corporate Officer

Company Name

Social Security Number or  
Federal Identification Number\*

Date

CITY OF GREENFIELD – REQUEST FOR PROPOSALS  
SALE OF HISTORIC LIBRARY

**CERTIFICATE OF AUTHORITY**

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

(Notice: Give first and last name in full; in case of a corporation, give names of President and Treasurer; in case of a limited liability company, give names of the individual members, and, if applicable, the names of all managers; in case of a partnership or a limited partnership, all partners, general and limited and; in case of a trust, all the trustees)

NAME	ADDRESS	ZIP CODE
------	---------	----------

Kindly furnish the following information regarding the Proposer:

**IF A PROPRIETORSHIP**

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

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

Name of Business: \_\_\_\_\_

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

**IF A PARTNERSHIP**

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

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

Names and Addresses of Partners

PARTNER NAME	ADDRESS	ZIP CODE
--------------	---------	----------

IF A CORPORATION OR A LIMITED LIABILITY COMPANY

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

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

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

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

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

IF A TRUST

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

Recording Information: \_\_\_\_\_

Full names and address of all trustees:

NAME	ADDRESS	ZIP CODE
------	---------	----------

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

Printed name: \_\_\_\_\_

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

Name of Business: \_\_\_\_\_

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

CITY OF GREENFIELD – REQUEST FOR PROPOSALS  
SALE OF HISTORIC LIBRARY

**DISCLOSURE STATEMENT**  
FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

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

(1) Real Property: The parcel of land with the building and other improvements thereon located at 3 Bacon Street, Greenfield.

(2) Type of Transaction, Agreement, or Document:

Sale of City Property

(3) Public Agency Participating in Transaction:

City of Greenfield

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

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

\_\_\_\_ Lessor/Landlord \_\_\_\_ Lessee/Tenant

\_\_\_\_ Seller/Grantor \_\_\_\_ ☒ Buyer/Grantee

\_\_\_\_ Other (Please describe): \_\_\_\_\_

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL  
PROPERTY**

**M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

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

NAME

RESIDENCE

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

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

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the 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 time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time- share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such*

*organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

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

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

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

Authorized Signature of Disclosing Party

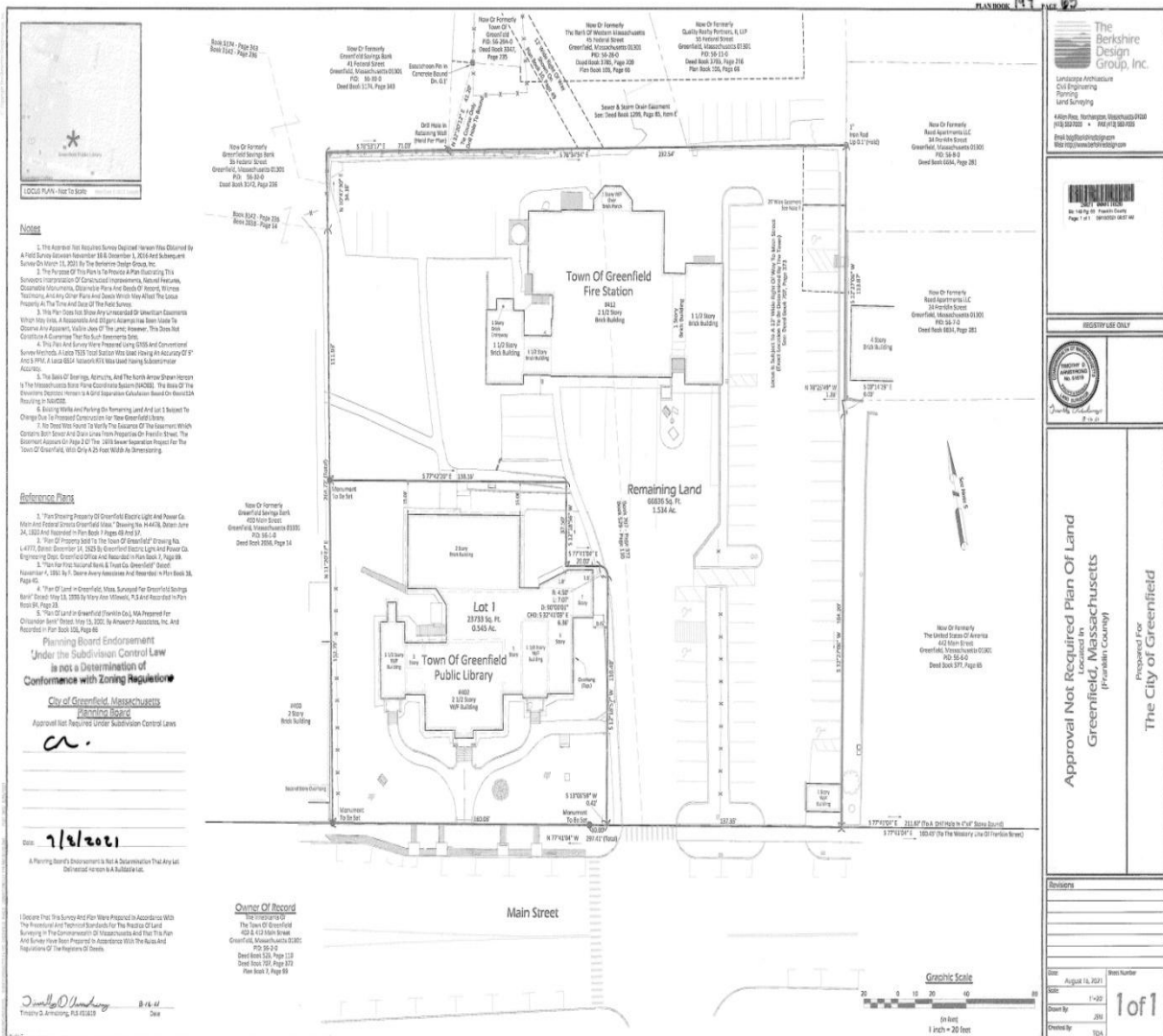
Date (mm / dd / yyyy)

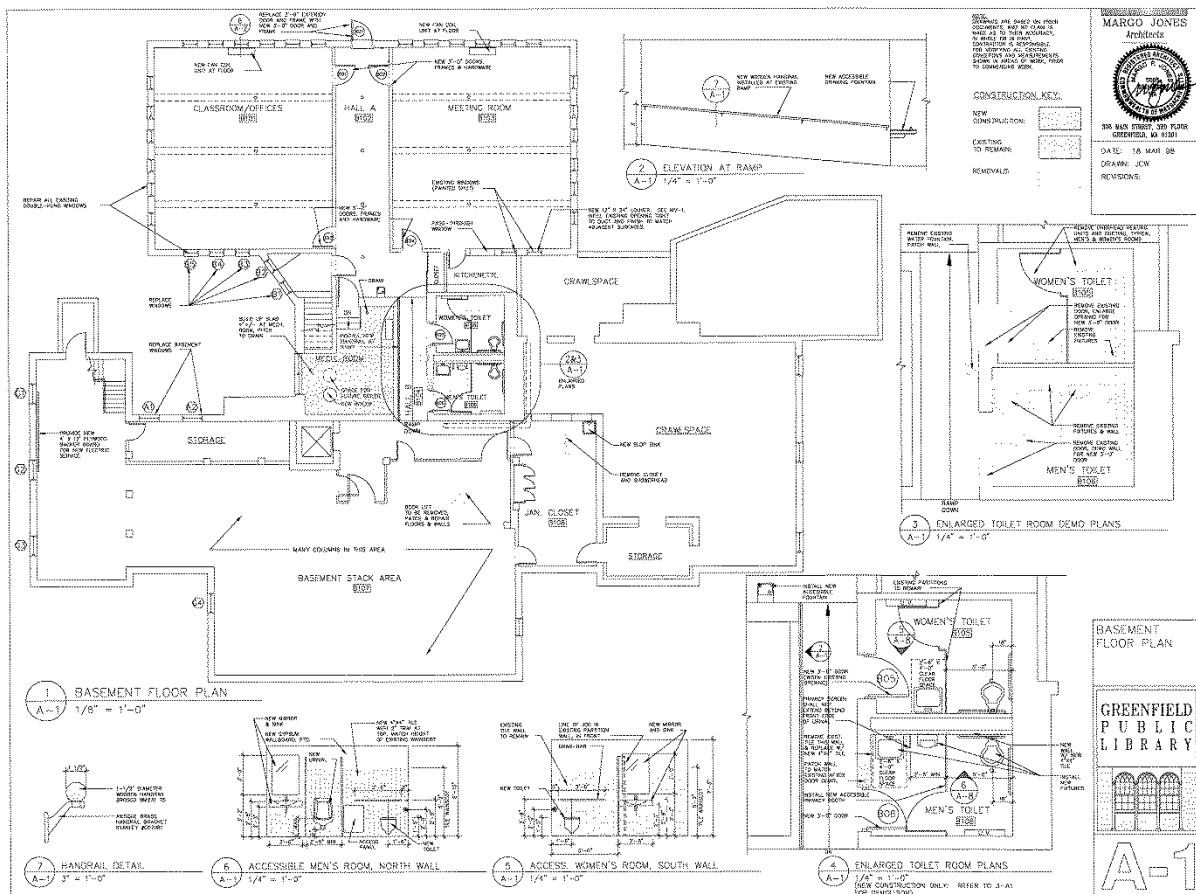
Print Name & Title of Authorized Signer



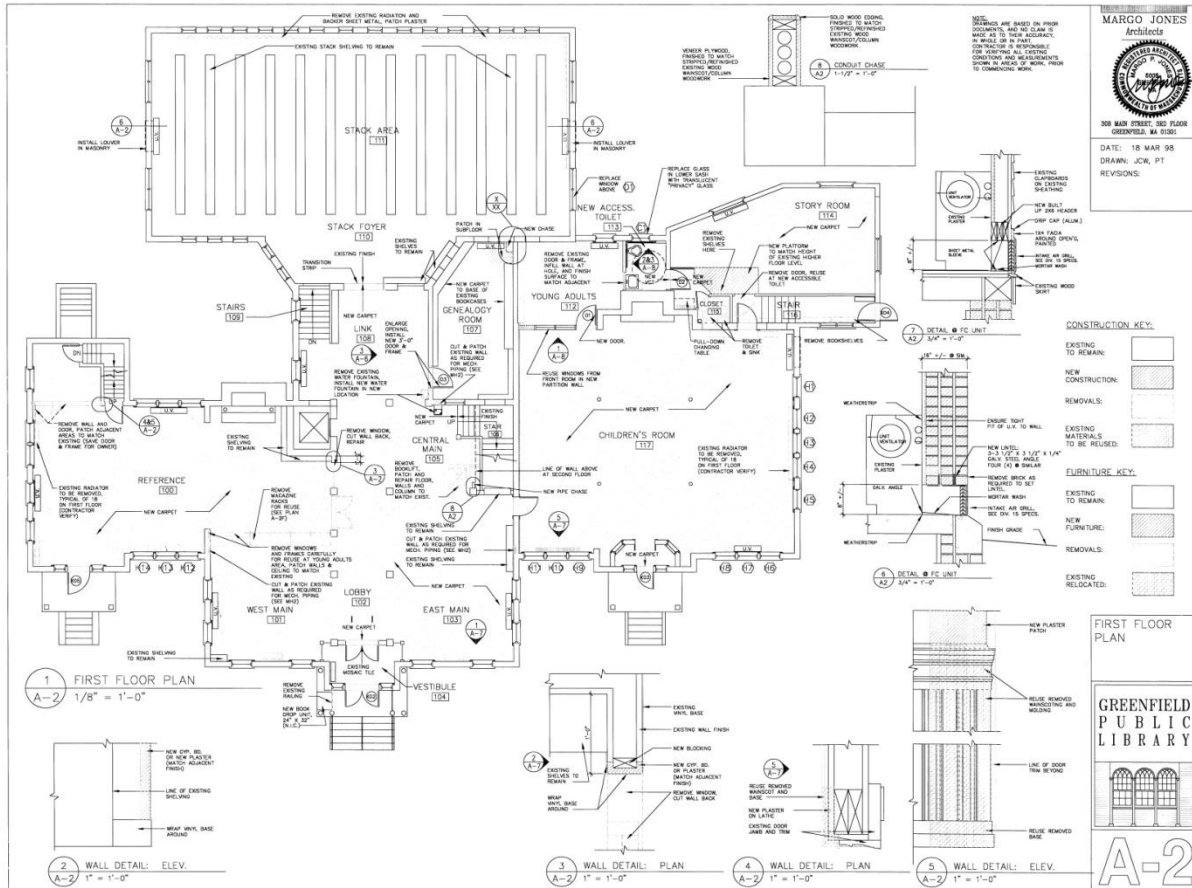
## **ATTACHMENTS**

# MASS LAND RECORD

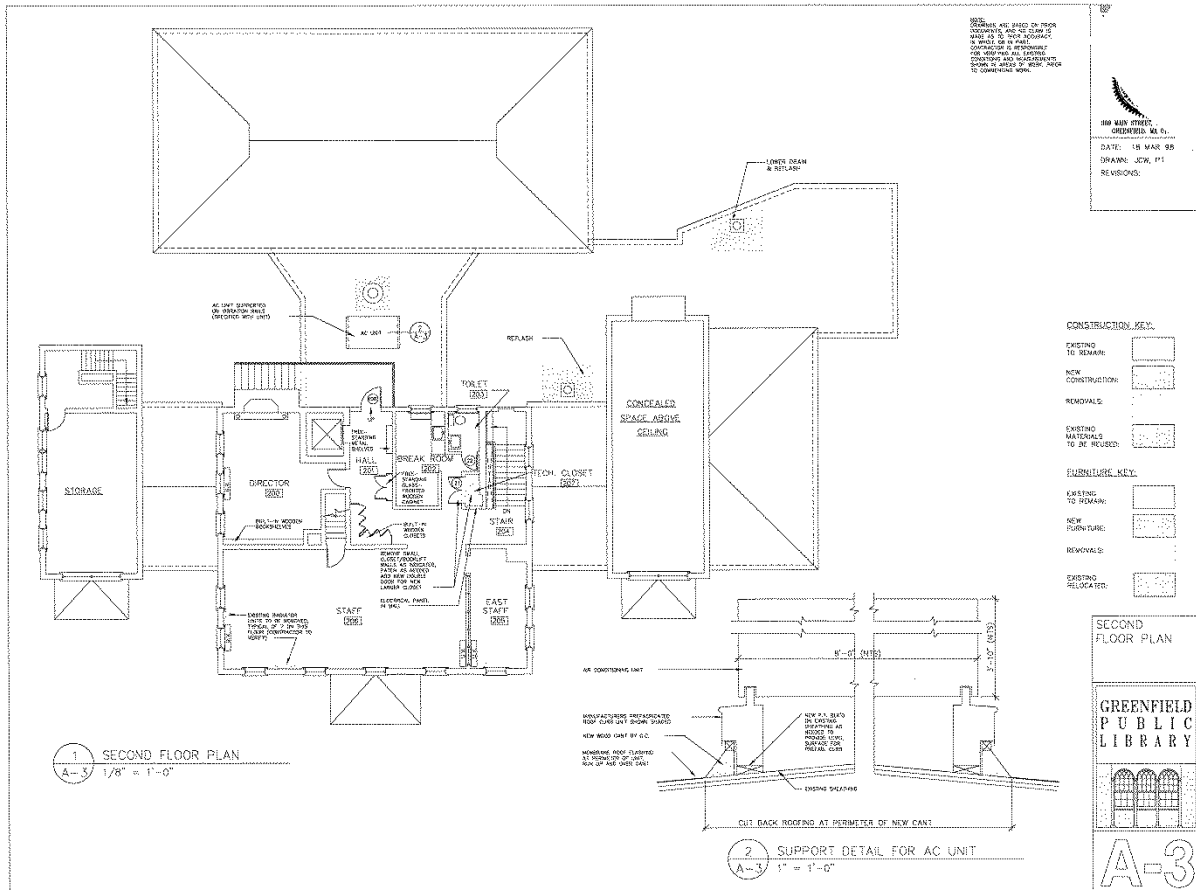




## Library First Floor



## Library Second Floor





2017 00013513

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Page: 1 of 25 12/07/2017 02:10 PM

AMENDED AND RESTATED  
PRESERVATION RESTRICTION AGREEMENT  
Between the COMMONWEALTH OF MASSACHUSETTS  
by and through the MASSACHUSETTS HISTORICAL COMMISSION  
and the TOWN OF GREENFIELD

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the Town of Greenfield, 14 Court Square, Greenfield, Massachusetts 01301, hereinafter referred to as the Grantor.

WHEREAS, the Grantor and the Commission have previously entered into a Preservation Restriction Agreement dated May 13, 1998 and recorded with the Franklin County Registry of Deeds on May 20, 1998 in Book 3345 , Page 299 (hereinafter the "Original Preservation Restriction Agreement"), and Grantor and Commission desire hereby to amend and entirely restate the Original Preservation Restriction Agreement (a copy of the recorded Original Preservation Restriction Agreement is attached hereto and incorporated herein by this reference as Exhibit A); and ✓

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements, hereinafter referred to as the Original Premises, known as the Greenfield Public Library or Leavitt-Hovey House, thereon as described in a taking dated July 25, 1907, recorded with the Franklin County Registry of Deeds, Book 529, Page 110, located at 402 Main Street, Greenfield, Massachusetts 01301 (a copy of the recorded taking is attached hereto and incorporated herein by this reference as Exhibit B); and

WHEREAS, the Commission has determined that the Second Greenfield Fire Station does not contribute to the architectural, archaeological, or historical integrity of the Original Premises and consequently it may be released from the Original Preservation Restriction Agreement; and

WHEREAS, the Grantor and Commission wish to amend and restate the Original Preservation Restriction so as to define the Premises as the Greenfield Public Library, also known as the Leavitt-Hovey House, and exclude the portion of the Second Greenfield Fire Station that is within the boundaries of the parcel; and



WHEREAS, the terms and conditions of this Agreement shall apply to the Greenfield Public Library, also known as the Leavitt-Hovey House, and the parcel as described in the taking dated July 25, 1907, recorded with the Franklin County Registry of Deeds, Book 529, Page 110; and

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. Chapter 184, sections 31, 32 and 33 hereinafter referred to as the Act; and

WHEREAS, the Premises is listed in the State Register of Historic Places individually and as a contributing property to the Main Street National Register Historic District, and qualifies for a preservation restriction under the Act; and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions, which shall supersede and replace the Original Preservation Restriction Agreement and shall apply in Perpetuity to the Premises.

#### PURPOSE

It is the Purpose of these preservation restrictions to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed in the National and/or State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

## TERMS

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings." (36 CFR 67 and 68), as these may be amended from time to time. The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.
2. Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.
3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.
4. Notice and Approval: Whenever approval by the Commission is required under this restriction, Grantor shall request specific approval by the Commission not less than (30) days prior to the date Grantor intends to undertake the activity in question. A request for such approval by the grantor shall be reasonably sufficient as a basis for the Commission to approve or disapprove the request. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Commission to make an informed judgment as to its consistency with the purposes of this Preservation Restriction. Within (30) days of receipt of Grantor's reasonably sufficient request for said approval, the Commission shall, in writing, grant or withhold its approval, or

request additional information relevant to the request and necessary to provide a basis for its decision. However, should the Commission determine that additional time is necessary in order to make its decision the Commission shall notify the Grantor. The Commission's approval shall not be unreasonably withheld, and shall be granted upon a reasonable showing that the proposed activity shall not materially impair the purpose of this Preservation Restriction. Failure of the Commission to make a decision within sixty (60) days from the date on which the request is accepted by the Commission or notice of a time extension is received by the Grantor shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

5. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.

6. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7. Recording, Effective Date: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission. This agreement shall become effective when recorded with the Southern Berkshire District Registry of Deeds.

8. Archaeological Activities: The conduct of archaeological activities on the Premises, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the State Archaeologist of the Massachusetts Historical Commission (M.G.L. Ch.9, Section 27C, 950 CMR 70.00).

9. Conditions on Conveyance: The Grantor agrees to insert an appropriate reference to this Agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Premises, the Premises, or any part thereof.

10. Casualty Damage or Destruction: In the event that the Premises or any part thereof shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall

notify the Commission in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Premises and to protect public safety, shall be undertaken by the Grantor without the Commission's prior written approval indicating that the proposed work will meet the Secretary's Standards. The Commission shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If the Premises are removed, Commission and Grantor may agree to extinguish this Agreement in whole or in part in accordance with the requirements of the Act and the laws of the Commonwealth of Massachusetts.

11. Enforcement: The Commission shall have the right to prevent and correct violations of the terms of this preservation restriction. If the Commission, upon inspection of the Premises, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except where the Commission determines that an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/ or architectural importance of the Premises, the Commission shall give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Commission may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Premises to a condition that would be consistent with the preservation purposes of the grant from the Massachusetts Preservation Projects Fund and the Massachusetts Historical Commission. In any case where a court finds that a violation has occurred, the court may require the Grantor to reimburse the Commission and the Commonwealth's Attorney General for all the Commonwealth's expenses incurred in stopping, preventing, and/ or correcting the violation, including, but not limited to, reasonable attorney's fees. The failure of the Commission to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

12. Amendment: Grantor and Commission may by mutual written agreement jointly amend this Agreement, provided that the amendment shall be consistent with the purpose of the Agreement and shall not reduce the protective controls enumerated in its terms and conditions. Any such amendment shall not be effective unless it is executed in the same manner as this Agreement, refers expressly to this Agreement, and is recorded with the Southern Berkshire District Registry of Deeds.

13. Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 13, inclusive, shall run with the land and is binding upon future owners of an interest therein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20<sup>th</sup> day of October, 2017.

TOWN OF GREENFIELD

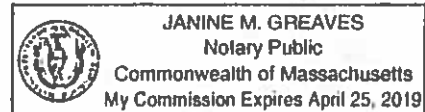
By: William F. Martin  
Name: William F. Martin  
Title: Mayor

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this 20<sup>th</sup> day of October, 2017, before me, the undersigned notary public, personally appeared William F. Martin, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

Janine Greaves  
Notary Public  
My Commission Expires \_\_\_\_\_



APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32.

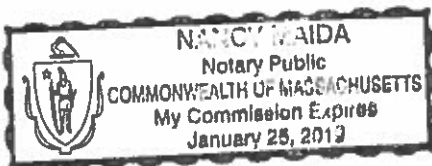
MASSACHUSETTS HISTORICAL COMMISSION

By Brona Simon  
Brona Simon  
Executive Director and Clerk  
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 29<sup>th</sup> day of November, 2018, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.



Notary Public

Nancy Maida

My Commission Expires

January 25, 2019

## RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify Paragraph Three of the Terms of the Preservation Restriction Agreement, which deals with alterations to the Premises. Under this Paragraph, prior permission from the Massachusetts Historical Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require the Commission's prior review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Commission, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

### PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

### WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows as well as any level of stained glass window conservation/restoration. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

### EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the Premises is also considered a major alteration.

### LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or Premises; altering of Premises; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

### WALLS/PARTITIONS



Minor - Making fully reversible changes (i.e., sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.  
Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

#### HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

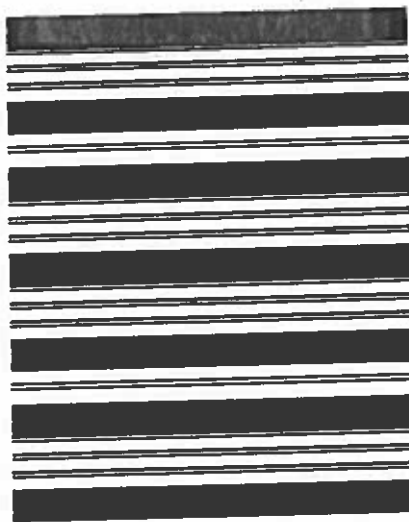
Major - Installing or upgrading systems which will result in major appearance changes (i.e., dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the Preservation Restriction, such changes must be reviewed by the Commission and their impact on the historic integrity of the Premises assessed.

It is the responsibility of the owner of the Premises (Grantor) to notify the Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the Premises, not to preclude future change. Commission staff will attempt to work with Grantors to develop mutually satisfactory solutions, which are in the best interests of the Premises.

**EXHIBIT A**



MAPPE 115740

**PRESERVATION RESTRICTION AGREEMENT**  
**between the COMMONWEALTH OF MASSACHUSETTS**  
**by and through the MASSACHUSETTS HISTORICAL COMMISSION**  
**and the Town of Greenfield**

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the Town of Greenfield hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements known as the Greenfield Public Library, thereon as described in a deed dated July 24, 1907, by Eminent Domain to the Town of Greenfield, recorded with the Franklin County registry of Deeds, Book 529, Page 110, and which is located 402 Main Street, Greenfield, Ma. 01301 hereinafter referred to as the Premises.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the Premises is individually listed in the National Register of Historic Places and is thereby included as an individual listing in the State Register of Historic Places; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act; and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions which shall be for a period in Perpetuity to the Premises.

These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed on the National and/or State Registers of Historic Places, under applicable state and federal legislation.

Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties." The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.

2. Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.

3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly

written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.

4. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.

5. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

6. Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.

7. Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 7, inclusive, shall run with the land and be binding upon future owners of an interest therein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 13 day of MAY, 1998.

*Norman E. Thidemann*

## COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

May 13, 1998

Then personally appeared the above named Norman E. Thidemann  
and acknowledged the foregoing instrument to be the free act and deed of him  
before me,

Notary Public  
My Commission Expires

*Dennisee Nelson*  
10/15/02



APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32.

## MASSACHUSETTS HISTORICAL COMMISSION

By Judith B. McDonough  
Judith B. McDonough  
Executive Director  
Massachusetts Historical Commission

## COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

May 7, 1998

Then personally appeared the above named Judith B. McDonough and acknowledged the foregoing instrument to be the free act and deed of the Massachusetts Historical Commission, before

Notary Public

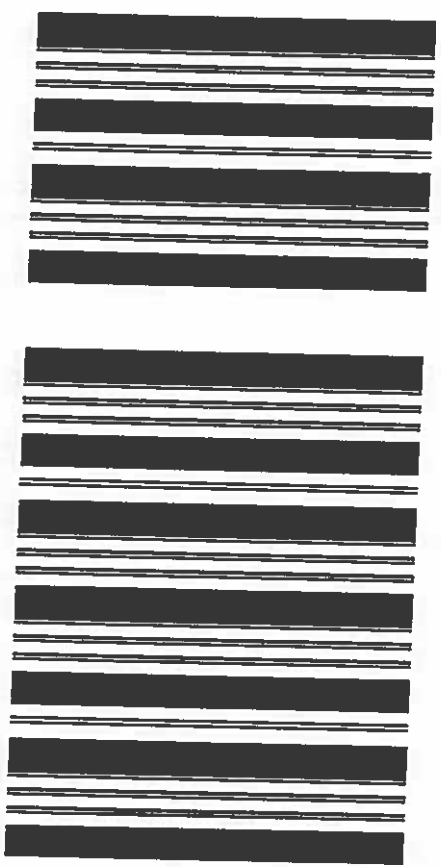
Elsa M. Fitzgerald  
My Commission Expires 10/9/2003



6253 299

3345

529-110 11



MASS. HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD  
BOSTON, MA. 02125

FRANKLIN, SS May 20, 1998  
AT 12 O'CLOCK AND 52 MINUTES A.M.  
RECEIVED AND ENTERED WITH FRANKLIN  
COUNTY, MASS., REGISTRY OF DEEDS.  
BOOK 3345 PAGE 299  
ATTEST: [Signature]

REGISTER

11



## RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the premises. Under this section permission from the Massachusetts Historical Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require MHC review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the MHC, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

### **PAINT**

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

### **WINDOWS AND DOORS**

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

### **EXTERIOR**

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

### **LANDSCAPE/OUTBUILDINGS**

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

## **WALLS/PARTITIONS**

Minor - Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

## **HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS**

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e. dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction, such changes must be reviewed by the MHC and their impact on the historic integrity of the premise assessed.

It is the responsibility of the property owner to notify the MHC in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. MHC staff will attempt to work with property owners to develop mutually satisfactory solutions, which are in the best interests of the property.

**EXHIBIT B**

---

[REDACTED]

[REDACTED]

[REDACTED]

---

[REDACTED]

36700 cubic feet, 1 Kerosene in steel tank 20 X 60 X 20 with a capacity of 60000 cubic feet, 1 Set of Purifiers 5'4" X 5'4" X 3' 1 Set of Purifiers 10 X 10 X 4' 1 6' Station Boiler 1 3' Station Boiler 1 Westinghouse Air Compressor 1 Complete United Gas Improvement Improved Water Gas Set Complete Coal Gas Plant consisting of 1 Bench of 4s 1 Bench of 6s 1 Bench of 3s also all of the necessary exhausters, condensers, etc.

#### Street Hoists. -

There are already laid the following amounts of Gas mains,

906' — 1 1/4" Low Pressure  
 2405' — 1 1/2" "  
 6177' — 2" "  
 21855' — 3" "  
 17753' — 4" "  
 2640' — 6" "  
 300' — 8" "

5600' — 4" High Pressure

Pipe on hand to be laid this season.

10700' — 4" C. S. Pipe for low pressure  
 20700' — 4" N. S. Pipe for high pressure

#### Boilers. -

8 — 2 light  
 442 — 3 "  
 43 — 5 "  
 30 — 10 "  
 8 — 20 "  
 2 — 30 "  
 2 — 45 "  
 2 — 60 "

#### Services. -

Number of services installed with 1 1/4" pipe 486.

#### Power Equipment. -

1 30 H. P. Boiler  
 1 10 H. P. Boiler  
 1 10 H. P. Engine

Franklin, ss. Received July 23<sup>rd</sup> 1907. Recorded and compared.

Attest.

John D. Donker / Register

SEE  
 BOOK 3745  
 PAGE 397

Know all men by these presents, that, whereas, the inhabitants of the Town of Greenfield, at a meeting held on Tuesday the 23<sup>rd</sup> day of July current, at eight o'clock in the afternoon, pursuant to a warrant issued under the hand of the selectmen of said town and duly served in accordance with law, under article three of said warrant, which said article was as follows: -

'Article 3. To see if the town will take in fee the Hoony Homestead on Main Street, in said Greenfield, for a free public library in accordance with sections 47, 48, 49 of chapter twenty five of the Revised Laws, and raise and appropriate any money therefor or pass any vote or votes in relation thereto, passed the following vote: - To-wit: That the town vote to take in fee the Hoony Homestead on Main Street in said Greenfield, bounded and described as follows, to-wit: - Beginning at the south east corner of said premises on Main Street at land formerly of Oleg Adams, thence running northerly on land

formerly of said Adams, land of one bloody land of one Schick Two hundred and ninety-nine (299) feet to a corner, thence easterly on land of said Schick one hundred and sixty (160) feet to land formerly of J. C. Deane; thence southerly on land formerly of said Deane two hundred eighty-four and four tenths (284 $\frac{4}{10}$ ) feet to Main Street; thence westerly on Main Street one hundred eighty-two and fifteen one hundredths (182 $\frac{15}{100}$ ) feet to the place of beginning, for the purpose of erecting thereon a building to be used for a library, building in accordance with sections 47, 48, 49 of Chapter 25 of the Revised Laws. And whereas, the land described in said role does not exceed two acres in area, whereas, said land had not been previously appropriated to public uses, and whereas, said land is within the limits of the town of Greenfield; Now be it known that the town of Greenfield takes the land described in said role in fee for the purpose of erecting thereon a building to be used for a library. Done under our hands this twenty-fourth day of July, in the year of our Lord, one thousand nine hundred and seven.

Eugene B. Blake } Elector  
William A. Ames } of  
Charles P. Aldrich } Greenfield

Franklin, ss. Received July 25<sup>th</sup> 1907 Recorded and compared  
Attest: John D. Donker, Register

Know all men by these presents, that The Franklin Savings Institution, the mortgage named in a certain mortgage deed given by Obed Peck and Sarah E. Peck dated September 16<sup>th</sup> A.D. 1891, and recorded with Franklin County Deeds, Book 292 folio 105, having received the full amount secured thereby, doth for itself and its successors, release and quitclaim all its right, title and interest to the premises therein described, and all interest accrued under said mortgage deed. In witness whereof the said The Franklin Savings Institution has caused its corporate seal to be hereto affixed and these presents to be signed, attested, and delivered in its name and behalf by Charles Allen, its Treasurer, this eighth day of July A.D. 1907.

Signed and sealed in the presence of } The Franklin Savings Institution & Corporate Seal.  
by Charles Allen Treasurer

Commonwealth of Massachusetts, Franklin, ss. July 8, 1907 Then personally appeared the above named Charles Allen and acknowledged the foregoing instrument to be the free act and deed of The Franklin Savings Institution before me. John C. Donovan Justice of the Peace.

Franklin, ss. Received July 26<sup>th</sup> 1907. Received and compared.

Attest: John D. Donker, Register

Franklin, ss. Superior Court.

Memorandum:

In Equity.

Know all men by these presents, that a bill in equity is now pending in the Superior Court for the County of Franklin, between George Clayton Miller of Charlemont, in said county, and John Wells Burt, and Almond A. Shippee, both of Rome in said county upon which an appeal has been taken to the Supreme Judicial Court of the Commonwealth of Massachusetts. In which the said Geo. Clayton Miller seeks to compel the cancellation of a certain deed given to the said Shippee by the said Burt, and to compel said Burt to convey



RECEIVED

DEC 09 2022

**The Commonwealth of Massachusetts**  
William Francis Galvin, Secretary of the Commonwealth  
Massachusetts Historical Commission

December 5, 2022

Mayor Roxann Wedegartner  
City Hall  
14 Court Square  
Greenfield, MA 01301

RE: Leavitt Hovey House, 402 Main Street, Greenfield, MA  
Preservation Restriction Review (M.G.L. Chapter 184, ss. 31-33)

Dear Mayor Wedegartner;

Thank you for the information you have submitted describing the proposed removal of the Bookmobile Garage which was constructed as an addition to the Leavitt Hovey House. The Leavitt Hovey House is individually listed in the National Register of Historic Places. The MHC holds a perpetual preservation restriction on the Leavitt Hovey House property as the result of MPPF funds accepted.

MHC staff has reviewed the project description including sketch plans prepared by Margo Jones, Architect and understand the proposed demolition will be limited to only the removal of the Bookmobile Garage including the garage foundation both of which were constructed in 1958. The Leavitt Hovey House was originally constructed in 1797 and includes a later addition built in 1817. The MHC acknowledges that the garage addition was added well beyond the period of significance for the Leavitt Hovey House. It is also understood that as part of the removal process, the adjacent two building elevations, which will be exposed as the result of the proposed demolition, will be fully restored. Three new windows will be installed in the prior window locations. Clapboard siding and wood trim, matching the existing, will be installed to restore back to the original detailing. The MHC approves of the scope of the project as it has been described under the terms of the preservation restriction agreement.

These comments are provided to assist in compliance with M.G.L. Chapter 184, ss 31-33 and the terms of the preservation restriction agreement.

If you should have any questions, please contact me at this office.

Sincerely,

A handwritten signature in black ink that reads "Paul Holtz".

Paul Holtz  
Historical Architect  
Co-Director Grants Division  
Massachusetts Historical Commission