

NATHAN FISHER HOUSE 2010

INSTRUCTIONS FOR SUBMISSION

WESTBOROUGH BOARD OF SELECTMEN  
(Awarding Authority)

DISPOSITION OF PROPERTY LOCATED ON TURNPIKE ROAD,  
WESTBOROUGH, MASSACHUSETTS

I. Instructions to Proposers

The Town of Westborough is seeking proposals for the purchase of property located at 146 Oak Street, currently identified as the Nathan Fisher House, and shown on Assessor's Map 33, parcel 44.

Sealed proposals shall be received by the Town Manager, Town Hall, 34 West Main Street, Westborough, MA 01581 until Monday, August 2, 2010 at 12:00 P.M. Four copies of each proposal shall be submitted in a sealed envelope clearly marked Nathan Fisher House Proposal with the name and address of the proposer. Proposals received after this time will be deemed non-responsive and will not be accepted. Electronically transmitted proposals (either by fax or email) will be deemed non-responsive and will not be accepted. Applicants are cautioned to hand deliver their proposals or to allow sufficient time for their proposals to be received by the Town. All proposals must be accompanied by a bid deposit, either certified check or bid bond, in the amount of \$5,000, which will be returned to any unsuccessful proposer.

The Town of Westborough reserves the right to consider proposals for 120 days after receipt, and further reserves the right to reject any or all proposals, waive any defects, informalities and minor irregularities, to accept exceptions to these specifications; and make such award or act otherwise as it alone may deem in its best interest.

The Town will cooperate with the successful proposer in applying for grants (such as for historic preservation through state or local sources) and seeking other public support such as tax credits that are available for certified historic rehabilitations and for affordable housing.

II. Site Visit and Briefing

There will be a tour of the building on Thursday, July 8, 2010 at 10:00 A.M. All inquiries or questions regarding this RFP should be in writing no later than July 16, 2010 and directed to James J. Malloy, Town Manager, 34 West Main Street, Westborough, MA 01581, fax at (508) 366-3099, email [jmalloy@town.westborough.ma.us](mailto:jmalloy@town.westborough.ma.us).

### III. Property Description

Set forth below is certain background information about the property that the Town has assembled from a variety of sources. While the Town has no reason to believe that the information provided by the Town in this RFP (including all attachments and supplements) is not accurate, the Town makes no representation or warranty, express or implied as to the accuracy and completeness of the information. Applicants should undertake their own review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development, ownership, and legal considerations.

The property consists of 3.33 acres of land, improved by a two story wood frame dwelling, constructed in 1820. It is a former single family dwelling/mercantile shop constructed for Nathan Fisher and was most recently used as a part of the Lyman School for Boys. The building contains 3,696 square feet of living area with forced hot water oil heat, an asphalt roof and is has access to town water and sewer. There is also a shed on the property. The property was listed in the National Register of Historic Places in 1980.

### Zoning

The property is currently zoned Highway Business (see Attachment F for Highway Business Zoning Regulations). All proposals must indicate the proposed use for the property.

### IV. Terms of Sale

1. The property is offered as is and no warranties or representations are made by the Town with respect to the property. Each proposer is responsible to make their own investigation of the property.
2. The successful proposal is subject to and conditional upon Westborough Town Meeting approval of the terms of the sale and any zoning change required by the proposal.
3. The property may be used in any way consistent with the applicable Massachusetts General Laws, the Town of Westborough By-Laws and Zoning By-Laws and compliance with the requirements of all Town Boards, Committees, Commissions and Departments which oversee land use.
4. The successful proposer will enter into a purchase and sales agreement mutually satisfactory to the Town and the proposer. Payment is due in full at the time of the execution of the deed.
5. Certification of Tax Compliance by the proposer.
6. Such other terms and conditions as the parties may incorporate into the purchase and sales agreement shall constitute the entire agreement between the parties.

## V. Criteria for Evaluation of Proposal

Minimum Evaluation Criteria: Each proposal must be accompanied by a five thousand (\$5,000.00) dollar bid bond or certified check and include documentation that the proposer has funds or financing available to complete the sale as proposed and the qualifications to accomplish what has been proposed. Those proposals that do not meet the Minimum Evaluation Criteria will be judged unacceptable. Any proposal without the bid bond or check will be considered non-responsive.

Comparative Evaluation Criteria: Price is an important criterion but not the only criterion. In selling Nathan Fisher House the Town prefers proposals that meet a “double bottom line” in terms of both purchase price and community benefit. The Town reserves the right to select a proposal that is not the highest price offered if such a proposal ranks high on other criteria. All proposals will be rated on the following six criteria:

1. Price: The proposal that offers the highest price for the property will get the highest rating in this category. Offers through brokers are encouraged but they will ultimately be judged on the basis of the net price to the Town.
2. Restrictions/Conditions: The proposals that are subject to the fewest contingencies will be rated highest.
3. Preservation of the external historic appearance of the Nathan Fisher House building, will be rated highest in this category. Proposals that include demolition of the structure will not be selected.
4. Cultural Impact Consideration will be given to any cultural or social impact that any proposal (i.e. Art gallery space) would have on the community. Those proposals that include a cultural impact will be rated higher than a proposal with no cultural impact.
5. Effect on the existing neighborhood: Proposals will be rated according to impact of proposed uses on the neighborhood in terms of type of use, density, traffic, noise and aesthetic effect. Those which are more favorable than existing conditions will be rated highest, those which maintain existing conditions will be rated lower and those which are less favorable than existing conditions will be rated lowest.
6. Economic impact: Proposals will be rated according to enhancement of the property tax base, demand for municipal services, and the creation of employment. The proposal with the greatest enhancement of taxes and jobs and the lesser demand for services would be rated highest.

## VI. Submission Requirements

Complete proposals must include the following:

1. Description of development team, including key consultants, property manager, architect, contractor and attorney. This description must include the following information:
  - A. The name, address and telephone number of the applicant, and the name of any representative authorized to act on its behalf. The names and primary responsibility of each individual on the development team.
  - B. A summary of the development team's experience, collectively and individually, with similar projects and references for those projects.
  - C. Description of other real estate owned, including address, type of property, number of units (if applicable).
2. The proposal must include evidence of the financial status of the applicant, demonstrating the financial strength to carry out the proposed development. Provide three (3) references including contact name, address and phone number.
3. A description of the proposed use of the property and a discussion of zoning issues related to the proposal.
4. A narrative addressing the minimum and comparative criteria requirements.
5. Certification of Tax Compliance
6. A signed Certificate of Beneficial Interest

## **ATTACHMENTS**

**ATTACHMENT A – DEED**

**ATTACHMENT B – PRESERVATION RESTRICTION**

**ATTACHMENT C – CHAPTER 660 OF THE ACTS OF 1987**

**ATTACHMENT D – CHAPTER 55 OF THE ACTS OF 2009**

**ATTACHMENT E – PURCHASE AND SALE AGREEMENT**

**ATTACHMENT F – HIGHWAY BUSINESS ZONING DISTRICT REGULATIONS**

**ATTACHMENT G – OTHER REQUIRED FORMS**

ATTACHMENT A

DEED

QUITCLAIM DEED

The Commonwealth of Massachusetts, through its Division of Capital Planning and Operations, acting under the authority of Section 5 of Chapter 660 of the Acts of 1987, and Chapter 7 of the General Laws, as amended, for consideration of \$1.00 paid, does hereby grant to the Town of Westborough (a municipal corporation having an address at 34 Main Street, Westborough, MA 01585, Attn: Assessors Office), with quitclaim covenants, a certain parcel of land known as Parcel E and situated at the Northeastly intersection of Route 9 and Park Street in the Town of Westborough, the County of Worcester and the Commonwealth of Massachusetts, being more particularly bounded and described as follows:

Nov 26 10 46 AM '90

Lot 11, Route 9 and Park Street, Westborough, Mass.

Beginning at a concrete bound on a Northerly sideline of said Route 9, said concrete bound being N 04 degrees, 44', 53" W, 60.00 feet from Station 92+78.18 of the Main Baseline of said Route 9;

Thence S 86 degrees, 03', 21" W, 423.09 feet along the Northerly sideline of said Route 9 to a stake;

Thence by a curve as it deflects to the right having a radius of 50.00 feet, an arc length of 48.80 feet to a concrete bound;

Thence N 10 degrees, 37', 30" W, 149.67 feet to a stake;

The last two courses being by the Easterly sideline of said Park Street;

Thence N 86 degrees, 27', 53" E, 200.00 feet to a stake;

Thence N 00 degrees, 45', 46" E, 100.00 feet to a stake on the Southerly sideline of the Proposed Relocation of Oak Street;

The last two courses being by Parcel "I-1" on a hereinafter mentioned plan:

Thence by a curve as it deflects to the left having a radius of 797.64 feet, an arc length of 102.66 feet to a point;

Thence by a curve as it deflects to the left having a radius of 1018.04 feet, an arc length of 248.76 feet to a point;

Thence N 77 degrees, 21', 57" E, 40.98 feet to a point;

The last three courses being by the southerly sideline of the said Proposed Relocation of Oak Street;

Thence S 07 degrees, 38', 21" E, 282.34 feet by Parcel "L" on a hereinafter mentioned plan to a point on the Northerly sideline of said Route 9;

Thence along a curve as it deflects to the left having a radius of 12,060.00 feet and an arc length of 149.12 feet along the Northerly sideline of said Route 9 to a concrete bound at the point of beginning.

Containing 3.33 acres and being shown as Parcel "E" on a plan entitled, "Disposition Plan of Land in Westborough, Mass. surveyed for the Commonwealth of Massachusetts" Scale 1"=50' dated September 27, 1989 and revised December 19, 1989 signed by Richard A. Munroe of the Tibbets Engineering Corp. Said plan is to be filed with the Worcester District Registry of Deeds herewith, *Plat 443, Pl- 85*

Said parcel, formerly of the Old Lyman School property, where the Nathan Fisher House is located, shall be used by the Westborough Historical Commission for historic preservation and public education purposes only. The improvements to the Nathan Fisher House and any future changes to this structure shall conform with Secretary of Interior's Standards and the Massachusetts Historical Commission regulations.



The foregoing parcel is conveyed subject to and with the benefit of all rights, restrictions, and easements of record, inclusive of the Preservation Restrictions set forth in the agreement dated February 28, 1986, by and between the Commonwealth of Massachusetts through the Massachusetts Historical Commission and the Town of Westborough.

In witness whereof, the Commonwealth of Massachusetts has caused the present to be signed, sealed, acknowledged, and delivered in its name and behalf by John F. Bradshaw being the Associate Deputy Commissioner of the Division of Capital Planning and Operations, this 16 day of November, 1990.

COMMONWEALTH OF MASSACHUSETTS  
DIVISION OF CAPITAL PLANNING AND OPERATIONS

By: John F. Bradshaw

Approved as to Form:

Charles L. Solomon  
Associate General Counsel

COMMONWEALTH OF MASSACHUSETTS

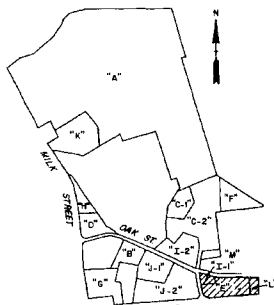
Suffolk, ss.

11 16, 1990

Then personally appeared the above-named John F. Bradshaw and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Commonwealth of Massachusetts, before me,

James J. Higgins  
Notary Public

My commission expires: 11 27 92



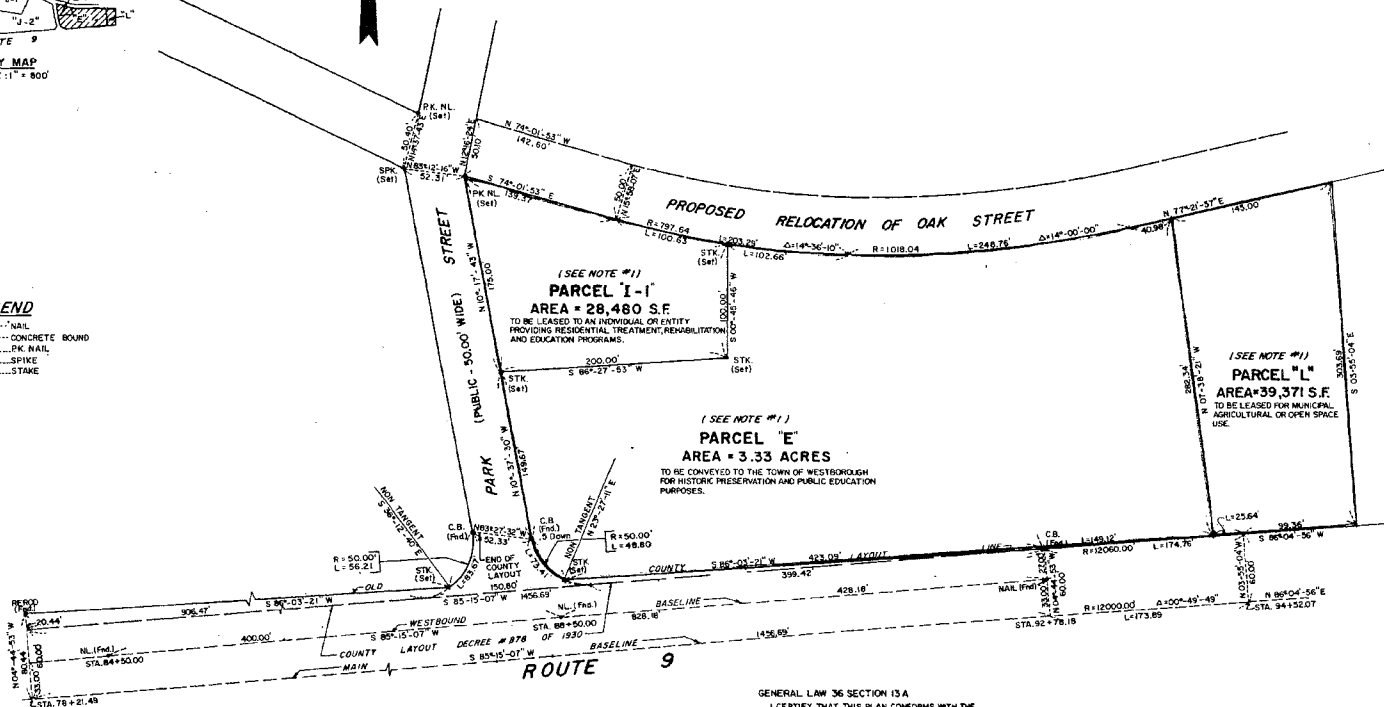
KEY MAP  
SCALE: 1" = 800'

# LEGEND

N.....NAIL  
CB.....CONCRETE BOUND  
PK. NL.....PK. NAIL  
SPK.....SPIKE  
STK.....STAKE



PLAN BOOK 64 PLAN 2



## NOTES:

- 1) THE PURPOSE OF THIS PLAN IS TO SHOW THE DISPOSITION OF PARCELS OF STATE OWNED LYMAN SCHOOL PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 660 OF THE ACTS OF 1987 ENACTED BY THE SENATE AND HOUSE OF REPRESENTATIVES IN GENERAL COURT APPROVED JANUARY 5, 1988 BY GOVERNOR MICHAEL DUKAKIS, SAID ACTS BEING ACCEPTED BY THE TOWN OF WESTBOROUGH.
- 2) 33/26 REFERS TO THE WESTBOROUGH ASSESSORS MAPS, PLAT 33, LOT 26.
- 3) PLAN REFERENCES ARE RECORDED AT THE WORCESTER DISTRICT REGISTRY OF DEEDS.
- 4) NO RECORD LAYOUT FOR THIS SECTION OF OAK STREET COULD BE FOUND. SEE PLAN BOOK 471, PLAN 8, FOR PROPOSED RELOCATION OF SAID OAK STREET.
- 5) SUBJECT PREMISES ARE LOCATED WITHIN ZONING DISTRICT "M".

ROBERT P. MCGLODRICK

## PLAN REFERENCES:

PLAN BOOK 64	PLAN 2
471	81
548	69
432	26
PLAN BOOK 321	PLAN 27
PLAN BOOK 629	PLAN 23

FOR CONVEYANCE PURPOSES ONLY;  
ALL PARCELS NOT TO BE CONSIDERED  
BUILDABLE LOTS.

WESTBOROUGH PLANNING BOARD  
APPROVAL UNDER THE SUBDIVISION  
CONTROL LAW NOT REQUIRED

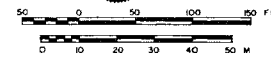
*Walter Kennedy Jr.*

DATE *August 15, 1988*

GENERAL LAW 36 SECTION 13A  
I CERTIFY THAT THIS PLAN CONFORMS WITH THE  
RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.  
*Charles E. McLaughlin*  
Registered Professional Land Surveyor



THIS SURVEY AND PLAN WERE PREPARED IN  
ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL  
STANDARDS FOR THE PRACTICE OF LAND SURVEYING  
IN THE COMMONWEALTH OF MASSACHUSETTS.  
*Charles E. McLaughlin*  
Date Registered Professional Land Surveyor



REVISED JUNE 14, 1990  
REVISED MARCH 5, 1990  
REVISED DEC. 19, 1989  
REVISED OCT. 10, 1989

DISPOSITION PLAN  
OF LAND  
IN  
WESTBOROUGH, MASS.  
SURVEYED FOR THE  
COMMONWEALTH OF MASSACHUSETTS  
SCALE: 1" = 50' SEPTEMBER 27, 1989

**tec** tibbetts engineering corp.  
New Bedford, Fall River &  
Taunton, Massachusetts

## THE COMMONWEALTH OF MASSACHUSETTS

61616

## Release Deed

The COMMONWEALTH OF MASSACHUSETTS, hereinafter "Grantor," acting by and through its Division of Capital Asset Management and Maintenance (formerly the Division of Capital Planning and Operations) with a mailing address of One Ashburton Place, Boston, Massachusetts 02108 pursuant to Sections 40E through 40J inclusive of Chapter 7 of the General Laws, as amended, and acting under the authority of section 12 of Chapter 660 of the Acts of 1987, for Five Thousand Dollars (\$5,000.00) paid, the receipt whereof is hereby acknowledged and in consideration of the performance by Grantee of the covenants contained herein, does hereby release to the Town of Westborough, a Municipal Corporation, with a mailing address of Westborough Board of Selectmen, Town Hall, 34 West Main Street, Westborough, Massachusetts 01581-1998, hereinafter "Grantee," all right, title and interest of Grantor, if any, in that certain parcel of land in the Town of Westborough, Worcester County, Massachusetts shown as Parcel L-1 (the "Premises") on a plan entitled "PLAN OF LAND FOR PARCEL L", ROUTE 9 (BOSTON/WORCESTER TNPk.) IN WESTBOROUGH (WORCESTER COUNTY), date: 06/15/01, Scale: 1" = 40" (the "Plan"). The Premises are more fully described as follows:

## PARCEL L-1

A parcel of land containing thirty-five thousand five hundred ninety one (35,591) square feet, more or less, located along the south side of Oak Street (Proposed Relocation) in the town of Westborough, Worcester County, Massachusetts as shown on said Plan. Said Plan is to be recorded herewith in said Worcester County Registry of Deeds in Plan Book 778, plan 104.

## Property Address: Oak Street, Westborough, Massachusetts

Meaning and intending to convey the Premises howsoever the same may be bounded and described including any and all appurtenant interests in Oak Street referred to in the above description, which may be held by Grantor.

By acceptance of this Deed, and as partial consideration therefor, the Grantee, on behalf of itself, its successors and assigns hereby agrees to be bound by the following covenants, restrictions and conditions, it being the intent of the parties hereto that the same shall run with the land:

1. Use of the Premises shall be for municipal historical preservation and public education purposes that shall allow the Grantee to create a public historical park, including the Nathan Fisher House previously conveyed by Grantor to Grantee, to be maintained by the Town's Historical Commission, its successors, and assigns.

Mail To:

Alan F. Dodd, Esq.  
11 Phylmor Drive  
Westborough, MA 01581

-1-

Turnpike Road, Westborough, MA 01581

Locus:

02 MAR 29 PM 1:39

2. In the event the Premises are used for any other purpose and/or cease to be used for municipal historical preservation and public education purposes at any time, all right, title and interest in the Premises shall revert to the Commonwealth.

It is the intent of the parties hereto that all agreements and covenants herein shall run with the land and be deemed to be made for valuable consideration.

This conveyance is made subject to and with the benefit of all rights, restrictions and easements of record, if any, in the Worcester County Registry of Deeds insofar as the same remain in force and applicable. Additionally, Section 40E provides that the Commissioner of the Division of Asset Management and Maintenance shall exercise the powers set forth in Chapter 7.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be signed, sealed, acknowledged and delivered in its name and behalf by David B. Perini, the duly appointed and authorized Commissioner of the Division of Capital Asset Management and Maintenance, on this 8th day of March, 2002.



David B. Perini, Commissioner  
Division of Capital Management  
and Maintenance

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

March 19, 2002

Then personally appeared the above-named David B. Perini, Commissioner as aforesaid and acknowledged the foregoing instrument to be his free act and deed as Commissioner, before me,

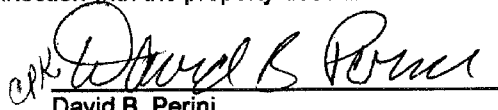
Cynthia Casimiro

Notary Public

Name: Cynthia Casimiro

My Commission Expires Feb. 18, 2005

The undersigned certifies under the penalties of perjury that I have fully complied with the provisions of Section 40 F 1/2 and 40 H of Chapter 7 of the Massachusetts General Laws in connection with the property described herein.



David B. Perini  
Commissioner, Division of Capital  
Management and Maintenance

Date: 3/8, 2002

Approved As To Form

  
Assistant Attorney General

*Pursuant to Chapter 64D of the Massachusetts General Laws, no excise tax shall be due on this deed given by the Commonwealth of Massachusetts, acting by and through its Division of Capital Management and Maintenance.*

## Unofficial Property Record Card - Westborough, MA

### General Property Data

Parcel ID 33-44-0	Account Number 0
Prior Parcel ID --	
Property Owner TOWN OF WESTBOROUGH	Property Location 146 OAK ST
	Property Use TOWN IMPROVE
Mailing Address 34 WEST MAIN ST	Most Recent Sale Date 11/26/1990
	Legal Reference 13114 166
City WESTBOROUGH	Grantor COMMONWEALTH OF MASSACHUS
Mailing State MA Zip 01581	Sale Price 1
ParcelZoning STAT	Land Area 3.330 acres

### Current Property Assessment

Card 1 Value	Building Value 359,800	Xtra Features Value 0	Land Value 515,300	Total Value 875,100
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### Building Description

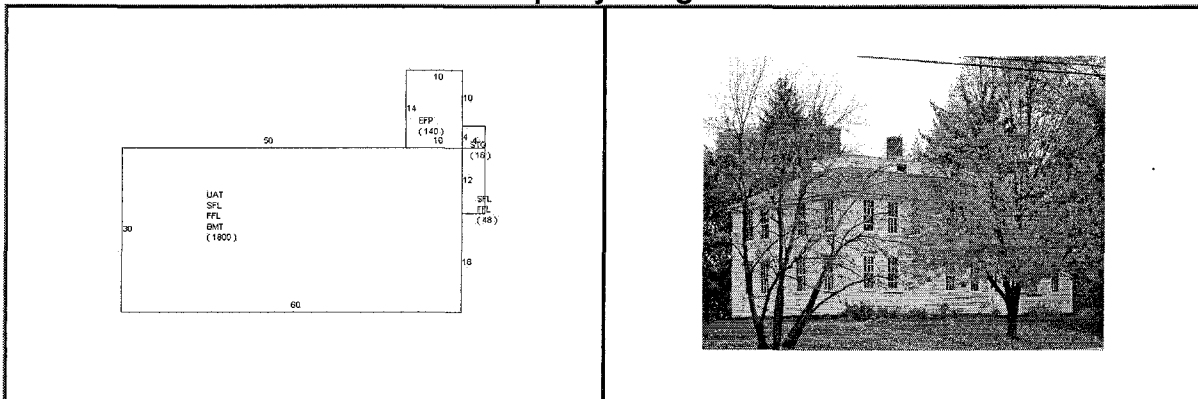
Building Style ANTIQUE	Foundation Type MASONRY	Flooring Type HARDWOOD
# of Living Units 1	Frame Type WOOD	Basement Floor N/A
Year Built 1820	Roof Structure HIP	Heating Type FORCED H/A
Building Grade EXCELLENT	Roof Cover ASPHALT	Heating Fuel GAS
Building Condition Average	Siding CLAPBOARD	Air Conditioning 0%
Finished Area (SF) 3696	Interior Walls PLASTER	# of Bsmt Garages 0
Number Rooms 15	# of Bedrooms 7	# of Full Baths 2
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 1

### Legal Description

### Narrative Description of Property

This property contains 3.330 acres of land mainly classified as TOWN IMPROVE with a(n) ANTIQUE style building, built about 1820 , having CLAPBOARD exterior and ASPHALT roof cover, with 1 unit(s), 15 room(s), 7 bedroom(s), 2 bath(s), 0 half bath(s).

### Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

**ATTACHMENT B**

**PRESERVATION RESTRICTION**

PRESERVATION RESTRICTION

The parties to this agreement are the COMMONWEALTH OF MASSACHUSETTS, by and through the MASSACHUSETTS HISTORICAL COMMISSION, which has an office at 80 Boylston Street, Boston, Massachusetts, 02116, hereinafter referred to as the Commission, and Town of Westborough

\_\_\_\_\_, hereinafter referred to as the Grantor.

For good and valuable consideration the Commission imposes and the Grantor accepts the following preservation restrictions which shall be recorded with and affect those premises described in a certain deed dated

\_\_\_\_\_ from \_\_\_\_\_  
\_\_\_\_\_ to the Grantor, recorded with the \_\_\_\_\_  
Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_.

These preservation restrictions are set forth so as to ensure the preservation of the architectural and historical integrity of Nathan Fisher House, so called, located at Route Nine/Worcester Turnpike, Westborough, Massachusetts, which premises have been listed on the National Register of Historic Places under the provisions of the National Historic Preservation Act of 1966 (80 Stat. 915) and/or the State Register of Historic Places. Architectural and historical integrity shall be defined as those significant characteristics which originally qualified the building for entry in the National Register of Historic Places and/or State Register of Historic Places.

PRESERVATION RESTRICTIONS

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 architectural and historical integrity of the features, materials, appearance, workmanship, and environment for a period in perpetuity from the date of execution of this instrument in a manner satisfactory to the Commission. Nothing herein shall prohibit the Grantor from seeking financial assistance from any sources available to him.

2. Maintenance of Grounds: The Grantor agrees that the grounds around said building be maintained in a landscaped environment consistent with the historical character of the building. Nothing herein shall prohibit the parking on part of the premises of registered operating motor vehicles in use by the owner or occupants or visitors to the premises.



3. Inspection: The Grantor agrees that the Commission may inspect the premises from time to time during the length of the restrictions to ensure that the Grantor is in compliance with reasonable standards of maintenance and administration.

4. Alteration: The Grantor agrees that no alteration shall be made unless (a) clearly of minor nature and not affecting architectural and historical values, (b) the Commission has previously determined that it will not seriously impair architectural and historical values after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission.

5. Other Provisions: As a special condition of the preservation restriction, the MHC requires that the current historic windows (6 over 6 lights) be retained. Necessary repairs and in-kind replacement of deteriorated elements (i.e., glass panes, muntin bars, etc.) will be acceptable. Wholesale replacement will not be allowed.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 28 day of February, 1986  
by Dexter P. Blois Town Coordinator

COMMONWEALTH OF MASSACHUSETTS

WORCESTER

SS

Then personally appeared the above named DEXTER P. BLOIS  
and acknowledged the foregoing instrument to be the free act and deed of  
DEXTER P. BLOIS, before me,

James E. McIlwain, 2-28, 1986  
Notary Public  
My commission expires 3-18-86

APPROVAL BY MASSACHUSETTS HISTORICAL COMMISSION

The undersigned Executive Director of the Massachusetts Historical Commission hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Valerie A. Talmage

Valerie A. Talmage

Executive Director

Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk SS

Then personally appeared the above named Valerie A. Talmage, Executive Director and Secretary, and acknowledged the foregoing approval to be the free act and deed of the Massachusetts Historical Commission, before me,

November 19, 1985

Elsa H. Fitzgerald  
Notary Public  
My Commission expires

November 3, 1989 10/84

## 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 alterations which are not of a minor nature, part of ordinary maintenance and repair, or which involves structural stabilization.

In an effort to explain what constitutes a minor alteration and what types of changes should 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, stencilling, 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.

February 28, 1986

## LANDSCAPE/OUTBUILDINGS

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

Major - Moving or subdividing buildings or property; altering 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, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building. situ,

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

## HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

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

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 reviewable alterations are contemplated. Substantial alterations necessitate review of plans and specifications. ng may

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. the with the

February 28, 1986

## ATTACHMENT C

### CHAPTER 660 OF THE ACTS OF 1987

Chapter 660.

THE COMMONWEALTH OF MASSACHUSETTS

*In the Year One Thousand Nine Hundred and Eighty-seven*

AN ACT RELATIVE TO THE DISPOSITION OF CERTAIN STATE-OWNED PROPERTY AT THE LYMAN SCHOOL FOR BOYS IN THE TOWN OF WESTBOROUGH.

*Whereas*, The deferred operation of this act would tend to defeat its purpose, which is to immediately dispose of certain state-owned property, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

SECTION 1. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to transfer the care and control of all or a portion of a certain parcel of land, hereinafter referred to as Parcel "A", together with the buildings thereon, in the town of Westborough, to the division of fisheries and wildlife for said division's regional offices, wildlife management area purposes or any other related purposes. ( This transfer of control shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe, and may include, as appropriate, conservation or agricultural conservation restrictions.

Said Parcel "A" is bounded and described as follows:

Beginning at a point on the easterly side of Milk Street, said point being the northwesterly corner of the premises described herein. Thence northeasterly by land now or formerly of Charles D. Cobb 260 feet, more or less, to a point. Thence northeasterly by land now or formerly of the Commonwealth of Massachusetts 700 feet, more or less, to a point. Thence southeasterly by land now or formerly of the Commonwealth of Massachusetts 1500 feet, more or less, to a point which is the northeasterly corner of the premises. Thence southeasterly by land now or formerly of the Commonwealth of Massachusetts 2400 feet, more or less, to a point. Thence westerly by land now or formerly of the Commonwealth of Massachusetts 600 feet, more or less, to a point of

northeasterly 50 feet, more or less, to a point. Thence northwesterly 135 feet, more or less, to a point. Thence southwesterly 83 feet, more or less, to a point. Thence northwesterly 737 feet, more or less, to a point. Thence southwesterly 486 feet, more or less, to a point. Thence northwesterly 116 feet, more or less, to a point. Thence southwesterly 360 feet, more or less, to a point. The last seven courses being by land of the Massachusetts Technology Park Corporation. Thence northeasterly by land now or formerly of the Commonwealth of Massachusetts 270 feet, more or less, to a point. Thence northwesterly 280 feet, more or less, to a point. Thence southwesterly 300 feet, more or less, to a point. Thence northwesterly 150 feet, more or less, to a point. The last three courses being by land of the Commonwealth of Massachusetts. Thence southwesterly 200 feet, more or less, to a point on the easterly line of Milk Street. Thence northwesterly by the easterly line of Milk Street 900 feet, more or less, to a point of beginning.

Said Parcel "A" contains approximately eighty acres of land, and is shown more particularly on a plan entitled "Lyman School Disposition Plan", as referenced hereafter, dated June 25, 1986, which is on file with the division of capital planning and operations. The precise configuration of Parcel "A" shall be described in a land survey accompanying the master plan to be prepared for the site, as provided for in section fifteen.

SECTION 2. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to transfer the care and control of all or a portion of a certain parcel of land, hereinafter referred to as Parcel "B", together with the building thereon, in the town of Westborough, to the department of environmental management for said department's administrative office and storage purposes or other related purposes. This transfer of control shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe, and may include, as appropriate, provision for shared use of the parcel and any facilities thereon, for similar purposes, with other state agencies.

Said Parcel "B" is bounded and described as follows:

Beginning at a point on the southerly side of Oak Street, said point being the northeasterly corner of the premises described herein and the northwesterly corner of Parcel "J", which is now or formerly of the Commonwealth of Massachusetts. Thence southwesterly along Parcel "J" 260 feet, more or less, to

a point at land now or formerly of Elizabeth D. George Thence northwesterly by land now or formerly of George 285 feet, more or less, to a point. Thence southwesterly by land now or formerly of George 120 feet, more or less, to a point. Thence westerly by land now or formerly of the Commonwealth of Massachusetts (Parcel "G") 100 feet, more or less, to a point. Thence northeasterly by land now or formerly of the County of Worcester 450 feet, more or less, to a point on the southerly side of Oak Street. Thence easterly by the southern side of Oak Street 355, more or less, feet to the point of beginning.

Said Parcel "B" contains approximately two acres of land, and is shown more particularly on a plan entitled "Lyman School Disposition Plan". The precise configuration of Parcel "B" shall be described in a land survey accompanying the master plan provided for in section fifteen.

SECTION 3. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to transfer the care and control of all or a portion of a certain parcel of land, hereinafter referred to as Parcel "C", together with the buildings thereon, in the town of Westborough, to the department of environmental quality engineering for said department's office, laboratory, and garage facilities or any other related purpose. This transfer of control shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe.

Said Parcel "C" is bounded and described as follows:

Beginning at a point on the westerly side of Park Street Extension, said point being approximately 240 feet from the intersection of the northerly side of Oak Street and the easterly side of Park Street. Thence northerly along the easterly line of Park Street Extension approximately 220 feet to a point. Thence westerly by Parcel "1.(2)" 220 feet, more or less to a point. Thence southwesterly continuing by Parcel "1.(2)" 195 feet, more or less, to a point. Thence northwesterly continuing by Parcel "1.(2)" 140 feet, more or less, to a point at land now or formerly of the Massachusetts Technology Park Corporation. Thence northerly along a drive by land now or formerly of the Massachusetts Technology Corporation 430 feet, more or less, to point. Thence northeasterly by land now or formerly of the Massachusetts Technology Park Corporation 256 feet, more or less to a point. Thence westerly by land now or formerly of the Commonwealth of Massachusetts 600 feet, more or less, to a point, said point being the northeast corner of the premises. Thence southerly by

land now or formerly of the Commonwealth of Massachusetts and the town of Westborough 950 feet, more or less, to a point. Thence westerly 280 feet by Parcel "H", more or less, to the point of beginning.

Said Parcel "C" contains approximately thirteen acres of land, and is shown more particularly on a plan entitled "Lyman School Disposition Plan". The precise configuration of Parcel "C" shall be described in a land survey accompanying the master plan.

If said department does not need all or a portion of this parcel for the purposes described above, then the deputy commissioner is authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to transfer to another state agency or convey by a deed approved as to form by the attorney general, to an individual or entity all or part of Parcel "C" for recreational, residential or educational purposes that are compatible with the other uses specified in the master plan provided for in section fifteen.

SECTION 4. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to transfer the care and control of all or a portion of a certain parcel of land, hereinafter referred to as Parcel "D", in the town of Westborough, to the trial court of the commonwealth for said court parking purposes. This transfer of control shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe.

Said Parcel "D" is bounded and described as follows:

Beginning at a point on the easterly line of Milk Street and the northerly line of Oak Street, said point being the southwesterly corner of the premises. Thence easterly along the northerly line of Oak Street 460 feet, more or less, to a point. Thence northwesterly by land now or formerly of the Commonwealth of Massachusetts, 310 feet, more or less, to a point at the easterly side of Milk Street. Thence westerly by land now or formerly of Parcel "H" 310 feet to a point. Thence southerly 360 feet, more or less, to a point of beginning.

Said Parcel "D" contains approximately two and one-half acres of land, and is shown more particularly on a plan entitled "Lyman School Disposition Plan". The precise configuration of Parcel "D" shall be described in a land survey accompanying the master plan provided for in section fifteen.



SECTION 5. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to convey by a deed approved as to form by the attorney general, a certain parcel of land, and the buildings thereon, hereinafter referred to as Parcel "E", commonly known as the Nathan Fisher House, in the town of Westborough, to said town for historic preservation and public education purposes. This conveyance shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe, including, but not limited to, a preservation restriction in perpetuity with the Massachusetts Historical Commission, and the condition that the property shall revert to the commonwealth if it is no longer used for the aforementioned purposes.

Said Parcel "E" is bounded and described as follows:

Beginning at a point on the northerly line of Route 9 and the easterly line of Park Street, said point being the southwesterly corner of the premises. Thence easterly along the northerly line of Route 9, 500 feet, more or less, to a point at land now or formerly of the Commonwealth of Massachusetts (Parcel "L"). Thence northerly by land now or formerly of the Commonwealth of Massachusetts 300 feet, more or less, to a point on the southerly line of Oak Street. Thence westerly along Oak Street 230 feet, more or less, to a point at Parcel 1.(1). Thence southerly by land of Parcel 1.(1) 100 feet, more or less, to a point; thence westerly along the southerly boundary of Parcel 1.(1) 200 feet, more or less, to a point on the easterly line of Park Street; thence southerly along the easterly line of Park Street 163 feet, more or less, to the point of beginning.

Said Parcel "E" contains approximately three and one-tenth acres of land, and is shown more particularly on a plan entitled "Lyman School Disposition Plan". The precise configuration of Parcel "E" shall be described in a land survey accompanying the master plan provided for in section fifteen.

SECTION 6. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to convey by a deed approved as to form by the attorney general, all or a portion of a certain parcel of land, hereinafter referred to as Parcel "F", in the town of Westborough, to said town for municipal nursery and public works purposes. This conveyance shall be in accordance with such terms and conditions as the deputy commis-

sioner shall prescribe, including the condition that the property shall revert to the commonwealth if it is no longer used for the aforementioned purposes.

Said Parcel "F" is bounded and described as follows:

Beginning at a point on the northwesterly corner of land now or formerly of the Town of Westborough, said point also being the southwest corner of the premise described herein. Thence northerly by Parcel "C" 450 feet, more or less, to a point. Thence southeasterly by land now or formerly of the Commonwealth of Massachusetts 750 feet to a point. Thence westerly by land now or formerly of the Town of Westborough 600 feet, more or less, to a point of beginning.

Said Parcel "F" is triangular in shape and contains approximately three and one-tenth acres of land, and is shown more particularly on a plan entitled "Lyman School Disposition Plan". The precise configuration of Parcel "F" shall be described in a land survey accompanying the master plan provided for in section fifteen.

SECTION 7. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to lease for a term of up to thirty years or convey by a deed approved as to form by the attorney general, all or a portion of a certain parcel of land, and the buildings thereon, hereinafter referred to as Parcel "G", in the town of Westborough, for residential purposes. This lease or conveyance shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe.

Said Parcel "G" is bounded and described as follows:

Beginning at a point on the northerly line of Route 9, said point being the southeasterly corner of the premises herein described. Thence westerly by the northerly line of Route 9, 128 feet, more or less, to a point at land now or formerly of Agnes P. Tomlin. Thence northerly by land now or formerly of Tomlin 100 feet, more or less, to a point. Thence westerly by land now or formerly of Tomlin 330 feet, more or less, to a point on the easterly side of Milk Street. Thence northerly by the easterly line of Milk Street 410 feet to a point of land now or formerly of Glendonna A. Nourse. Thence easterly by land now or formerly of Nourse 363 feet, more or less, to a point at land now or formerly of Elizabeth D. George. Thence southerly by land now or formerly of George 185 feet, more or less, to a point. Thence easterly by land now or formerly of George 83 feet, more or less, to a point. Thence southerly by

land now or formerly of George 310 feet, more or less to a point of beginning.

Said Parcel "G" contains approximately six acres of land, and is shown more particularly on a plan entitled "Lyman School Disposition Plan". The precise configuration of Parcel "G" shall be described in a land survey accompanying the master plan provided for in section fifteen. The Westborough Housing Authority shall have the right of first refusal in the disposition of this property, and preference shall be given to proposals which include mixed income housing.

SECTION 8. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to lease for a term of up to thirty years or convey by a deed approved as to form by the attorney general, all or a portion of a certain parcel of land, and the buildings thereon, hereinafter referred to as Parcel "H", in the town of Westborough, for residential purposes. This lease or conveyance shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe.

Said Parcel "H" is bounded and described as follows:

Beginning at a point on the easterly line of Milk Street, said point being the southwesterly corner of the premises described herein. Thence northerly by the easterly side of Milk Street 640 feet to a point at the easterly line of Milk Street and the discontinued layout of Oak Street. Thence southeasterly by land now or formerly of the Commonwealth of Massachusetts and the Massachusetts Technology Park Corporation 690 feet, more or less, to a point at Parcel "D". Thence southwesterly by the northerly line of Parcel "D", 310 feet, more or less, to the point of beginning.

Said Parcel "H" contains approximately two and one-half acres of land, and is shown more particularly on a plan entitled "Lyman School Disposition Plan". The precise configuration of Parcel "H" shall be described in a land survey accompanying the master plan provided for in section fifteen. The Westborough Housing Authority shall have the right of first refusal in the disposition of this property, and preference shall be given to proposals which include mixed income housing.

SECTION 9. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to lease for a term of up to thirty years or convey by a deed approved as to form by the attorney general.

all or a portion of two parcels of land, and the buildings thereon, hereinafter referred to as Parcel "I.(1)" and "I.(2)", in the town of Westborough, to an individual or entity providing residential treatment, rehabilitation, and education programs. This lease or conveyance shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe.

Said Parcel "I.(1)" is bounded and described as follows:

Beginning at a point at the intersection of the southerly line of Oak Street and the easterly line of Park Street, said point being the northwesterly corner of the premises described herein. Thence southeasterly along the southerly line of Oak Street 240 feet, more or less, to a point. Thence southerly by land now or formerly of the Commonwealth of Massachusetts (Parcel E) 100 feet, more or less, to a point; Thence westerly along the northerly line of Parcel E, 200 feet, more or less, to a point on the easterly line of Park Street; thence northerly along the easterly line of Park Street 175 feet, more or less, to the point of beginning.

Said Parcel "I.(2)" is bounded and described as follows:

Beginning at a point at the intersection of the westerly line of Park Street and the northerly line of Oak Street, said point being the southeasterly corner of the premises described herein. Thence northwesterly along the northerly line of Oak Street 750 feet, more or less, to a point at the land now or formerly of the Massachusetts Technology Park Corporation. Thence northeasterly along the last described land 245 feet to a point. Thence southeasterly along land now or formerly of the Commonwealth of Massachusetts 140 feet, more or less, to a point. Thence northeasterly along the last named land 195 feet, more or less, to a point. Thence easterly along land now or formerly of the Commonwealth of Massachusetts, 220 feet, more or less, to a point, said point being the northeasterly corner of the premises, the last three lines being by Parcel "C". Thence southerly along the easterly line of Park Street Extension 460 feet, more or less, to the point of beginning.

Said Parcel "I.(1)" contains approximately seven-tenths acres of land, and said Parcel "I.(2)" contains approximately four acres of land. Both parcels are shown more particularly on a plan entitled "Lyman School Disposition Plan". The precise configuration of Parcel "I.(1)" and "I.(2)" shall be described in a land survey accompanying the master plan provided for in section fifteen.

SECTION 10. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to lease for a term of up to thirty years or convey by a deed approved as to form by the attorney general, all or a portion of a certain parcel of land, and the buildings thereon, hereinafter referred to as Parcel "J", in the town of Westborough, to an individual or entity for recreational, educational and civic purposes. This lease or conveyance shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe.

Said Parcel "J" is bounded and described as follows:

Beginning at a point at the intersection of the northerly line of Route 9 and the westerly line of Park Street said point being the southeasterly corner of the premises herein described. Thence westerly along the northerly line of Route 9 approximately 940 feet, more or less, to a point at land now or formerly of Elizabeth D. George. Thence northerly by land now or formerly of George 550 feet, more or less, to a point. Thence northeasterly by Parcel "B" 200 feet, more or less, to a point on the southerly line of Oak Street. Thence southeasterly along Oak Street 700 feet, more or less, to a point at the intersection of the southerly line of Oak Street and the westerly line of Park Street. Thence southerly along the easterly line of Park Street 250 feet, more or less, to a point of beginning.

Said Parcel "J" includes approximately eleven acres of land, and is shown more particularly on a plan entitled "Lyman School Disposition Plan". The precise configuration of Parcel "J" shall be described in a land survey accompanying the master plan provided for in section fifteen.

SECTION 11. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to lease for a term of up to thirty years or convey by a deed approved as to form by the attorney general, all or a portion of a certain parcel of land, and the buildings thereon, hereinafter referred to as Parcel "K" in the town of Westborough, to an individual or entity for recreational, educational, civic or residential purposes. This lease or conveyance shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe.

Said parcel "K" is bounded and described as follows:

Beginning at a point on the easterly line of Milk Street at the northwesterly corner of land of the Massachusetts Technology Park Corporation. Thence southeasterly by land of the Corporation 400 feet, more or less, to a point. Thence northeasterly by land of the Corporation 260 feet, more or less, to a point. Thence northeasterly by land of the Commonwealth of Massachusetts, 270 feet, more or less, to a point. Thence northwesterly by land of the Commonwealth of Massachusetts 280 feet, more or less, to a point. Thence southwesterly by land by the Commonwealth land 500 feet, more or less, to a point. Thence southeasterly by the Commonwealth land 100 feet to a point. Thence southwesterly by the Commonwealth land 180 feet, more or less, to a point on the easterly line of Milk Street. Thence southeasterly along the easterly line of Milk Street 130 feet, more or less, to the point of beginning.

Said Parcel "K" includes approximately six and one-half acres of land, and is shown more particularly on a plan entitled "Lyman School Disposition Plan". The precise configuration of Parcel "K" shall be described in a land survey accompanying the master plan provided in section fifteen.

SECTION 12. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to lease for a term of up to thirty years or convey by a deed approved as to form by the attorney general, all or a portion of a certain parcel of land, hereinafter referred to as Parcel "L", in the town of Westborough, for municipal, agricultural or open space use. This lease or conveyance shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe.

Said Parcel "L" is bounded and described as follows:

Beginning at a point on the northerly line of Route 9, said point being the southeasterly corner of the premises described herein and the southeasterly corner of Parcel E. Thence easterly along the northerly line of Route 9, 125 feet, more or less, to a point at land now or formerly of Robert McGoldrick. Thence northerly by land now or formerly of McGoldrick 300 feet, more or less, to a point on the southerly line of Oak Street. Thence westerly along Oak Street 145 feet, more or less, to a point. Thence southerly by land now or formerly of the Commonwealth of Massachusetts 300 feet, more or less, to the point of beginning.

Said Parcel "L" includes approximately nine-tenths acres of land, and is shown more particularly on a plan entitled "Lyman School Disposition Plan".

The precise configuration of Parcel "L" shall be described in a land survey accompanying the master plan provided for in section fifteen.

SECTION 13. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to convey by a deed approved as to form by the attorney general, all or a portion of a certain parcel of land, and the building thereon, hereinafter referred to as Parcel "M", in the town of Westborough, to said town for municipal public works purposes. This conveyance shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe, including the condition that the property shall revert to the commonwealth if it is no longer used for the aforementioned purposes.

Said Parcel "M" is bounded and described as follows:

Beginning at a point on the westerly line of Park Street Extension, said point being approximately 240 feet from the intersection of the northerly line of Oak Street and the easterly line of Park Street and the northwesterly corner of the premises described herein. Thence easterly by Parcel "C", 280 feet, more or less, to a point at land now or formerly of the Town of Westborough. Thence southerly by land now or formerly of the Town of Westborough 100 feet, more or less, to a point. Thence westerly by land now or formerly of the Town of Westborough 300 feet, more or less, to a point on the westerly line of Park Street extension. Thence northerly by Parcel "J", 120 feet, more or less, to a point of beginning.

Said Parcel "M" includes approximately seventy-five one hundredths acres of land, and is shown more particularly on a plan entitled "Lyman School Disposition Plan". The precise configuration of Parcel "M" shall be described in a land survey accompanying the master plan provided for in section fifteen.

SECTION 14. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to convey by an easement approved as to form by the attorney general, a certain parcel of land to the Massachusetts Technology Park Corporation for drainage and utility purposes. This conveyance of an easement shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe, in consultation with the division of fisheries and wildlife.

Said Parcel "V" is bounded and described as follows:

Beginning at a point at the northeasterly corner of "Drainage Easement 'R'" at other land now or formerly of the Commonwealth of Massachusetts, thence running

N 70 44 26 E 230.00 feet, more or less, to a point, thence turning and running;

N 36 24 05 E 44.32 feet, more or less, to a point, thence turning and running;

S 19 15 34 E 45.00 feet, more or less, to a point, thence turning and running;

S 70 44 26 E 230.00 feet, more or less, to a point, thence turning and running;

N 29 43 04 W 20.06 feet, more or less, to the point of beginning.

Said course being by "Drainage Easement 'R'" and other land now or formerly of the Commonwealth of Massachusetts.

The above described land contains five thousand seven hundred and seventy-three square feet, more or less, and is shown as "Drainage Easement 'V'" on a plan of land entitled, "Easement Plan of Land in Westborough, Massachusetts", and recorded at the Worcester district registry of deeds, in the county of Worcester Plan Book No. 548, Plan No. 69.

SECTION 15. The division of capital planning and operations is hereby authorized to prepare a master plan, requests for proposals, and disposition documents, including, but not limited to, hiring planning, real estate, and legal consultants to prepare site plans, surveys, appraisals, site studies and environmental impact reports, if required, to determine the guidelines for the disposition and development of parcels described in sections one to fourteen, inclusive. Said master plan shall include a property description and site plan showing the boundary of parcels available for disposition, narrative and graphic presentation of the characteristics of the land and buildings, recommended uses of the Lyman school property, and development guidelines that will be incorporated into requests for proposals and property disposition agreements. An analysis of the value of the land and buildings shall be prepared as part of the master plan. Upon completion and at least thirty days before adoption of the master plan, the deputy commissioner of capital planning and operations shall submit a copy of said master plan to the joint legislative committee on state administration, the house and senate committees on ways and means, and the inspector general. Following adoption of the master plan and



pursuant to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, the deputy commissioner shall solicit and select development proposals and negotiate and execute land disposition instruments based on the requirements of this act and the development guidelines adopted in the master plan.

SECTION 16. The deputy commissioner of capital planning and operations is hereby authorized to retain or grant rights of way or easements across property described in sections one to thirteen, inclusive, of this act, or to convey such property as needed for roadways or road improvements to the Massachusetts and Westborough departments of public works.

SECTION 17. The deputy commissioner of capital planning and operations is hereby authorized, subject to the provisions of sections forty E to forty J, inclusive, of chapter seven of the General Laws, to convey by a deed approved as to form by the attorney general, a certain parcel of land that is currently part of Westborough state hospital, situated on the southeasterly side of Lyman street, in the town of Westborough, to said town for active and passive public recreational and conservation purposes. This conveyance shall be in accordance with such terms and conditions as the deputy commissioner shall prescribe, in consultation with the department of mental health. Said parcel is bound and described as follows:

Beginning at a point 500 feet, more or less, southeasterly from a cement bound in the southeasterly line of Lyman Street; Thence easterly bounding on the north by land of Zaniboni and the Town of Westborough a distance of 390 feet, more or less, to a point; Thence southeasterly bounding on the east by land of the Town of Westborough 270 feet, more or less, to a point; Thence southwesterly bounding on the south by land of Spinola, Harrington, and Chase 1760 feet, more or less, to a point; Thence northerly bounding on the west by land of the Town of Westborough, McDonald, Donovan, Trip, Furbish, Healy, Lawrence, Serafin, Suter, McGurk and Westborough state hospital a distance of 1950 feet, more or less to the point of beginning.

Said parcel includes approximately fourteen acres of land, such precise configuration more particularly shown in a plan entitled: "Plan of Land in Westborough, Mass. Owner: Westborough State Hospital, Scale: 1" = 200', Dated: March 4, 1986, Prepared By: Guerard Survey Co. and Associates, 11 Summer Street, Westborough, Mass. 01581".

SECTION 18. Nothing in sections one to thirteen, inclusive, shall be construed as superseding the authorization contained in chapter four hundred and five of the acts of nineteen hundred and eighty-four.

House of Representatives, December 28, 1987.

Preamble adopted,

*George Luerian*

, Speaker.

In Senate, December 28, 1987.

Preamble adopted,

*William M. Bulger*

, President.

House of Representatives, December 28, 1987.

Bill passed to be enacted,

*George Luerian*

, Speaker.

In Senate, December 28, 1987.

Bill passed to be enacted,

*William M. Bulger*

, President.

January 5, 1987.

Approved,

at Four o'clock and 00 minutes, P. M.

*Richard P. Latta*

Governor.

ATTACHMENT D

CHAPTER 55 OF THE ACTS OF 2009

## Chapter 55 of the Acts of 2009

### AN ACT RELATIVE TO THE DISPOSITION OF PROPERTY IN THE TOWN OF WESTBOROUGH

*Whereas*, The deferred operation of this act would tend to defeat its purpose, which is to provide forthwith for the release of a use restriction on certain land in the town of Westborough, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:*

**SECTION 1.** The first paragraph of section 5 of chapter 660 of the acts of 1987 is hereby amended by striking out, in lines 11 to 13, inclusive, the words “, and the condition that the property shall revert to the commonwealth if it is no longer used for the aforementioned purposes”.

**SECTION 2.** Notwithstanding said section 5 of said chapter 660 of the acts of 1987 or any other general or special law to the contrary, the Massachusetts historical commission shall release any preservation restriction held by the commission on the parcel designated as Parcel E in said section 5 of said chapter 660, including any improvements and which was conveyed to the town of Westborough by the commonwealth on November 16, 1990 and recorded in the Worcester county registry of deeds in book 13114, page 166. The property is located on the northern side of route 9, or Turnpike road, and is more commonly known as the “Nathan Fisher House Property”.

**SECTION 2A.** The first sentence of section 6 of said chapter 660 is hereby amended by striking out, in line 6, the words “nursery and” and inserting in place, thereof the following words:- nursery, a municipal firing range or.

**SECTION 2B.** The commissioner of capital asset management and maintenance may execute and deliver to the town of Westborough such amended deed, in accordance with section 6 of chapter 660 of the acts of 1987, or other document as the commissioner deems reasonable and appropriate to effect the purposes of section 2A.

**SECTION 3.** Notwithstanding any general or special law to the contrary, the commissioner of capital asset management and maintenance shall release any restriction on use and any reversionary interest held by the commonwealth in the portion of that parcel designated as Parcel L in section 12 of said chapter 660 which portion was conveyed to the town of Westborough on March 8, 2002 and recorded in the Worcester county registry of deeds in book 26273, page 391.

**SECTION 4.** The town of Westborough may dispose of said Parcels E and L in a manner consistent with public bidding laws, and, notwithstanding any general or special law to the contrary, subject to section 4, may use the proceeds of any such disposition in any manner.

**SECTION 5.** In consideration for the releases set forth in sections 2 and 3, upon any disposition of said Parcels E and L, or either of them, by the town of Westborough, the town shall pay to the commonwealth 50 per cent of the net cash proceeds from the sale, lease or other disposition of said parcels; said payment to the commonwealth shall include \$22,000 to the Massachusetts historical commission as repayment of the Massachusetts Preservation Projects Fund grant received by the town of Westborough from the Massachusetts historical commission.

For the purposes of this section, “net cash proceeds” shall mean all payments paid to the town of Westborough as and when paid, less any transaction-related expenses incurred by the town of Westborough for which it is not otherwise reimbursed. The town of Westborough shall be entitled to reimbursement from the gross proceeds for expenses reasonably incurred by the town in connection with the custody, preparation of the parcels for sale, lease or other disposition, and reasonable transaction costs relating to the sale, lease or other disposition of said parcels.

*Approved August 4, 2009.*

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**ATTACHMENT E**

**PURCHASE AND SALES AGREEMENT**

PURCHASE AND SALE AGREEMENT

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

1.       **PARTIES AND MAILING ADDRESSES**

Town of Westborough, hereinafter referred to as the “Seller,” agrees to sell, and \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the “Buyer,” agrees to buy, upon the terms hereinafter set forth, the following described premises:
2.       **DESCRIPTION OF PREMISES**

Parcels “E” and “L” in the Town of Westborough as bounded and described in chapter 660 of the Acts of 1987. The parcels are located along the westbound side of Turnpike Road (Route 9). For owner’s title, see Worcester Registry of Deeds, Book 26273, Page 391.
3.       **BUILDINGS, STRUCTURES, IMPROVEMENTS AND FIXTURES**

Included in the sale as a part of said premises are the buildings, structures and improvements now thereon, and the fixtures belonging to the Seller and used in connection therewith including, if any, all screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers.
4.       **TITLE DEED**

Said premises are to be conveyed by a quitclaim deed running to the Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

  - a.   provisions of existing building and zoning laws, and
  - b.   historic/preservation restrictions held by the Commonwealth.

Seller's title to the premises shall be deemed to meet the requirements of this clause for all purposes unless on or before \_\_\_\_\_ , 20\_\_ written notice of a claimed defect

therein is given to Seller and Seller's attorneys as provided herein. Such notice shall specify any defects claimed in Seller's title and Buyer shall have rights with respect to defects in Seller's title only in respect to (a) defects in title existing as of \_\_\_\_\_ , 20\_\_ , which have been claimed in such notice and (b) defects in title arising after \_\_\_\_\_ , 20\_\_ . Buyer shall take the premises subject to any defects in title existing as of \_\_\_\_\_ , 20\_\_ , which have not been claimed in such notice.

5. **PURCHASE PRICE** The agreed purchase price for said premises is \_\_\_\_\_ dollars, of which \$\_\_\_\_\_ have been paid as a deposit this day and \$\_\_\_\_\_ are to be paid at the time of delivery of the deed in cash, or by certified cashier's, treasurer's or bank check(s) \$\_\_\_\_\_ TOTAL
6. **TIME FOR PERFORMANCE; DELIVERY OF DEED** Such deed is to be delivered at \_\_\_\_\_ o'clock \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at the Worcester Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
7. **POSSESSION AND CONDITION OF PREMISE** Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The Buyer shall be entitled to personally inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
8. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM** If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall

cease and this agreement shall be void without recourse to the parties hereto, unless the Seller elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

9. **FAILURE TO  
PERFECT TITLE  
OR MAKE  
PREMISES  
CONFORM**

If at the expiration of the extended time the Seller shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of the agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

10. **BUYER'S  
ELECTION TO  
ACCEPT TITLE**

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the Seller shall, unless the Seller has previously restored the premises to their former condition, either

- (a) pay over or assign to the Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give the Buyer a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained



by the holder of the said mortgage less any amounts reasonably expended by the Seller for any partial restoration.

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

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

13. **INSURANCE** Until the delivery of the deed, the Seller shall maintain insurance on said premises as follows:

<i>Type of Insurance</i>	<i>Amount of Coverage</i>
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(a) Fire and Extended Coverage	\$
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(b)	
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14. **ADJUSTMENTS** Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collect by either party.

15. **BROKER'S FEE** A broker's fee for professional services of \_\_\_\_\_  
\_\_\_\_\_ (dollars or percentage) is due from the Seller to \_\_\_\_\_

\_\_\_\_\_, the brokers herein, but if the Seller pursuant to the terms of clause 18 hereof retains the deposits made hereunder by the Buyer, said broker(s) shall be entitled to receive from the Seller an amount equal to one-half the amount so retained or an amount equal to the broker's fee for professional services according to this

contract, whichever is the lesser.

16. **BROKER(S)  
WARRANTY** The Broker(s) named herein warrants that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
17. **DEPOSIT** All deposits made hereunder shall be held in escrow by \_\_\_\_\_  
\_\_\_\_\_ (name) 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 may retain all deposits made under this agreement pending instructions mutually given by the Seller and the Buyer.
18. **BUYER'S  
DEFAULT;  
DAMAGES** If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the Seller otherwise notifies the Buyer in writing.
19. **BROKER AS  
PARTY** The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
20. **LIABILITY OF  
TRUSTEE,  
SHAREHOLDER,  
BENEFICIARY,  
ETC.** If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied hereunder.
21. **WARRANTIES AND  
REPRESENTATION  
S** The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing.
22. **CONSTRUCTION  
OF AGREEMENT** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the

Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

23. **SMOKE  
DETECTORS**

The Seller shall, at the time of the delivery of the deed, deliver a certificate from the Westborough Fire Department stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

24. **ADDITIONAL  
PROVISIONS**

The initialed riders, if any, attached hereto, are incorporated herein by reference.

Town of Westborough,

Buyer:

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

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

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

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

A majority of the Board of Selectmen of  
The Town of Westborough, Massachusetts

\_\_\_\_\_  
Broker(s)

**ATTACHMENT F**

**HIGHWAY BUSINESS ZONING DISTRICT  
REGULATIONS**

## **ARTICLE 2 DISTRICT REGULATIONS**

### **2100. ESTABLISHMENT OF DISTRICTS**

**2110.** For the purposes of this Bylaw, the Town of Westborough is hereby divided into the following zoning districts:

#### Residential

Rural Residential.....	R60
Single Residential .....	R
Neighborhood Residential .....	R15
Garden Apartment.....	AA
High Rise Apartment .....	AB

#### Business

Highway Business.....	BA
Downtown Business .....	BB (1)
Gateway 2 .....	G2

#### Industrial

Exclusive Industrial .....	IA
General Industrial .....	IB
Mixed Use Industrial .....	IC (5)

Conservation (2) .....C

State, MDC and Municipal District.....M

Town-owned Property. . . . .M-1

Adult Entertainment. . . . .AE (3)

Downtown Planning Overlay District.....DPOD (4)

- 
- (1) All areas zoned Business lying within 2,500 feet of the intersection of the center lines of Milk, Main and South Streets.
- (2) To be established by vote of Town Meeting only on land owned by the Commonwealth of Massachusetts, the Town of Westborough, one of their agencies, or land on which the Conservation Commission hold a Conservation Restriction under Section 31-33, Chapter 184, General Laws.
- (3) Adult uses in accordance with Section 4800 Special Permits for Adult Uses.
- (4) In accordance with Section 4900, Special Permits for Downtown Planning Overlay Districts shall be issued by the Planning Board.
- (5) In accordance with Section 5000, Transit Oriented Village by Special Permit in in Industrial C Zone shall be issued by the Planning Board.

(6) In accordance with Section 5100 Special Permits in the Gateway 2 District.

**2120. Official Zoning Map.** The boundaries of these districts are defined and bounded on the latest adopted revision of the "Zoning Map of the Town of Westborough, Massachusetts" being hereby declared to be a part of this Bylaw.

**2130. Dimension Lines.** Except when labeled to the contrary, boundary or dimension lines shown approximately following or terminating at street, railroad, or utility easement center or layout lines, boundary of lot lines, or the channel of a stream, shall be construed to be actually at those lines; when shown approximately parallel, perpendicular, or radial to such lines shall be construed to be actually parallel, perpendicular, or radial thereto. When not locatable in any other way, boundaries shall be determined by scale from the Zoning Map.

**2140. Split Lot.** Where a district boundary line divides any lot existing at the time such line is adopted, the regulations for any district in which the lot has frontage on a street may be extended not more than thirty feet into the other district.

**2150.** In the Town of Westborough the subdivision of land in a residential district shall be completed as follows:

**2151.** Where major residential development is proposed, the developer shall prepare two sets of concept plans for the parcel of land to be subdivided. One plan shall describe a conventional subdivision while the second shall describe an open space community according to Section 4300 of this Bylaw.

**2152.** In accordance with Chapter 40A, the Planning Board will hold a public hearing to review these conceptual plans. The Board will render a decision within sixty (60) days from the date of the closing of the public hearing as to which development plan the developer shall design. The action of the Board may create a special permit for an open space community in the residential district, if the Board determines that the plan is more beneficial to the Town than the conventional plan. The Open Space Community plan must be, in the judgment of the Planning Board, superior to a conventional plan in preserving open space for conservation, agricultural, or recreation, utilizing natural features of the land, and allowing more efficient provision of public service. The special permit shall be recorded at the Worcester Registry of Deeds.

**2153.** The developer may then submit a preliminary plan and then a final definitive plan to the Board for their consideration. For conventional subdivisions the Subdivision Rules and Regulations, and the dimensional use regulations as set forth in Section 2600 shall apply. For open space subdivisions, the subdivision Rules and Regulations, and the requirements of section 4300 shall apply.

## **2200. USE REGULATIONS**

No lot or land shall be used, no building or structure shall be erected or used except as set forth in Section 2300, Use Regulation Schedule, or as exempted by this Bylaw or statute. Symbols employed shall mean the following:

**Y** - A permitted use

**N** - An excluded or prohibited use

**S** - A use authorized by issuance of a Special Permit  
from the Board of Appeals as provided for in  
Section 1330 herein

**SP** - Special Permit to be issued by the Planning Board

**2210. Classification of Use.** Where an activity might be classified under more than one of the following uses, the more specific classification shall determine permissibility; if equally specific the more restrictive shall govern.

2300. USE REGULATION SCHEDULE															
DISTRICT															
	C	R	AA AB	BA	G2	BB	IA	IB	IC	M	AE	M-1	All Othr	DPOD	
<b>RESIDENTIAL USES: (1)</b>															
Single Family Dwelling:	N	Y	Y	SP	Y	Y	N	Y	Y	N	SP	N	Y	SP	
Two-Family Dwelling:	N	S	Y	SP	SP	Y	N	Y	Y	N	SP	N	S	SP	
Conversion of existing structure to more than two-family dwellings:	N	N	S	SP	SP	S	N	S	SP	N	SP	N	N	SP	
Boardinghouse:	N	S	S	SP	SP	S	N	S	SP	N	SP	N	S	SP	
Multi-family dwelling (See Section 4200):	N	N	Y	N	SP	N	N	N	N	N	N	N	N	SP	
Open Space Communities (See Section 4300):	N	SP	N	N	N	N	N	N	N	N	N	N	N	SP	
Mobile Home:	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Campground, mobile home park:	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Mixed Use Residential/Commercial with Industrial Components (See Section 5000)	N	N	N	N	N	N	N	N	SP	N	N	N	N	N	
<b>OPEN USES:</b>															
Farm: With pigs, animals raised for pelts: (2)	N	N	S	SP	SP	S	N	S	S	N	SP	N	N	N	
Other (4):															
Nursery, greenhouses (commercial):	S	N	Y	SP	SP	Y	N	Y	Y	N	SP	N	N	SP	
Supervised camping:	S	N	N	SP	SP	Y	N	S	S	N	SP	N	N	N	
Cemetery:	N	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	N	
Drive-in theater, amusement park, race track or similar commercial outdoor recreation: (3)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Outdoor recreation other than the above operated by a governmental agency:	S	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	
Other (4):															
Sale of Christmas trees:	S	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	

(1) Animal keeping may be subject to permit from the Board of Health.

(2) But no animals kept closer than 500 feet to any lot line.

(3) Temporary carnival sponsored by a non-profit organization permitted upon approval by the Board of Selectmen.

(4) As determined by the Zoning Enforcement Officer.



2300. USE REGULATION SCHEDULE														
DISTRICT														
	C	R	AA AB	BA	G2	BB	IA	IB	IC	M	AE	M-1	All Othr	DPOD
INSTITUTIONAL USES:														
Religious, sectarian, denominational; or public educational uses, religious purposes:	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Other educational uses:	S	N	N	Y	Y	S	N	S	S	Y	Y	Y	N	SP
Municipal use voted at Town Meeting (not more specifically cited in Section 2300):	S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Hospital, sanitarium, convalescent, nursing or rest home, congregate housing:	N	S	Y	SP	SP	S	N	S	Y	Y	SP	Y	S	SP
Patriotic, fraternal or social clubs, if not conducted for profit; other philanthropic institution or club:	N	N	S	SP	SP	S	N	S	S	Y	SP	Y	N	SP
COMMERCIAL USES:														
Motor vehicle service station (See Section 3300):	N	N	N	S(1)	N	S(1)	N	S(1)	S	N	S(1)	N	N	N
Animal kennel or hospital as Licensed under Chapter 140, Section 137a. General Laws:	N	N	S	SP	SP	Y	N	Y	N	N	SP	N	N	N
Indoor recreation:	N	N	N	SP	SP	Y	N	Y	SP	N	SP	N	N	SP
Banks, office space:	N	N	N	SP	SP(4)	Y	Y	Y	SP	N	SP	N	N	SP
Restaurants:	N	N	N	SP	N	Y(2)	N	Y(2)	SP	N	SP	N	N	SP
Hotel, motel, motor court:	N	N	N	SP	SP	Y	N	Y	SP	N	SP	N	N	SP
Other retail sales & services:	N	N	N	SP	SP(5)	Y	N	Y	SP	N	SP	N	N	SP
Display & sale of natural products, a portion of which are raised by the proprietor in Westborough:	N	S	S	Y	Y	Y	Y	Y	SP	N	Y	N	S	SP

- (1) Special Permits to be issued by Board of Selectmen rather than the Board of Appeals.
- (2) Except "S", if food is to be consumed on premises outside of a building, or to be sold packaged for take-out is incidental to service for on-premises consumption.
- (3) Shall not apply to land or structures for religious or educational purposes on land owned or leased by Commonwealth or any of its agencies subdivisions or bodies, politic or by a religious sect of denomination or by a non-profit educational corporation.
- (4) Small professional offices in residential style structure limited to a maximum of 4,000 square feet of gross floor area.
- (5) Limited to a maximum of 5,000 square feet of gross floor area.

2300. USE REGULATION SCHEDULE															
DISTRICT															
	C	R	AA AB	BA	G2	BB	IA	IB	IC	M	AE	M-1	All Othr	DPOD	
<b>INDUSTRIAL UTILITY USES:</b>															
Airport, heliport:	N	N	N	N	N	N	S	S	S	N	N	N	N	N	
Public utility with outside equipment or storage:	S	N	N	Y	Y	Y	Y	Y	Y	N	Y	N	N	N	
With none of above:	S	S	S	Y	Y	Y	Y	Y	Y	N	Y	N	S	SP	
Earth Removal (See Section 4100) (1):	S	S	S	S	S	S	S	S	SP	N	S	N	S	SP	
Trucking terminal, bulk storage, Contractor's yard:	N	N	N	N	N	N	Y	Y	SP	N	N	N	N	Y	
Manufacturing, Processing and Warehouse:	N	N	N	SP	N	N	Y	Y	Y	N	SP	N	N	N	
<b>ADULT ENTERTAINMENT USES:</b>	N	N	N	SP	N	N	N	N	N	N	SP	N	N	N	
<b>OTHER PRINCIPAL USES:</b>															
Other use having externally observable attributes similar to one of above:	--- as regulated above ---														
All other uses:	N	N	N	N	N	N	N	N	N	---	N	N	N	N	
<b>ACCESSORY USES:</b>															
Home occupations:	N	Y	Y	Y	S	Y	S	Y	Y	N	Y	N	Y	SP	
Customary accessory uses & structures (See Section 4400):	Shall incur the same regulations as the principal use listed in this Section.														
Agriculture, Horticulture or Floriculture:	Insofar as it can be established that the primary purpose of the use the land falls within the above mentioned categories, the regulations herein shall not apply, if same is deemed unreasonable, nor shall such use require a Special Permit. Expansion or reconstruction of existing structures up land primarily being used for agriculture, horticulture or floriculture, shall not be prohibited or unreasonably regulated except that all such activities may be limited to parcels of more than five (5) acres in areas not zoned for agriculture, horticulture, or floriculture. Land divided by a public or private way or a waterway shall be construed as one parcel.														

(1) Special Permits to be issued by Planning Board rather than the Board of Appeals.

#### **2400. NONCONFORMING USES**

This Zoning Bylaw or any amendment thereto shall not apply to the use of any structure or land uses lawfully in existence or lawfully begun, or to a Building or Special Permit issued before the first publication or notice of the public hearing on such Bylaw required by Section 5 of General Laws Chapter 40A as amended, but shall apply to any change or substantial extension of such use, to a Building or Special Permit issued after the first notice of said public hearing, to any reconstruction, extension or structural change of such structure and to any alteration of a structure begun after the first notice of said public hearing to provide for its use for a substantially different purpose or for the same purpose in a substantially different manner or to a substantially greater extent except where alteration, reconstruction, extension or structural change to a single or two-family residential structure does not increase the nonconforming nature of said structure.

#### **2410. Pre-existing Nonconforming Uses or Structures (Extensions and Alterations).**

a. Pre-existing nonconforming structures or uses may be extended or altered provided that no such extension or alteration shall be permitted unless there is a finding by the permit granting authority or by the special permit granting authority designated under this Bylaw that such change, extension or alteration shall not be substantially more detrimental than the existing nonconforming use to the neighborhood. This section shall not apply to billboards, signs and other advertising devices subject to the provisions of Section 29 through 33, inclusive, of Chapter 93 and of Chapter 93D, General Laws.

#### **b. Building Construction and Special Permits.**

Construction or operations under a Building or Special Permit obtained in conformity with this Zoning Bylaw or lawful amendments thereto, shall conform to any subsequent amendments of the Zoning Bylaw unless the use or construction is commenced within a period of not more than six (6) months after the issuance of such Permit, and in cases involving construction, unless such construction is continued through to completion as continuously and expeditiously as is reasonable.

c. **Alterations.** A nonconforming structure may not in any twelve (12) month period be altered except as ordered by the Building Inspector to make it safe, to the extent that the cost of such alterations exceed fifty percent (50%) of the assessed value of the structure at the time of change.

d. **Extension.** An increase in the area or extent of the nonconforming use of a structure or land may be made on Special Permit from the Special Permit Granting Authority, up to fifty percent (50%) increase in the nonconforming floor area or land uses at the time the use became nonconforming.

**2420. Abandonment.** A nonconforming use which has been abandoned or discontinued for a period of two (2) years, or a nonconforming sign which has been abandoned or discontinued for a period of (6) months, shall not be re-established and any future use shall conform with the Bylaw, except in the case of land used for agriculture, horticulture or floriculture where such non-use shall have existed for a period of five (5) consecutive years.

**2430. Restoration.** Any nonconforming building or structure in existence at the time of adoption of the Bylaw or any amendment thereto may be reconstructed on the old foundation area if destroyed by fire or other accidental or natural cause provided such reconstruction takes place within a period of two years (1) from the date of catastrophe, or else such reconstruction must comply with this Bylaw.

**2440. Changes.** Premises may be changed from one nonconforming use to another only on Special Permit from the Special Permit Granting Authority. Such Permit shall be granted only for uses whose externally observable attributes are no more damaging to or inharmonious with the environs than those of the use being replaced. See Section 2410 (a) for additional criteria for the granting of Special Permit hereunder.

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(1) Six months in the case of nonconforming signs.

## **2500. DIMENSIONAL REGULATIONS**

All principal buildings hereafter erected in any district shall be located on a lot such that all of the requirements set forth in Section 2600 are conformed to except where specifically exempted by this Bylaw or General Laws.

**2510. Exemptions.** Certain lots in subdivisions or in separate ownership are exempted from some of these requirements through Section 6 of General Laws, Chapter 40A as amended. In addition, lots in non-residential districts and/or to be built upon for non- residential use shall enjoy the same exemption as if being built upon for residential use in a residential district.

**2520. Changing Nonconforming Lot Dimensions.** No existing lot conforming with the Dimensional Schedule shall be changed in size or shape, except through a public taking, or changed in use, so as to result in violation of the requirements set forth below. No existing lot already nonconforming shall be changed except through a public taking so as to increase the existing degree of nonconformity.

**2530. Average of Building Setbacks.** No building need provide a front yard depth greater than the average of the yards provided by existing buildings on abutting lots fronting on the same street.

**2540. Multiple Buildings.** Not more than one principal building shall be erected on a lot, except as allowed elsewhere in the Bylaws.

## **2600. DIMENSIONAL SCHEDULE**

**2610.** All buildings in Residential and Conservation Districts (R, AA, AB, C) and Residential buildings in Other Districts.

# **USE CATEGORY**

	<b>Garden Apartment (AA)</b>	<b>High-Rise Apartment (AB)</b>	<b>All Other</b>
Min.lot area:	2 acres <b>(a)</b>	10 acres <b>(b)</b>	50,000 sf <b>(h)(l)</b>
Min.lot frontage <b>(d)</b> :	140 ft	140 ft	200 ft <b>(h)</b>
Min.front yard <b>(d)</b> :	100 ft	100 ft <b>(c)</b>	50 ft <b>(f)(i)</b>
Min.side yard:	50 ft	50 ft <b>(c)</b>	15 ft <b>(g)(l)</b>
Min.rear yard:	50 ft	50 ft <b>(c)</b>	30 ft <b>(g)(l)</b>
Min.bldg.separation on same lot:	50 ft	50 ft <b>(e)</b>	---
Max.bldg.height:	35 ft	---	35 ft <b>(l)</b>
Max.bldg.stories:	3	---	2-1/2 <b>(l)</b>
Max.lot coverage (%):	30	30	30
Min.open space per d	1,500 sf	600 sf	---
Min.habitable floor area per d.u.	600 sf	600 sf	720 sf <b>(j)(l)</b>
Min.lot width:	---	---	<b>as required (k)(l)</b>
Min.open space (%):	---	---	40
Max. lots permitted on a common			
Driveway <b>(m)</b>	---	---	<b>5</b>

-----  
**(a)** But not less than 2,500 square feet (sf) per dwelling unit (d.u.) plus 500 square feet per bedroom.

**(b)** But not less than 1,000 square feet per dwelling unit (d.u) plus 300 square feet per bedroom.

**(c)** But not less than 1.5 times building height.

**(d)** Corner and through lots shall observe frontage and front yard requirements for each portion of a lot that adjoins a public way.

**(e)** But not less than the sum of their heights for principal bldgs.

**(f)** Increase to 75 feet abutting Turnpike Road.

**(g)** Reduce to 5 feet for one-story accessory structure not occupying more than 25% of either required or actual yard.

**(h)** For two-family dwelling 250 feet; 55,000 square feet area per lot.

**(i)** But not less than 50 feet measured from the street centerline.

**(j)** Shall not apply to single family dwellings.

**(k)** Minimum width of lot - The required minimum lot frontage extending from the front lot line to the rear building line of the main building.

**(l)** For congregate housing, the minimum lot area is six (6) acres; the minimum side

and rear yards and lot width may be reduced or eliminated by Special Permit to allow the construction of congregate housing and a nursing home on contiguous parcel with minimal separation between buildings, the maximum building height is thirty-eight (38) feet; the maximum building stories is four (4); and the minimum habitable floor area per dwelling unit shall not apply. Separate buildings for congregate housing and a nursing home may be erected on the same lot.

(m) In all districts in the Town of Westborough, Common Driveways serving more than two (2) detached single family dwellings shall be required to receive a Special Permit from the Planning Board. In no case will a common driveway serve more than five (5) detached single family dwellings. In granting a Special Permit for a common driveway, the Planning Board shall require that the common driveway meet the standards defined in the Rules and Regulations governing the Subdivision of land in the Town of Westborough.

**2620.** Non-Residential buildings in Non-Residential Districts (BA, BB, IA, IB, DPOD, IC) (See 2610 for residential buildings)

	<b>DISTRICT</b>				
	<b>BA(f)</b>	<b>BB</b>	<b>G2(f)</b>	<b>IA,IB</b>	<b>DPOD(g)</b>
Minimum lot area (sf):	15,000	10,000	15,000	15,000	10,000
Minimum lot frontage (ft) (a):	125	100	125	125	100
Minimum lot front yard (ft) (a,b,c,e):	25	25	25	25	10
Minimum side yard (ft) (d):	25	0	25	25	0
Minimum rear yard (ft) (d):	25	0	25	25	0
Maximum building height (ft):	60	35	45	60	60
Maximum building stories:	4	2 ½	2 ½	4	4
Maximum lot coverage (%):	40	100	40	40	--(h)
Min. distance between edge of curb cut & nearest side lot line or corner (ft):	20	--	20	--	--(h)
Minimum open space (%):	60	--	60	60	--(h)
Max. square foot floor area	---	---	(i)	---	---

- (a) Corner and through lots shall observe frontage and front yard requirements for each portion of a lot that adjoins a public way.
- (b) Increase to 75 feet abutting Turnpike Road.
- (c) But not less than 50 feet measured from the street centerline.
- (d) (1) Decrease to zero (0) feet where abutting a railroad right-of-way.  
(2) A one hundred (100) foot buffer strip shall be maintained where abutting a Residential District; seventy-five (75) feet of this to remain undisturbed, except for the planting of additional natural vegetative screening.

- (3) In the G2 District, a fifty (50) foot buffer strip shall be maintained where abutting a Residential District, forty (40) feet of this to remain undisturbed, except for the planting of additional natural vegetative screening.
- (e) No building need provide a yard greater than that existing on any abutting parcel on the same street.
  - (f) With Special Permit issued by the Special Permit Granting Authority.
  - (g) With Special Permit issued by the Special Permit Granting Authority.
  - (h) Determined by the sole discretion of the Special Permit Granting Authority during Special Permit process.
  - (i) Newly constructed professional offices shall be in a residential style structure and be limited to a maximum of 4,000 sq. ft. gross floor area; Newly constructed retail sales and services shall be limited to a maximum of 5,000 sq. ft. gross floor area.

**2621. Non-Residential buildings in Non-Residential Districts (AE)** (see 2610 f residential buildings). In the case of Adult Entertainment uses, all the dimensional requirements of Section 1620, BA and BA(f) Districts.

**2630 Building in M-1 District (M-1)** Dimensional regulations for municipal or institutional buildings or structures on land zoned M-1 shall be established for each building or structure by two-thirds vote of the Town Meeting. Notwithstanding the foregoing, no vote to establish such dimensional requirements shall be taken until a public hearing has been held by the Planning Board and a report with recommendations by the Planning Board has been submitted to the Town Meeting pursuant to the provisions of Massachusetts General Laws, Chapter 40A, Section 5, as amended, and that the Site Plan Review process as defined by Westborough Zoning Bylaws shall apply to any such buildings or structures approved by the Town Meeting.

**2640. Buildings in Municipal District (M)** Dimensional regulations for municipal or institutional buildings or structures on land in M zoned Districts shall be established for each building or structure through the issuance of a Special Permit as provided in Section 1330.

**2650.** Should any building or structure need be erected in Zoning District M-1, Section 2630 shall not apply provided that the total estimated cost of construction be less than two thousand dollars (\$2,000.00).



ATTACHMENT G

OTHER REQUIRED DOCUMENTS

## Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c7, § 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: \_\_\_\_\_  
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: ☐ Sale ☐ Lease or rental for \_\_\_\_\_ (term):

4. Seller(s) or Lessor (s): \_\_\_\_\_  
Purchaser(s) or Lessee(s) \_\_\_\_\_

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Not: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name Address

_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name Title or position

_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

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

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

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

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

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

### **Certificate of Tax Compliance**

Pursuant to Massachusetts General Laws, Chapter 32C, Section 49A, I certify under the Penalties of Perjury that, to the best of my knowledge and belief, the organization I represent, has filed all state tax returns and paid all state taxes required under the law.

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Social Security Number and/or  
Signature of Individual

---

Federal Identification #  
or Corporate Name

---

Date