

PUBLIC NOTICE FOR THE EXPLORATION OF EXPRESSIONS OF INTEREST FOR THE CONCESSION OF USE FOR 99 YEARS, FOR THE ENHANCEMENT OF THE MUNICIPAL PROPERTY NAMED "PALAZZO PECORI" LOCATED IN CASLINO D'ERBA, VIA CROCEFISSO 19.

It is hereby announced that, pursuant to the resolution of the Municipal Council n. 36 of 21/10/2024, the Municipal Administration intends to initiate an exploratory market investigation in order to acquire expressions of interest for the concession of use for 99 years, of the property named "Palazzo Pecori" for the purpose of its enhancement.

This notice constitutes a public evidence procedure in compliance with the principles of transparency, publicity, equal treatment, impartiality, proportionality and economy and is aimed at collecting expressions of interest in the concession of use of the property following a possible, subsequent competition, by parties in possession of the specified requirements to the next point 3.

This notice, aimed at a market investigation, does not constitute a promise of negotiation, nor a right of option nor an invitation to offer, nor an offer to the public, nor a promise to the public and, therefore, the expressions of interest that will be received will not be binding in any way for the Municipal Administration which remains free, at its unquestionable discretion, to interrupt, modify or cease at any time the present procedure and to initiate another procedure, or to modify and revoke the same notice. The subjects who have expressed interest will not be able to claim any right or demand for any compensation, indemnity or reimbursement of costs and expenses incurred by them and their successors.

With the acquisition of expressions of interest, it is intended to verify the presence of subjects potentially interested in participating in a subsequent tender procedure for the concession of the property in compliance with the specified purposes in this notice. The outcome of the market survey will only serve to guide the future action of the Municipal Administration regarding the feasibility of a subsequent tender for the concession of the property to a single entity, for the purpose of enhancing the value of the asset. The submission of the expression of interest will not in any way bind those who have submitted it to participate in the subsequent tender.

1) SUBJECT AND PURPOSE OF THE NOTICE

The Municipality of Caslino d'Erba owns a property called "Palazzo Pecori" located in Caslino d'Erba, Via Crocefisso 19, belonging to the municipal domain and identified in the buildings register of the Municipality of Caslino d'Erba as follows:



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- NCEU, sheet 12, particle 84,
- NCEU, sheet 12, particle 76, sub. 1-2-8-9-10-11-12-13-14-15
- CT, sheet 9, particle 75
- CT, sheet 9, particle 79

The complex is located at Via Crocefisso 19 with access also from the alley Castelletti. It consists of two adjacent buildings as follows:

- Plot 84: Three floors above ground (Ground, first and second/attic) in addition to an internal courtyard, porch and terrace, registered in the building registry with category C/02;
- Plot 76 subb. 1-2-8-9-10-11-12-13-14-15: Three floors above ground (Ground, first and second/attic) in addition to an internal courtyard, porch and terrace, registered in the building registry with categories A/01 A/03 A/04
- Plot 79: Pertinent courtyard (Noble court) including a pergola and green area, registered in the land registry with category SEMIN. ARBOR. Class 1
- Plot 75: Pertinent garden, registered in the land registry with category SEMIN. ARBOR. Class 1

SURFACE COMPUTATION

With reference to the attached graphic tables, the premises with a GREEN grid are granted for use; the external spaces and entrances with a BLUE grid are granted for non-exclusive use with the right of use by the Municipal Administration on occasion of events organized by the same.

Finally, the premises marked in RED grid are not granted for use and remain exclusively for the use of the Municipal Administration.

The surfaces are calculated as follows:

Floor	Local	Main premises in concession (sqm)	Accessory premises in concession (sqm)	Premises not in concession (sqm)	Spaces for mixed use (sqm)
Basement	noble part cellar			91,80	
Basement	Accessory premises noble part				119.97
Ground	Rustic part premises	155.92			
Ground	Noble part premises	76.36			



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Ground	Rustic part porch		70.58		
Ground	Noble part premises			371.45	
Ground	Rustic entrance and courtyard				110.25
Ground	Noble entrance, courtyard and outdoor areas				660.81
First	Rustic part premises	151.18			
First	Noble part premises	385.59			
First	Noble part premises			168.85	
First	Rustic part terrace			112.24	
Second +7.20 height	Attic		282.85		
Second +9.50 height	Second floor premises	439.66			
Second +9.50 height	Tower	12.24			
Attic	Noble part attic premises		281.66		
TOTAL		1,220.95	635.09	744.34	891.03

Total area under concession: (1,220.95+635.09) = 1,856.04 sqm

DESCRIPTION OF THE ENTIRE REAL ESTATE COMPLEX

This is a building complex of a "gentilizia" house with a rustic courtyard once belonging to the Pecori - Castelletti family. Part of the villa is typically "representative".

The property essentially develops over three levels.

The distribution to the floors takes place through three stairs located on the North front towards Crocefisso street and precisely:

- 1. the East staircase accessible from the aforementioned municipal alley, distributes the East sector where the turret exists;
- 2. the central staircase with access from the same alley and communicating with the main porch, distributes the central sector of the complex: area above the porch, first floor of the south body, and with a recently formed passage (cantilevered staircase on facade) the rooms of the second floor are reached, transformed into four rental units;
- 3. The West staircase distributes the West sector of the property. It determines on the ground floor the passage to the adjoining rustic courtyard. This staircase leads to the rooms on the first floor and to the second floor; The main entrance is represented by the Door on Crocefisso street and through the hallway you reach the courtyard and the porch. A secondary

entrance is represented by the passage to the South on Castelletti alley and through a staircase you reach the aforementioned courtyard and porch.

The rustic courtyard was used in the past for the shelter of carriages and animals and/or for the accommodation of the servants.

The main entrance is represented by a door on Crocefisso street that through a hallway leads to the inner courtyard. The main construction is located on the north side with a connecting staircase between the ground floor, the first floor and the second attic.

On the south side of the courtyard there is a shelter for vehicles and carriages.

COHERENCE OF THE ENTIRE REAL ESTATE COMPLEX

The site is coherent to the north with Via Crocefisso and the building maintains linearity with the same street, to the south with Vicolo Castelletti, Via Garibaldi and private property, to the west with plots no. 82, 83, 85, 86 and 1444 of private property, and to the east with plot no. 75 which remains municipal property and with plot 1887 of private property.

HISTORICAL NOTES RELATED TO THE CONSTRUCTION

The complex is developed on a pre-existing medieval structure located in the western part and made recognizable by the large stone wall towards plot no. 82 and by the layout of the vaulted cellar of the central sector, as well as the intersection of the cellars of the neighboring properties at lower levels.

Until 1500 the existing structure was the one to the west and the turret.

In the 1600s with the new agricultural economy derived from overseas products, the typology already evolves with a semblance of representativeness but according to the general evolution of rustic typologies.

The complex is enriched by the portico and the overlying lodges, which, according to a general behavior and the need for solar orientation, are located to the southeast.

In the 1700s, the civilization of manufacturing made a significant and decisive contribution to the complex, which gained its maximum character of representation.

Additions were made to the house, such as the rustic courtyard at map number 82, where the peasant families lived, and the servitude.

Subsequently, other additions were made, on the opposite side to Via Crocefisso with the garden known as "giardinone", later sold by the old owners.

In the 1800s, the South wing was added, which was larger than the current one, and subsequently, the loggia on the first floor was closed. In the early 1900s, interventions were made, especially at the distribution level, to allow parts of the complex to be rented, such as the second floor of the South wing and the East wing of the turret.

HISTORICAL NOTES RELATED TO PROPERTY TRANSFERS



The first family of which the Morello family, who were known to inhabit the property in the 1700s, established themselves in Caslino D'Erba as coal merchants.

Inside, Giuseppe Antonio Morello decided to place an altar because one of his three sons had been elected cardinal.

The Morello house then passed through the female line first to the Bonfiglio family and then to the Castelletti family.

The mayoress, wife of Don Cesare Castelletti, who was widowed at a very young age, diligently managed her husband's estate, which she handed over intact to the Castelletti heirs.

The property passed to the noble Florentine family of the Pecoris when Placida Castelletti married Knight Enrico Pecori and, upon their deaths, all the assets went into the hands of their son, Colonel Augusto Pecori.

By the act of Dr. Gian Piero Rossi of Erba dated 28/11/1985 rep. No. 13662 and collection No. 3732, Mrs. Colombo Angelina Pecori, widow of Colonel Augusto, donates to the municipality of Caslino d'Erba, reserving the usufruct, the entire manor house on the condition that the property retains its current name "CASA PECORI CASTELLETTI".

The rustic courtyard was subsequently purchased by the Municipality of Caslino D'Erba with the act of Dr. Attilio Schiavetti of Como on 23/01/1989, register no. 25179, collection no. 5134.

With the death of Mrs. Colombo Angelina, the entire real estate complex becomes entirely and exclusively municipal property. Mrs. Colombo Angelina had already sold the ground floor and part of the first floor of the turret to a private individual, along with a small portion of the garden land.

STRUCTURE OF THE PROPERTY

The wall structures are essentially in stone for the basement and lower floors and in bricks and stones for the elevations of the first and second floor.

The horizontal elements are in masonry vault for the billiard room and for some accessory rooms, but for the most part they are in wood, some of which are finished with coffered ceilings, others with plastered ceilings and frescoed.

Rustic ones for accessory rooms. The roof is designed with four slopes covered in tiles.

PROPERTY CONDITIONS

The property lacks a heating system and there is only an electrical system in the rooms on the ground floor.

The provision of sanitary facilities, derived from small available rooms and located here and there for rental use, is lacking.



The electrical system is deficient and not up to standard. The windows are in a state of disrepair. The shutters are in very poor condition. Persistent plaster detachment is found on the facades, partly removed on the side facing Via Crocifisso.

The roof, although constantly resorted to, should be reviewed as a whole; the same consideration for the gutters.

The interior walls of the rooms are in a poor state of conservation.

The structure is abandoned. For the wooden floors, a small part is in good condition, the rest presents dangerous inflections as in the rooms on the second floor. The floors for the southern part

The tiles are in a sufficient state of conservation, for the central and western part in terracotta tiles, some of which deserve to be preserved, for the eastern part and the rustic courtyard in various materials, some dilapidated and others to be reviewed.

VALUABLE ELEMENTS AND CONSTRAINTS

In the complex there are elements of artistic, historical, pictorial, environmental value etc.

In particular, the chapel with frescoed altar and with the altar in old stain inlay. The porch with granite columns and frescoes. The billiard room with coffered ceiling and fireplace in old stain as well as the room. The turret as a significant typological element. Some frescoed or coffered ceilings of rooms on the upper floors. The courtyard and the underpass covered in stone slabs. The entrance portals of both the Pecori villa and the rustic courtyard in granite elements. The Ministry for Cultural Heritage and Activities has imposed a specific constraint under the first part of the Legislative Decree 42/04 and s.m.i., as it is a "late eighteenth-century building articulated on two courtyards and arranged on different levels. The north front presents a beautiful portal in shaped stone and decorated with a stucco frame; regular windows with stone sills are still readable, partially bricked up.

A second stone door allows access to the rustic courtyard.

On the south front, a terraced garden opens up, enriched with various tree species".

Restriction imposed on 07/07/2003 prot. 5233 in which the following prescriptions are also contained:

- 1. The garden spaces must be kept free from buildings;
- 2. The architectural restoration and functional and/or plant adaptation interventions must be carried out respecting the overall planimetric and compositional characteristics of the facades, the distribution system, the materials and the original construction techniques;
- 3. A destination is allowed for office and residential use (we remain open to solutions with different intended uses to be approved by the competent superintendent).

The expense incurred for the restoration / renovation work can be deducted from the concession fees of the renovated property in the manner referred to in the following point 2



letter B), within the framework of a long-term contract that allows the recovery of the cost incurred.

2. MAIN CONTRACTUAL CONDITIONS

Below are some of the main conditions of the enhancement concession that may eventually be stipulated after the completion of a specific, subsequent public tender procedure. These conditions are subject to possible changes.

A. DURATION: The concession contract will presumably last for 99 years from the date of signing. This condition will be specified at the start of a possible tender, in relation to the enhancement project and will be however, commensurate with the achievement of the economic-financial balance of the investment. The precarious nature of the concession remains, being revocable by the grantor for reasons of public interest, with written notice of six months. The concessionaire may withdraw from the contract with written notice of six months.

B. PROPERTY CONDITIONS - MAINTENANCE: The property will be delivered in the state of fact and law in which it is found. The concessionaire will be responsible for the ordinary and extraordinary maintenance of the property and any external finish, both of the parts granted for use and of the parts that will remain with the Municipality. The enhancement interventions of the asset may be deducted from the concession fee, subject to recognition of the relative technical-economic appropriateness, the release of the asset clearance and any subsequent authorizations from the Authorities/offices in charge, and only after the occurred inspection/certification of regular final execution of the same works as well as the occurred payment, with the methods and terms that will be better defined in the concession contract. Any quota not offset within the contractual duration will not entitle to any further recognition or compensation from the Municipality. The release of the authorization for the execution of extraordinary maintenance and enhancement interventions will be subject to the presentation of a specific guarantee to guarantee the commitments related to the works and possibly also to guarantee the commitments related to the restoration in case of works not admitted to offset.

C. ANNUAL FEE: The annual fee will be the one resulting after the completion of the public evidence procedure that may eventually be started later. The annual fee, as determined at the time of award, starting from the 2nd year of contractual duration will be automatically updated to the extent of 100% of the variation of the general FOI index ascertained by ISTAT, with reference to the month preceding that of the commencement of the contract. The fee due will be increased by VAT (currently ordinary rate 22%), as the granting Municipality exercises the option for VAT subjection under art. 10, point 8 of DPR 633/1972.



- **D. CONSUMPTION AND EXPENSES:** All expenses related to utilities and common services will be borne by the concessionaire, with the obligation to transfer them to their own name.
- **E. USE AND PROHIBITIONS:** The transfer of the contract is prohibited. It is forbidden to use the property for purposes other than those established by the contract. The violation of the prohibitions imposed on the concessionaire implies the right of the Municipal Administration to declare the termination of the concession, with immediate effect, without prejudice to the right of the Municipality to compensation for damages suffered as a result of decay.
- **F. LIABILITY:** The concessionaire assumes the role of custodian of the property under art. 2051 c.c. and assumes all liability for damages to persons or things caused by the concessionaire's actions or omissions or those of its employees or subcontractors, thereby holding the municipal administration harmless and indemnified from any claim in this regard. The grantor is exempt from liability in case of interruption of services for reasons beyond his control. The concessionaire will have no right to compensation or indemnities for any damages and inconveniences that may arise as a result of works carried out in the streets and/or squares adjacent to the granted property.
- **G. INSURANCE:** The Concessionaire, effective from the date of commencement of the concession, undertakes to enter into with a primary insurer and to maintain in force, for the entire duration of the concession and until the return of the property, adequate insurance coverage, against the risks of Civil Liability towards Third Parties (RCT) for damages caused to third parties (including the Municipality of Caslino d'Erba) as a result of an event related to the concession signed with the Municipality of Caslino d'Erba, including all related, accessory and complementary operations and activities, none excluded or excepted.

This coverage (RCT) must provide a "single" guarantee limit per claim and include among other conditions also the extension to:

- management of premises, structures, goods, equipment, facilities, public spaces and areas delivered to them;
 - commissioning of works and services;
 - damages to things in delivery and/or custody if existing;
- damages to third party property from fire, even if caused by fire, explosion or bursting of things of the concessionaire or held by it;
- interruptions or suspensions of industrial, commercial, agricultural, artisanal or service activities or due to lack of use following an accident guaranteed in the policy.



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Fire insurance for the premises. The premises, structures, furniture and other goods entrusted by the Municipality of Caslino d'Erba are insured by the same Grantor against the risks of fire, lightning, explosion, burst, and other accessory risks, and the Entity undertakes to maintain effective for the entire duration of the concession the aforementioned insurance coverage, where there is specifically reported express waiver clause (except in the case of fraud) to the right of subrogation of the insurer (as per art. 1916 c.c.) towards the Concessionaire for what is compensated under the same policy. The Concessionaire in turn waives any action for recourse against the Grantor for damages to property owned by the Concessionaire himself, held in use, delivery or otherwise in his own availability, and undertakes within the scope of the policies possibly stipulated by him for the protection of his own property to activate a waiver clause (except in the case of fraud) to the insurer's right of subrogation (as per art. 1916 C.C.) against the entity for what is compensated under the policies. The operation or non-operation of all insurance coverages, as well as the possible non-existence or non-operation of the aforementioned policies, do not exempt the Concessionaire from any kind of responsibility incumbent upon him or from answering for what is not covered - in whole or in part - by the aforementioned insurance coverages. The maximum guarantee limits will be better specified in the concession contract.

- **H. RETURN:** At the end of the concession and in any case of its early termination, the concessionaire undertakes to return the property free and empty of people and things, in good state of consistency and conservation, except for the normal wear and tear resulting from use according to the diligence of a good family man. At the time of the return of the property, the Concessionaire must have provided for the restoration of the spaces, if requested by the Grantor, for works not allowed to be deducted.
- **I. FINAL GUARANTEE:** unfruitful and corresponding to 3 months of the annual concession fee.
- **J. FORFEITURE:** The municipal administration has the right to declare the forfeiture of the concession also in the following cases:
- a. Verified untruthfulness of the content of the substitute declarations submitted by the concessionaire emerged after the signing of the contract;
- b. situations of bankruptcy, liquidation, cessation of activity, preventive agreement or any other equivalent situation charged to the concessionaire;
 - c. violation of the prohibitions imposed on the concessionaire;
- d. failure to comply with the obligations arising from the concession contract, including non-payment or partial payment of the fee and expenses for accessory charges;
 - e. use of the property not in accordance with the contractual destination.
 - f. failure to carry out the necessary works of maintenance.

K. CONTRACTUAL EXPENSES: The contractual expenses, stamp duty and registration tax are entirely borne by the concessionaire.

3. REQUIREMENTS FOR THE CONCESSION IN USE

The property may be granted for use to subjects possessing the following minimum requirements:

- non-existence, for all subjects in possession of legal representation (partners, administrators), of the reasons for exclusion referred to in art. 94 of Legislative Decree no. 36/2023 and subsequent amendments and additions or of convictions with final judgment for crimes that involve the inability to contract with the Public Administration;
- absence of situations of default towards the municipal administration contested with formal warning (excluding penalties resulting from violations of the Highway Code) and absence of situations of illegal occupation of municipal property;
- absence of eviction/clearance procedures for default or for occupation without title against of the municipal administration. In the case of companies, the control over the possession of the requirements will be carried out for all subjects in possession of legal representation.

4. CONTENT AND METHODS OF SUBMISSION OF THE EXPRESSION OF INTEREST

Interested parties who meet the minimum requirements as per the previous point 3, can submit their expression of interest for the concession of the property for the purposes set out in this notice. Expressions of interest must contain a presentation of the subject expressing interest, a description of the activity carried out and any experiences in managing properties similar to those mentioned in this notice, a brief proposal for managing the asset for its enhancement. The expression of interest must be received by 28/02/2025 via certified email at the address: comune.caslinoderba@pec.como.it The submission of the expression of interest is entirely and exclusively sender's risk and the municipal administration is excluded from any liability should, due to mishaps of any nature, it not arrive at the destination address by the deadline.

4. OUTCOME OF EXPRESSIONS OF INTEREST

As already highlighted, with this notice it is intended to verify the presence of interested parties to participate in a subsequent tender procedure for the concession of the property in question to a single entity that, after renovation and enhancement, manages the entire complex and at the same time promotes the revitalization and requalification of the area.

The expressions of interest received will not have any binding character neither for the municipal administration, nor for those who have expressed interest. The expressions of

interest will not constitute any title or condition with respect to the subsequent decisions that will have to be taken by the Administration Municipal.

Participation in the consultation of this notice will not constitute a preferential title. By sending expressions of interest, participating parties authorize the municipal administration to use the attached documentation for the purpose of the above-mentioned guidance activity. This notice does not provide for the formulation of merit rankings or the attribution of scores. As this is an exploratory notice, the municipal administration reserves the right, from now on, not to initiate a tender procedure for the concession of the entire property for its enhancement, without this implying any right on the part of the interested parties. The municipal administration also reserves complete decision-making autonomy with respect to the subject and any other aspect or content of a possible subsequent public tender, which may also differ from what is contained in this notice.

5. INFORMATION FOR THE TREATMENT OF PERSONAL DATA UNDER ART. 13 OF REGULATION (EU) 2016/679

1. Preamble

Under art. 13 of the European Regulation no. 679/2016, the Municipality of Caslino d'Erba, as the "Data Controller", is required to provide information about the use of personal data.

2. Identity and contact details of the data controller

The Data Controller of the personal data referred to in this Information is the Municipality of Caslino d'Erba, with headquarters in Piazza della Vittoria 1 - 22030 - Caslino d'Erba (Co). To simplify the forwarding methods and reduce the response times, it is recommended to submit the requests referred to in paragraph no. 10, to the Municipality of Caslino d'Erba, comune.caslinoderba@pec.como.it.

3. Data Protection Officer

The Municipality of Caslino d'Erba.

4. Data Processors

The Entity may use third parties for the performance of activities and related processing of personal data for which the Entity holds ownership. In accordance with as established by the regulations, these subjects ensure levels of experience, capability, and reliability sufficient to guarantee compliance with current provisions regarding processing, including the profile of data security. Instructions, tasks, and responsibilities are formalized by the Entity for these third parties with their designation as "Data Processing Managers". These subjects are subjected to periodic checks to verify the maintenance of the guarantee levels registered at the time of the initial assignment.

5. Subjects authorized for processing

Personal data is processed by internal staff previously authorized and designated as the person in charge of processing, to whom suitable instructions are given regarding measures, precautions, modus operandi, all aimed at the concrete protection of your personal data.

6. Purpose and legal basis of processing

The processing of personal data is carried out by the Municipality of Caslino d'Erba for the purpose of granting the use of municipal property and for the signing of the related contract and, therefore, pursuant to art. 6 paragraph 1 lett. b) and e) does not require your consent. Personal data are processed for the following purposes: presentation of the expression of interest for the concession in use, verification of the requirements established by this notice, stipulation and management of the contract. Regulatory references: D.P.R. n. 445/2000, L.n.241/1990, Regulations on real estate assets and on the administrative procedure of the Municipality of Caslino d'Erba, Civil Code.

7. Recipients of personal data

The collected data can be communicated to other public entities (e.g. other Municipalities, Revenue Agency, Courts Prosecutor's Office) or private entities strictly necessary to carry out institutional activities provided by current provisions, in relation to the checks to be carried out on self-declarations based on the possession of the requirements established by this tender notice pursuant to art. 71 of the D.P.R. 445/2000 and for the execution of every obligation provided for by the current national and community legislation. Outside of these cases, the data are not communicated to third parties nor disseminated.

8. Transfer of personal data to non-EU countries

Personal data is not transferred outside the European Union.

9. Retention period

The data is kept for a period not exceeding that necessary for the pursuit of the above-mentioned purposes. To this end, also through periodic checks, the strict relevance, non-excess and indispensability of the data with respect to the ongoing, to be established or terminated relationship, is constantly verified, also with reference to the data provided on their own initiative by the interested party. The data that, even following the checks, are found to be excessive or not relevant or not indispensable are not used, except for any storage, in accordance with the law, act, or document that contains them.

10. Rights of the interested party

The interested party has the right:

- to access personal data;
- to obtain the rectification or deletion of the same or the limitation of the processing that concerns him;
 - to oppose the processing;
 - to lodge a complaint with the Guarantor for the protection of personal data.

11. Provision of data



The provision of data is optional, but necessary for the purposes indicated above. Failure to provide will result in the impossibility of granting the use of the area.

4. OTHER GENERAL INFORMATION

Any information related to this market survey can be requested exclusively in writing to the Municipal Technical Office by the 26/02/2025 exclusively by email at the address: comune.caslinoderba@pec.como.it. This notice is also published on the online Official Bulletin Board of the Entity and on the website of the Municipality of Caslino d'Erba.

The person in charge of the procedure is Geom. Gentilio Croci, Head of the Technical Area. Competent body for appeal procedures: Regional Administrative Court for Lombardy. Pursuant to art. 3, paragraph 4, of Law no. 241/1990 and subsequent amendments, an appeal against this act can be proposed before the indicated body within the terms of Legislative Decree no. 104/2010.

The Head of the technical area
Geom. Gentilio Croci
(digitally signed in accordance with the law)

Attachments:

- Floor plans of the property
- History, art and culture of the property
- Press review 12