CITY OF NORTH ADAMS, MASSACHUSETTS
Office of the City Clerk

Meeting of the North Adams City Council
March 25, 2025
7:00 PM

I hereby notify that at twelve noon today, March 19, 2025, the following items of business have been filed with this office and will be acted upon at the Regular Meeting of the City Council in the City Council Chambers at City Hall, Tuesday **March 25, 2025 at seven o'clock** according to Section 8, Rules and Orders of the City Council.

This meeting can be viewed live on the Northern Berkshire Community Television station, channel 1303, and will be posted to their website as soon as possible. We will also be live streaming on YouTube at https://www.youtube.com/@NorthAdams, just **click on** the "**Live**", then on the "**2025.03.25 City Council Meeting**".

Tina Marie Leonesio
City Clerk

AGENDA

REGULAR MEETING OF THE CITY COUNCIL
March 25, 2025

Roll Call

Moment of Silent Remembrance

Pledge of Allegiance

Approval of Minutes – January 21, 2025 – Special City Council Minutes
February 25, 2025 – City Council Minutes

Hearing of Visitors on Agenda – This is an opportunity for the public to speak to the Council for two minutes regarding items listed on the agenda.

Old Business

12,459 An Ordinance to amend the revised ordinances of the City of North Adams, Chapter 2, Article XVI Board of Appeals, Section 2-87 & 2-92, passed to a second reading at the meeting of March 11, 2025.

12,470 An Ordinance to Amend the Revised Ordinances of North Adams, Chapter 2, Article XXII, Section 124 regarding submission of Capital Improvement Plan.

12,475 An Order Authorizing the execution of the Purchase and Sales Agreement with Mass MoCA for the Sullivan School Property located at 151 Kemp Avenue, further identified on Assessors May 169, Lot 1.

New Business

12,482 Communication #102, from Mayor Macksey, requesting time to present a Proclamation in support of Transgender Visibility day.

12,483 A Communication from Councilor Andrew Fitch requesting time for a presentation by Chris Cozzaglio, Congressional Aide for Congressman Richard E. Neal, on ways to leverage our national delegation.

12,484 A Resolution from Councilors Andrew Fitch, Ashley Shade, Lisa Blackmer and Deanna Morrow, that the City Council and City of North Adams reiterates its commitment to trans rights and equal protections for trans community members and declare North Adams a Sanctuary City and place of safety for Trans, nonbinary and LGBTQIA+ as gender diverse people.

Committee Reports and Minutes

Licenses

Taxi - Cab

- None

Open Forum – This is the opportunity for the public to speak to the Council for two minutes on issues of Municipal Significance.

Mayor's Updates

Liaison Updates/ Councilor Updates

City Clerk Updates

Correspondence

Adjournment

City of North Adams

In City Council

BE IT ORDAINED by the City Council of the City of North Adams as follows:

Part II: Revised Ordinances Chapter 2 Article XVI Board of Appeals Section 2-87 Appointment, composition and term of office.

There shall be a Board of Appeals consisting of five members who shall be citizens of the City. The Mayor shall appoint the members of such Board subject to confirmation of the city council. Their terms shall be five years in length and so arranged that the term of one member shall expire each year on the first day of January.

State law reference: See G.L. C. 40, § 12.

Part II: Revised Ordinances Chapter 2 Article XVI Board of Appeals Section 2-92 Rules

Add the following language:

The board of appeals shall adopt rules, not inconsistent with the provisions of the zoning ordinance ~~or by law~~ for the conduct of its business and for purposes of this chapter and shall file a copy of said rules with the city ~~or town clerk. In the event that a board of appeals has appointed a zoning administrator in accordance with section thirteen said rules shall set forth the fact of such appointment, the identity of the persons from time to time appointed to such position, the powers and duties delegated to such individual and any limitations thereon.~~

State law reference: See G.L. C. 40, § 12.

BE IT ORDAINED by the City Council of the city of North Adams *that Article XXII, Capital Outlay Program, Section 2-124, entitled Certain officers, etc., to assist Mayor in preparation, etc.; referral to planning Board, be and is hereby amended as follows:*

By deleting Section 2-124 in its entirety and replacing it as follows:

Sec. 2-124. Certain officers, etc., to assist Mayor in preparation, etc.; referral to planning Board.

The auditor, treasurer, Board of assessors and members of the finance committee of the City council shall assist the Mayor in the preparation and development of such program under the Mayor's direction and in accordance with such fiscal policies as from time to time may be determined by the Mayor. Such program may be referred under General Laws, chapter 41, section 81C to the planning Board of the City for its investigation, report and recommendation.

City of North Adams

In City Council

March 11, 2025

Ordered:

WHEREAS, the City of North Adams, by City Council Order dated February 14, 2017, declared the property located at 151 Kemp Avenue and further identified as Assessor's Map 169, Lot 1, to be no longer needed for municipal purposes and to be available for disposition; and

WHEREAS, the Mayor of the City of North Adams, acting pursuant to the City Council Order, issued a Request for Proposals (RFP) pursuant to the provisions Massachusetts General Laws, Chapter 30B to sell the property; and

WHEREAS, Massachusetts Museum of Contemporary Art (MASS MoCA), with a principal place of business in North Adams, MA submitted a qualified proposal in the amount of $50,000.00 to purchase the property; and

WHEREAS, the proposed redevelopment of the property will add artist residency and work space, community spaces and additional units of housing and is consonant with the Vision 2030 comprehensive plan;

NOW, THEREFORE, IT IS ORDERED:

That the North Adams City Council authorizes the Mayor of the City of North Adams to sell the above referenced property to MASS MoCA for $50,000.00, and further authorizes the Mayor of the City of North Adams to execute the attached Purchase and Sales Agreement.

PURCHASE AND SALE AGREEMENT

1. Information and Definitions.

(a)	DATE OF AGREEMENT:	_____ ___, 2025 (the "Effective Date")
(b)	PREMISES:	151 Kemp Avenue, North Adams, MA 01247 Map # 169, Lot #1
(c)	SELLER: Address:	**City of North Adams, Massachusetts** Office of Procurement City Hall 10 Main Street North Adams, MA 01247
(d)	SELLER'S Attorney: Address: Phone: E-mail address:	Lee S. Smith, Esq. KP Law, P.C. 101 Arch Street, 12th Floor Boston, MA 02110 617-654-1809 lsmith@k-law.com
(e)	BUYER: Address: Phone: E-mail address:	MASSACHUSETTS MUSEUM OF CONTEMPORARY ART FOUNDATION, INC., a Massachusetts not-for-profit corporation 1040 Mass MoCA Way North Adams, MA 01247 413-664-4481 x8340 meverett@massmoca.org
(f)	BUYER'S Attorney Address: Phone: E-mail address:	Stephanie Dubanowitz, Esq. Anderson & Kreiger LLP 50 Milk Street, 21st Floor Boston, MA 02109 617-621-6551 sdubanowitz@andersonkreiger.com
(g)	PURCHASE PRICE:	The agreed purchase price for the Premises is Fifty Thousand Dollars ($50,000.00) which is to be paid at the time of delivery of the deed by certified or bank check or by wire transfer.

(h)	DEPOSIT:	Ten Thousand Dollars ($10,000.00) has been delivered to the SELLER and will be delivered by the City and held in escrow by KP Law, P.C. as of the Effective Date. At the Closing, the Deposit shall be paid to SELLER and applied in reduction of the Purchase Price payable at the Closing.
(i)	CLOSING DATE:	_____, 2025 [INSERT DATE THAT IS 60 DAYS AFTER DUE DILIGENCE DEADLINE], provided, however, that in the event the Article 97 Condition (as such term is defined herein) has not been satisfied, the Closing Date shall automatically be extended until a date that is thirty (30) days after the Article 97 Condition has been satisfied by the SELLER, provided, further that in no event shall the Closing Date be extended beyond Twenty-Four (24) months from the Effective Date, unless mutually agreed to by the parties. Time is of the essence.
(j)	PLACE:	North Adams City Hall, 10 Main Street, North Adams, or a closing by mail, by mutual agreement of the parties.
(k)	TITLE:	Release Deed
(l)	BROKER:	None

2. Premises; Buildings, Structures, Improvements, Fixtures. Included in the sale as part of said Premises are the buildings and improvements thereon, if any. All personal property of the SELLER shall be removed from the Premises at least two (2) days before the Closing. For SELLER's title to the Premises see Order of Taking dated February 11, 1964, which was recorded with the Northern Berkshire District Registry of Deeds (the "Registry") in Book 584 Page 19.

3. Title Deed. The Premises are to be conveyed by a good and sufficient release deed running to BUYER or to such nominee or, subject to the provisions of Section 37 hereto, to such assignee as BUYER designates by written notice to SELLER.

The deed to the Premises shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

(a) Provisions of existing building and zoning laws;

(b) Such taxes for the then-current year as are not due and payable on the date of the delivery of such deed, except as set forth herein;

(c) Any liens for municipal betterments assessed after the date of the Closing; and

(d) Easements, restrictions and reservations of record not objected to by BUYER in accordance with Section 8 herein.

4. Deed/Plans. SELLER shall prepare the deed and all other Closing Documents pertaining to SELLER. BUYER shall prepare all other Closing Documents pertaining to BUYER. If said deed refers to a plan necessary to be recorded therewith BUYER shall deliver such plan with the deed in a form adequate for recording or registration.

5. Closing Costs. At the closing, SELLER shall pay the cost of obtaining and recording and/or filing such instruments as are necessary to establish SELLER'S good and clear record and marketable title and SELLER'S authority to convey same and any other usual and customary closing costs and expenses incurred by SELLER. At the closing, BUYER shall pay the recording and filing fees incurred in connection with recording the deed and such instruments as are necessary to establish BUYER'S acceptance of the deed and authority to so accept, the cost and expenses of any commitment and the title insurance policies issued pursuant to the commitment, if any, and the fees and expenses of BUYER'S attorneys and any other usual and customary closing costs and expenses incurred by BUYER with regard to the purchase. SELLER shall be responsible for its own attorney's fees.

6. Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a certificate of title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such certificate of title.

7. Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants 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 are in as of the date of this Agreement, excepting only reasonable use and wear thereof, (b) not in violation of zoning laws, and (c) in compliance with provisions of any instrument referred to in Section 3 hereof.

8. Due Diligence Period. BUYER shall have a due diligence period commencing on the Effective Date and expiring one hundred-twenty (120) days after the Effective Date (the "Due Diligence Period") during which BUYER shall have full opportunity to inspect, take measurements, conduct surveys, perform tests, show the Premises to contractors, architects, surveyors, engineers and insurers, and make legal, engineering and other reviews or investigations of the Premises, including without limitation, title analysis, environmental site assessments, soil and groundwater tests, well drilling, percolation tests, asbestos testing, property surveys, and evaluations of utilities. BUYER shall, at its sole expense, promptly upon the conclusion of any such testing, restore the Premises to as close to the condition it was in prior to any such testing as is reasonably possible. Notwithstanding the foregoing, BUYER shall have the right, in its sole discretion, to extend the Due Diligence Period by thirty (30) days.

Within sixty (60) days of the commencement of the Due Diligence Period (the "Title Review Period"), BUYER shall deliver written notice (the "Title Objection Notice") to the SELLER specifying any objections that BUYER may have to any title and survey matters relating to the Premises. Promptly after the receipt of the Title Objection Notice, SELLER shall use diligent, good faith efforts to address any objections raised by BUYER to BUYER's reasonable satisfaction prior to the Closing Date as provided in Paragraphs 9 and 10 herein. In the event that, despite SELLER's diligent and good faith efforts, SELLER cannot remove any objections as provided above, prior to the Closing Date, SELLER's right to extend the closing as set forth in Paragraph 9 hereof shall be automatically waived for the matters identified in the Title Objection Notice and BUYER shall have the rights set forth in Paragraphs 9 and 10 hereof.

BUYER shall have the right to provide a supplementary Title Objection Notice at any time up to the Closing Date with respect to those defects in title to the Premises arising after the earlier date of BUYER's title report or survey or the expiration of the Title Review Period.

SELLER shall cooperate with BUYER to give BUYER access to the Premises during the Due Diligence Period. BUYER, and any of its contractors, subcontractors or agents entering the Premises for any purposes related to BUYER'S due diligence, shall deliver to SELLER certificates of insurance with coverages reasonably acceptable to SELLER and naming the City of North Adams as an Additional Insured before entering the Premises.

If BUYER is not satisfied in its sole judgment with any of the information obtained by BUYER while conducting the due diligence identified above (other than title objection issues that are controlled by the second and third paragraphs of this section as well as other relevant paragraphs of this Agreement), then BUYER shall have the right to terminate this Agreement and receive BUYER's deposit by written notice to SELLER at any time or prior to 5:00 p.m. on the last day of the Due Diligence Period, as such Due Diligence Period may be extended as expressly provided herein.

In order to facilitate BUYER's investigations, SELLER has delivered or shall deliver to BUYER within five (5) business days of the Effective Date, copies of those items set forth on Exhibit A attached hereto and incorporated herein by reference, if in SELLER's possession.

9. Extension to Perfect Title or Make Premises Conform. If 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 SELLER shall use diligent and good faith efforts to remove any defects in title (at SELLER'S sole expense), or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for thirty (30) calendar days or such time as the BUYER and SELLER mutually agree. SELLER's diligent good faith efforts hereunder shall not require SELLER to expend more than $2500, exclusive of sums paid to discharge mortgages, monetary liens, municipal charges and/or satisfy the BUYER's Closing Condition (as defined herein). Notwithstanding anything in this Section

9, for the avoidance of doubt, SELLER's right to extend the time for performance under this Section shall not apply to the Article 97 Condition (as such term is defined herein)

10. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time BUYER and 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, then all obligations of the parties hereto shall cease, the Deposit shall be returned to BUYER, and this Agreement shall be void without recourse to the parties hereto.

11. BUYER'S Election to Accept Title. If 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 BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefor the purchase price, without deduction, in which case SELLER shall convey such title

If BUYER declines to elect to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefor the purchase price, without deduction, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties.

12. Acceptance of Deed. The acceptance and recording of the deed to the Premises by BUYER 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, survive the Closing or are to be performed after the delivery of said deed.

13. Insurance. Until the delivery of the deed, SELLER shall maintain insurance on the Premises as it presently has. If the Premises is destroyed or materially damaged between the Effective Date and the Closing Date, then BUYER may elect to either (i) terminate this Agreement without incurring any liability to the SELLER by providing written notice to the SELLER or (ii) continue with the purchase of the Premises for the Purchase Price and SELLER shall pay over or assign to BUYER on the Closing Date all amounts recovered or recoverable on account of such insurance without regard to the Purchase Price.

14. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this 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, or, if an institutional mortgage only, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

15. (a) Adjustments. SELLER acknowledges that BUYER is a non-profit corporation and is exempt from real estate taxes. All other adjustments, including any outstanding charges for water, sewer, refuse or similar applicable charges shall be made as of the Closing Date.

(b) Taxable Property. Notwithstanding the foregoing, the parties acknowledge and agree that when BUYER develops or otherwise uses the Premises for taxable purposes, then

real estate and/or personal property taxes shall be assessed as set forth below. This provision shall survive the Closing.

The parties acknowledge and agree that, upon completion of portions or all of the BUYER's project as described in its response to the RFP for the Premises, such project will be taxable as residential or other taxable uses. Such uses shall be subject to real estate and/or personal property tax in accordance with the City of North Adams' standard practices for all properties in the City, e.g. every January, the Board of Assessors shall assess the percentage of completion of the project on the Premises which shall form the basis of the percentage of taxation billed for that fiscal year. This assessment of the percentage of completion of the Premises shall take place every January until the issuance of the final Certificate of Completion or Occupancy issued by the Building Inspector of the City of North Adams. The property will then be assessed at fair market value as of the January following the issuance of the Certificate of Completion or Occupancy and every January thereafter.

16. Buyer's Closing Conditions. The obligation of BUYER to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of the following conditions, any or all of which may be waived by BUYER in its sole discretion:

(a) The Premises shall have unrestricted and legal access to Kemp Avenue through an appurtenant easement (the "Easement"), in form and substance reasonably acceptable to BUYER, for the intended purpose of a driveway and access road, including the installation of utilities, to the Premises for use by BUYER, residents, licensees, invitees, guests and other users and visitors to the Premises (the "Easement Condition"); and

(b) The SELLER shall have obtained all legislative, regulatory, and any other approvals required to permit the land constituting the Easement area to be legally used as described as the Easement Condition, notwithstanding the current designation under Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts (the "Article 97 Condition"), together with the Easement Condition, the "Buyer's Closing Conditions").

In the event that Buyer's Closing Conditions have not been completed by the Closing Date, as such Closing Date may be extended as expressly provided in Section 1(i) herein, BUYER shall be entitled in its sole and absolute discretion to (i) terminate this Agreement, upon which termination BUYER shall receive five thousand dollars ($5,000.00) of its deposit (representing the SELLER'S efforts to obtain authority to convey the easement under Article 97) and whereupon the parties shall have no further obligations under this Agreement except for those obligations, if any, that are expressly stated herein to survive said termination of this Agreement or (ii) further extend the Closing Date or (iii) accept the Release Deed to the Premises having waived any applicable Buyer's Closing Conditions.

17. Indemnification for Access. In the event SELLER grants BUYER and its agents access to the Premises before closing, BUYER hereby indemnifies and holds SELLER harmless from and against all injuries, death, claims, loss, demands, causes and/or actions, costs and

expenses, liability and damages including reasonable attorneys' fees, caused by BUYER or BUYERS' designees, agents, employees, contractors, subcontractors, or licensees' entry on the Premises (the "Claims"), unless such Claims arise from the discovery of any pre-existing condition at the Premises or arise or are caused by SELLER's acts or omissions. Under no circumstances shall BUYER and/or BUYERS' agent be allowed to make any sort of alterations to the Premises during said grant of access except in connection with any work required for its inspections under Section 8. This indemnity shall survive closing and delivery of the deed hereunder or termination of this Agreement for a period of six (6) months.

18. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

(a) No building, structure or improvement of any kind, including driveways and utilities, belonging to any person or entity encroaches upon or under the Premises from other premises;

(b) All buildings, structures and improvements, including but not limited to any septic systems, are located completely within the boundary lines of said Premises and shall not encroach upon or under the property of another person or entity;

(c) Title to the Premises and any appurtenant easements are insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use.

19. Closing Documents; Affidavits, etc. BUYER and SELLER each agree to execute and provide such additional and further instruments and documents, including without limitation, authority documents, as may be consistent with this Agreement and customarily and reasonably required by SELLER as a Massachusetts municipal corporation, and by BUYER and/or BUYER'S title insurance company to complete the transactions described in this Agreement, and as may be required by G.L. c. 30B.

20. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

21. Acceptance of Premises; Inspection Rights. AS-IS Condition. BUYER agrees that if it purchases the Premises pursuant to the terms hereof, it shall have accepted the Premises in their as-is condition, without any representations or warranties other than are set forth herein. BUYER shall have the right to inspect the Premises in accordance with the provisions hereof.

22. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: when delivered by hand, sent by registered or certified mail, return receipt

requested, postage prepaid; sent by express courier service such as Federal Express, or upon confirmed email transmission, to the other party with a copy to the other party's attorney at the addresses set forth in Section 1. Notices sent by email shall be deemed received only upon receipt of an acknowledging email reply to the sender from the recipient.

23. Condition of Premises at Closing. Except as herein provided, SELLER agrees to deliver the Premises at the time of delivery of SELLER'S deed in the same condition at the time of the signing of this Agreement, reasonable wear and tear excepted, removing all of SELLER'S personal property therefrom.

24. Default. In the event that SELLER fails to sell the Premises and fulfill the obligations set forth herein, BUYER's deposit shall be refunded to BUYER (subject to Section 16(b) above) and BUYER shall be entitled to pursue all remedies available to it in law and in equity, including without limitation specific performance, to the extent permitted by law.

In the event that BUYER fails to purchase the Premises and fulfill the obligations set forth herein, the SELLER'S sole and exclusive remedy shall be to retain the BUYER'S deposit as liquidated damages and to terminate this Agreement with written notice to the SELLER, whereupon the parties shall have no further obligations under this Agreement except for those obligations, if any, that are expressly stated herein to survive said termination of this Agreement.

25. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker other than __(NONE)__ in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker, and shall defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this section shall survive delivery of the deed.

26. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile or scanned signatures shall be construed as original.

27. Access. In addition to BUYER's rights set forth in Paragraph 8, BUYER and its agents shall have the right of access to the Premises prior to the Closing Date for the purpose of inspecting the condition of the Premises.

28. Condemnation. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises by eminent domain by any entity, then at BUYER'S sole and absolute discretion, this Agreement may be terminated, without recourse against the

parties. All risk of loss shall remain with SELLER until the delivery and recording of the deed.

29. Recording of this Agreement. In the event the BUYER records a copy of the Purchase and Sale Agreement, SELLER may at SELLER'S option declare this Agreement null and void and BUYER shall be deemed to be in default of its obligations hereunder.

30. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

31. 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 inures to the benefit of the parties hereto and their respective successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. Any claims arising under this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

32. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

33. Prior Agreements. The Request for Proposals (NA-2024-006) and the BUYER'S response thereto is incorporated herein by reference and shall survive the Closing. All other prior agreements of the parties are hereby superseded and shall have no further force and effect.

33. Right of First Refusal. For the period commencing on the Closing Date and continuing until a Certificate of Completion or Occupancy is issued by the City of North Adams for BUYER's project (the "ROFR Term"), in the event that the BUYER receives a bona fide written offer, which shall include a non-binding letter of intent, from an unrelated third party that BUYER is willing to accept for the purchase of all or a portion of the Premises (a "Sales Offer"), then BUYER shall notify SELLER of the terms and conditions of such Sales Offer by delivering to SELLER a copy of such written Sales Offer. SELLER shall then have thirty (30) days from receipt of such written Sales Offer within which to (1) immediately commence the process of obtaining any municipal approvals and appropriations required of SELLER to purchase the Property and (2) thereafter notify BUYER of its intent to purchase the Premises by matching said Sales Offer. If SELLER intends to purchase the Premises and provides notice of its election to BUYER within the required timeframe then SELLER shall within fourteen (14) days of notifying BUYER of its intent to purchase the Premises, execute the Greater Boston Real Estate Board Form Purchase and Sale Agreement, with such changes necessary to reflect the terms of the Sales Offer and a closing date of not less than thirty (30) days after the Sales Offer is

accepted by SELLER, unless a sooner date is mutually agreed to by the parties, In the event that SELLER determines in less than thirty (30) days that it will not elect to purchase the Property, it shall promptly so notify the BUYER. In the event that timely notice is not given by SELLER to BUYER, the SELLER shall be deemed to have elected not to match said Sales Offer, and BUYER shall be free to sell the Premises to such third party on the terms and conditions set forth in the Sales Offer, subject. Notwithstanding the foregoing, this Right of First Refusal and the provisions hereof shall not be construed to apply to (i) the grant of any bona fide mortgages or other security interest to lending institutions of the Premises, or any part thereof, (ii) sales, foreclosures, deed in lieu of foreclosure, or other proceedings for the foreclosure thereof, or any other transfer made in connection with a workout of any financing encumbering the Property, or (iii) individual sales to buyers or rentals to tenants of completed residential units and/or properties on the Premises. The terms and provisions of this Paragraph 33 shall survive the Closing solely for the ROFR Term. No Notice of this Right of First Refusal shall be recorded with the registry of deeds.

34. Governing Law. This Agreement and all Exhibits thereto shall be governed in accordance with Massachusetts law, to whose jurisdictions the parties hereto submit.

35. Suits or Judgments: Seller represents and warrants to BUYER that SELLER has no notice or knowledge of any pending suits or judgments in relation to the Premises. The provisions of this paragraph shall survive delivery of the deed for the Premises or the earlier termination hereof.

36. Disclosure of Beneficial Interest Form. BUYER and SELLER shall comply with the disclosure provisions of G.L. c.7C, §38. SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7C, §38 after execution of this Agreement.

37. Assignment. BUYER shall have the right, without the prior written consent of SELLER, to assign this Agreement to, or take title in, an affiliate or a single purpose entity created to take title to the Premises.

38. SELLER Cooperation. SELLER shall cooperate with BUYER in connection with the BUYER's applications for any permits, zoning relief and approvals required by applicable laws for BUYER's intended use of the Premises, including executing any documents necessary therefor. The terms and provisions of this paragraph shall survive delivery of the deed for the Premises.

(Remainder of page intentionally left blank. Signature pages follow.)

In Witness whereof, the parties hereto sign this Purchase and Sale Agreement under seal as of this ____ day of _____, 2025.

SELLER:	BUYER
CITY OF NORTH ADAMS	MASSACHUSETTS MUSEUM OF CONTEMPORARY ART FOUNDATION, INC.
_____	_____
By: Jennifer A Macksey, Mayor Duly Authorized	By: Name: Title:

Approved as to form: City Solicitor

_____
Lee S. Smith, Esq. KP Law, P.C.

Exhibit A

DUE DILIGENCE ITEMS TO BE FURNISHED BY SELLER IF IN SELLER'S POSSESSION

1. As-built architectural and engineering plans and specifications for the building and a copy of building systems summary indicating electrical, heating, hot water, utility company, fire protection and emergency power;

2. Copies of the site plan and all floor plans for the Premises;

3. Copies of all title insurance policies issued for the Premises and all surveys of the Premises;

4. Insurance policies and reports of insurance carriers insuring the Premises, and each portion thereof, respecting the claims history of the Premises;

5. All permits and approvals in Seller's possession or control;

6. Copies of any environmental, soil borings, investigations, asbestos work, storage tanks and other similar studies or reports in the possession or control of the Seller relating to the Premises;

7. Copies of any notices received in connection with any purported or actual violation at the property of any legal requirement with respect to the Premises; and

8. Any and all information pertaining to any pending or threatened litigation involving any portion of the Premises.

MASS MoCA

June 17, 2024

Stacy Abuisi, Procurement Officer
Office of Procurement
City Hall - 2nc Floor
Room 201
10 Main Street
North Adams, MA 01247

RE: Sale of Property and Reuse: **Sullivan School**
Proposer: **MASS MoCA**
Proposed Purchase Price: **$50,000**

Dear Stacy,

It is with enthusiasm and optimism that I submit the proposal from the Massachusetts Museum of Contemporary Art (MASS MoCA) to acquire the former Sullivan School from the City of North Adams.

We envision transforming the Sullivan School, in partnership with Michael Murphy Studio and Creative Development Partners, into a generous community asset that fosters creativity, collaboration, and sustainable living. Aligned with the North Adams Vision 2030 plan, our proposal addresses key objectives: the provision of high-quality housing options, blight mitigation, improving property values, and the enhancement of neighborhood connections.

Our redevelopment plan is aimed at serving the needs of residents and uplifting the North Adams community, while furthering key city objectives including economic revitalization, sustainability, and much-needed strategic housing expansion. The presence of artists as residents will enrich the neighborhooc, foster learning, spur community engagement, and catalyze diversified economic activity.

Tracy Moore, Deputy Director, and Morgan Everett, Head of Public Initiatives and Real Estate, are authorized to negotiate and execute a contract with the City on behalf of MASS MoCA.

MASS MoCA's investment in the Sullivan School presents a unique opportunity to create a dynamic space that not only fulfills critical needs highlighted in Vision 2030 but also uplifts the cultural and economic vibrancy of North Adams. We're eager to collaborate with the City in realizing this vision. Thank you for considering our proposal.

Sincerely,

Kristy Edmuncs
Director

Sale of Property and Reuse: Sullivan School
Proposer: The Massachusetts Museum of Contemporary Art (MASS MoCA)
Proposed Purchase Price: $50,000

Introduction: The Massachusetts Museum of Contemporary Art (MASS MoCA) proposes to acquire the former Sullivan School from the City of North Adams at a purchase price of **$50,000**, to be paid via certified check at closing. Our vision for the property is to transform it into a vibrant community that fosters creativity, collaboration, and sustainable living, all in support of the North Adams Vision 2030 plan[1], which outlined the need to:

- Provide high quality housing options that meet a variety of needs and lifestyles
- Address blight and improve property values
- Support strong community connections within neighborhoods

Central to our proposal is the recognition of the invaluable role that artists play in enriching our communities, catalyzing cultural innovation, and driving the vital cultural economy that has grown in North Adams. Through the redevelopment of this property, we aim to not only provide much-needed supplemental housing and amenities identified in Vision 2030, but also to foster a dynamic environment where artists can thrive. Through a carefully planned redevelopment process, we aim to create a multi-use space that serves the needs of residents, uplifts the neighborhood, and upholds the property as a beneficial community asset.

Redevelopment Plan:

Programming

- **Permanent Housing:** The primary use of the building will be for affordable artist housing, positioned for both permanent ownership and rental, providing diverse housing options for the North Adams creative community and new residents.
- **Arts Residency:** We intend to collaborate with established non-profit arts partners to manage temporary residencies, alongside the artists who will call the redeveloped Sullivan School their permanent home. This will foster a dynamic creative environment and support local artists and visiting artists in their practices.
- **Summer Music Intensives:** Classrooms on the lowest level of the building will be repurposed for educational summer music intensives, providing rehearsal space for aspiring musicians and composers to come together, teach, learn, and further develop their craft.
- **Sustainable Living Practices:** We will work with long-term resident artists who engage in community practices such as public gardening, emphasizing activities that promote sustainability and benefit the neighborhood without generating excessive traffic or disruption.
- **Community "Living Room":** A shared-use space will be established to function as a neighborhood/community "living room", to benefit both residents and the wider community, offering opportunities for learning and cultural enrichment through small-scale culinary workshops, art classes, informal talks/gatherings, music sharing, and community-based practices.

[1] In 2014, the City of North Adams adopted the Vision 2030 comprehensive plan. The Vision 2030 Plan contained a chapter on housing and neighborhoods that cited the following goals:
- Goal HN 1: Provide high quality housing options that meet a variety of needs and lifestyles.
- Goal HN 2: Address blight and improve property values.
- Goal HN 3: Support strong community connections within neighborhoods.

Physical Spaces

- **Lofts and Apartments:** Each living space will provide an ample home office, enabling residents space to work and create within the confines of their residence. These living spaces will be designed to promote creativity, comfort, and sustainable building practices. Some units will serve as short-term apartments, catering to visiting artists, designers, production personnel, while others will be available as condominiums owned by artists, contributing to the cultural vibrancy of the community and the City's tax base.
- **Wellness Center:** The existing gymnasium will be adapted to provide a dedicated fitness amenity for the exclusive use of residents, promoting health and wellness.
- **Performance Rehearsal Spaces:** Instead of visual art related maker spaces, the building will fill an identified market gap by offering versatile spaces suitable for the development and workshopping of various artistic endeavors, including film, design, music, theater, and dance.
- **Communal Kitchen:** The existing kitchen will be repurposed to provide a communal kitchen for the use of condo residents, fostering a sense of community and facilitating shared meals and culinary experiences.
- **Modular Housing:** A portion of the 12-acre property surrounding the school will be utilized for high-quality single-family modular housing, further expanding the City's housing stock and generating additional property tax revenue for the City.
- **Community Green Space & Pathways:** We view the wooded site surrounding the Sullivan School as an underutilized asset for the North Adams community. Our vision will reimagine this landscape as a community amenity, extending existing pathways and responding to Kemp Park to create an activated and accessible neighborhood green space.

Benefits to the City:

- Revitalization of a vacant property, contributing to economic growth, neighborhood revitalization, and new sources of property tax revenue.
- Commitment to sustainability through the adaptive reuse of existing real estate stock in order to provide needed, high-quality, diverse housing options.
- Promotion of local arts and culture, attracting visitors and fostering community pride.
- Creation of job opportunities through construction, property management, and arts programming.
- Expansion of community greenspace and unification of neighborhood pedestrian pathways through the site.

The Value of Artist Residents:

- **Cultural Enrichment and Community Engagement:** Artists bring a unique perspective and creative energy to their surroundings, and often engage with the community through public art projects, workshops, and small events. By having artists as residents, we can cultivate a rich cultural tapestry within the community, fostering creativity and inspiring residents of all backgrounds, catalyzing community engagement and dialogue, strengthening social bonds and creating a sense of belonging for all. Critically, when we speak of artists within the context of this project, we're specifically defining beyond the boundaries of visual arts, to include designers, film editors, composers, and choreographers, all of whom offer guest teaching and mentorships for young people and through

the schools. These artists require creative rehearsal spaces, not for public performance, but for the development and completion of projects.

- **Economic Impact:** The presence of artists has a positive economic impact on the community. They contribute to the local economy through the sale of artwork, participation in local events, and attracting visitors to the area, thereby stimulating business activity and supporting local merchants.

Filling Critical Needs for the Creative Community:
MASS MoCA's Assets For Artists program recently concluded its 2024 North Adams Artist Census, which collected survey responses from 198 artists over a two-month period between February to April 2024. These responses from a diverse segment of North Adams' creative community underlines the need for quality artist housing and space for creative development:

- 27% of respondents expressed difficulty in finding suitable housing in North Adams for their creative practice.
- 31% with creative space in North Adams said that the space does not meet their needs.
- Artists noted that some of their greatest needs in order to succeed in North Adams include: public spaces for working, rehearsing, performing; inclusive and collaborative spaces; training and education opportunities (including instruction in specific disciplines); networking and mentorship; community engagement; support from local government; affordable housing; walkability, bikeability, access to transportation.

Schedule for Improvements and Investment:
Initial occupation of the site would commence with exterior improvements to serve as neighborhood open space amenity. This could happen within a few months of site procurement, while the following steps are initiated:

Design/Planning/Implementation Steps [with rough timelines]:

- Site Investigation, Research (Environmental and Engineering studies) [6-9 months]
- Planning and Design [12-18 months]
- Bidding and Procurement [4-6 months]
- Construction (phased to allow sequential occupation/use of the facility while other work is occurring) [will vary based on scope and phasing]

Prior Development Experience:
Our vision for the Sullivan School site will leverage the experience of key design and development partners to create a community amenity that unifies existing residents and maintains the tight-knit and picturesque character of the surrounding neighborhood, all while supporting and expanding the City's quality housing and tax revenue goals.

MASS MoCA:
MASS MoCA has extensive experience in the adaptive reuse of existing real property, as demonstrated in the 700,000 SF, 24 acre MASS MoCA campus, converted from the former Sprague Electric Company facility into a vibrant center of contemporary art and performance, commercial business activity and commerce, artist residencies, public gathering, and continual redevelopment. The MASS MoCA team managed the

design, development and construction that yielded the award-winning conversion of this former industrial site, and has been responsible for its ongoing maintenance, operation, management, and improvements in the 25 years since the doors first opened to the public in 1999. MASS MoCA has demonstrated its capacity to lead large and complex projects, engage in collaborative relationships with government partners to create and sustain meaningful improvements to our North Adams home, and generate economic and cultural benefit that extends beyond its campus to the surrounding city and region. These same capacities and priorities would be brought to bear on the Sullivan School project.

Michael Murphy Studio:
MASS MoCA has enlisted the design support of Michael Murphy, founder of Michael Murphy Studio in 2022. As founder and CEO of MASS Design Group from 2009 - 2022, Murphy designed and built projects in over a dozen countries around the world across a variety of project categories, including housing, education, healthcare, and public memorials. Murphy brings a deep regional sensitivity to the development team—he is from Poughkeepsie, NY, has lived in Massachusetts for nearly 15 years, and worked in 2016 on the redevelopment of Blackinton Mill with TOURISTS hotel.

Murphy also began the Hudson Valley Design Lab in Poughkeepsie, New York, which focuses on transforming crumbling manufacturing-era buildings and infrastructure into assets, addressing community needs through adaptive reuse. Projects developed through the lab include the adaptive reuse of more than 100,000 SF of historic downtown structures as spaces for art, culinary entrepreneurship, co-working, and housing; the revitalization of a forgotten urban creek into a public amenity; and the design and development of new affordable workforce housing. Michael's work in the Hudson Valley parallels our team's aims at the Sullivan School site—to support and add to the North Adams community with tactical and regionally-sensitive architectural and landscape interventions that repurpose existing infrastructure to invite community connection and flourishing.

A key component to Murphy's approach to design and development is catalyzing connections between public and private groups that might not have otherwise occurred. His recent work focuses on leveraging philanthropic partnerships to design new housing models that expand access and ownership. He is currently working with design partners and philanthropic groups to create catalyst housing projects in the South and Mid-Atlantic markets.

Creative Development Partners:
Creative Development Partners (CDP) co-founders, Jeremy Liu and Jason Vargas, will bring their extensive and proven community building and real estate development expertise to this project. CDP focuses on repairing cities through equitable development, leveraging innovation to build community wealth across all asset classes. Over the past twenty years, CDP's team has developed properties valued at over a billion dollars, including multi-family affordable, market-rate, and mixed-use developments. They excel in complex projects such as historic rehabilitation, tax credit financing, and high-rise new construction, with the capital and financial resources to match their ambitions. As a firm, CDP is committed to their "Community Benefits by Design" approach, which proactively achieves greater community benefits through sustainable projects.

Recent relevant projects include: 2205 Mission Workforce Housing (San Francisco, CA) and Swans Market (Oakland, CA), see Attachment B for further details.

Financing:

MASS MoCA has current private philanthropic support to secure the property and begin immediate pre-development work on the site, including an existing $250,000 investment from the Barr Foundation. We will require some additional runway to solidify the full development financing package, but there is significant interest from additional foundation, philanthropic, and private capital partners, along with a financing package that could be supplemented with other government or private funding. A preliminary description of funding sources and uses is included here:

Sources		
Investor Equity	24%	$3,419,328
Debt	33%	$4,821,622
Historic Tax Credits	15%	$2,173,500
New Market Tax Credits	20%	$2,825,550
PACE/Green Financing	5%	$750,000
Other Govt Funding	3%	$500,000
TOTAL		$14,490,000

Uses	
Total Acquisition	$50,000
Hard Costs	$11,000,000
Soft Costs	$2,750,000
Dev Fee	$690,000
Reserves	-
TOTAL	$14,490,000

Conclusion: The redevelopment of the former Sullivan School presents a unique opportunity to create a thriving, generative, community asset that provides much-needed affordable scaled housing options, promotes sustainable living, celebrates creativity, and fosters collaboration. By acquiring this property and implementing our redevelopment plan, we aim to make a positive impact on the City of North Adams and enrich the lives of its residents for years to come, all with a focus on upholding and protecting the character of a beautiful existing neighborhood. We intend to develop the Sullivan School parcel as an open and accessible site that adds amenity and connectivity to the existing neighborhood, creating value and mutual benefit that extend well beyond the property boundaries.

Developing an attainable and sustainable housing solution for artists in the redeveloped Sullivan School building will notably help to fulfill critical goals of North Adams Vision 2030 (Provide high quality housing options that meet a variety of needs and lifestyles; Address blight and improve property values; Support strong community connections within neighborhoods), while also helping to provide real pathways for artists to build meaningful connections in the neighborhood and broader community long-term. Their presence will enrich the cultural fabric of North Adams while also contributing to ongoing economic growth, community engagement, and creative innovation. By embracing and supporting new artist residents, we can create a truly dynamic and thriving community for generations to come.

Submitted this 17th day of June, 2024.

Kristy Edmunds, Director

Bid # NA-2024-006

RFQ for the
Sale of Property and Reuse of Sullivan School

OFFICE OF PROCUREMENT
CITY HALL - 10 MAIN STREET
CITY OF NORTH ADAMS, MA 01247

ADDENDUM NO. 1

The following items are hereby incorporated as Addendum No. 1 for the above referenced project as issued on May 15, 2024.

This Addendum forms a part of the Request for Quotations (RFQ) and modifies the original RFQ Bid No. NA2024-006. All other conditions and provisions of the original RFQ remain in effect, except as modified by this Addendum.

INSTRUCTIONS:

1) This Addendum No. 1 shall be signed and dated as called for below, **AND**, must be included with the proposer's submission packet placed right after the proposal signature page.

Modifications and Additional Information:

1. **Responses to Questions:**

   1. **Are they any known issues or concerns with the Property?**

      The School has been empty for approximately 8 years and was completely boarded up in 2023. The City is unaware of specific issues or concerns with the Property other than multiple fires were set inside in May of 2017.

      See: https://www.masslive.com/news/2017/05/fires_at_former_elementary_sch.html

   2. **Is the City the Sole Owner of the Property?**

      Yes, the City is the Sole Owner.

   3. **Are there any liens, encumbrances, or legal restrictions on the property's title?**

      No

   4. **Has the City conducted a title search, and can it prove to be a clear title?**

      No, the City has not conducted a title search. The buyer's attorney should perform a title search prior to purchase.

   5. **Are there any pending zoning changes or development plan that could affect the property?**

      No

   6. **Are there any easements on the property that the City will retain?**

      No

7. **With the exception of the driveway rights easement noted in the RFP, are there any additional easements that will be necessary to obtain in order to develop the site?**

   The City is unaware of any additional easements that might be necessary to develop the site.

8. **Has the City conducted any environmental assessments or tests on the property? If so, please provide any and all results and reports.**

   The City has not conducted any environmental assessments or tests on this property.

9. **Are there any known environmental issues of contamination on the Property? If so please provide any and all corresponding documentation or reports.**

   The City is not aware of any known environmental issues or contamination on the property.

10. **Does the building contain any asbestos, lead-based paint, or other hazardous materials? Please provide any reports or documentation confirming the existence or absence of such.**

    The City has not conducted any testing for asbestos, lead-based paint, or other hazardous materials in the building. Sullivan School was built in 1965 and lead paint was banned in 1978; we assume the existence of lead paint.

11. **What utilities are available on the property (water, sewer, electricity, gas)?**

    Water, Sewer, Electric, and Gas utilities.

12. **What is the current electrical service to the building?**

    Square D, 1000 Amp, 120/208 V, 3 Phase, 4 wire, Type: PS1

13. **What is the current heat service to the building?**

    There is currently no heat service to the building

14. **Are there any outstanding utility bills or fees associated with the property?**

    No.

15. **Are there any planned infrastructure projects that could impact the property?**

    No

16. **What are the property taxes for the current year for the property?**

    There are no property taxes as the building is municipally owned. The property is assessed at $2,568,600 in FY2024.

17. Are there any outstanding tax liens or assessments on the property?

No

18. Can the City provide financial statements or budget documents related to the property?

No financial statements or budget documents exist for this property.

19. **Is the property compliant with all local building codes and regulations?**

The building has not been inspected since it was closed.

20. Are there any outstanding code violations or citations?

Yes, violations but no citations.

21. Are there any pending legal actions or lawsuits involving the property?

No

22. Can the City provide all relevant documentation related to the property (deeds, surveys permits etc.)?

Attached is a copy of the City Council order dated February 11, 1964 which was recorded in the Northern Berkshire Registry of Deeds Book 584, Page 19. Also attached is the field card for the property.

23. Please provide any architectural plans, structural and/or mechanical assessments for the property.

Those documents are available in the Inspection Services Department by appointment.

24. Please provide any and all reports to Massachusetts School Building Authority (MSBA) making reference to Sullivan School.

We are not able to locate any documentation responsive to this question within the timeframe allowed.

ACKNOWLEDGMENT OF ADDENDUM

This Addendum No. 1 shall be signed and dated as called for below, AND, must be included with the proposer's submission packet placed right after the proposal signature page.

Famore

Proposer Receipt & Acknowledgment

6.12.24

Date

Attachment A

Required RFP Forms

The four forms listed below and as enclosed in this attachment must be completed and executed by the responsible party of the proposer and included with the submitted proposal:

- Price proposal
- Tax compliance certification
- Non-collusion affidavit of prime proposer
- Non-discrimination affidavit

REQUEST FOR PROPOSALS NA-2024-006
Sale of Property and Reuse – Sullivan School

Price proposal

CITY OF NORTH ADAMS, MASSACHUSETTS

Office of Procurement

The proposer offers the following purchase price, payable in cash, certified check, or wire transfer of funds upon delivery of the deed to the parcel designated as Map 169, Lot 1 in the City of North Adams:

Proposed price $ 50,000.00

(Fifty Thousand Dollars 00/100)

Repeat in words the total amount

Proposer's name	Massachusetts Museum of Contemporary Art Foundation
Contact person	Tracy Moore, Deputy Director
Address	1040 Mass MoCA Way
City, State ZIP	North Adams, MA 01247
Telephone	413.507.0310
Email	TMoore@massmoca.org

TaMoore

Signature

6.14.24

Date

Tax compliance certification

CITY OF NORTH ADAMS, MASSACHUSETTS

Office of Procurement

To: Prospective bidders; providers of goods, services, real estate; licensees and contractors

Re: Tax compliance certification

Chapter 233 (Sections 35 and 36) of the Acts and Resolves of 1983 enacted the Revenue Enforcement and Protection Program, effective July 1, 1983. One aspect of this law requires providers of goods and/or services to attest under the penalty of perjury that they are in compliance with all laws of the Commonwealth of Massachusetts relating to taxes.

To comply with this requirement, please sign the form below and return it with the proposal package.

Any person failing to sign the attestation clause shall not be allowed to obtain, renew, or extend a license, permit, or contract.

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I have filed all state tax returns and paid all state taxes required under the law.

Corporate name Massachusetts Museum of Contemporary Art Foundation, In

SSN or FID [redacted]

Corporate officer signature

6.14.24
Date

REQUEST FOR PROPOSALS NA-2024-006
Sale of Property and Reuse – Sullivan School

Non-collusion affidavit of prime proposer

CITY OF NORTH ADAMS, MASSACHUSETTS

Office of Procurement

Project: Sale of Property and Reuse – Sullivan School
(Identified as Map 169, Lot 1)

Commonwealth of Massachusetts
County of Berkshire

Tracy Moore, being first duly sworn
Bidder's name

(1) They are

Deputy Director of Mass MoCA
The bidder that has submitted the attached bid

(2) They are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
(3) Such bid is genuine and is not a collusive or sham bid.
(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the undersigned, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract, or had in any manner, directly or indirectly, sought by agreement or collusion or communication or convergence with any other bidder, to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the owner or any person interested in the proposed contract; and
(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including the undersigned.

Tracy Moore
Signature

6.14.24
Title

On this 14th day of JUNE, 2024, before me, the undersigned notary public, personally appeared TRACY MOORE, proved to me through satisfactory evidence of identification, which was PERSONALLY KNOWN TO ME, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Subscribed and sworn to before me this 14TH day of JUNE, 2024

Susan T. Kirk
Notary public

AUGUST 31, 2029
My commission expires

REQUEST FOR PROPOSALS NA-2024-006
Sale of Property and Reuse – Sullivan School

Non-discrimination affidavit

CITY OF NORTH ADAMS, MASSACHUSETTS

Office of Procurement

Project: Sale of Property and Reuse – Sullivan School
(Identified as Map 169, Lot 1)

Commonwealth of Massachusetts
County of Berkshire

The undersigned being duly sworn, deposes and states that they are the sole owner, partner, president, treasurer or other duly authorized agent or official of

Proposer's name	Tracy Moore, Deputy Director
Address	1040 Mass Moca Way
City, State ZIP	North Adams, MA 01247
Telephone	413.507.0310
SSN or FID	[redacted]

and certifies under penalty of perjury that to the best of their knowledge and belief, said bidder has not, either directly or indirectly, discriminated against any employee or applicant for employment because of their race, color, religion, national origin, sex, sexual orientation, age, mental or physical disability. Additionally, bidder has complied with all provisions and requirements of the Equal Opportunity, Anti- discrimination and Affirmative Action programs.

Signed under penalties of perjury.

Tammie
Signature

6.12.24
Title

On this 12th day of JUNE, 2024, before me, the undersigned notary public, personally appeared TRACY MOORE, proved to me through satisfactory evidence of identification, which was PERSONALLY KNOWN TO ME, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Subscribed and sworn to before me this 12TH day of JUNE, 2024

Notary public

AUGUST 31, 2029
My commission expires

Attachment B
Supporting attachments to the proposal

The following documents are intended to support the proposal submitted by MASS MoCA and include:

- Michael Murphy Studio Project Experience
- Michael Murphy Studio Sullivan School Site Approach
- Michael Murphy Studio Design Ideas & Precedents
- Creative Development Partners Project Experience Selections

Hudson Valley Design Lab

LOCATION
Poughkeepsie, New York, USA

PROJECT TYPE
Reimagining downtown Poughkeepsie through a variety of urban design and adaptive reuse projects that leverage crumbling architectural and infrastructural assets.

STATUS
Created in 2017

ROLE
Michael Murphy – Design Lead
(while CEO at MASS Design Group)

From 1949 to 1974, the U.S. government's "urban renewal" programs left smaller cities like Poughkeepsie, with its deteriorating manufacturing-era assets, struggling to recover from social and spatial traumas. The Hudson Valley Design Lab was created to transform these liabilities into assets, addressing community needs through adaptive reuse. By partnering with local groups, the projects foster community-led revitalization, envisioning a future where design drives sustainable growth and equitable development. This collaborative effort works to build a resilient and vibrant urban fabric, setting a new precedent for how design can catalyze investment and renewal in small American cities.

Fall Kill Revitalization Plan
Reimagining public use of a forgotten urban creek in Poughkeepsie, NY

Hudson Valley Design Lab

Scenic Hudson Factory
Redevelopment of the Standard Gage Company, abandoned for the last 20 years, into a space for community gatherings, public meeting space, and educational activities.

Maple Street Housing
A 40-unit, 62,000 SF workforce housing complex designed around a new north-south public pedestrian street.

The Academy Food Hall and Apartments
A 70,000 SF adaptive reuse project designed to support a diverse culinary community and expand housing and coworking space in Poughkeepsie.

Trolley Barn Arts Center
Reinventing an historic 1874 trolley barn into a community event space that supports local artists and nonprofits and catalyzes Main Street reinvestment.

National Memorial for Peace and Justice

LOCATION
Montgomery, Alabama, USA

PROJECT TYPE
Public Memorial

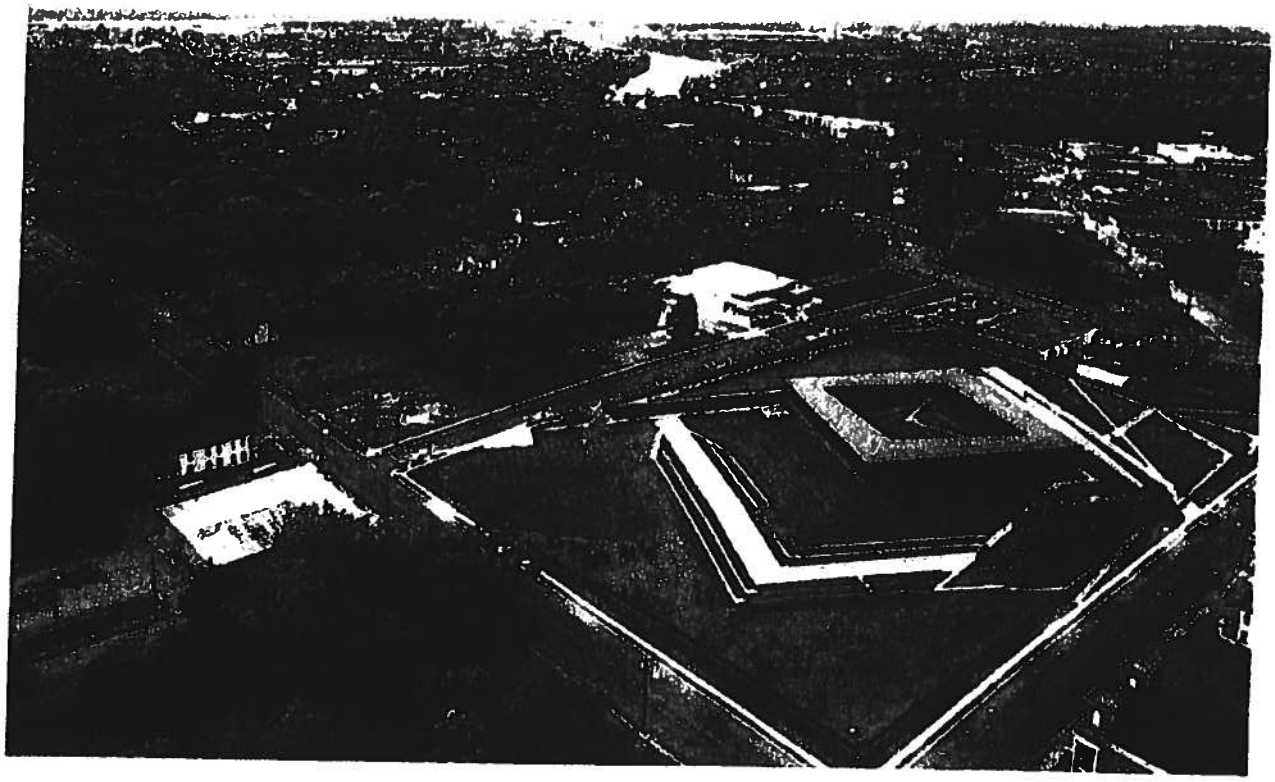
CLIENT
Equal Justice Initiative (EJI)

SIZE
30,140 sf

STATUS
Completed Spring 2018

ROLE
Michael Murphy – Design Lead
(while CEO at MASS Design Group)

The National Memorial for Peace and Justice is the first national memorial to victims of lynching in the United States. Responding to a sorely inadequate national conversation about lynching and its legacy, EJI documented more than 4,000 racial terror lynchings in twelve Southern states between Reconstruction and World War II, in one of the most comprehensive investigations to date. This work recognized the need for a memorial space that embraces this truth and inspires reflection and change.

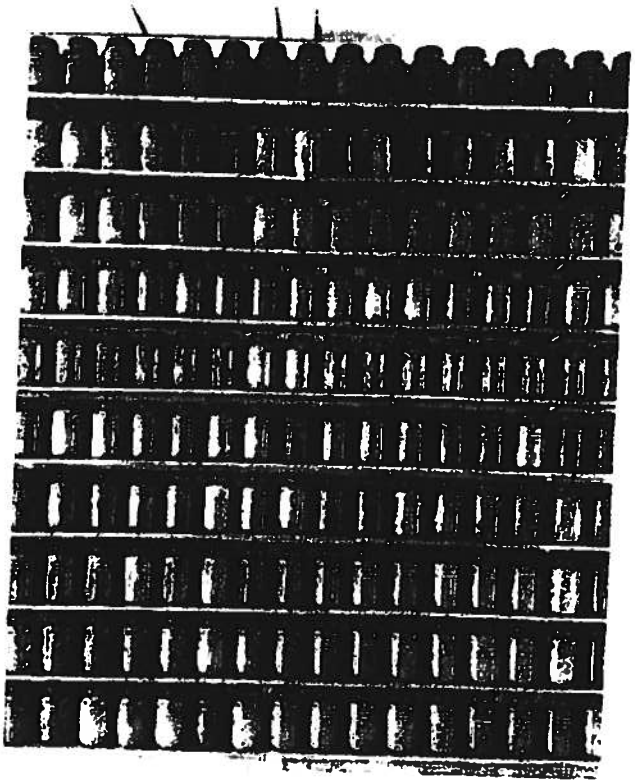


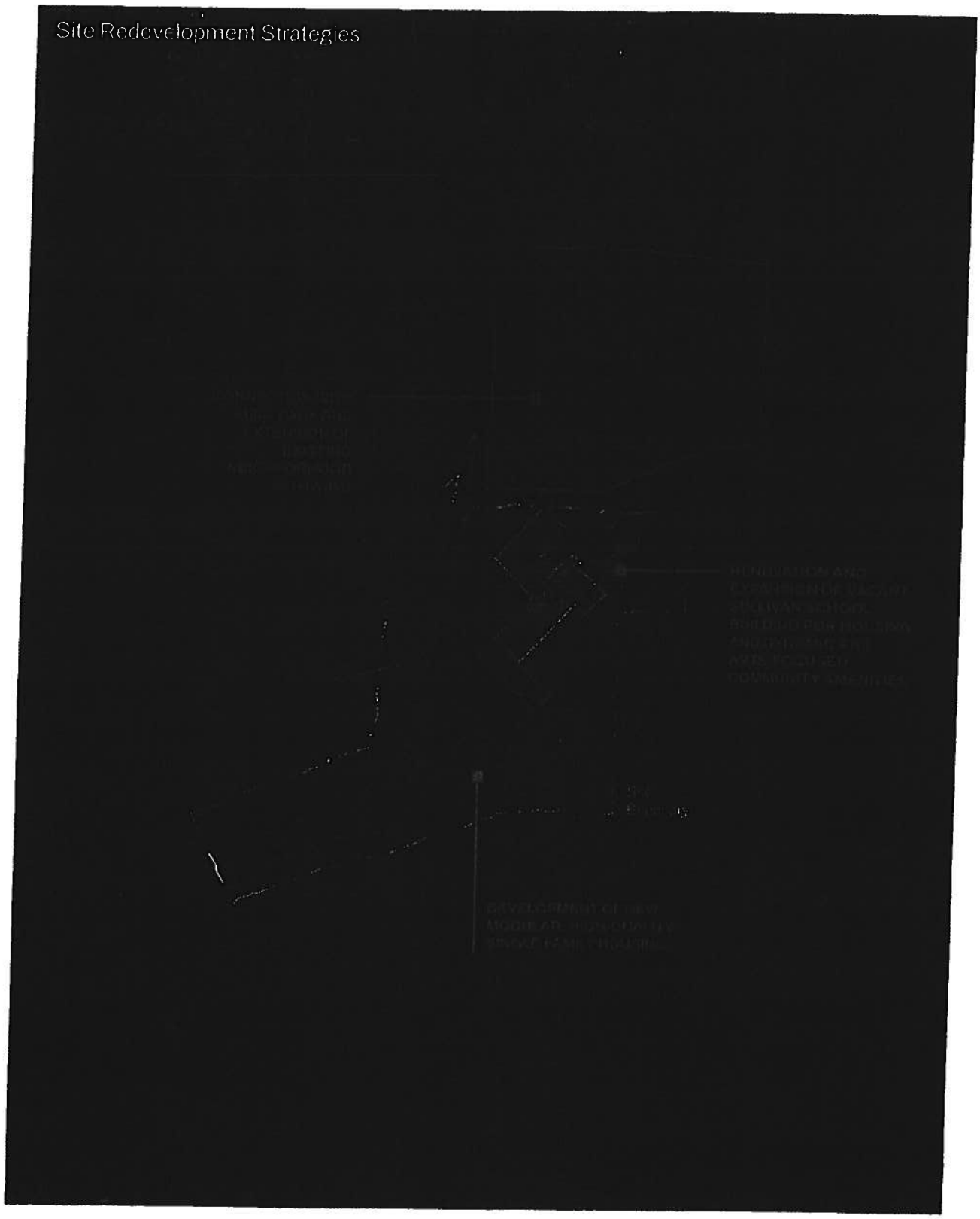
National Memorial for Peace and Justice

Key to the design was the desire to engage a broader community in its construction and realization. A process of Soil Collection from sites of lynching atrocities started during the design and construction phase of the memorial. Called the Community Remembrance Project, the soil collection continues today as more communities across America engage and contribute to the evolving nature of the site. The communities in these sites will also have the potential to claim a permanent county marker in the future after certain efforts of truth telling and reparations have been completed. The future distribution of markers reveals the living and participatory heart behind the project's architecture.

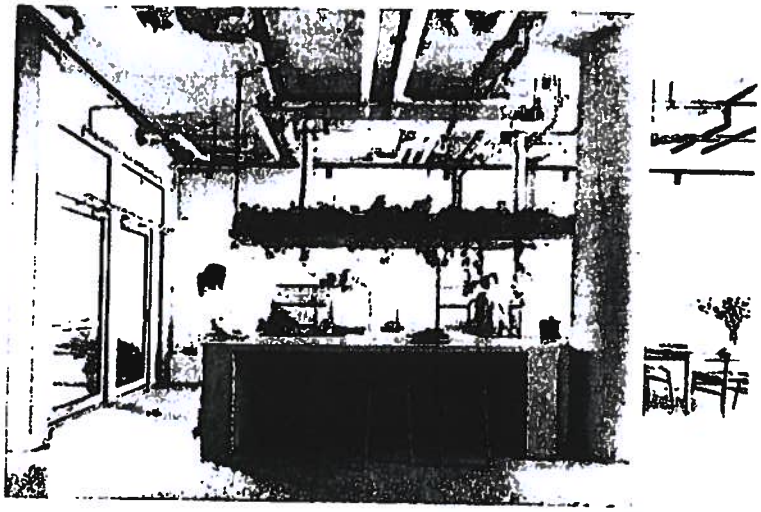
In the years since its completion, over a million visitors have journeyed to visit it and its impact locally and nationally have been precedent-setting in how memorials are conceptualized, funded, and constructed.

Mark Lamster, architect critic of the Dallas Morning News, called it the single greatest work of American architecture of the 21st century.

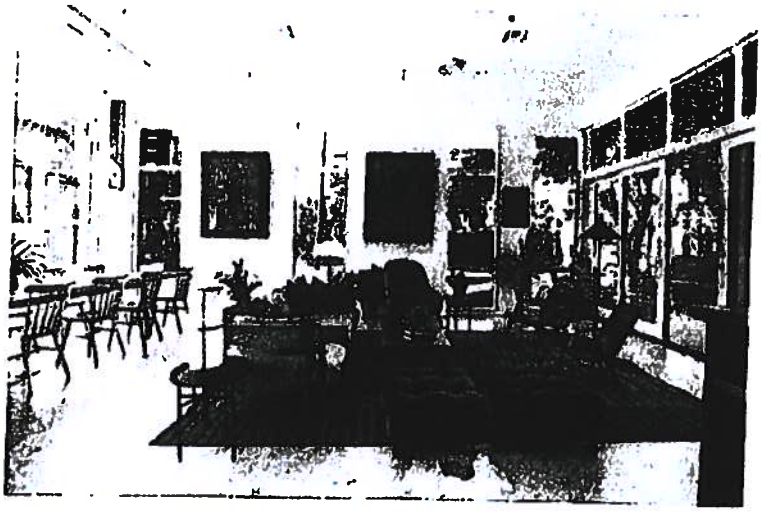



Site Redevelopment Strategies

Modular Single Family Housing



Community Kitchen



Community Living Room

Performance / Rehearsal Space

Community Green Space

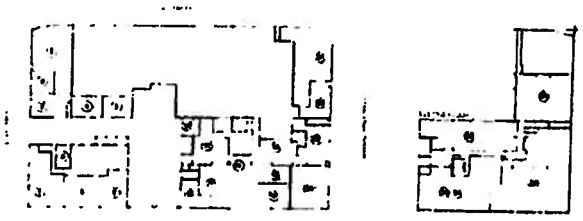
SWANS MARKET (OAKLAND, CA)

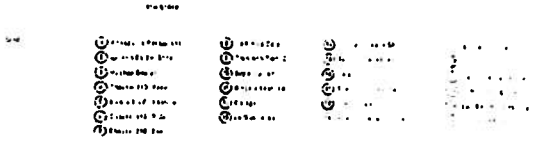
Redevelopment and revival led by Jeremy Liu and Jason Vargas both while at another (not-for-profit) firm

Swan's Market http://swansmarket.com/ is a vibrant mixed-use historic preservation development that transformed an underutilized city block in Old Oakland into affordable apartments, co-housing condominiums and retail and office space for local businesses. Originally opened in 1917, Swan's Marketplace and, later, Housewives Market was the premier market in downtown Oakland. After the store closed in 1983, the building sat vacant until it was redeveloped in 1998.

CDP team members developed 20 condominium loft units designed for co-housing, and 18 new one-and-two bedroom affordable housing units with four of the units for people living with AIDS. CDP team members also played an integral role in managing the renovation and lease up of Swan's mixed-use commercial office and retail property. Jeremy Liu – who was Executive Director of EBALDC at the time – and team carefully curated the leasing effort, prioritizing diverse retailers emblematic of the local community to create a representative community hub. In addition to now iconic local food businesses such as Cosecha, Miss Ollie's and Rosamunde, the team selected unique community-benefit focused organizations, including Community Economics, East Bay Housing Organizations, Hyphae Design Laboratory, and HKIT Architects. This project was made possible through New Market Tax Credit equity as well as a CDFI loan.

Client	**EBALDC & Strada**
Client Contact	**Ener Chiu** **echiu@ebaldc.org**
Location & Type	**Downtown Oakland, housing with community retail, office, studios**
Size	**150,000 SF**
Development Cost	**$11M**
Funding Sources	**New Market Tax Credits, CDFI below-market loan, Transit Oriented Aff. Housing Trust, City funds**





2205 Mission Workforce Housing (SAN FRANCISCO, CA)

CDP is advising the Mission Economic Development Agency in developing 63 new affordable homeownership units for teachers

Casa Adelante 2205 Mission was acquired in late 2017 by the Mission Economic Development Agency (MEDA) with the intent of building affordable workforce homeownership opportunities. The project is targeted at teachers based on a response to demand for more wealth building housing opportunities and MEDA's track record of homeownership counseling. The proposed project for 2205 Mission St. is a (9) nine-story building containing of 63 condominium units (60,000 sq. ft.), all of which will be 2 and 3 bedroom units. The ground floor will also contain a 2,500 sq. ft. commercial community arts facility and a childcare space. An outdoor open space for the early care & education facility will be provided at the interior courtyard on the ground floors.

CDP is currently serving as the Real Estate Advisor on this project, providing technical assistance in securing entitlements and financing for this unique project. Already, CDP has successfully secured zoning entitlements and are currently in the process of securing site and building permits. The anticipated financing will include New Market Tax Credits and Leverage Loan (for both the commercial and for-sale housing), City and State grants, affordable housing preservation funds, as well as potential housing funds dedicated to educators from the State of California. The project is expected to be completed in 2024.

Client	Mission Economic Development Agency
Client Contact	Karoleen Feng kfeng@medasf.org
Location & Type	Mission District in San Francisco, mixed-use condos and arts space
Size	65,000 SF
Development Cost	$75M
Funding Sources	New Market Tax Credits, Housing Trust Funds, City and State grants

CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Jennifer A. Macksey

Communication #	**Subject**	**Date**
102	Proclamation in support of Transgender Visibility Day	March 25, 2025

Honorable Members of the City Council
North Adams, Massachusetts

Dear Honorable Councilors:

I request time on the March 25, 2025, City Council meeting agenda to present a proclamation in support of Transgender Visibility day.

Respectfully submitted,

Jennifer A. Macksey
Mayor

CITY OF NORTH ADAMS, MASSACHUSETTS
Office of the City Clerk

Meeting of the North Adams City Council
Tuesday, March 25th, 2024
7:00pm

To the City Clerk and Council President:

I would like to add agenda items to our March 25th meeting to be labeled as the following.

A Communication from Councilor Andrew J. Fitch requesting time for a 5 minute presentation by Chris Cozzaglio, Local Congressional Aide - Berkshire County for Congressman Richard E. Neal, to speak about ways to leverage our national delegation.

Please let me know if you have any questions.

Best,

Andrew J. Fitch
He/Him/His
North Adams City Councilor
781-812-5465

City of North Adams

In City Council

In the City Council, March 25, 2025

Upon the Recommendation of:

- Councilor Andrew Fitch
- Councilor Ashley Shade
- Councilor Lisa Blackmer
- Councilor Deanna Morrow

Resolution

WHEREAS, the trans, nonbinary and LGBTQIA+ community in North Adams and nationally are being attacked by a relentless onslaught of executive action, aimed at diminishing their agency, dignity and respect; and

WHEREAS, executive orders are being signed by the president of the United States overreaching legislative and judicial authority on matters Constitutionally protected, and those rights derived from the penumbra of other constitutional protections; and

WHEREAS, the federal government has begun to utilize obscure legal means to justify the targeting of people arbitrarily designated as political enemies; and

WHEREAS, tens of millions of dollars have been spent on advertising campaigns aimed at hate and disparaging the trans community; and

WHEREAS, on January 29, 2025, President Trump signed an executive order seeking to end gender-affirming medical treatments for children and teenagers under the age of 19; and

WHEREAS, on January 29, 2025, the US Office of Personnel Management released a memo to all federal agencies ending legal recognition of trans people by replacing all forms that request information about gender to information about sex; and

WHEREAS, trans immigrants, refugees, and asylees also face additional persecution due to their immigration status; and

WHEREAS, the Human Rights Campaign reported in 2023, fatal violence against trans and gender diverse people disproportionately impacts the BIPOC community, making up 85% of all victims identified since 2013. Almost two-thirds (61.8%) of all victims have been Black trans women; and

City of North Adams

In City Council

WHEREAS, the Williams Institute at the UCLA School of Law reports that 17% of sexual minority adults have experienced homelessness in their lives, compared to 6% of cisgender straight people, and that 8% of trans adults have experienced homelessness in the last year alone, while only 3% of cisgender people did; and

WHEREAS, a survey by the National Center for Transgender Equality and the National Gay and Lesbian Task Force reveals that trans people experience unemployment at twice the rate as the general population, with trans people of color impacted at a scale four times the national rate. Trans survey respondents further reported that they experienced extensive discrimination as both renters and homeowners, 19% said they had been denied a home or apartment because of their gender identity, and their homeownership rates were reported at only half the national rate; and

WHEREAS, as of the date of this resolution, the Commonwealth of Massachusetts law does not restrict access to gender-affirming healthcare and bans insurance exclusions for gender-affirming healthcare; and

WHEREAS, the Commonwealth of Massachusetts passed Bill H.1190, an Act relative to abusive practices to change sexual orientation and gender identity in minors in May 2019 which bans harmful and abusive Conversion Therapy practices; and

WHEREAS, the Commonwealth of Massachusetts passed Chapter 127 of the Act of 2022, which protects individuals seeking sanctuary from out-of-state prosecution and explicitly prohibits law enforcement agencies from knowingly making or participating in the arrest or extradition of an individual pursuant to an out-of-state arrest warrant based on another state's law against receiving gender-affirming healthcare in Massachusetts; and

WHEREAS, as recognized in M.G.L. c. 12 § 11I ½ access to gender-affirming health care services is a right secured by the constitution and laws of the Commonwealth of Massachusetts; and

WHEREAS, as a result of anti-trans legislation throughout our nation, many individuals and families are relocating to states such as Massachusetts that are more accepting and offer inclusive services; and

WHEREAS, healthcare professionals providing gender-affirming healthcare and persons seeking or receiving care or assisting another individual who is seeking or receiving care in the City of North Adams should be protected from attempts to impose criminal punishment, civil liability, administrative penalties, or professional sanctions based on the laws of other states when gender-affirming healthcare is lawful in the Commonwealth of Massachusetts and meets standards for good professional practice; and

City of North Adams

In City Council

WHEREAS, the City of North Adams has previously affirmed a commitment to tolerance and inclusion as recognized by the City Council of North Adams on February 18, 2018: Resolution Declaring North Adams' Commitment To Being A Safe And Inclusive Community; and

WHEREAS, the North Adams City Council affirmed the listed definitions and nature of Massachusetts General Laws c.111 § 72GG by Resolution on January 28, 2025, and similarly affirmed the commitment made prohibiting "discrimination against residents on the basis of gender identity or expression, sexual orientation, intersex status, or HIV status"; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of North Adams hereby reiterates its commitment to trans rights and equal protections for trans community members and declares itself a sanctuary city and a place of safety for trans and gender diverse people; and

THEREFORE BE IT RESOLVED, that the City of North Adams recognizes the importance of reproductive healthcare and gender-affirming healthcare as a matter of health, privacy, and equality, and to ensure, to the greatest extent permitted by law, that those rights are upheld for all residents and visitors within the City of North Adams; and

THEREFORE BE IT RESOLVED, that the City Council of North Adams hereby maintains it should be the policy of the City of North Adams that no city resources, including, but not limited to, time spent by employees, officers, contractors, or subcontractors while on duty, or the use of city property, shall be utilized for detaining persons for solely seeking or providing gender-affirming care, including gender affirmation surgery or gender hormone therapy; and

THEREFORE BE IT RESOLVED, the City of North Adams hereby maintains it should be a policy of the City of North Adams that no city resources be utilized for cooperating with or providing information to any individual or out-of-state agency or department regarding the provision of gender-affirming healthcare or gender-affirming mental healthcare performed in North Adams and the Commonwealth of Massachusetts; and

THEREFORE BE IT FURTHER RESOLVED, that the City of North Adams as a sanctuary city will not cooperate with Federal and State on policies aimed to harm trans and gender diverse people and ensure trans and gender diverse people have access to healthcare, housing, education, and employment without fear or discrimination.

Approved this ____ day of March, 2025

The North Adams City Council by:

City of North Adams

In City Council

Brian Sapienza, Council President

ATTEST

City of North Adams Administration by:

Jennifer Macksey, Mayor

ATTEST