



CITY OF NORTH ADAMS, MASSACHUSETTS
Office of the City Clerk

**North Adams City Council Meeting
Tuesday, October 27, 2020**

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the North Adams City Council will be conducted via remote, no in-person attendance of members of the public will be permitted, This meeting can be viewed live on the Northern Berkshire Community Television station and will be posted to their website as soon as possible. I hereby notify that at twelve noon today, October 21, 2020, the following items of business have been filed with this office and will be acted upon at the regular meeting in the City Council Chambers at City Hall, Tuesday Evening October 27, 2020 at seven-thirty o'clock according to Section 8, Rules and Orders of the City Council.

Deborah M. Pedercini
City Clerk

AGENDA

**REGULAR MEETING OF THE CITY COUNCIL
October 27, 2020**

Roll Call
Moment of silent remembrance
The Pledge
Approval of the minutes of October 13, 2020
Hearing of Visitors on Agenda

- 11,908** Mayor's communication #60 recommending the reappointment of Gail Sellers to the Massachusetts Museum of Contemporary Art Cultural Development Commission for a term to expire February 1, 2023.
- 11,909** Mayor's communication #61 recommending the appointment of Robert Davis to the Massachusetts Museum of Contemporary Art Cultural Development Commission for a term to expire February 1, 2023.

- 11,683-1a** Mayor's communication #62 regarding the sale of real estate, Notre Dame Church and School located at 222 and 214 East Main Street.
- 11,683-1a** An Order authorizing the Mayor to sell property located at 222 and 214 East Main Street, Notre Dame Church and School, Map#125 Lots 55 and 56 that are available for disposition, to Moresi Commercial Investments, LLC, for \$10,000.
- 8,717-39** Mayor's Communication #63 setting the public hearing date for Tax Classification for Fiscal Year 2021 at November 10, 2020 at 7:30 PM.
- 11,910** Communication submitted by Councilor Harpin regarding puppy mills in pet stores and sale of dogs, cats and rabbits in retail stores, unless they are obtained from an animal shelter or rescue organization.
- 11,910** An Ordinance amending Chapter 27, entitled Dog Regulations, adding a new Section 27-12, entitled Prohibition of the Sale of Dogs, Cats, or Rabbits by Pet Shops.

LICENSES
OPEN FORUM
MAYOR'S CONCERNS
COMMITTEE REPORTS AND MINUTES
LIAISON UPDATES AND COUNCILOR CONCERNS
CORRESPONDENCE
ADJOURNMENT

Link to join the webinar:

<https://us02web.zoom.us/j/88959657706>

Or iPhone one-tap :

US: +19292056099,,88959657706# or +13017158592,,88959657706#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1
253 215 8782 or +1 346 248 7799

Webinar ID: 889 5965 7706

International numbers available: <https://us02web.zoom.us/j/kc0M7FGRdn>



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Thomas W. Bernard

Communication #	Subject	Date
60	Reappointment to the MASS MoCA Commission	October 27, 2020

Honorable Members of the City Council
North Adams, Massachusetts

Dear Honorable Councilors:

I am pleased to recommend Gail Sellers for reappointment to the Massachusetts Museum of Contemporary Art Cultural Development Commission for a term to expire February 1, 2023.
This recommendation is presented for Council approval.

I believe Ms. Sellers will continue to provide valuable insight and practical experience to the commission and its work.

I request Council confirmation of this appointment recommendation.

Respectfully submitted,

Thomas W. Bernard
Mayor

TWB/me



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Thomas W. Bernard

Communication #	Subject	Date
61	Appointment to the MASS MoCA Commission	October 27, 2020

Honorable Members of the City Council
North Adams, Massachusetts

Dear Honorable Councilors:

I am pleased to recommend Robert Davis for appointment to the Massachusetts Museum of Contemporary Art Cultural Development Commission for a term to expire February 1, 2023.
This recommendation is presented for Council approval.

I believe Mr. Davis will provide valuable insight and practical experience to the commission and its work.

I request Council confirmation of this appointment recommendation.

Respectfully submitted,

Thomas W. Bernard
Mayor

TWB/me



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Thomas W. Bernard

Communication #	Subject	Date
62	Sale of Real Estate – Notre Dame Church and School	October 27, 2020

Honorable Members of the City Council
North Adams, Massachusetts

Dear Honorable Councilors:

Submitted for your consideration is an Order relative to the sale of Notre Dame Church and School. On September 9, 2020, the City of North Adams issued a request for proposals (RFP) for this property. Proposals were due October 9, 2020. Two responses were received and reviewed by a committee representing the offices of community development, the auditor, and inspection services. Both proposals are enclosed with this communication for your reference.

Moresi Commercial Investments, LLC, bid \$10,000 for the property, an amount below the assessed value of the respective assessed values for the Notre Dame church and school properties or \$684,800 and \$682,000, or \$1,366,800 in total. I recommend that the Council accept the \$10,000 bid from Moresi Commercial Investments, LLC, as outlined in the accompanying Order.

Respectfully submitted,

Thomas W. Bernard
Mayor

TWB/me



City of North Adams

In City Council

October 27, 2020

Ordered:

WHEREAS, the City of North Adams, by City Council Order dated February 14, 2017, declared the Notre Dame Church and School properties located at 222 and 214 East Main Street in North Adams, as described in Assessor Map #125 Lots 55 and 56, 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 of Massachusetts General Laws, Chapter 30B to sell the property; and

WHEREAS, Moresi Commercial Investments, LLC, a Massachusetts limited liability corporation with a principal place of business in North Adams, Massachusetts ("the buyer"), submitted a qualified bid of \$10,000.00 to purchase the property;

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 Moresi Commercial Investments, LLC, for \$10,000.00, and further authorizes the mayor of the City of North Adams to negotiate the terms and conditions of the sale with the buyer.



Sale and Reuse of Property

The City of North Adams has issued Requests for Proposals (RFPs) for the sale and reuse of two premier properties: Notre Dame Church and School and Sullivan School. RFPs are available upon request from the Office of Community Development at ocd@northadams-ma.gov.

Notre Dame Church and School



Located on East Main Street near Colegrove Park Elementary School, the North Adams Public Library, historic Eagle Street, and the North Adams downtown, the Notre Dame Church and School properties present numerous opportunities for commercial, residential, or mixed-use developments.

Notre Dame Church and School properties are situated on a combined 1.2 acres and include two parking areas, a three-story brick former school building containing an estimated 33,346 square feet of gross building area, and a three-plus story brick cathedral containing 17,414 square feet of gross building area. The church and school buildings were constructed in 1889 and 1897, respectively. The respective assessed values for the Notre Dame church and school properties are \$684,800 and \$682,000. The exteriors of the buildings are shown below.



Please contact the Office of Community Development at ocd@northadams-ma.gov or (413) 662-3025 to request more information or to receive an RFP for Notre Dame Church and School. For a tour of the properties, please contact Bill Meranti, Building Inspector, at (413) 662-3000 ext. 3260 or at bmeranti@northadams-ma.gov.

M | MORESI & ASSOCIATES

RESIDENTIAL DEVELOPMENT * PROPERTY MANAGEMENT * COMMERCIAL DEVELOPMENT

60 ROBERTS DRIVE SUITE 201
NORTH ADAMS, MA 01247

BUS. 413.663.8677
FAX 413.663.9234

Michael Nuallie
Director, OCD
City Hall Room 110
10 Main Street
North Adams, MA 01247

10/8/2020

Mr. Nuallie,

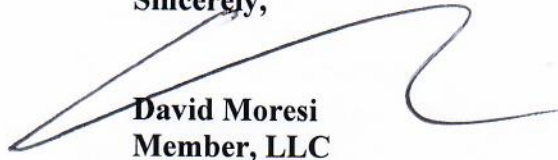
Please accept this letter as formal notification that in the matter of a purchase proposal for the sale and reuse of the former Notre Dame Church property located in North Adams MA the following is to be recognized.

That Mr. David Moresi of Moresi & Associates is the authorized representative of the proposer Moresi Commercial Investment, LLC . Further Mr. David Moresi is authorized to negotiate and execute a contract with the City of North Adams on behalf of Moresi Commercial Investment, LLC.

Also

Mr. Jeffrey Grandchamp, attorney at law, is authorized to negotiate and execute a contract with the City of North Adams on behalf of Moresi Commercial Investments, LLC.

Sincerely,



David Moresi
Member, LLC

M | MORESI & ASSOCIATES

RESIDENTIAL DEVELOPMENT * PROPERTY MANAGEMENT * COMMERCIAL DEVELOPMENT

60 ROBERTS DRIVE SUITE 201
NORTH ADAMS, MA 01247

BUS. 413.663.8677
FAX 413.663.9234

In 2019 the firm of Moresi & Associates, in recognition of the serious need for market rate housing in North Adams, committed to a three year initiative to focus on redeveloping older buildings into housing. In February of 2020 that project started and the Wall Streeter building was completed seven months later which provided 10 units of modern housing in the downtown of North Adams. Planned to commence in late 2020 is the redevelopment of the former Johnson Elementary School into The Residences at Amity Square as presently design work is wrapping up as well as project financing. Attention is now directed to the former Notre Dame School and Church. No doubt this will be the most challenging of all projects given the complexities of the buildings along with the deteriorated nature of the former school. Our firm is prepared for the challenge and has the proven track record to bring more market rate housing to the downtown which we firmly believe will help bring life back to what is still a struggling Main Street.

The Residences at Notre Dame

REDEVELOPMENT

THE SCHOOL

Housing is the key to the revitalization that is presently underway in North Adams and nothing will benefit more from a housing redevelopment of this property than the downtown. Our company has extensive experience with both commercial and residential redevelopments and the overwhelming success of our recent redevelopments of the Mulcare building, Wall Streeter building and NORAD Mill is a testament to this. We are seeing an influx of individuals, both young and old, moving to the area and downtown appeals to them. The recent state of matters in the country has further bolstered the need for quality market rate two bedroom apartments. The intent is to retain as much of the interior detail as possible, especially the old slate chalkboards in many of the rooms. An open concept design will be implemented and the building will be outfitted with new plumbing, HVAC, electrical and fire detection / suppression systems. Unique to this proposal, and that of our other developments in the area, will be the incorporation of amenities that appeal to modern day renters. Proposed for the lower level are amenities a makers space, pet grooming / washing area and a bike storage and repair space. The exterior of the building will see a generously sized green space presently located to the west with common grilling and seating area. The building exterior is to be maintained and restored as best as possible so as to retain the original look and character of the building. Immediately following purchase, the property would be maintained and managed and a permit filed for the replacement of the roof which is in poor condition. Preliminary work would occur within 60 days following purchase and be in full swing as the project at the former Johnson Elementary School begins to wrap up.

THE CHURCH

More challenging, but promising, is the proposed redevelopment of the former church building. The intent of this developer is to consider the church redevelopment as a "Phase II" of the overall project. The building is in fair condition but requires some immediate attention to both the roof and brick exterior which would commence soon after a purchase so as to preserve the integrity of the building. Both buildings would have an alarm system along with surveillance system promptly installed to ensure the security of the buildings. Additional market rate housing is planned, however, the exact size and style of units has not been fully developed as of yet. The desire of this developer is to incorporate a form of housing which makes the most of the impressive unique spaces that exist in the building. We would immediately engage our design team to work on assessing and developing plans for both properties and would present to the City through the planning process. One thing is for sure, the steeple must be maintained to the best of repair as well as the building facade for all to enjoy. This developer is sincere to that commitment.

BENEFITS

The project is located in an area which has easy walking access to the downtown including museums, restaurants and shopping. We believe that this project will further help promote the redevelopment of the downtown of North Adams. Furthermore this project will bring new residents to the community who have stable good paying jobs and the ability to spend. People have now discovered that they no longer need to live in the big city to work and what better place to call home than North Adams. The redevelopment of this building and acquisition by a private entity will also put it on the tax rolls and add to the tax base of North Adams over time. Moresi & Associates also takes great pride in using a local labor force on all of their projects. We employ local firms which directly benefits the community by keeping jobs and money in the community.

TIMELINE

The redevelopment of the school building is slated for early 2022 with a planned completion of late fall of that year. The church "Phase II" would see preliminary work commence in 2022 and construction in full swing in 2023.

ABOUT US

Over the years our firm has continually grown and diversified all the while focusing on redevelopment projects in North Adams. No other firm in the last few years has taken on and completed such large scale redevelopments in North Adams. We have heard many grand ideas and dreams yet they never seem to come to fruition. Our goal is simple and that is to save and repurpose the many buildings that have had such strong connections to our past so as to ensure that they can continue to be cherished for decades ahead. We are a reputation driven firm and have proven time and time again that we do what we say. This is evident with some of our more recent projects in North Adams. Our firm does not rely on public funding nor grants. We have access to private financing packages which also requires us to contribute a significant amount of our own capital so as to have "skin in the game."

SUMMARY AND PURCHASE PROPOSAL

Redevelopment projects such as this are not without their challenges. Anytime one works on an old structure contingencies must be in place to deal with the unknown. Our company has over 20 years of experience developing properties in North Adams, many built between 1840 – 1900. We also have the unique quality of having a construction division as well as a management company to oversee and continue to maintain the property to our strict standards. We are cognizant of the fact that tax revenue realized, over time, by the City on this project will be newly realized revenue and only help to further advance the City forward. More important, this project will result in more people residing in the downtown and should have a positive effect on downtown stores and future developments. This project will not come without a significant investment and as such initial acquisition cost cannot be high. **Moresi and Associates Development Company LLC proposes \$10,000.00 Ten thousand Dollars as the purchase price for the former school and church building.**

Respectfully submitted,



David Moresi
Moresi & Associates

REQUEST FOR PROPOSALS NA-2020-011
Sale of Property and Reuse – Notre Dame Church and 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 125, Lots 55 and 56 in the City of North Adams:

Proposed price

\$ 10,000.00

(Ten Thousand and No/cent)
Repeat in words the total amount

Proposer's name

Moresi Commercial Investments LLC

Contact person

David Moresi

Address

60 Roberts Drive Suite 201

City, State ZIP

North Adams, MA 01247

Telephone

413-663-8677

Email

dmoresi@moresiandassociates.com

Signature

A large, stylized handwritten signature in blue ink, likely belonging to David Moresi, is written over a horizontal line.

Date

10/9/2020

REQUEST FOR PROPOSALS NA-2020-011
Sale of Property and Reuse – Notre Dame Church and School

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

Morse Commercial Investments LLC

SSN or FID

45-3537063

Corporate officer signature

A large, stylized handwritten signature in blue ink, written over a horizontal line.

Date

10/9/2020

REQUEST FOR PROPOSALS NA-2020-011
Sale of Property and Reuse – Notre Dame Church and School

Non-collusion affidavit of prime proposer



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of Procurement

Project: Sale of Property and Reuse – Notre Dame
(Identified as Map 125, Lots 55 and 56)

Commonwealth of Massachusetts
County of Berkshire

David Moresi of Moresi Commercial Investments LLC being first duly sworn
Bidder's name

(1) They are

David Moresi of Moresi Commercial Investments LLC
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.

Signature

Title

On this 8th day of October, 2020, before me, the undersigned notary public, personally appeared David Moresi, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 8th day of October, 2020

Rachel Masei

Notary public

My commission expires



REQUEST FOR PROPOSALS NA-2020-011
Sale of Property and Reuse – Notre Dame Church and School

Non-discrimination affidavit



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of Procurement

Project: Sale of Property and Reuse – Notre Dame
(Identified as Map 125, Lots 55 and 56)

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

Moresi Commercial Investments LLC

Address

60 Roberts Drive Suite 201

City, State ZIP

North Adams, MA 01242

Telephone

413-663-8627

SSN or FID

45-3537063

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.

Signature

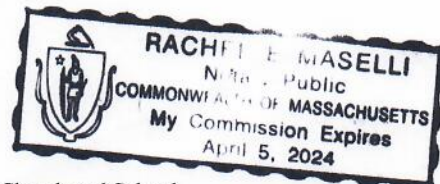
Title

On this 8th day of October, 20 20, before me, the undersigned notary public, personally appeared David Moresi, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 8th day of October, 20 20

Notary public

My commission expires



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

Moresi Commercial Investments, LLC
60 Roberts Drive, Suite 201
North Adams, MA 01247

SURETY *(Name and Address of Principal Place of Business):*

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, Connecticut

OWNER *(Name and Address):*

City of North Adams
10 Main Street
North Adams, MA 01247

BID

Bid Due Date: October 9, 2020

Description *(Project Name and Include Location):* Bid # NA-2020-011
Sale of Property and Reuse - Notre Dame Church
and School Building

BOND

Bond Number:

Date *(Not earlier than Bid due date):* October 9, 2020

Penal sum Ten Thousand Dollars and no/100

\$ 10,000.00

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Moresi Commercial Investments, LLC

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

David Moresi

Print Name

Title

Attest:

Signature

Title

SURETY

Hartford Fire Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Grace J. Gray

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Attorney-In-Fact

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOUNTAINONE INSURANCE AGENCY INC
Agency Code: 08-087624

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :
Donna Bishop, Grace J. Gray, Eric Pratt of North Adams MA, Kathleen M. O'Brien of NORTH ADAM, Massachusetts

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Noelle Ciccone
My Commission #FF029702
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 9, 2020.
Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

Summary of Offer:

The Barbara and Eric Rudd Art Foundation, a 501c3 not-for-profit d/b/a Berkshire Art Museum (BAM), proposes to purchase the Notre Dame property for a total price of \$32,850 in a bid offer that will support the interests of the City of North Adams. The Foundation will maintain the church building with sufficient (and much needed) parking and repurpose it as an extension of its current museum activities. The aim is to preserve the historic structure and to have it open to the public. The church building has little economic use for a pro-profit entity (with the exception of short-term users who would have no incentive to preserve the building). However, a cultural non-profit organization with a track record of preservation and the ability to use its own assets as well as to qualify for future preservation grants is the best bet to assure that the architectural treasure will be around for future generations.

Coordinating with BAM's museum activities, the school building will be used as rental art and innovation spaces. There is currently a shortage of economical studios, which are very necessary for out-of-town creators who want to move to the city. Not only for the fine arts, these spaces can be used by innovators in a variety of fields. There are approximately 12 large spaces, and if divided or shared, they can provide up to 30 spaces. The Studios at MASS MoCA expressed interest in the past to use additional studio spaces and there are other organizations also interested. Depending on market development, there is always the possibility of someday converting the school building into residential lofts.

IT IS CRITICAL TO POINT OUT THAT 100% OF THE FOUNDATION'S INCOME FROM THE SCHOOL BUILDING WILL BE USED OR ESCROWED TO MAINTAIN, OPERATE AND PRESERVE THE HISTORIC BUILDINGS USED BY THE BERKSHIRE ART MUSEUM. NO ONE IS PROFITING FROM THIS PURCHASE; THE PURPOSE IS TO MAKE GOOD USE OF THE HISTORIC PROPERTIES AND PRESERVE THEM FOR FUTURE GENERATIONS.

SINCE OTHER PROPOSED LARGE-SCALE CULTURAL PROJECTS SEEM TO BE DEAD, AN EXPANSION OF THE BERKSHIRE ART MUSEUM WILL STIMULATE CONTINUING GROWTH BY GIVING THE IMPRESSION THAT THE CITY IS SUPPORTIVE OF CREATIVE ACTIVITIES OUTSIDE THE MASS MOCA CAMPUS.

FOR EXAMPLE, THE FOUNDATION IS IN PRELIMINARY PARTNERSHIP TALKS WITH A MAJOR OUT-OF-TOWN INSTITUTION; ACQUISITION OF THIS PROPERTY WOULD ENHANCE THE PROPOSED JOINT GOALS, WHICH WILL ALSO ENHANCE THE CITY'S REPUTATION AS HOST TO IMPORTANT CULTURAL ORGANIZATIONS.

NOTRE DAME CHURCH BUILDING: It should be noted that the Foundation has saved two important and historic former churches. The Unitarian-Universalist church at 82 Summer Street was in eminent danger of collapse; it would not have survived one additional winter - bricks were exploding outward and during each rainstorm, several inches of rainwater was going into the structure. The previous owner refused to invest one penny into saving the building and the city had no interest in helping, so the Foundation's principals purchased it and immediately made repairs before the winter set in, thus preserving the historic structure. The First United Methodist

Church's tower had deep structural cracks and interior moisture issues. If a hard winter had enlarged those cracks, repairs would have been too costly resulting in it becoming another St. Francis situation, eventually leading to a partial or total demolition down the road. The Foundation is continuing to invest to address those substantial structural issues. In addition to this concern, an additional \$200,000 was invested by the Foundation for necessary exterior and interior repairs and to repurpose it for public arts use.

Both properties have been successfully operated as a museum and these efforts are helping to attract visitors to the Main Street area. In addition, the exterior of the Berkshire Art Museum has become a beautiful lawn and sculpture garden, which reflects positively upon the city.

The Foundation's principals have also rescued and repurposed several other important historic properties including the Beaver Mill, Eclipse Mill, Flatiron, 21-23 High Street Condominiums, and spearheaded the preservation of historic Eagle Street. All of these efforts have significantly helped the city.

Although some damage has resulted due to the city's lack of maintenance for the past two and half years, the Notre Dame church and school structures can still be saved. The initial proposed use of the Notre Dame building is for artist Eric Rudd to create an epic (robotic) collage-relief sculptural installation on the main level. Likely to be the largest collage artwork in the world, the surface area will be 40% larger than the Sistine Chapel. It is expected to take five years to complete although it could be open for viewing during the creation period. (The applicant invites the committee to view the artist's bio on www.EricRudd.com.)

Immediately upon transfer, deferred exterior maintenance issues will be addressed to prevent further deterioration, including roof and exterior masonry. Thereafter, the property will be repurposed for museum purposes and will be maintained in the same manner as with the Foundation's two other repurposed former churches, d/b/a Berkshire Art Museum. Colegrove Park Elementary School, which is located almost across the street, might benefit from these activities. For example, the Berkshire Art Museum has conducted a number of guided tours for camp and school groups in previous years, and these programs will continue to expand.

THIS IS NOT A SHORT-TERM VENTURE. The Foundation has plans and resources to preserve and use these properties for decades after the deaths of the principals, assuring that the historic properties and art operations continue to be an ongoing positive attraction for the city of North Adams.

It should be mentioned that funds going into the preservation and maintenance of the church building are gifts/donations - not an investment. There is no "return" to the Foundation. Since the preservation of this historic structure serves to bolster the city, it is more important to put resources into the preservation and maintenance of the buildings rather than pay a higher initial price and deplete funds for their long-term care. However, the city will receive benefits from the positive activities that the Foundation will establish.

SCHOOL BUILDING: The school building will immediately get a new roof, cleanout, updated emergency lighting/alarm and central boiler repairs, window repair/replacements, and then be used as art, innovation, and small business studios. BAM's Art and Innovation Studios @ Notre Dame will not be limited to fine artists; there are many people who need large affordable workspaces. Studios rented to businesses that are not part of BAM's own programs and mission will be able to pay normal real estate taxes (just as rental spaces at MASS MoCA are subject to city taxes). These activities would fit within the neighborhood. Furthermore, there is ample private parking without having any negative impact.

In a few years when the market is a bit stronger and if studio demand decreases, a Phase 2 option could be started, with the building divided into 12 live/work lofts, similar to the Eclipse Mill Lofts. This will require an investment of \$2 million and will take 2 to 3 years. These units will attract new residents who have resources to make a positive contribution to the growth of the city, just as the Eclipse Mill's 40 lofts initially brought 60 new residents and who currently pay taxes on approximately \$12 million in property assessments. In the meantime, the studio/innovation space rentals will be a vital activity for the city and could become permanent.

The applicant has the funding in hand to make immediate use of the properties.

Respectfully submitted,
Barbara and Eric Rudd Art Foundation

REQUEST FOR PROPOSALS NA-2020-011
Sale of Property and Reuse – Notre Dame Church and 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 125, Lots 55 and 56 in the City of North Adams:

Proposed price

\$ 32,850.

Thirty two thousand eight hundred fifty (32,850)
Repeat in words the total amount

Proposer's name BAYLBORN DINE & ERIC RUDD ART FOUNDATION
Contact person ERIC RUDD
Address 189 BEAVER ST
City, State ZIP NORTH ADAMS MA 01247
Telephone 413 664 9550
Email ericrudd@ericrudd.com

Signature

9.29.20
Date

REQUEST FOR PROPOSALS NA-2020-011
Sale of Property and Reuse – Notre Dame Church and School

Non-discrimination affidavit



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of Procurement

Project: Sale of Property and Reuse – Notre Dame
(Identified as Map 125, Lots 55 and 56)

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 BARBARA AND ERIC RUDD ADLT FOUNDATION
Address 189 BEAVER STREET
City, State ZIP NORTH ADAMS MA 01247
Telephone 413 664 9550
SSN or FID 460962726

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.

Signature

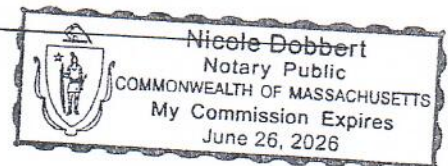
PRESIDENT
Title

On this 5 day of October, 2020, before me, the undersigned notary public, personally appeared Eric Rudd, proved to me through satisfactory evidence of identification, which was not DL, 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 5 day of October, 2020

Notary public

My commission expires



REQUEST FOR PROPOSALS NA-2020-011
Sale of Property and Reuse – Notre Dame Church and School

Non-collusion affidavit of prime proposer



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of Procurement

Project: Sale of Property and Reuse – Notre Dame
(Identified as Map 125, Lots 55 and 56)

Commonwealth of Massachusetts
County of Berkshire

BARBARA & ERIC R. VODD ART FOUNDATION, being first duly sworn
Bidder's name

(1) They are

ERIC R. VODD, PRESIDENT FOR
BARBARA & ERIC R. VODD ART FOUNDATION of 189 BEAVER ST, NORTH ADAMS, MA
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.

Signature

Title

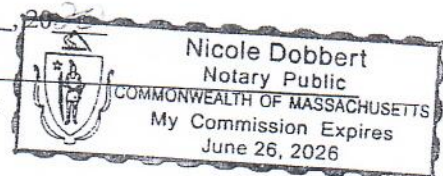
PRESIDENT

On this 5 day of October, 2020, before me, the undersigned notary public, personally appeared ERIC R. VODD, proved to me through satisfactory evidence of identification, which was MA DL, 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 5 day of October, 2020

Notary public

My commission expires



REQUEST FOR PROPOSALS NA-2020-011
Sale of Property and Reuse – Notre Dame Church and School

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

BALHADA AND ERIC RUDD AIT FOUNDATION

SSN or FID

460962726

Corporate officer signature

A handwritten signature in black ink, appearing to be "B. Balhada", is written over a horizontal line.

Date

9.24.20



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Thomas W. Bernard

Communication #	Subject	Date
63	Tax Classification Public Hearing	October 27, 2020

Honorable Members of the City Council
North Adams, Massachusetts

Dear Honorable Councilors:

Pursuant to the provisions of M.G.L. Chapter 59, §2A (b), I request that the North Adams City Council conduct a public tax classification hearing on Tuesday, November 10, 2020, at 7:30 p.m. in the Council Chamber.

The purpose of the hearing will be to consider the percentages of the local tax levy to be allocated to each class of real estate and personal property within the City of North Adams for Fiscal Year 2021.

Respectfully submitted,

Thomas W. Bernard
Mayor



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Assessor

October 27, 2020

To: Mayor Bernard

From: Ross Vivori, Assessor

Re: Fiscal Year 2021 Tax Classification Hearing

The state Commissioner of Revenue has determined that the locally assessed values of real and personal property in North Adams represent full and fair cash valuation as of January 1, 2020, for fiscal year 2021, and that these proposed property assessments satisfy the minimum requirements for certification.

The Commissioner further certifies that all real property has been classified according to its use as of January 1, 2020 as required by Chapter 59, § 2A (b).

The community must now hold a public hearing on the issue of selecting a residential factor, which will determine the percentages of the tax obligation allocated to each class of property for fiscal year 2021.

As in prior years, the members of the Board of Assessors request that you promote public understanding and discussion of the options available to the City with regard to allocating the tax obligation among major property classes. The City Council, with the approval of the mayor, may elect a factor greater than the minimum residential factor, or a factor of "1" which will result in a uniform allocation of the tax burden among all classes of property. In addition, they have options to grant an open space discount, residential exemption, and small commercial exemption.

Based on the above, I respectfully request that you submit a communication to the City Council at their October 27, 2020, meeting requesting that a tax classification hearing be held during the November 10, 2020, City Council meeting.



Office of the City Council City of North Adams

10 Main Street Room 104
North Adams, Massachusetts 01247
(413) 662-3000, Ext. 1

October 21, 2020

Dear North Adams City Councilors,

This communication is written on behalf of residents of North Adams and the advocacy group Berkshire Voters for Animals. These citizens have concerns regarding puppy mills in pet stores and request changes in our city ordinance to stop sales of dogs, cats and rabbits in retail stores, unless they are obtained from an animal shelter or rescue organizations. The change in ordinance serves to protect our community with enhanced public health, consumer protection, and the deterrence of animal abuse.

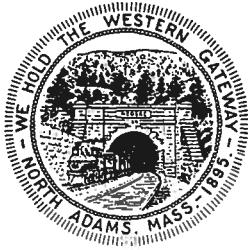
Throughout the last month I've had the pleasure to speak with Leslie Luppino, co-founder of Berkshire Voters for Animals who has been a wealth of information on this issue, she will forward additional data to you shortly. I would request the Council allow her to speak on this issue and answer any questions or concerns Councilors may have during our October 27th meeting.

Attached you will find a proposed ordinance change which I suggest be assessed through our Public Safety Committee.

Thank you for your time.

Sincerely,

Councilor Harpin



City of North Adams

In City Council

October 27, 2020

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

that in Chapter 27 entitled “Dog Regulations” a new Section 27-12 be added entitled “Prohibition on the Sale of Dogs, Cats, or Rabbits by Pet Shops” which reads as follows:

(a) Definitions.

(1) “Pet shop” shall have the meaning provided in section 1 of chapter 129 of the Massachusetts General Laws. A public animal control agency or shelter or an animal rescue group shall not be considered a pet shop for purposes of this Section. A public animal control agency or shelter, or an animal rescue organization, as defined, shall not be considered a pet shop for purposes of this Section.

(2) “Sell” means to exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer animals.

(3) “Offer for sale” means to advertise or otherwise proffer a dog, cat, or rabbit for acceptance by another person.

(4) “Public animal control agency or shelter” means a facility operated by any locality, for the purpose of impounding seized, stray, homeless, abandoned, unwanted, or surrendered animals, or a facility operated for the same purposes under a written contract with the City or any other locality.

(5) Animal rescue organization means a not-for-profit organization that has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, and registered with the Massachusetts Department of Agricultural Resources, if required, whose mission and practice is, in whole or in significant part, the rescue and placement of dogs or cats into permanent homes, and that does not breed animals nor obtain animal in exchange for payment or compensation from any person that breeds or brokers animals.

(6) “Person” means an individual, corporation, partnership, association, or any other legal entity.

(7) “Dog” means any member of the species *Canis familiaris*.

(8) "Cat" means any member of the species *Felis catus*.

(9) "Rabbit" means any member of the species *Oryctolagus cuniculus domesticus*.

(b) Sale of dogs, cats or rabbits prohibited.

(1) It shall be unlawful for a pet shop to sell or offer for sale a dog, cat, or rabbit.

(2) A pet shop may provide space for the display of dogs, cats or rabbits available for adoption only if:

(i) such animals are displayed and made available for adoption by either: a public animal control agency or shelter or an animal rescue organization, as defined, and

(ii) each pet shop shall maintain records sufficient to document the source of each dog, cat, or rabbit the pet shop displays, for at least one year following the date of acquisition. Such records shall be made available, immediately upon request, to any animal control officer or any duly appointed officer or representative of the city.

(3) No person shall sell, exchange, trade, barter, lease, or display for a commercial purpose any dog, cat, or rabbit on or in any street, public grounds, commercial or retail parking lot, flea market, or other market, regardless of whether such access is authorized by the property owner, except for a dog, cat, or rabbit displayed:

(i) By a public animal control agency, shelter, or animal rescue organization; or

(ii) As part of a state or county fair exhibition, 4-H program, or similar exhibitions or educational programs.

(c) Penalties.

(1) In addition to any other penalty provided by law, any pet shop that makes a sale or offer for sale of a dog, cat, or rabbit in violation of subsection (c)(1) shall be fined \$500. Each unlawful sale or offer for sale shall constitute a separate violation. Any animal being offered for sale, transfer, or displayed in violation of these sections may be seized or impounded by the animal control officer or any duly appointed officer or representative of the city. In cases where the enforcing officer determines that failure to seize or impound will be detrimental to the safety and/or health of the animal, the animal shall be seized

(2) In addition to any other penalty provided by law, a pet shop that makes a provision of space knowingly and in violation of subsection (c)(2) shall be fined \$500. Each unlawful provision of space shall constitute a separate violation.

(d) **Severability.**

[Section 27-11 provides for general severability of provisions contained within the Chapter on Dog Regulations of the Code of the City of North Adams].

(e) **Effective date.**

The provisions of these section shall be effective thirty days after passage.