



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

February 21, 2019

City Council President Linda Morad
Honorable Members of the City Council
133 William Street
New Bedford, MA 02740

CITY CLERKS OFFICE
NEW BEDFORD, MA
2019 FEB 21 A 10:47
CITY CLERK

Dear Council President Morad and Honorable Members of the City Council:

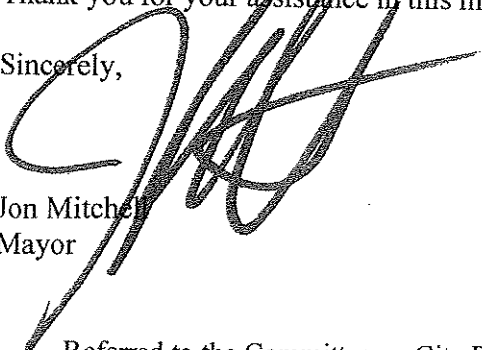
Last September, the City issued an RFP for the purchase of land in the vicinity of the proposed public safety facility at Ruth and Salisbury Streets and Brock Avenue. The acquisition of a neighboring site is necessary to ensure safe movement of public safety vehicles through the new facility. In addition, the neighboring site will provide sufficient onsite parking for the new facility and will make the assignment of operations to the former rectory viable.

The City received one response to its RFP, a copy of which is attached. The property identified in the response is 45 Salisbury Street, and the respondent listed a sales price of \$495,000. In subsequent conversations, and following an inspection of the property, the respondent agreed to sell the property for a reduced price of \$350,000.

The property is in an excellent location, and its inclusion in the facility's site plan is an important element in the project's viability. I therefore respectfully request that you review the attached RFP response and consider acquisition of the property.

Thank you for your assistance in this matter.

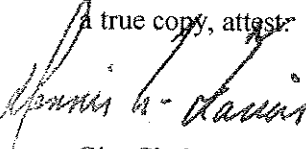
Sincerely,


Jon Mitchell
Mayor

Referred to the Committee on City Property.

IN CITY COUNCIL, February 28, 2019
Dennis W. Farias, City Clerk

A true copy, attest:


City Clerk

CITY OF NEW BEDFORD

**Request for Proposals for the
Purchase of Real Property
At Ruth and Salisbury Streets
And Brock Avenue**

RFP # 19151087

INTRODUCTION

The City of New Bedford, hereinafter referred to as the "City" for the purpose of this Request for Proposal (RFP), seeks to purchase a parcel or parcels of land, with or without buildings thereon, within the City limits, in the vicinity of the proposed south end public safety facility at Ruth and Salisbury Streets and Brock Avenue. The City has determined that this purchase is subject to Massachusetts General Law, Chapter 30B, and has issued this RFP for soliciting proposals from property owners.

Notice of this RFP is published in the Central Register, which is a weekly publication of the Office of the Secretary of State, and in the Standard Times, which is a newspaper with a circulation sufficient to inform the people of the affected locality. Additionally, this RFP is posted on the City's website www.newbedford-ma.gov.

The New Bedford City Council must authorize the purchase of the real property selected under this RFP and appropriate funds therefore. Any purchase and sales agreement entered into pursuant to this RFP will be subject to City Council's authorization of the purchase and appropriation of the purchase money funds.

The successful property owner must be prepared to enter into a purchase and sale agreement within forty-five (45) days from the selection of the successful proposer substantially in the form of the Purchase and Sale Agreement attached hereto as Exhibit A. City may extend the date for execution of the Purchase and Sale Agreement for 90 days after initial 45 days to accommodate its processing schedules. The closing will occur subsequent to the appropriation of funds at a City Council meeting to be held after selection of a proposal and within one year (365 days) after date of selection.

INSTRUCTIONS TO PROPOSERS

Failure to submit required forms may result in the rejection of the proposal. City reserves the right to waive any informality in the proposal or any details contained therein that do not exactly comply with the terms of this RFP.

- All proposals must be signed by the owner of the property, enclosed in an envelope that is sealed and plainly marked on the outside "City of New Bedford Purchase of Real Property"
- A proposal must be signed as follows:
 1. If the proposer is an individual, by him/her personally, or
 2. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner, or
 3. If the proposer is a corporation, by the president/vice-president and the treasurer/assistant treasurer or any other authorized officer, whose signature must be attested to by the clerk/secretary of the corporation and the corporate seal affixed (see Attachment E).
 4. If an LLC, by the managing partner authorized to transact in real property.

to, and adequacy of, public utilities; compatibility with existing land uses on surrounding parcels; characteristics of any building(s) and other improvements on the property, and whether it/they would have to be demolished or would be used; cost of development for the intended use; and such other characteristics as it deems advisable depending on the particular property being addressed.

At a minimum, the property must satisfy the following criteria:

- The property must be located within City limits, south of Ruth Street, west of Salisbury Street, and east of Brock Avenue;
- There is no minimum lot size or frontage requirement;
- The proposal must include a copy of the latest deed for the property; a site plan or survey of the property should be included, if available;
- If there are any easements, right-of-way privileges, restrictions or liens encumbering the property, they must be clearly stated on the Information Form or an attachment thereto.
- Subdivision of larger parcels is acceptable and will be considered on par with stand alone parcels. All zoning categories- business, industrial, residential - will be considered and are acceptable.
- Proposed property may be a single parcel or contiguous parcels.

The city retains the right to waive, retain, adjust, modify, enforce, or not enforce any criteria stated herein as it sees fit in the best interest of the City of New Bedford.

SUBMISSION REQUIREMENTS

The Purchasing Department, City Hall, 133 William Street, Rm. 208, New Bedford, MA 02740 must receive five (5) complete printed copies of each proposal, with all attachments, on or before the submission deadline of October 5, 2018 1:00 PM. at the City of New Bedford Purchasing Department, City Hall, 133 William Street, Room 208, New Bedford, MA at which time and place the proposals will be opened. All proposals must be labeled "City of New Bedford Purchase of Real Property" and be mailed or hand delivered to the following address:

City of New Bedford Purchasing Department
Attn: Susan Bruce
City Hall
133 William Street, Rm. 208
New Bedford, MA 02740

- Absent exigent circumstances beyond proposer's control, proposals received by the City later than the Submission Deadline will be deemed non-responsive and will be rejected. (Any acceptance would be subject to Inspector General approval)
- All proposals will be date/time stamped as they are received and the City's date/time stamp will be controlling. No proposals will be accepted after submission deadline. Late delivery of materials due to any type of delivery system may be cause for rejection.

All proposers are responsible for checking the City's website for any addenda and/or modifications that are subsequently made to this RFP or the attachments.

The City accepts no liability for and will provide no accommodations to proposers who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Proposers may contact the City Purchasing Agent in the event this RFP is incomplete or the proposer is having trouble obtaining any part of the RFP electronically through the City's website, including, and without limitation, the proposal form and attachments.

Proposers with disabilities or hardships that seek reasonable accommodations, which may include the receipt of RFP information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing and accommodation will be made by agreement.

All questions or inquiries concerning this RFP must be made in via email to Susan Bruce, Director of Purchasing at susan.bruce@newbedford-ma.gov. **All inquiries received by 1:00 p.m. on September 19, 2018 will be considered.** Questions may be delivered, mailed, or emailed. Written responses will be emailed to all applicants on record as having received this RFP. All answers to questions/inquiries will also be posted on the City website.

EVALUATION CRITERIA

Evaluation of proposals will be based upon information provided in the proposals, obtained on site visits and from other generally available and verifiable information. The City reserves the right to request clarification of proposal terms or additional information after the Submission Deadline.

Proposals will be evaluated based upon minimum and comparative criteria. Depending on the terms of the particular proposal, the City may offer to purchase the property from the proposer who submits the most advantageous proposal based on consideration of the specified minimum and comparative criteria, and the price.

Minimum Criteria: Each proposal must meet all of the following criteria in order to be considered for further evaluation:

- ☐ Proposer must have good clear record and marketable title and be able to transfer same to the City.
- ☐ Proposer must submit all required forms properly completed and executed.
- ☐ Proposer must submit all required explanations and documentation required herein.
- ☐ Proposer must meet all the material and mandatory terms and conditions of the form Purchase & Sale Agreement incorporated herein and attached hereto as Exhibit A and any of its reiterations.

Proposals that do not meet the Minimum Criteria may be judged non-responsive and, in

Unacceptable: There are right-of-ways or easements either over or under, or restrictions affecting, the property that prohibit the use of the property for the City's intended use.

PROXIMITY TO 890 BROCK AVENUE

Highly Advantageous: Directly abutting on Salisbury Street

Advantageous: Directly abutting on Ruth Street

Not Advantageous: Not directly abutting

Unacceptable: Not in the vicinity of 890 Brock Avenue

EVALUATION AND SELECTION PROCESS

The City may conduct site visits of properties offered for sale pursuant to this RFP. The proposer agrees to provide access to the City and its consultants, contractors, agents and representatives to the entire property during the site visit(s) and have someone present with knowledge of the site conditions to answer questions. The City in the selection process will consider information obtained from site visits.

The City, through its evaluation committee, will evaluate proposals in accordance with the evaluation criteria set forth in this RFP and will select the proposal most advantageous to the City, taking into consideration the evaluation criteria and the price.

Any purchase and sales agreement entered into pursuant to this RFP will be subject to City Council authorization and appropriation.

TERMS OF PURCHASE

The Purchase and Sale Agreement to be executed between the City and the successful proposer shall be substantially in the form of the Purchase and Sale Agreement attached hereto as Exhibit A, and shall include, at a minimum, the following mandatory terms:

- No down payment will be made upon execution of the Purchase and Sale Agreement. The City will pay the entire purchase price, at closing, subject to customary and usual adjustments.
- The City does not have a real estate broker representing it, and the seller must agree to defend, indemnify the City against and hold the City harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the City by any broker in connection with this transaction.

5. The City finds undisclosed hazardous waste or hazardous materials on the property.
6. The City fails to comply with the provisions of G.L. c. 30B (the Uniform Procurement Act) for acquisition of real property.
7. The property is damaged or destroyed by fire, vandalism or other casualty, or all or part of the property is taken by eminent domain by any entity.
8. The seller fails to waive relocation benefits under G.L. c.79A and 760 CMR 27.03 for itself and all other tenants or other occupants of the property.
9. The City fails to obtain the proper zoning and regulatory approvals to the extent necessary to use and operate the property for the City's intended purposes.

**PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD**

ATTACHMENT A

INFORMATION FORM *Page 2 of 2*

- h. Is the property bounded by survey monuments?

- i. Include a Site Plan or Survey Plan of the property, if available.

- j. List Current Owner(s) name(s), address, preferred phone contact number, and email:

- k. List any liens or mortgages of record, including Registry Book and Page references:

(Note: This form must be included in the proposal submission)

**PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD
ATTACHMENT C (1)**

CERTIFICATE OF NON-COLLUSION

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

Signature: _____

Print Name & Title: _____

Date: _____

(Note: This form must be included in the proposal submission)

**PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD
ATTACHMENT D**

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, § 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction:
City of New Bedford
(Name of jurisdiction)
2. Complete legal description of the property:
3. Type of transaction: Sale
4. Seller(s):

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

Name

Address

**PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD**

ATTACHMENT E

CERTIFICATE OF CORPORATE VOTE

At a duly authorized meeting, held on _____ the Board of Directors
of the _____ it was VOTED, THAT

Name

Title/Office

of _____ be, and hereby is, authorized to execute
contracts and bonds in the name, and on behalf of, said _____,
and affix its corporate seal hereto; and such execution of any contract or obligation in the
name of _____ on its behalf by such officer under seal of
_____, shall be valid and binding upon.

I hereby certify that I am the clerk of the above named _____
and that _____ is the duly elected officer as above
of said _____, and that the above vote has not been

_____ amended or
_____ rescinded and
_____ remains in
full force and effect as of the date of this contract.

(Clerk)

(Date)

(Note: This form must be included in the proposal submission)

EXHIBIT A
(SAMPLE)
PURCHASE AND SALE AGREEMENT
(COMMERCIAL PROPERTY)

This Agreement is dated as of the _____ day of _____ 2018.

1. **PARTIES.** _____ a
Massachusetts _____, having a principal office address of
_____ (hereinafter called the **SELLER**), agrees to sell, and
the **CITY OF NEW BEDFORD**, a Municipal Corporation in the Commonwealth of
Massachusetts, acting by and through its Mayor, with offices at 133 William Street, New Bedford,
Massachusetts, 02740 (hereinafter called the **BUYER**), agrees to buy, upon the terms hereinafter
set forth, the Premises as defined below.
2. **DESCRIPTION.** The land, with all buildings, structures and improvements thereon
located at _____, **New Bedford, Bristol County, Massachusetts**
_____ (New Bedford Assessors Map ___, Lot ___, as more particularly described in a
deed dated _____ and recorded in the Bristol County (S.D.) Registry of Deeds in Book
_____, Page _____, containing _____ S.F. and being shown as LOT _____
on Plan Book _____, Page _____, copies of which are attached hereto as **Exhibit "A"** and
incorporated herein by reference. (hereinafter called the "PREMISES").
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.** Included in the sale
as a part of the Premises are the buildings, structures, and improvements thereon and used in
connection therewith. Excepting the personal property of the **BUYER** as set forth on **Exhibit "C"**
attached hereto and incorporated herein by reference.
4. **TITLE DEED.** The Premises are to be conveyed by a good and sufficient quitclaim deed
running to the **BUYER** or to the nominee designated by the **BUYER** by written notice to
SELLER at least seven (7) days before the deed is to be delivered as herein provided, which deed
shall convey a good and clear record, marketable and insurable 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;
 - (c) Any liens for municipal betterments assessed after the date of this Agreement; and
 - (d) All easements, restrictions and reservations of record to the extent the same do not interfere
with the proposed use of the Premises as a Public Safety facility.
5. **PLANS.** If the deed refers to a plan necessary to be recorded therewith, **SELLER** shall
deliver such plan with the deed in form adequate for recording or registration.

13. **USE OF PURCHASE MONEY TO CLEAR TITLE.** To enable **SELLER** to make conveyance as herein provided or to cause the condition of the Premises to conform to the provisions hereof, **SELLER** shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests or to cause the condition of the Premises to conform to the provisions hereof, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or within a reasonable time thereafter in accordance with local customs.
14. **INSURANCE.** Until the delivery of the deed, **SELLER** shall continue to maintain the insurance that is currently in effect with respect to the Premises.
15. **RISK OF LOSS.** Notwithstanding anything to the contrary contained within this Agreement, in the event of a fire or other casualty (occurring anytime after the date of this Agreement) causing damage to the premises, then, at the sole and absolute option of the **BUYER**, he may cancel this Agreement, without recourse to the parties, at which time the same shall become null and void, and, all deposits held hereunder shall be returned to the **BUYER**.
16. **ADJUSTMENTS.** Real estate taxes, outstanding water and sewer charges, fuel value and other items shall be apportioned as of the day of performance of this Agreement, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by **BUYER** at the time of delivery of the deed. Taxes for the then current fiscal year shall be adjusted in accordance with M.G.L. c. 59, § 72A. Any taxes paid by **SELLER** prior to the closing shall not be refunded. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.
17. **BROKERAGE WARRANTY.** The parties hereby agree that no real estate brokers are involved in this transaction and both parties hereby agree to indemnify and save harmless the other party from and against all claims for commissions, broker's fees/finder's fees made by any person actually retained by such party or with whom such party has dealt in connection with said property or this transaction. The provisions of this paragraph shall survive delivery of the deed.
18. **DEPOSIT.** The Deposit shall be held in escrow by the **BUYER**, (as "Escrow Agent") subject to the terms and conditions of this Agreement and shall be duly accounted for on the Closing Date. If any dispute arises between the parties as to whether or not the Escrow Agent is obligated to deliver the deposit, the Escrow Agent is not obligated to make any delivery, but may hold the funds until receipt of a written authorization signed by all persons having an interest in the dispute, directing the disposition of the funds. In the absence of a written authorization, the Escrow Agent may hold the funds until the rights of the parties have been finally determined in an appropriate proceeding from a court of competent jurisdiction.
19. **TITLE STANDARDS.** Any matter of practice arising under or relating to this Agreement which is the subject of a practice standard of the Real Estate Bar Association for Massachusetts shall be governed by such standard to the extent possible. Any title matter which is the subject of a title standard of the Real Estate Bar Association for Massachusetts at the time of the delivery of the deed shall be governed by said title standard to the extent applicable.
20. **BUYER DEFAULT, DAMAGES** The parties have agreed that in the event of default by

further effect between the parties. Nothing herein shall affect **BUYER'S** rights under this agreement to walk through and inspect the premises at any time prior to the delivery of the deed.

If the results of any such test or **BUYER'S** other engineering, architectural or other examinations concerning the property are unsatisfactory to **BUYER**, in **BUYER'S** sole and absolute discretion, then **BUYER** may terminate this Agreement by providing written notice of such unsatisfactory results to the **SELLER**, by _____ 2018, whereupon this Agreement shall be terminated without further recourse to either party and the deposit shall be forthwith refunded to the **BUYER**.

23. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY.** If **SELLER** or **BUYER** execute this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither **SELLER** nor **BUYER** so executing, nor any trustee, shareholder or beneficiary of any trust, partner of any partnership or member of any limited liability corporation shall be personally liable for any obligation, expressed or implied, hereunder.

24. **OTHER WARRANTIES AND REPRESENTATIONS.** **BUYER** and **SELLER** agree that they have incorporated in this Agreement their entire understanding and that no oral statement or prior written statement made by either of them or by any other person extrinsic to this Agreement shall have any force or effect. **BUYER** agrees that **BUYER** is not relying on any representations, oral or written, concerning the age, condition, workmanship or suitability of the Premises or any part thereof for any purposes made by any person, other than those representations expressly set forth in this Agreement or in other documents expressly made a part hereof.

25. **CONSTRUCTION OF AGREEMENT.** This instrument, executed in triplicate 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 heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both **SELLER** and **BUYER**. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

26. **NOTICES.** All notices and other communications or deliveries that are required or permitted to be given hereunder shall be given in writing, by facsimile transmission with a copy following in the United States mail, or be registered or certified mail, return receipt requested, or by generally recognized overnight delivery, or by hand and if intended for **BUYER**, addressed to them at the address set forth above:

With a copy to:

City of New Bedford
Office of the City Solicitor
133 William Street
New Bedford, MA 02740

If intended for **SELLER**, addressed to it at the address set forth above, or to such other address established by like notice.

is hereby superseded and made void and without recourse to the parties hereto.

30. **LEGAL COUNSEL.** **BUYER** and **SELLER** acknowledge that they have each been advised of the importance of seeking legal advice prior to signing this Agreement, and each acknowledges that they have been afforded the opportunity to confer with legal counsel of their choice prior to signing this Purchase and Sale Agreement.

31. **WARRANTIES AND REPRESENTATIONS.** In order to induce **BUYER** to enter into this Agreement, **SELLER** warrants and represents to **BUYER**, effective as of the date of this Agreement and also effective as of the date of closing, that:

- (a) There are no lawsuits, actions or proceedings pending or threatened in writing against or affecting the Premises.
- (b) There are no outstanding violations of any environmental, building, health or other applicable local, state or federal laws, rules, ordinances, regulations, permits and requirements of public authorities having jurisdiction over the Premises, or any state of facts that could ripen into any such violations;
- (c) No work has been performed on the Premises which would give rise to the filing of a mechanic's lien, nor will there be any such lien filed against the Premises for work performed or goods or services provided to, on behalf of or with the consent of **SELLER** between the date hereof and the closing date;
- (d) To the best of **SELLER'S** knowledge, **SELLER** holds good and clear, record and marketable title to the Premises in fee simple, and **SELLER** has not granted any options, rights of first refusal, or other contracts have been granted or entered into which give any other party a right to purchase or acquire any interest in the Premises;
- (e) **SELLER** has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
- (f) **SELLER** has no present knowledge of and will disclose and deliver all received written notices of, any planned or threatened condemnation or eminent domain proceedings with respect to the Premises;
- (g) This Agreement has been duly authorized by all requisite action is not in contravention of any law or organizational documents and this Agreement has been duly executed by a duly authorized officer of **SELLER**;
- (h) To the best of **SELLER'S** knowledge, **SELLER'S** execution of this Agreement does not violate any other contracts, Agreements, or any other arrangements of any nature whatsoever that **SELLER** has with third parties.
- (i) To the best of **SELLER'S** knowledge, information and belief, (i) **SELLER** has not received

shall survive delivery of the Deed.

37. **HAZARDOUS MATERIALS.** SELLER shall provide BUYER with information of any past or current release or threat of release, or the presence of "hazardous materials" and "oil" on the Premises, as such terms are defined in G.L. c. 21E, and copies of all environmental tests, studies, and assessments relating to the Premises and copies of all notices of noncompliance or responsibility received from the Department of Environmental Protection or any other federal, state, or local governmental body. The provisions of this paragraph shall survive the delivery of the deed.

38. **CONTINGENCIES.** BUYER'S performance hereunder is, at BUYER'S option, expressly subject to the following conditions:

- (a) BUYER obtaining a favorable vote of City Council in the City of New Bedford authorizing the BUYER to acquire the premises for the consideration stated herein and upon the terms set forth in this offer and authorizing the appropriation of sufficient funds for that purpose;
- (b) BUYER shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property;
- (c) SELLER shall have complied with the disclosure provisions of G.L. c.7C, §38, and SELLER and BUYER agree to diligently pursue full compliance with said statute. SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7C, §38;
- (d) SELLER shall have obtained written waivers of any right to claim relocation benefits under the provisions of G.L. c.79A and 760 CMR 27.03 from all occupants of the Premises and SELLER shall represent and warrant in writing at closing that all such waivers have been provided as to all occupants. SELLER hereby agrees to waive any rights SELLER may have to relocation benefits under the provisions of M.G.L. c. 79A; Furthermore, SELLER shall defend, indemnify and hold BUYER harmless as to any claim for relocation benefits or payments brought against BUYER by any former or present occupant (or future occupant between now and the Closing Date) of the Premises and pay any costs incurred by BUYER resulting from any such claim. The provisions of this paragraph are expressly agreed to survive the delivery of the deed;
- (e) BUYER shall have inspected the Premises and SELLER'S title to the Premises and be satisfied with the condition thereof, in its sole and absolute discretion; and
- (f) Any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by BUYER.

Provided, however, that if any of the foregoing conditions are not satisfied by _____ 2018, BUYER shall have the option of extending the closing date until such conditions are satisfied, and further provided that the closing date shall not be extended beyond _____ 2018, provided that BUYER shall give SELLER days written notice of

THIS AGREEMENT IS EXECUTED AS A SEALED INSTRUMENT AS OF THE DAY AND
DATE SET FORTH ABOVE.

SELLER:

Witness

Witness

BUYER:

City of New Bedford acting by and through its Mayor,

Witness

Jonathan F. Mitchell, Mayor

ESCROW AGENT:

Approved as to form:

By:

Mikaela A. McDermott
City Solicitor

Additional information

Page 12 , Question f

The building started off as a school and currently the basement is being used as a church.

Oil tank was removed by Fank Corporation on the South side of the building.

**PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD**

h. Is the property bounded by survey monuments?

i. Include a Site Plan or Survey Plan of the property, if available.

j. List Current Owner(s) name(s), address, preferred phone contact number, and email:

Michael A Downing
44 S. John St.
S. Dartmouth, MA
02748
DowningM@aol.com
508-725-1816

Manuela S. Downing
44 S. John St.
S. Dartmouth, MA 02748
DowningM@aol.com
774-634-9536

k. List any liens or mortgages of record, including Registry Book and Page references:

Bank Five

Book 161

Page 25

(Note: This form must be included in the proposal submission)

PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD
ATTACHMENT C (1)

CERTIFICATE OF NON-COLLUSION

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

Signature: Michael A Downing

Print Name & Title: Michael A Downing Co-owner

Date: 9/28/18

PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD
ATTACHMENT C (1)

CERTIFICATE OF TAX
COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I

Michael A Downing, authorized signatory for Michael A Downing
Name of individual *Name of owner*

Do hereby certify under the pains and penalties of perjury that said owner has complied with all laws of the Commonwealth of Massachusetts, and the City of New Bedford, relating to taxes, permit or other fees, reporting of employees and contractors, and withholding and remitting child support.

Michael A Downing

9/28/18

Signature

Date

(Note: This form must be included in the proposal submission)

PROPOSAL TO SELL REAL PROPERTY TO
THE CITY OF NEW BEDFORD
ATTACHMENT D

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, § 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction:
City of New Bedford
(Name of jurisdiction)
2. Complete legal description of the property:
SEE copy of deed attached
3. Type of transaction: Sale
4. Seller(s): Michael A & Manuel S. Dunning
Purchaser(s): City of New Bedford
5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: *If a corporation has, or will have a direct, or indirect beneficial interest in the real property, the names of all stock holders must also be listed except that, if the stock of the corporation is for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.*

Name

Address

Michael A Dunning
Manuel S Dunning

445 John St S. Dartmouth, MA 02748
445 John St S. Dartmouth, MA 02748

QUITCLAIM DEED

THE ROMAN CATHOLIC BISHOP OF FALL RIVER, a Corporation Sole, of Fall River, Bristol County, Massachusetts, for consideration paid and in consideration of ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$116,500.00) DOLLARS grants to MICHAEL A. DOWNING AND MANUELA S. DOWNING, husband and wife, as tenants by the entirety, of 10 Roosevelt Street, New Bedford, MA, 02740, with QUITCLAIM COVENANTS

A certain tract or parcel of land with the buildings and improvements thereon, if any, located on the westerly side of Salisbury Street in the City of New Bedford, County of Bristol, Commonwealth of Massachusetts, being further described as follows:

Beginning at a drill hole in the westerly line of Salisbury Street at the northeasterly corner of the lot to be described; thence running South 80° 00' 00" West, 89.92 feet to a spike at a corner; thence turning and running South 10° 00' 00" East by Lot 2 on plan of land hereinafter described, 79.00 feet to a corner; thence turning and running South 80° 00' 00" West by said last-named land, 11.65 feet to a corner; thence running South 10° 00' 00" East by said last-named land, 82.00 feet to a stone bound; thence turning and running North 80° 00' 00" East by land now or formerly of Manuel A. Jovel et al, 101.66 feet to Salisbury Street; thence running Northerly by said Salisbury Street, 162 feet to the point of beginning.

Containing 15,484 square feet of land, more or less.

Being designated as LOT 1 on Plan of Land prepared for The Roman Catholic Bishop of Fall River dated January 9, 2007, Scale: 1" = 20', said plan to be recorded herewith at the Bristol County South District Registry of Deeds. SEE PLAN BOOK 161, Page 25.

For source of title see deeds recorded with the said Registry of Deeds in Book 338, Page 518; Book 338, Page 314; Book 338, Page 312; and Book 295, Page 119.

Property Address: 45 Salisbury Street, New Bedford, MA, 02740

This conveyance does not constitute all or substantially all of the assets of the said corporation.

IN WITNESS WHEREOF, the said Roman Catholic Bishop of Fall River, a Corporation Sole, has caused its seal to be hereto affixed and these presents to be signed in its name and behalf by George W. Coleman its Incumbent Bishop this 4th day of June, 2007.

THE ROMAN CATHOLIC BISHOP OF
FALL RIVER, a Corporation Sole

By: George W. Coleman

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS.

On this 4th day of June, 2007, before me, the undersigned notary public/justice of the peace, personally appeared George W. Coleman as Incumbent Bishop for the Roman Catholic Bishop of Fall River, a Corporation Sole, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its

45 Salisbury St
NB

SEE DEEDS
RECORDED
IN
BOSTON
MA
JUNE 11 2007