



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

OFFICE OF THE CITY CLERK
NEW BEDFORD, MA

2022 FEB 17 PH 3:05

CITY CLERK

February 17, 2022

City Council President Ian A. Abreu and
Honorable Members of the City Council
City Hall, 133 William Street
New Bedford, Massachusetts 02740

Re: Armory Purchase & Sale Agreement

Dear President Abreu and Members of the Council:

I submit for your consideration a purchase and sale agreement between the City and the Commonwealth of Massachusetts for the sale of the New Bedford Armory building at 989 Pleasant Street. Thanks to legislation enacted in 2011, the City can exercise a "right of first refusal" to purchase the building by declaring its interest in purchasing the building and entering into negotiations. In the interest of trying to save the Armory from eventual demolition, I chose to affirm the City's interest in exercising our option to purchase if certain conditions were met. The attached agreement is the result of a months-long process during which we negotiated a nominal purchase price of \$10.00. In exchange, the Commonwealth agreed to replace the armory's roof and associated structural components at the cost of over \$3.3 million. This rehabilitation will prevent further deterioration of the armory from severe water infiltration and allow us to carry the building until its successful disposition for a modest sum of about \$5,000 per year. I also believe this substantial up-front investment by the state will make the building a more attractive prospect for developers.

As you know, our armory building is one of the most significant and endangered historic buildings in New Bedford, having suffered decades of neglect and decay since it was declared surplus property in 2004. Its significance derives not only from its architectural interest, but also from its role in housing numerous reserve units comprised of New Bedford residents who served—and in some cases died—in every American war since World War I. In recent years the roof and associated structural members have deteriorated to a point of endangering the building's viability even further, putting it on a path to demolition. I believe this would have been an unacceptable outcome, and after the state's most recent unsuccessful attempt at disposition, we began to explore the purchase option, with the non-negotiable prerequisite that the state would replace the roof and make other necessary structural repairs. DCAMM was able to secure the necessary funds and the project is already permitted, with preliminary environmental remediation work underway.

Clearly the only realistic chance to save this historic treasure from the wrecking ball is to get it in the hands of a responsible private developer with the wherewithal to devise a viable rehabilitation and reuse plan. Given New Bedford's real estate market conditions and the astronomical cost of construction in our region, such a solution has proven elusive thus far.

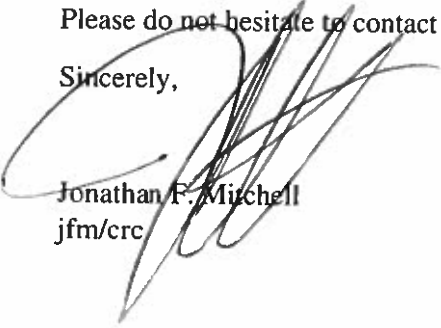
In 2019 the Commonwealth released a Request for Proposals which resulted in one qualified response from an experienced real estate developer, which was ultimately withdrawn due to funding challenges. While there is no guarantee of a different outcome if and when the City undertakes a disposition, I believe the

combination of the \$3.3 million state investment, a more favorable funding environment, and an evolving real estate market in the armory neighborhood may converge to give us our best chance since the building was decommissioned to get it back into productive use.

I respectfully request that the City Council, through the Committee on Property, consider and act favorably upon the attached documents, which include (1) an Order authorizing the mayor to execute the purchase and sale agreement and accept a deed for the property on behalf of the City, and (2) the purchase and sale agreement with associated exhibits.

Please do not hesitate to contact my office with any questions. Thank you for your consideration.

Sincerely,

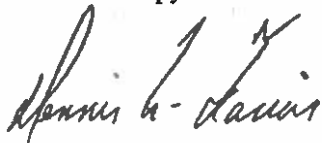


Jonathan F. Mitchell
jfm/crc

IN CITY COUNCIL, February 24, 2022

Referred to the Committee on City Property – Yeas 10, Nays 0. Dennis W. Farias, City Clerk

a true copy attest:



Dennis W. Farias
City Clerk

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into by and between Seller and Buyer on the following terms and conditions:

1. REFERENCE DATA

DATE OF AGREEMENT: _____, 2022

SELLER or DCAMM: COMMONWEALTH OF MASSACHUSETTS
("Commonwealth"), acting by
and through its Division of Capital Asset Management
and Maintenance ("DCAMM")
One Ashburton Place, 15th Floor
Boston, Massachusetts, 02108

TEL NO: (857) 204-1588
FAX NO: (617) 727-5363
EMAIL: Thatiana.Gibson@mass.gov

ATTENTION: Thatiana Gibson, Project Manager

With a copy to:

COMMONWEALTH OF MASSACHUSETTS, acting by
and through its Division of Capital Asset Management
and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts, 02108

TEL NO: (857) 204-1263
FAX NO: (617) 727-5363
EMAIL: Natalie.Sawyer@mass.gov

ATTENTION: Natalie Sawyer, General Counsel

BUYER: City of New Bedford
New Bedford City Hall
133 Williams Street
New Bedford, MA 02740

TEL NO: (508) 979-1460
FAX NO: (508) 979-1515
EMAIL: MMcDermott@newbedford-ma.gov, with a
copy to severett@k-plaw.com

ATTENTION: Mikaela McDermott, City Solicitor

PARTIES: Collectively, Seller and Buyer.

PROPERTY: The parcel known and numbered 989 Pleasant Street, New Bedford, Bristol County, Massachusetts, as shown on the plan entitled "Plan of Land, 989 Pleasant Street, New Bedford, Massachusetts" and dated July 21, 2009 (a copy of which is attached hereto as **Exhibit A**) including any buildings, structures, and improvements and any fixtures belonging to Seller and located thereon. The parcel is also known as and numbered 5 Sycamore Street, New Bedford, Bristol County, Massachusetts, as identified in the Act.

PURCHASE PRICE: The agreed purchase price for the Property is nominal consideration of \$10 and other good and valuable consideration.

ACT: Section 7 of Chapter 67 of the Massachusetts Acts of 2011, a copy of which is attached hereto as **Exhibit B**.

CLOSING DATE: May 16, 2022, as the same may be extended or accelerated by Seller pursuant to Section 8 of this Agreement.

2. AGREEMENT

Seller agrees to sell, and Buyer agrees to buy, the Property upon the terms and conditions set forth in this Agreement, and consistent with the requirements of the Act. The Parties acknowledge and agree that the requirements Section 7(j) of the Act have been satisfied and that the Commissioner of DCAMM notified Buyer in writing of its intention to dispose of the Property on September 21, 2021, and Buyer responded with written notice to Seller of its interest of a conveyance of the Property on September 30, 2021, copies of which notices are attached hereto as **Exhibit C**.

A. TITLE DEED

The Property is to be conveyed by a good and sufficient Release Deed ("Deed"). Buyer acknowledges and agrees that the Deed shall convey such title as Seller may have to the Property, without any covenants and/or warranties and/or representations of title running to Buyer. Without limitation, the conveyance shall be subject to all matters of record and subject to applicable laws, rights and encumbrances including the following:

- (a) Provisions of existing building and zoning and environmental laws and regulations;
- (b) Existing rights in party walls which are not the subject of written agreement;
- (c) Any liens for municipal betterments;
- (d) Any taxes for the current fiscal year whether or not due and payable prior to the Closing Date;
- (e) Easements, restrictions, reservations, encumbrances, utility lines, drainage rights and all other matters of record or otherwise shown on a survey plan of the Property, if any;
- (f) Terms of the Memorandum of Agreement between DCAMM and the Massachusetts Historical Commission, dated July 3, 2018, attached hereto as **Exhibit D**; and
- (g) Provisions of the Act.

4. PLANS

If the Deed refers to a plan necessary to be recorded and/or Seller requests a plan and metes and bounds description, Buyer, at its sole cost and expense, shall prepare and deliver such plan in form acceptable to Seller and adequate for recording or registration at the time of delivery of the Deed.

5. PURCHASE PRICE; BUYER RESPONSIBLE FOR CERTAIN COSTS

- A. The agreed Purchase Price for the Property is set forth in Section 1 above and shall be paid in accordance with the provisions of this Agreement on the Closing Date
- B. Buyer shall be responsible for all transaction costs and expenses ("**Transaction Expenses**") including, but not limited to, appraisals, surveys, plans, studies, filings and recording and any other expenses relating to the sale of the Property, as deemed necessary by Seller, in Seller's sole discretion, and shall be paid upon request of Seller, but in no event later than the Closing Date.

6. NO ADJUSTMENTS

No adjustments shall be made to the Purchase Price at closing for real estate taxes.

7. TIME FOR PERFORMANCE; DELIVERY OF DEED

- A. The Deed is to be delivered at 10:00 AM on the Closing Date above at the office of Seller, subject to Seller's rights under Section 8 below, unless otherwise agreed upon in writing by the Parties.
- B. On the Closing Date, Buyer shall execute, acknowledge and deliver to Seller such documents as may be reasonably requested by Seller in order to effect the sale and conveyance contemplated by this Agreement, including, without, limitation: (i) a Beneficial Interest Disclosure Statement in accordance with the requirements of M.G.L. Chapter 7C, Section 38, in the form attached hereto as **Exhibit E**; and a MEPA Agreement, in the form attached hereto as **Exhibit F**.

8. EXTENSION TO CONFORM OR ACCELERATION OF CLOSING

- A. If Seller shall be unable to give title or to make conveyance or to deliver possession of the Property, all as herein stipulated, then, at or before the time for performance hereunder, the Closing Date shall be extended to the date specified in Seller's written notice, but in no event more than one hundred eighty (180) days, with an additional extension for a *force majeure event* (for a like number of days due to the force majeure event), if needed, such as Acts of God, pandemics and other mass illnesses, labor availability and strife, and materials, equipment and supply delays and unavailability. The use of reasonable efforts by Seller shall not require the expenditure of any money by Seller whatsoever.
- B. If Seller is able to give title and to make conveyance and to deliver possession of the Property, all as herein stipulated, prior to May 16, 2022, then, in Seller's sole discretion, upon at least fifteen (15) days prior written notice, the Closing Date shall be accelerated to the date specified in the written notice by Seller.

9. FAILURE TO PERFECT TITLE OR DELIVER POSSESSION

If at the expiration of the extended time, Seller shall have failed to remove any defects in title, deliver possession, or make the Property conform to the terms of this Agreement, as the case may be, then all obligations of the Parties shall cease, and this Agreement shall be void without recourse to the Parties

hereto, except that Buyer shall remain obligated to pay for all Transaction Expenses within thirty (30) days of termination. This payment obligation shall survive termination of this Agreement.

10. BUYER'S ELECTION TO ACCEPT TITLE

Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the Property and to pay the Purchase Price and all Transaction Expenses, without deduction, in which case Seller shall convey such title to Buyer.

11. ACCEPTANCE OF DEED

The acceptance of the Deed by Buyer shall be deemed full performance and discharge of every agreement and obligation of Seller contained or expressed in this Agreement.

12. PROPERTY SOLD "AS IS"

Notwithstanding the provisions of Section 21 or any other terms and conditions of this Agreement, the Property is being sold and delivered to Buyer **"AS IS"** **"WHERE IS"** and **"WITH ALL DEFECTS"** without any representations or warranties of any kind whatsoever; and Buyer acknowledges that it is buying the Property **AS IS**, **WHERE IS** and **WITH ALL DEFECTS** without any warranties or representations of any kind, whatsoever.

13. ENVIRONMENTAL RELEASE AND INDEMNIFICATION COVENANT

- A. Effective as of the Closing Date and to the extent allowed by applicable law, Buyer for itself and for its present and future interest holders and beneficiaries, officers, partners, directors, members, agents, employees, representatives, invitees, and for each of their respective heirs, successors and assigns, including without limitation each present and future buyer, ground lessee, and tenant of all or any portion or interest in the Property (collectively referred to as the **"Releasing Parties"**), hereby remises, releases and forever discharges DCAMM and the Commonwealth and each of their respective heirs, successors, assigns, employees, agents, representatives, and any person or entity that holds or held any interest in or otherwise has legal liability on account of its ownership or operation of the Property or any abutting property (collectively referred to as the **"Released Parties"**) of, to, and from all Claims (as hereinafter defined) that the Releasing Parties, or any of them, have or may have, to the extent such claims arise out of, are connected with, or in any way relate to any Hazardous Materials (as hereinafter defined) that have (i) previously existed or then exist on or at the Property; (ii) been released at or from the Property to any abutting property; or (iii) migrated onto the Property from any abutting property (the **"Released Claims"**). Without limiting the generality of the foregoing release and as further clarification of the above, Buyer, for itself and for each of the Releasing Parties, acknowledges and agrees that the Released Claims include any and all Claims that the Releasing Parties, or any of them, may have at any time in the future against the Released Parties, or any of them, with respect to any migration or threatened migration of Hazardous Materials onto, within or from the Property and any abutting property. Each Releasing Party also agrees that such Releasing Party will not institute any action, suit, or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Released Party in any action, suit, or proceeding which has been or could be brought by or against any of the Releasing Parties to the extent the same relates to or arises out of any Released Claim.

In addition to, and not in lieu of, the release set forth above, Buyer further agrees, at its sole cost and expense to the extent allowed by applicable law, to defend, hold harmless and indemnify each of the Released Parties from and against any and all Claims and Costs (as hereinafter defined) relating to the Released Claims and/or any Hazardous Materials at or from the Property arising at any time and including, but not limited to, Claims and Costs as a result of any enforcement action or other Claim seeking or requiring removal, clean up or

other mitigation of Hazardous Materials at and from the Property that is brought by any governmental authority with jurisdiction over such action or claim.

As used herein, the term "**Claims**" means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross-claims, contributions claims, indemnity claims, executions, judgments, losses, penalties, obligations, and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. The term "**Costs**" shall include without limitation any and all fees, costs, disbursements and expenses (including but not limited to attorneys' and experts' fees, disbursements, and expenses, including such fees incurred in enforcing this Environmental Release and Indemnification Covenant) that may be imposed upon, incurred by, or asserted or awarded against the Released Parties in connection with any Released Claims.

As used herein, the term "**Hazardous Materials**" means and includes any and all material(s) or substance(s) defined or treated in any federal, state, or local law, statute, regulation, ordinance, order, by-law, code, or requirement, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., as amended ("**CERCLA**") (and its implementing regulations), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., as amended ("**RCRA**") (and its implementing regulations), the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E (and its implementing regulations), and the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C (and its implementing regulations), as posing potential risk to persons, property, public health, safety, or welfare or the environment or dangerous, toxic or hazardous, including without limitation any and all pollutants, contaminants, chemicals, wastes, lead paint, urea formaldehyde, polychlorinated biphenyls, asbestos, radioactive materials, explosives, carcinogens, oil, petroleum, petroleum products and any and all other wastes, materials, and substances which could lead to any liability, costs, damages, and/or penalties under any Legal Requirements (as hereinafter defined). The term "**Legal Requirements**" shall mean all past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation thereof, including, without limitation, all orders, decrees, judgments and rulings imposed through any public or private enforcement proceedings, relating to Hazardous Materials or the existence, use, discharge, release, containment, transportation or disposal thereof.

- B. The release and indemnification of environmental claims against DCAMM and the Commonwealth with respect to the Property as set forth in clause (A) shall be recited in the Deed along with the following additional language:

"The foregoing release and indemnification shall be recited in all subsequent deeds, leases, easements, mortgages and any other instrument evidencing a transfer of an interest in the Property. The foregoing release and indemnification shall run with the Property, inure to the benefit of DCAMM and the Commonwealth of Massachusetts, and shall bind all future purchasers, grantees, lessees, mortgagees and any other person holding an interest in the Property, and the successor and assigns of any of them. Grantee acknowledges and agrees for itself and for all subsequent holders of an interest in the Property, and the successors and assigns of any of them, that the receipt of the foregoing release and indemnification was a material inducement for the transfer of the Property by DCAMM and the Commonwealth of Massachusetts. Said transfer to the grantee was part of the Commonwealth of Massachusetts plan for the orderly redevelopment of the Property for productive use, and as such, the foregoing release and indemnification shall be deemed to touch and concern the land. By acceptance of a deed,

lease, easement, mortgage or other instrument evidencing a transfer of an interest in the Property, grantee and every subsequent holder of an interest in the Property shall be deemed to have accepted the provisions of the foregoing release and indemnification."

C. The parties agree that this covenant shall survive Closing and delivery of the Deed.

14. NO WARRANTIES AND REPRESENTATIONS BY SELLER

Unless specifically set forth in this Agreement: Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or representations previously made orally or in writing.

15. INSURANCE

Buyer acknowledges that Seller does not currently insure the Property, and that Seller shall not insure the Property between the Date of Agreement and the Closing Date.

16. NO CONTINGENCIES

Buyer acknowledges that this Agreement contains no contingencies affecting Buyer's obligation to perform other than those set forth in this Agreement, including, the Roof Work set forth in Section 21, and (b) the City Council shall have authorized the acquisition of the Property on the terms set forth herein.

17. BUYER'S DEFAULT

If Buyer shall fail to fulfill any of Buyer's agreements herein, Seller shall be entitled to terminate this Agreement by notice to Buyer, whereupon Buyer shall reimburse Seller for all Transaction Expenses, and all obligations of Seller shall cease, and this Agreement shall be void without recourse to either of the Parties.

18. BUYER'S REPRESENTATION REGARDING BROKER

Buyer represents that it has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction. Buyer agrees to indemnify and hold harmless Seller for any claim made by any real estate broker in connection with this transaction, including, without limitation, all loss, costs and damages and Seller's reasonable attorney's fees.

19. NO LIABILITY OF COMMONWEALTH EMPLOYEES

No official, employee, agent or consultant of the Commonwealth or DCAMM shall be personally liable to Buyer or to any successor in interest or person claiming by or through Buyer of any default or breach of this Agreement, or for any amount which may become due or any claim, cause or obligation whatsoever under the terms of this Agreement. All claims against the Commonwealth or DCAMM shall be governed by the provisions of this Agreement and M.G.L. Chapter 258.

20. NOTICES

Any notice, request, demand, approval or consent given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be given by any of the following methods: (i) by delivery in hand or by reputable overnight express courier, (ii) by facsimile transmission, (iii) by email, or (iv) by United States certified mail, return receipt requested, postage prepaid, to the other party at the addresses set forth in Section 1 or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party to this Agreement. Notices given pursuant to clauses (i), (ii) and (iii) shall be deemed given when received. Notices given pursuant to clause (iv) shall be deemed given five (5) business days after being deposited in the United States Mail, postage prepaid, return receipt requested.

21. ROOF WORK

Seller agrees, on or before the Closing Date, to undertake the roofing work described in the Scope of Work, attached to this Agreement as **Exhibit G** in an amount anticipated not to exceed \$3,345,318 (the "Roof Expenditure"). Upon expenditure by DCAMM of the Roof Expenditure, the Parties agree that DCAMM shall have no further obligation under this Agreement even if the Scope of Work is not completely done. On the Closing Date, DCAMM will transfer any related warranties, if any, to Buyer.

22. CONSTRUCTION OF AGREEMENT

This instrument (i) is governed by and construed for all purposes (without regard to Massachusetts law on choice-of-law) in accordance with the laws of the Commonwealth of Massachusetts, (ii) takes effect as a sealed instrument, (iii) sets forth the entire contract between the Parties, (iv) 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 (v) modified or amended only by a written instrument executed by both Seller and Buyer. This Agreement shall supersede any prior agreements (whether written or oral) by the Parties with respect to the Property and a conveyance, which agreements shall have no further force and effect upon the execution of this Agreement by 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. All legal actions brought in connection with this Agreement shall be brought within the Commonwealth of Massachusetts.

23. RELATIONSHIP OF PARTIES

It is the intention of this Parties to create the relationship of seller and buyer only, and no other relationship whatsoever. Nothing in this Agreement shall be construed to create a partnership or joint venture between the Parties, or to render either party liable for any of the debts or obligations of the other party.

24. TIME OF ESSENCE

It is agreed that time is of the essence of this Agreement.

25. WAIVERS

No delay or omission by either Seller or Buyer to exercise any right or power upon the occurrence of any noncompliance or failure of performance by the other party under the provisions of this Agreement shall be construed to be a waiver thereof. A waiver by either Seller or Buyer of any of the terms, covenants, conditions or agreements shall not impair any right or power or exercise of enforcement by said party in the future and shall not be construed as a waiver of any succeeding breach of any other term, covenant, condition or agreement contained herein.

26. BUYER AUTHORITY

Buyer represents and warrants to Seller that the signatory hereto on behalf of Buyer has the legal right, power and authority to enter into this Agreement and to bind Buyer to its performance hereunder, and that all necessary authorizations (except the City Council authorization referenced in Section 16), appropriations (including, without limitation, the Purchase Price) and legal requirements for the effectiveness of this Agreement have been satisfied.

27. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

28. NO RECORDING

Buyer agrees not to record this Agreement or any notice hereof. If any such notice is recorded, Seller, at its option, may terminate this Agreement and may record a notice of such termination, which Buyer agrees will be legally binding upon Buyer, its successors and assigns.

EXECUTED UNDER SEAL as of the Date of Agreement.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER:

COMMONWEALTH OF MASSACHUSETTS, acting by and through its Division of Capital Asset Management and Maintenance

By: _____
Carol W. Gladstone, Commissioner

The undersigned certifies under penalties of perjury that I have fully complied with the provisions of Sections 34 and 36 of Chapter 7C of the Massachusetts General Laws, to the extent applicable as modified by the Act, in connection with the Property.

By: _____
Carol W. Gladstone, Commissioner

BUYER:

CITY OF NEW BEDFORD

By: _____

Print Name: _____

Its Mayor, Hereunto Duly Authorized

LIST OF EXHIBITS

EXHIBIT A – The Plan

EXHIBIT B – The Act

EXHIBIT C – Statutory Notices

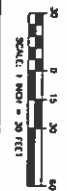
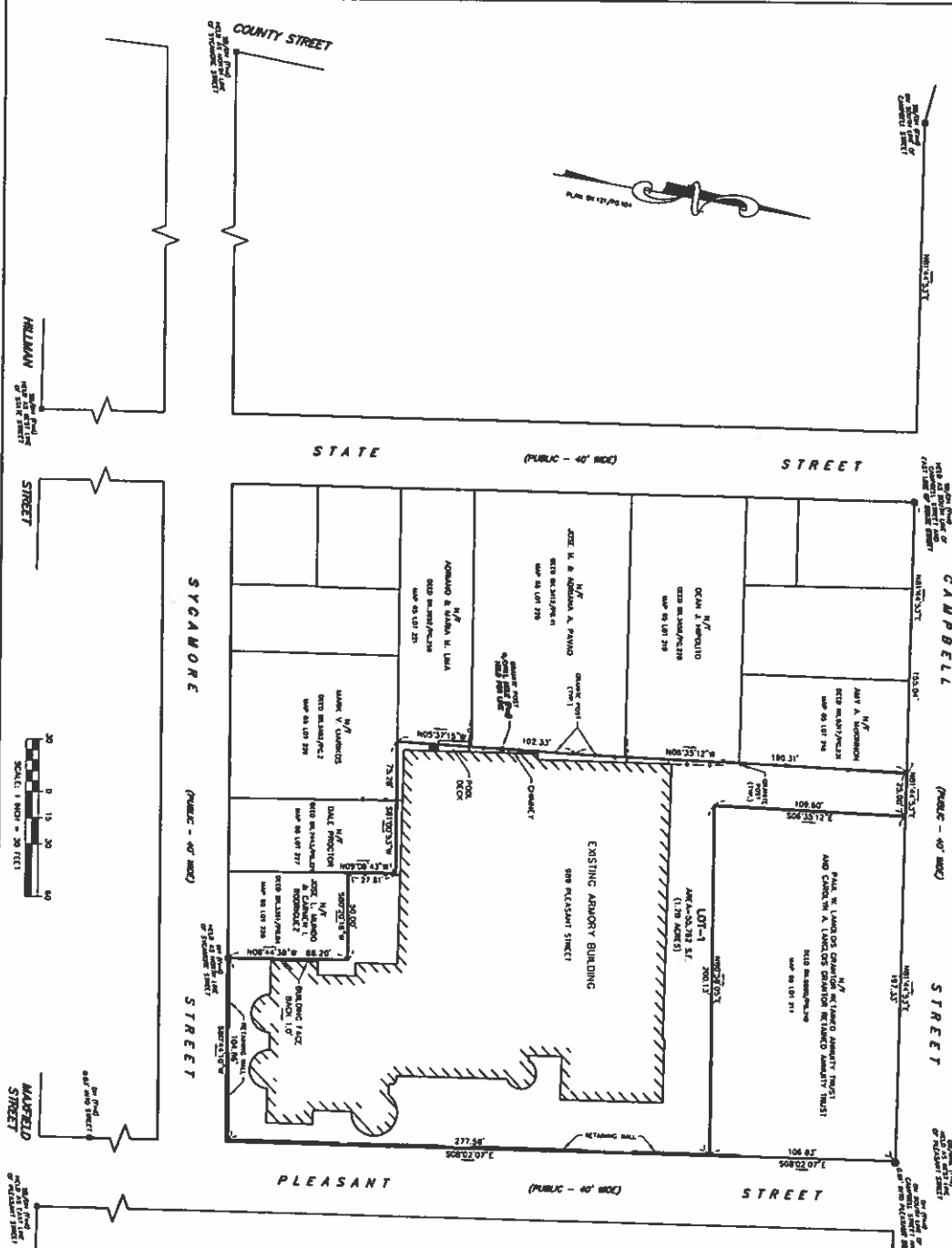
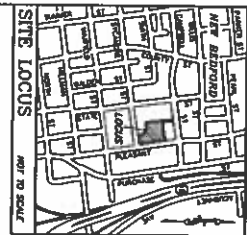
EXHIBIT D – Memorandum of Agreement with MHC

EXHIBIT E – Beneficial Disclosure Statement

EXHIBIT F – MEPA Agreement

EXHIBIT G - Scope of Work

EXHIBIT A – The Plan



- LEGEND**
- CONCRETE FOUNDATION
 - BRICK WALL
 - STONE FOUNDATION/BRICK WALL
 - TRUSS (STEEL LAM)
 - TRUSS (SHOCK)

SITE REFERENCES

CURRENT OWNER:
COMMONWEALTH OF MASSACHUSETTS
NEW BEDFORD ARMOY

SITE LOCATION: 989 PLEASANT STREET
NEW BEDFORD, MASSACHUSETTS

ASSESSORS REFERENCES: MAP 48 LOT 272
TICK REFERENCES: OFFICE BOOK 781, PAGE 261
OFFICE BOOK 781, PAGE 448
PLAN REFERENCES: PLAN BOOK 3, PAGE 9
(PLANS 1 & 2)

NOTE: REFERENCES RECORDS AT THE OFFICE OF THE COUNTY REGISTRAR OF DEEDS (S.D.)



PLAN OF LAND
989 PLEASANT STREET
NEW BEDFORD, MASSACHUSETTS

PREPARED FOR:
EXECUTIVE OFFICE OF ADMINISTRATION AND FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT

DATE	NO.	REVISION	DESCRIPTION	APP.
JULY 21, 2008				
SCALE	1" = 30'	PROJECT NUMBER	20080018-20-0-018	SHEET
				1 OF 1

EXHIBIT B – The Act

Acts (2011)

Chapter 67

AN ACT RELATIVE TO PROPERTIES IN THE COMMONWEALTH.

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

SECTION 1. Section 44 of chapter 85 of the acts of 1994 is hereby amended by inserting after the words "Horseneck Beach State Reservation", inserted by section 2 of chapter 164 of the acts of 2009, the following words:- Officers' Quarters at Fort Revere in the town of Hull, Gatekeeper's House at Maudslay State Park, Gates House at Wachusett Mountain State Reservation, Blue Farmhouse and garage and associated barns 3, 4 and 5 at 215 Cold Spring road and Red Farmhouse and shed at 220 Cold Spring road at Spectacle Pond in the town of Sandisfield, the McKay House at Willowdale State Forest, 57 Dedham street in the Hyde Park section of the city of Boston, Speedway Administration Building located in the Brighton section of the city of Boston, the Police Substation on Furnace Brook Parkway in the city of Quincy, the Compressor Building at Quincy Quarries in the Blue Hills Reservation, any of the cottages on Peddock's Island in the Boston Harbor Islands National Park Area, 3 Wompatuck Cottages in Wompatuck State Park, Stress House 1 at Neponset River Reservation

and, notwithstanding any general or special law to the contrary, the Schooner Ernestina and a portion of the New Bedford state pier, to provide sufficient berthing space.

SECTION 2. Said section 44 of said chapter 85 is hereby further amended by inserting after the fourth paragraph the following paragraph:-

Notwithstanding section 182B of chapter 6 of the General Laws, the department shall, as a condition of a lease of the Schooner Ernestina, require that the lessee consult with the Cape Verdean Association in New Bedford in order to provide historic and cultural education programs at said Schooner.

SECTION 3. Section 1 of chapter 158 of the acts of 2004 is hereby amended by striking out, in line 6, the words “as a community youth facility”.

SECTION 4. Item 6033-0417 of section 2A of chapter 291 of the acts of 2004, as most recently amended by section 84 of chapter 139 of the acts of 2006, is hereby further amended by striking out, in lines 43 to 45, inclusive, the words “relocation of the Amesbury department of public works barn in the town of Amesbury to the site formerly known as Microfab” and inserting in place thereof the following words:- redevelopment and revitalization of the Lower Mill yard in the town of Amesbury.

SECTION 5. Item 6035-0817 of section 2A of chapter 303 of the acts of 2008, as amended by section 30 of chapter 26 of the acts of 2009, is hereby further amended by striking out the words “\$350,000 shall be expended for lighting improvements to the new Parker river bridge or the North and South approaches to the bridge on route 1A in the town

of Newbury” and inserting in place thereof the following words:-
\$250,000 may be expended for the town’s rehabilitation of a portion of River road in the town of Merrimac; provided further, that \$50,000 may be expended for the improvement of the DPW garage, located at 197 High road in the town of Newbury; provided further, that such sum shall be placed into the town of Newbury’s chapter 90 account in the event that improvements are made prior to the release of funds in this item.

SECTION 6. Notwithstanding section 279 of chapter 149 of the acts of 2004, the Boston Academy of the Sacred Heart, Inc., d/b/a Newton Country Day School shall have an option for a 20-year renewal or extension for operations and maintenance services for the Daley Memorial Rink Property, as particularly described on a plan entitled “Lease Plan Newton Country Day School of the Sacred Heart, Nonantum Road, Newton, Mass.,” dated November 15, 2007, and prepared by Harry R. Feldman, Inc. The division of capital asset management, in consultation with the commissioner of conservation and recreation, may make minor revisions to this plan for the parcel of land, may amend the current lease and may sign the lease or lease extension without any further approval of the general court.

SECTION 7. (a) Notwithstanding sections 40E to 40I, inclusive, of chapter 7 of the General Laws or any other general or special law to the contrary and, in order to facilitate the reuse of the properties identified in subsections (b), (h) and (i) and to generate non-tax revenues for the commonwealth, the commissioner of capital asset management and maintenance may sell, lease for terms up to 99 years, including all renewals and extensions, or otherwise grant, convey or transfer to purchasers or lessees an interest in any of those properties,

or portions thereof, subject to this section and on the terms and conditions that the commissioner considers appropriate. The commissioner shall dispose of each property, or portion thereof, using appropriate competitive bidding processes and procedures. At least 30 days before the date on which bids, proposals or other offers to purchase or lease a property, or any portion thereof, are due, the commissioner shall place a notice in the central register published by the state secretary under section 20A of chapter 9 of the General Laws stating the availability of the property, the nature of the competitive bidding process and other information that he considers relevant, including the time, place and manner for the submission of bids and proposals and the opening of the bids or proposals.

(b) This section shall apply to the following properties:-

(1) Those certain parcels of land located in the town of Belchertown at 47 State street, or portions thereof, containing approximately 5.4 acres, together with any buildings or structures thereon, known as the John Patrick center.

(2) That certain parcel of land located in the city of New Bedford at 593 Kempton street, together with any buildings and structures thereon, formerly known as the Bristol county jail, described in book 2659, page 15 recorded with the Bristol county registry of deeds, and further shown on New Bedford assessors map 57, lot 201.

(3) That certain parcel of land located in the city of New Bedford at 5 Sycamore street, together with any buildings and structures thereon, formerly known as the New Bedford armory; provided, however, that prior to sale, lease, grant, or conveyance of the subject property, the commissioner shall enter into a historical covenant agreement with the Massachusetts Historical Commission.

- (4) Those certain parcels of land located in the town of Oak Bluffs between the northeasterly side of Eastville avenue and the southeasterly side of Temahigan avenue, or portions thereof, containing approximately 1.7 acres, together with any buildings and structures thereon, used as a mental health center, described in book 303, page 516 recorded with the Dukes county registry of deeds and shown on the Oak Bluffs assessors map 4, lot 151; provided, however, that notwithstanding sections 40F to 40J, inclusive, of chapter 7 of the General Laws, or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may transfer care, custody and control of said parcel from the department of mental health to the department of state police.
- (c) The exact boundaries of the parcels described in subsection (b) shall be determined by the commissioner of capital asset management and maintenance after completion of a survey.
- (d) Notwithstanding any general or special law to the contrary, the grantee or lessee of a property identified in subsection (b) shall be responsible for all costs and expenses including, but not limited to, costs associated with any engineering, surveys, appraisals and deed preparation related to the conveyances and transfers authorized in this section as such costs may be determined by the commissioner of capital asset management and maintenance.
- (e) The commissioner may retain or grant rights of way or easements for access, egress, utilities and drainage across any of the parcels in this section and across other commonwealth property contiguous to any of the parcels, and the commonwealth may accept from a town or developer such rights of way or easements in roadways or across any of the parcels to be conveyed or transferred for access, egress,

drainage and utilities as the commissioner considers necessary and appropriate to carry out this section.

(f) No agreement for the sale, lease, transfer or other disposition of the properties listed in subsection (b), and no deed executed by or on behalf of the commonwealth, shall be valid unless the agreement or deed contains the following certification, signed by the commissioner: “I, the undersigned commissioner of capital asset management and maintenance, hereby certify under penalties of perjury that I have fully complied with the relevant provisions of the general appropriation act for fiscal year 2012 in connection with the property described in this document.”

(g) Each parcel described in subsections (b), (h) and (i) shall be conveyed or leased without warranties or representations by the commonwealth. Notwithstanding any general or special law to the contrary, the proceeds of all conveyances and transfers under this section shall be deposited in the General Fund.

(h) Notwithstanding sections 40E to 40I, inclusive, of chapter 7 of the General Laws or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may sell, lease for a term up to 99 years, including all renewals and extensions, or otherwise grant, convey or transfer to the town of Belchertown, for nominal consideration, a parcel of land containing approximately 2.2 acres located adjacent to the John Patrick center at 47 State street. The exact boundaries of the parcel shall be determined by the commissioner of capital asset management and maintenance after completion of a survey. The town of Belchertown shall be responsible for all costs and expenses including, but not limited to, costs associated with any engineering, surveys, appraisals and deed

preparation related to the conveyance authorized in this subsection as such costs may be determined by the commissioner of capital asset management and maintenance.

The parcel shall be used by the town of Belchertown for recreational activities and facilities. If for any reason the parcel described in this subsection ceases to be used solely for the purposes described, the commissioner of capital asset management and maintenance may, after giving notice and an opportunity to the town of Belchertown, cause title to the parcel to revert to the commonwealth.

(i) Notwithstanding sections 40E to 40I, inclusive, of chapter 7 of the General Laws or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may sell, lease for a term up to 99 years, including all renewals and extensions, or otherwise grant, convey or transfer to the city of Northampton, for nominal consideration, those certain parcels of land located in said city behind the property used as a department of mental health center for children and families at 78 Pomeroy terrace, or portions thereof, containing approximately 6 acres, together with any buildings and structures thereon, used as a department of mental health center for children and families. The city of Northampton shall be responsible for all costs and expenses including, but not limited to, costs associated with any engineering, surveys, appraisals and deed preparation related to the conveyance authorized in this subsection as such costs may be determined by the commissioner of capital asset management and maintenance.

(j) Notwithstanding any general or special law to the contrary, prior to offering either of the properties described in clauses (2) and (3) of subsection (b) for disposition, the commissioner shall notify the city of New Bedford in writing of its intention to dispose of either or both of these properties and shall offer to sell, lease for terms up to 99 years, including all renewals and extensions, or otherwise grant, convey or transfer to the city an interest in either of those properties, or portions thereof, and shall enter into negotiations with the city to sell, lease for terms up to 99 years, including all renewals and extensions, or otherwise grant, convey or transfer to the city an interest in either of those

properties, or portions thereof, if the commissioner receives written notice from the city of an interest in either property or any portion thereof within 90 days of the date of the city's receipt of the commissioner's written notice.

Approved, July 8, 2011.

EXHIBIT C – Statutory Notices



The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108

Tel: (617) 727-4050

Fax: (617) 727-5363

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MICHAEL J. HEFFERNAN
SECRETARY
ADMINISTRATION & FINANCE
CAROL W. GLADSTONE
COMMISSIONER

September 14, 2021

BY OVERNIGHT MAIL

Mayor Jon Mitchell
City of New Bedford
113 William Street
New Bedford, MA 02740

RE: 5 Sycamore Street, formerly known as the New Bedford Armory (the "Armory Property")

Dear Mayor Mitchell:

This letter shall serve as the statutory notice required under Chapter 67 of the Acts of 2011, Section 7(j). Due to an administrative oversight, the statutory notice referenced in Section 7(j) was not previously sent to the City of New Bedford. As no prior solicitations for the Armory Property resulted in a binding transaction, those actions are nullified and of no force and effect and this letter constitutes the prior notice required under said Section 7(j) of the Commonwealth's intention to dispose of the Armory Property.

The Division of Capital Asset Management and Maintenance ("DCAMM") is hereby offering the Armory Property, together with all buildings and structures thereon, to the City of New Bedford. In accordance with the requirements of Chapter 67 of the Acts of 2011, Section 7(j), please confirm the City of New Bedford's interest in acquiring the Armory Property by countersigning this letter as the City's statutory notice to DCAMM and return to me within the ninety (90) day period provided for under Section 7(j).

I look forward to hearing from you.

Sincerely,

Carol W. Gladstone
Commissioner, DCAMM

cc: Christina Connelly, Chief Operating Officer

In accordance with Chapter 67 of the Acts of 2011, Section 7(j), the undersigned, by countersignature below, hereby constitutes notice by the City of New Bedford of its interest to acquire the Armory Property from DCAMM:

CITY OF NEW BEDFORD

Authorized Signature

Print Name

Mayor
Title

9/30/21
Date

EXHIBIT D – Memorandum of Agreement (MHC)

MEMORANDUM OF AGREEMENT
between the
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
and the
MASSACHUSETTS HISTORICAL COMMISSION
regarding the disposition of the
NEW BEDFORD ARMORY, NEW BEDFORD, MASSACHUSETTS

WHEREAS, Chapter 67 of the Acts of 2011 authorizes the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) to enter into a disposition process to dispose of the New Bedford Armory located at 5 Sycamore Street (Site) in the City of New Bedford (City); and

WHEREAS, the Site contains the New Bedford Armory and associated drill hall constructed in 1904 with later additions of a garage, operation maintenance shop and one-story connector block constructed ca. 1940; and

WHEREAS, the Site is listed in the State and National Registers of Historic Places as a contributing element to the North Bedford Historic District (District); and

WHEREAS, DCAMM has the right to convey the Site for redevelopment by a private developer for uses deemed appropriate by the City and subject to all federal, state and local permits and approvals; and

WHEREAS, DCAMM is preparing to issue a Request for Proposals (RFP) for the sale or lease and redevelopment of the Site; and

WHEREAS, the transfer by disposition of the Site constitutes a project undertaken by a State agency pursuant to 950 CMR 71.03 and is a project for which DCAMM has sought the comments of the Massachusetts Historical Commission (MHC) pursuant to M.G.L. Chapter 9, Section 26-27C, as amended by Chapter 254 of the Acts of 1988 (950 CMR 71.00); and

WHEREAS, MHC has determined that the proposed project will have an adverse effect pursuant to 950 CMR 71.05(e) through the disposition of a State Register property without adequate conditions or restrictions regarding preservation, maintenance, or use of all or part of a State Register property; and

WHEREAS; no feasible or prudent alternative exists to eliminate the adverse effect of the proposed disposition; and

WHEREAS, MHC has determined to accept the adverse effect of the disposition of the Site in consideration of the mitigation alternatives described herein; and

WHEREAS, MHC and DCAMM agree, and the New Bedford Historical Commission (HC) hereby concurs, that the project shall be undertaken and implemented in accordance with the following stipulations to mitigate the effect of the disposition of the Site in compliance with M.G.L. Chapter 9, Section 27C.

STIPULATIONS

DCAMM shall ensure that the following measures are carried out in coordination with MHC and HC, as set forth below:

I. Redevelopment of the Disposition Site

- A. DCAMM is encouraged to include historic preservation in any redevelopment process. Options for redevelopment of the Site which incorporate historic preservation should take into account the following principles of reuse planning:

1. Preservation of the character-defining features of the building on the Site should be encouraged where feasible.
2. If it is determined that it is not feasible to preserve all of the character-defining features of the building, the feasibility of preserving character-defining features of portions of the buildings will be examined and encouraged where feasible.
3. Rehabilitation of the building will be consistent with recommended approaches in the Secretary of the Interior's Standards for Rehabilitation of Historic Properties (Standards).

II. Marketing Plan and Request for Proposals

- A. Notwithstanding any provisions of this MOA, DCAMM will have marketing authority for the Site and will make all final marketing decisions. DCAMM will consult with MHC and HC on developing a marketing plan for the Site that shall include the following elements:
 1. An advertising plan and schedule for publicizing the availability of the RFP.
 2. An initial distribution list for notice of availability of the RFP, which will include any contacts offered by MHC and HC.
 3. A schedule for receiving and reviewing submissions in response to the RFP.
- B. DCAMM will provide a draft marketing plan to MHC and HC. MHC and HC will have fourteen (14) days to review and comment on the draft marketing plan. If MHC or HC does not find the draft marketing plan acceptable with respect to the historic preservation sections, DCAMM will make reasonable efforts exercised in good faith to accommodate the concerns of MHC and HC and will submit a final marketing plan for review. Before implementation, MHC and HC will have seven (7) days to review and comment on the portions of the final marketing plan that address issues of historic preservation. In the event MHC and HC do not provide initial comments on the draft marketing plan within 14 days, or comments on the final marketing plan within 7 days, the plan shall be deemed acceptable to MHC and HC. It is understood that the content of the marketing plan shall not require approval of MHC or HC.
- C. Concurrent with the development of a marketing plan, DCAMM will prepare the RFP for the disposition of the Site. DCAMM will consult with MHC and HC on developing the RFP that shall include the following elements:
 1. An appendix to the RFP that includes information pertaining to the historic and architectural significance of the Site (i.e. MHC Form B NBE.2297 and the National Register nomination for the North Bedford Historic District). References to the MHC and National Park Service websites for additional information on the State and Federal Historic Tax Credit programs.
 2. A photograph and parcel map of the Site.
 3. Reference to the points listed under I.A. of this MOA. The RFP as a whole will make a good faith effort to generate interest in the preservation of what MHC has defined as the historic character of the Site.
- D. DCAMM will provide a confidential draft RFP to MHC and HC. MHC and HC will have fourteen (14) days to review and comment on those portions of the draft RFP that address issues of historic preservation. Before issuance of the final RFP, MHC and HC will have seven (7) days to review and comment on the portions of the final RFP that address issues of historic preservation. In the event MHC and HC do not provide initial comments on the draft RFP within 14 days or comments on the

final RFP within 7 days, the RFP shall be deemed acceptable to MHC and HC. It is understood that the content of the RFP shall not require approval of MHC or HC. It is further understood that MHC and HC will not share any portion of the RFP with anyone prior to the time the RFP is made publicly available by DCAMM.

- E. The marketing effort shall be continued for no less than three months from the date of the issuance of the RFP. Issuance shall occur when the notice of availability of the RFP is published in the Central Register.
- F. DCAMM will schedule an information session for prospective developers to occur at the midpoint of the marketing effort during which MHC, the City and HC will have the opportunity to present information and to answer questions from prospective developers.
- G. Once proposals from developers are received by DCAMM in response to the RFP, MHC and HC shall be afforded the opportunity to comment on the non-financial sections of the proposals and to provide their comments in writing to DCAMM within 14 days of receipt of the proposals. Comments may include applicability of the Standards to the proposals. DCAMM will share MHC and HC's comments with interviewed developers. If DCAMM, in its sole determination, has received no proposals that are feasible and acceptable that provide for rehabilitation or new construction in conformance with the recommended approaches in the Standards, DCAMM will convey its conclusions to MHC and HC.
 - 1. For all sections of the Site for which there is no preservation proposal that is feasible and acceptable to DCAMM, then DCAMM or any new owners of any part of the Site or any other person may proceed, subject to any other applicable reviews and permits, with demolition of buildings and structures or rehabilitation or new construction that does not conform to the Standards following completion of photographic recordation and documentation as stipulated in Section V.

III. New Construction

- A. DCAMM shall encourage new building additions and structures that are sympathetic or compatible to what MHC has determined to be character-defining attributes of the Site.

IV. Exempted Activities

- A. The following construction activities are unlikely to affect what MHC regards as the character-defining attributes of the Site and are exempted from further review by MHC, including comments in any environmental review process:

- 1. Resurfacing, maintenance, repair or improvement of existing parking lot, road and driveway.
- 2. Repair, replacement or improvements to infrastructure (i.e. heating and electrical systems, sewer, water, ventilation systems or plumbing).
- 3. Maintenance work such as painting, repair or replacement of substantially in-kind architectural elements.
- 4. New construction on the Site that is consistent with the design guidelines set forth in Section III.

V. Photographic Recordation and Documentation

- A. Prior to any demolition activities, substantial new construction or other major change to any part of the Site, DCAMM shall require that the Site be documented by photographs and narratives in accordance with a "recordation plan" that satisfies all of the following:

1. Contains photographs and documentation of the character-defining attributes.
2. Provides that copies of the resulting documentation are made available to HC.

VI. Historic Rehabilitation Tax Credits

- A. Rehabilitation of the Armory may qualify for State and/or Federal historic rehabilitation tax credits. DCAMM shall encourage any third party developer to consult with MHC and the National Park Service to determine if the building is eligible for tax credits and if the proposed work meets the Standards allowing for the potential use of historic rehabilitation tax credits.

VII. Modifications

Any party to this MOA may request that it be amended or modified whereupon the parties will consult in accordance with 950 CMR 71 to consider such amendment or modification.

Effective as of July 3, 2018.

DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By:  Date: 6/11/18
Carol W. Gladstone
Title: Commissioner

MASSACHUSETTS HISTORICAL COMMISSION

By:  Date: 7/3/18
Brona Simon
Title: Executive Director

CONCURRING PARTY:

NEW BEDFORD HISTORICAL COMMISSION

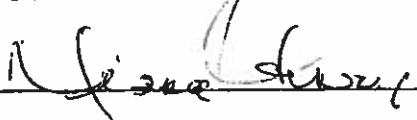
By:  Date: 6/11/18
Title:

EXHIBIT E -Beneficial Disclosure Statement

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):
- | | |
|--------------------------------------|---------------------|
| _____ Lessor/Landlord | _____ Lessee/Tenant |
| _____ Seller/Grantor | _____ Buyer/Grantee |
| _____ Other (Please describe): _____ | |
- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):
- | | |
|-------------|------------------|
| <u>NAME</u> | <u>RESIDENCE</u> |
|-------------|------------------|
- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):
- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

EXHIBIT F – MEPA Agreement

MEPA AGREEMENT

The undersigned in partial consideration and as a condition to the sale of Commonwealth land and improvements, if any, located 989 Pleasant Street in the city of New Bedford (the "Land") acknowledges and agrees that if there is any work or activities proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("MEPA") regulations at 301 C.M.R. 11.00 et. seq. ("MEPA Regulations"), then prior to "Commencement of Construction" as defined under the MEPA Regulations, the undersigned shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. In any such filing, the fact that the Land was purchased from the Commonwealth within five years of the release deed shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land purchased from the Commonwealth extends to all aspects of the project undertaken on such land that are likely, directly or indirectly, to cause damage to the environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five years after the execution and delivery of the release deed.

This agreement survives the delivery of the deed and binds the undersigned and its successors and assigns.

Executed under seal

By _____

By: _____

Print Name: _____

Title: _____

Date: _____

Received by the Commonwealth of
Massachusetts Division of Capital Asset
Management and Maintenance

By: _____

Print Name: Carol Gladstone

Title: Commissioner

Date: _____

EXHIBIT G –Scope of Work

SCOPE OF WORK

- Remove and replace existing membrane roofing system, insulation, and flashings at high and low roof sections. Remove damaged and compromised wood roof framing and deck at high and low roof sections.
- Replace framing with new plywood sheathing over new wood LVL roof framing at low roof sections spanning between existing masonry walls.
- Replace framing with new wood joists at high roof section spanning from masonry walls to existing wood stud bearing walls.