



CITY OF NEW BEDFORD

TAX INCREMENT FINANCING BOARD

1213 Purchase Street
New Bedford, MA 02740

Tel. (508) 991-3122
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Jonathan F. Mitchell, Mayor

TIF/STA PROJECT OVERVIEW

Project: STA - proposed 5-year agreement Oceans Fleet Fisheries Inc. 38 Blackmer Street New Bedford, MA 02744	Contact Information: Lars Vinjerud II Marie Milano - marie@oceansfleet.com 20 Blackmer Street New Bedford, MA 02744 508.984.3902
Company Background <p>Fleet Fisheries was established in 1997 by Lars Vinjerud II in the Tichon property at South Terminal in New Bedford. In 2007, the company moved to a custom-built facility at 20 Blackmer Street. In 2012, Fleet Fisheries merged with another New Bedford based seafood company, Oceans Alive. This entity continues operations today as Oceans Fleet Fisheries, Inc. It is majority owned by Lars Vinjerud II. The minority share-holder is Frederick Miller. The leadership of the company is structured with Lars Vinjerud II as President/CEO, Frederick Miller as CFO, and Michael Johnson as Managing Director.</p> <p>The company's primary business is as a seafood processor. In addition to scallops from its fleet of 15 vessels, Oceans Fleet also grades and trades live lobster from its five lobster vessels. The company also processes sword, tuna, monkfish, halibut, and salmon. The company trades oysters, clams, and cod fish.</p> <p>Estimated annual sales for 2017 are forecasted at approximately \$65 Million. Company sales have exceeded \$50 Million each of the past five years.</p> Current Employment <p>Oceans Fleet currently employs 32 full time employees and has a total annual payroll of \$2 Million. the non-managerial payroll is approximately \$800,000. The average wage for non-managerial employees is \$40,000 per year.</p> Proposed Project <p>This proposed expansion project will add two new lines of production to Oceans Fleet.</p> <ol style="list-style-type: none">1. Value added marinated seafood entrees for retail sales and distribution.2. Bottling line for seafood inspired marinades and sauces for retail sales and distribution. Proposed Investment <p>This proposed expansion project requires the purchase of the 10,440 ft² facility on .791 acres of land at 38 Blackmer Street recently vacated by Sea Gold. Acquisition, equipment, renovations, and other capital expenditures total \$1.7 Million.</p> <p>The property has a current total assessed value of \$806,200 (FY17).</p>	

Employment Projections

The project proposes the retention of all of Oceans Fleet's existing 32 employees and the creation of 19 permanent full time jobs over the next 5 years. Many of these new hires will come from the Sea Gold employees that have recently lost their jobs when the company consolidated and closed its New Bedford facility at the location. The types of jobs created will be managerial and production workers, quality control, and cooks. The company currently does and plans to continue to offer healthcare benefits to its employees and expects the average wage for the new hires to be \$13.00-\$18.00 per hour.

Oceans Fleet has agreed to a local hiring preference for New Bedford residents and to work with New Directions and the WIB to fill new positions as they become available.

EDIP Participation

- Local real estate tax incentive beneficiary (hypothetical calculation is attached)

Corporate Citizenship

Oceans Fleet currently supports the following through its charitable giving: New Bedford D.A.R.E, the Mass. Dept. of Environmental Police, the Pan-Mass Challenge, New Bedford F.O.P., the Jr. USMC League, the NB Working Waterfront Festival, and the New Bedford Whaling Museum.

Location: 38 BLACKMER ST**Parcel ID:** 25A 46**Zoning:** IB**Fiscal Year:** 2017**Current Owner Information:**

ABSECON COMPANY LLC

38 BLACKMER STREET

NEW BEDFORD , MA 02744

Current Sales Information:**Sale Date:**

01/28/2004

Sale Price:

\$164,000.00

Card No. **1** of **1****Legal Reference:**

6761-289

Grantor:

VINJERUD,LARS II

This Parcel contains 0.791 acres of land mainly classified for assessment purposes as MFG with a(n) Fish Processing Plant style building, built about 2004, having Metal exterior, Metal and Tin roof cover and 10440 Square Feet, with 1 unit(s), total room(s), total bedroom(s) 0 total bath(s), 0 3/4 baths, and 2 total half bath(s).

Building Value:

588900

Land Value:

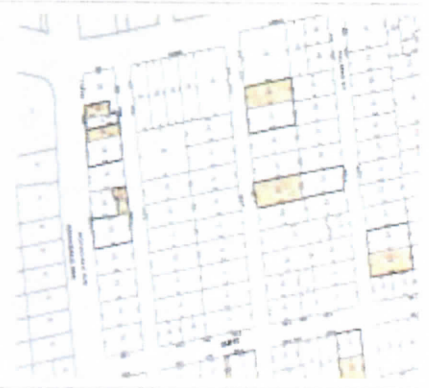
183400

Yard Items Value:

33900

Total Value:

806200

**Fiscal Year 2017****Fiscal Year 2016****Fiscal Year 2015**

Tax Rate Res.:	16.69	Tax Rate Res.:	16.49	Tax Rate Res.:	15.73
Tax Rate Com.:	36.03	Tax Rate Com.:	35.83	Tax Rate Com.:	33.56
Property Code:	400	Property Code:	400	Property Code:	400
Total Bldg Value:	588900	Total Bldg Value:	609700	Total Bldg Value:	609700
Total Yard Value:	33900	Total Yard Value:	33900	Total Yard Value:	33900
Total Land Value:	183400	Total Land Value:	183400	Total Land Value:	165100
Total Value:	806200	Total Value:	827000	Total Value:	808700
Tax:	\$29,047.39	Tax:	\$29,631.41	Tax:	\$27,139.97

Disclaimer: Classification is not an indication of uses allowed under city zoning.
This information is believed to be correct but is subject to change and is not warranted.

Hypothetical STA Calculation: **38 Blackmer Street**

Proposed Term		Current Tax Structure with New Investment								Proposed STA Sit
Fiscal Year	Year	Base Value	New Investment Value	New Assessment (BV+NI)	Current Tax Rate	Tax on Base Value	Tax on New Investment Value	Total Tax Paid w/o Incentive	Tax % Paid	Tax Benefit
2017	Base	\$806,200			\$36.03	\$29,047	\$0	\$29,047		
2019	1	\$806,200	\$0	\$806,200	\$36.03	\$29,047	\$0	\$29,047	0%	\$29,047
2020	2	\$806,200	\$0	\$806,200	\$36.03	\$29,047	\$0	\$29,047	25%	\$21,786
2021	3	\$806,200	\$0	\$806,200	\$36.03	\$29,047	\$0	\$29,047	50%	\$14,524
2022	4	\$806,200	\$0	\$806,200	\$36.03	\$29,047	\$0	\$29,047	75%	\$7,262
2023	5	\$806,200	\$0	\$806,200	\$36.03	\$29,047	\$0	\$29,047	100%	\$0
Totals						\$174,284	\$0	\$174,284		\$72,618

Notes:

¹ Base Value is current assessed value for FY

17

Current Commercial Tax Rate \$ **36.03**

**SPECIAL TAX ASSESSMENT AGREEMENT
BY AND BETWEEN
THE CITY OF NEW BEDFORD, MA
AND
OCEANS FLEET FISHERIES INC.
AND
HARBORVIEW LLC**

AGREEMENT is made this day of and between the City of New Bedford, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at 133 William Street, New Bedford, Massachusetts 02740 (hereinafter referred to as the “City”), Oceans Fleet Fisheries Inc. a Massachusetts corporation, having a principal place of business at 20 Blackmer Street, New Bedford, Massachusetts 02744 (hereinafter referred to as the “Company”), and Harborview LLC, a Massachusetts limited liability company, having a principal place of business at 20 Blackmer Street, New Bedford, MA 02744 (hereinafter referred to as the “Owner”).

PRELIMINARY STATEMENTS

A. Whereas, Owner and Company are parties to a Lease for certain land containing approximately .791 acres and shown on New Bedford Assessors’ records as PARCEL ID 25A 46, together with the improvements thereon, located at 38 Blackmer Street, New Bedford, Massachusetts 02744 (hereinafter referred to as the “Facility”).

B. The Owner, and the Company intend to improve and invest in the Facility and equipment (hereinafter referred to as the “Project”) provided that the City, Owner and Company enters into this Agreement.

C. The Project will create **19** new permanent full time jobs over the five years of the Special Tax Assessment Agreement for residents of the greater New Bedford area. The Project will result in over \$1,700,000.00 for the acquisition and renovation of the property, equipment, and other investment by the Company.

D. The Owner and the Company are seeking a Special Tax Assessment Exemption from the City, in accordance with the Massachusetts Economic Development Incentive Program and Chapters 23A, 40 and 59 of the Massachusetts General Laws.

E. The City strongly supports increased economic development to provide additional jobs for residents of the Economic Target Area and the City wishes to expand commercial, industrial and marine related activity within the City, and attempts to develop a healthy economy and stronger tax base. Further, to assess the needs, in each of its neighborhoods, in addressing blight and distressed properties.

F. The proposed Project will be located at 38 Blackmer Street, New Bedford, MA, and as Parcel 25A 46 according to the New Bedford Assessors' records and shown in the City's real property assessment database.

G. The base valuation of the Facility will be the assessed valuation of the Facility for FY17.

H. The proposed Project boundaries are in the Greater New Bedford Economic Target Area (the "ETA"), and are located within the existing South Terminal Economic Opportunity Area (the "EOA") as approved by the Massachusetts Economic Assistance Coordinating Council (the "EACC").

I. The Company's and Owner's Project furthers economic development goals and the criteria established for the ETA and the EOA.

IT IS HEREBY AGREED THAT:

The City, as authorized by the City Council on _____ enters into this Special Tax Assessment Agreement for the Project, encompassing the property described in the attached Exhibit A at 38 Blackmer Street, New Bedford, MA and shown in the City of New Bedford's real property assessment database.

ARTICLE I

1. The Facility is located in the existing South Terminal EOA. The City _____ is entering into this Agreement for the benefit of the Company and the Owner.

2. This is a Five (5) year incentive continuing through fiscal year 2022. This Agreement is effective beginning July 1, 2018.

3. (a) The Tax Increment Financing Exemption formula for the Project will be calculated as prescribed by Massachusetts General Laws Chapter 40, Section 59 and in 402 CMR 2.00, 760 CMR 22. and regulated by the Department of Revenue. The Tax Increment Financing Exemption formula will apply to the incremental difference in the assessed valuation of the property between the valuation in the base year, FY17, adjusted annually as outlined below, and the assessed valuation of the property for the next 5 years.

(b) The base valuation is the assessed value of the Facility in the fiscal year immediately prior to the fiscal year in which the Facility becomes eligible for a Special Tax Assessment Exemption. The base valuation is as of the date of this Agreement, and is verified through the Assessor's Office. The base valuation will only be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community, as defined in the above referenced Code of Massachusetts Regulations. The entire assessed value of the parcel is eligible for exemption from taxation.

(c) Specifically, this Agreement calls for an exemption from taxation as follows:

YEAR	FISCAL YEAR	TAX EXEMPTION
1	2019	100% of the total assessed value of the property
2	2020	75% of the total assessed value of the property
3	2021	50% of the total assessed value of the property
4	2022	25% of the total assessed value of the property
5	2023	0% of the total assessed value of the property

4. In accordance with Clause 51st of Section 5 of Chapter 59 of the Massachusetts General Laws, all personal property situated at the Facility is not exempt from tax for an STA Agreement.
5. The City is granting the Special Tax Assessment Exemption in consideration of the Company's commitment to:
 - a) Retain 0 and create 19 new permanent full time jobs over the five years of the Special Tax Assessment Agreement and that the Company cooperates with New Directions, the job training provider for the City, or any successor thereto in seeking to fill vacancies. The Company shall commit to a policy of making jobs available to qualified New Bedford residents for any employment opportunities that become available at the Facility (subject to applicable law and assuming equal qualification).
 - b) Invest, together with the Owner, approximately \$1,700,000.00 in the Project. The \$1,700,000.00 investment will be for the acquisition and renovation of the property, equipment, and other investment by the Company. The development of the Facility will be completed over the 5 years of this Special Tax Assessment Agreement.
6. The Company shall submit annual written reports on job creation, job retention, and new investments at the Property to City of New Bedford Board of Assessors, Mayor, and the New Bedford Economic Development Council by the end of July of each year with respect to the immediately preceding fiscal year during which this TIF Agreement is in effect. Reports shall be submitted for the 2019 fiscal year beginning on July 30, 2020, and for every fiscal year thereafter falling within the term of this Agreement; the first report, therefore, shall be submitted by the end of July 2020. The annual report shall include:
 - a) Employment levels at the Property at the beginning and end of the reporting period;
 - b) The specific number of ETA and New Bedford residents employed at the Property at the beginning and at the end of the reporting period;
 - c) A full accounting of the reasonable commercial efforts made by the Company to open new permanent full-time jobs at the Property to qualified residents of New

Bedford and then to the regional ETA;

- d) A narrative of the reasonable efforts made by the Company to solicit New Bedford businesses, vendors and suppliers to participate in requests for quotations for goods and services to be purchased by Company for the Property, including but not limited to the purchase of new machinery and equipment at the Property;
7. If the Company fails to meet the job creation and investment commitments specified in 5a and 5b, or the Owner fails to timely pay any payments due to the City for the Project, then the City, acting through its Tax Increment Financing (TIF) Board, may, at its sole discretion, take action to lead to decertification of the Project by the Economic Assistance Coordinating Council. Upon decertification, the City shall discontinue the Tax Increment Financing Exemption benefits described in paragraph 3, herein, commencing with the Fiscal Year for which either the Company or the Owner did not meet its commitment.
8. The parties hereto hereby expressly agree that the actual loss to the City of New Bedford as a result of the failure of the Company and Owner to comply with the provisions hereof are incapable of precise quantification due to the imprecise nature of secondary losses resulting from the Company's or Owner's breach of this Agreement. Therefore, upon decertification of this Project, the total amount of property tax that would otherwise have been due and payable to the City of New Bedford in the year of decertification but has otherwise been exempted pursuant to paragraph 3 hereof shall be paid as a Payment in Lieu of Taxes, as the City's sole remedy at law and equity for damages as a result of a breach of this Agreement.
9. This Agreement shall be binding upon all parties to it, and shall be binding upon and inure to the benefit of subsequent owners, companies or tenants of the Facility, so long as the Project has not been decertified by the EACC.
10. If the Company ceases to be an operating entity during the term of this Agreement, the City shall thereupon be under no obligation to continue this Agreement unless its obligations are assumed by another entity acceptable to the City. If the Company plans to change its business operations, or move from the Facility, the City shall be given three months notice prior to the change or move.
11. The parties hereto hereby expressly agree that if the Company plans to change its business plan as provided in the previous paragraph, it may request to amend this Agreement and to amend its commitment. There shall also be a corresponding amendment to the Exemption. If said amendment to the business plan results in a reduced commitment in terms of employment and investment, the amended Exemption shall be calculated in such a fashion that the total Exemption provided under this Agreement for this Project shall be reduced by the corresponding percentage of reduced commitment.

12. (a) If the Company defaults or fails to satisfy any of the material representations or obligations set forth in the Certified Project Application said default and/or failure shall be deemed a default of this Agreement.

(b.) Upon determination that the Company is in default as provided herein, the Owner and the Company shall be given written notice by certified mail, return receipt requested, at the address set forth herein and shall be given fourteen (14) days within which to cure said default. If the Owner or Company fails to cure said default as provided herein the Company shall have been deemed to have failed to meet the job creation and investment commitments specified in this Agreement and the TIF Board may exercise any action pursuant to sections 7 or 8 of this Article I.

ARTICLE II PROJECT REPRESENTATIONS

1. Project:

The Project that is the subject of this Agreement is the acquisition, construction renovation, equipping and improvement of the Facility, more fully described in the Certified Project Application submitted herewith by the Owner, its affiliates, and Company.

2. Representations of Owner:

- (a) The Owner represents that it understands that it and the Company's total investment in the Facility will be approximately \$1,700,000.00 for acquisition, renovation, and equipment, and other investment by the Company necessary to accommodate the Company to the Project.
- (b) The Owner represents that it understands on the basis of the business plan of the Company, and subject to standard business contingencies, that the Company estimates that the Project will create 19 permanent full time jobs over the five years of the Special Tax Assessment Agreement.
- (c) The Owner represents that it understands the Company shall endeavor first to hire its employees at the Facility from residents of the Greater New Bedford Economic Target Area.
- (d) The Owner represents that it understands that the Company will provide annual reports as required by the Commonwealth of Massachusetts on the employment activities of the Company, as well as annual information on occupancy in the building, investment in the building, and leasing status.

- (e) The Owner represents that the benefits contemplated by this Agreement will inure to the benefit of Company during the term of its lease with Owner and during the term(s) of any options to renew or to purchase exercised by the Company.

3. Representations of the City:

The City represents that no betterment or special assessments shall be assessed against the Facility throughout the term of this Agreement for any public construction or construction-related activities contemplated for the TIF Zone as of the date of the adoption of the TIF Plan.

4. Representations of the Company:

- (a) In anticipation of the receipt of the STA benefits described in this Agreement, and approval of its Certified Project Application submitted to the EACC, the Company has executed a lease for the Facility.
- (b) The Company will provide annual reports as required by the Commonwealth of Massachusetts on its employment activity at the Facility.
- (c) The Company will endeavor first to hire its employees at the Facility from Residents of the New Bedford Economic Target Area.
- (d) During the term of its lease, and during any extension thereof or upon any exercise of an option to purchase, while this Agreement is in effect, the Company will notify the City of any option or renewal exercised pursuant to its lease for the premises at the Facility.
- (e) Subject to standard business contingencies, the Company estimates that during the term of this Agreement, the Project will create 19 new permanent full time jobs over the five years of the Special Tax Assessment Agreement. The Company understands and acknowledges that the jobs created or retained to meet project eligibility guidelines must pay a minimum hourly wage equal to 110% of the State minimum hourly wage or equivalent.
- (f) The Company agrees to abide by the terms of this Agreement during the term of its lease with Owner and any option exercised thereunder.

ARTICLE III
MISCELLANEOUS

1. Subject to the provisions of Massachusetts General Laws Chapter 23A and 760 CMR 22.00, this Agreement shall take effect as of the date first set forth on the first page of this Agreement and remain in effect until the Termination Date. The Company shall have the right, in its sole discretion, to terminate this Agreement at any time during the term of its lease for the Facility or any extension exercised thereunder or during ownership of same, if any, after giving notice to the City of New Bedford and the EACC. Upon such termination, the tax increment

exemption granted herein shall cease as of the fiscal year next following such termination, as will the Company's ability to take the 5% EOA tax credit on qualifying investments.

2. For the purposes of this Agreement, "Unavoidable Delay" shall mean the prevention, delay or other hindrance of the performance of an action or obligation hereunder by acts of God, fire, earthquake, floods, explosion, actions of the elements, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws or orders of governmental or military authorities, denial of, refusal to grant or appeals of any permit, approval or action of any public or quasi public authority, official, agency or subdivision and any litigation relating thereto, or any other cause, whether similar or dissimilar to the foregoing, not within the control of such party obligated to perform such obligation (other than lack of or inability to procure money to fulfill commitments and obligations under this agreement).
3. Failure by the Owner to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless the Owner fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the City to the Owner and there after fails to complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults which cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, provided the Owner exercises due diligence in the remedying of such default. Failure of the Owner to pay real estate taxes as they become due shall constitute a default of the Agreement, and the provisions regarding termination by the City in Article I, section 7 shall then apply. The City will notify the Company of any potential default prior to termination of this Agreement, in order that the Company is provided an opportunity to remedy said default. Company may choose to remedy said default in its sole discretion.
4. If the City determines that the Company has not met the hiring projections described in its Certified Project Application, the amount of Exemption percentage described in Article I, section 3(c) herein may be reduced in an amount proportional to the delta of estimated new jobs to actual new jobs created until such time as the hiring estimates are met, at which time the full exemption will be restored. Such a determination shall be made by the City only after a review of the Project activity up to the date of said review. Said review may consider general economic conditions, regional or industry issues affecting Company directly or indirectly, Company's potential ability to meet hiring projections, and any other relevant factors. Said review may occur beginning in 2018, and be repeated on an annual basis as necessary thereafter.
5. After receiving written notice from any person, firm or other entity, that such party holds a mortgage which includes as part or all of the mortgaged premises, any part of the Project Area or any improvements thereon, the City shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to the Owner or Company under the terms of this Agreement, but such notice may be given by the

City to the Owner, Company and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default as is available to the Owner and to the Company and that such holder shall have forty-five (45) days more to cure any such default than would be available to the Owner or the Company under the provisions of this Agreement. In addition, so long as any such holder, within seventy five (75) days of receiving any such notice from the City, shall commence proceedings for foreclosure of any such mortgage and shall, in the meantime, keep and perform or cause to be kept and performed all the obligations of the Owner and/or the Company, or shall undertake to cure any default under or failure of the Owner and/or Company to satisfy any condition of this Agreement, to the extent that any such actions can be performed or undertaken by a party proceeding under foreclosure under applicable law, no default or failure of any condition shall exist under this Agreement.

6. The liability of the Owner or the Company or their successors or assigns, including, without limitation, mortgagees, shall be limited solely to its or their respective interests in the Facility, and any improvements located thereon, and no partner, venture, trustee, beneficiary shareholder, officer, director or the like of the Owner, from time to time, or any such person's or entity's separate assets or property, shall have or be subject to any personal liability hereunder.

7. All notices required or permitted by this Agreement shall be in writing, and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier.

If intended for the City, addressed to:

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

With copies concurrently delivered to:

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

New Bedford Economic Development Council
1213 Purchase Street
New Bedford, MA 02740

City of New Bedford
Assessor's Office
133 William Street
New Bedford, MA 02740

Director, Economic Assistance Coordinating Council
Massachusetts Office of Business Development
100 Cambridge Street, Suite 1010
Boston, MA 02114

If intended for the COMPANY, addressed to:

If intended for the OWNER, addressed to:

This Agreement shall run with the land. The covenants and agreements herein contained shall inure to the benefit of and shall be binding on the successors and assigns of the parties hereto. This Agreement may be amended only in writing with the consent of all parties and the consent of the Massachusetts Economic Assistance Coordinating Council.

WITNESS the execution hereof under seal in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

AGREED TO:

CITY OF NEW BEDFORD

Mayor

Date

Commonwealth of Massachusetts
County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identity, which was/were _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Public
My commission expires _____

Date

Commonwealth of Massachusetts
County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identity, which was/were _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Public
My commission expires _____

Date

Commonwealth of Massachusetts
County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identity, which was/were _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Public
My commission expires _____

**Resolution Approving Certified Project Application and Special Tax Assessment
Agreement with Oceans Fleet Fisheries Inc., and Harborview Realty LLC**

Whereas, Oceans Fleet Fisheries Inc., and Harborview Realty LLC have applied for designation as a Certified Project under the Massachusetts Economic Development Incentive Program created by Chapter 23A of Massachusetts General Laws; within an Economic Opportunity Area (“EOA”) within the New Bedford Economic Target Area (“ETA”) for a period of 5 years ending June 30, 2023 pursuant to the authority grandy by and meeting the requirements of 402 C.M.R. 2.10(3).

Whereas, Oceans Fleet Fisheries Inc., and Harborview Realty LLC meet the minimum standards and is consistent with the Economic Development Incentive Program and the local economic development goals and criteria established as part of the documents creating the Greater New Bedford Economic Target Areas shall be expected to benefit significantly from inclusion in said ETA:

Whereas, the proposed Certified Project is located at Parcel 25A 46 on 38 Blackmer Street New Bedford, MA and shown on the City of New Bedford’s real property assessment database on July 1, 2017;

Whereas, the project, together with all other projects previously certified and located in the same expansion project EOA will not overburden the City’s infrastructure and utilities servicing he EOA;

Whereas, the City of New Bedford has agreed to offer Oceans Fleet Fisheries Inc., and Harborview Realty LLC a Special Tax Assessment Agreement, for the project described in the application proposal that will have a reasonable chance of increasing employment opportunities for residents of the expansion project area, ETA. Said Agreement is hereby approved by the City Council and the STA Plan is incorporated by reference herein;

Whereas, Oceans Fleet Fisheries Inc., and Harborview Realty LLC is going to invest at least \$1,700,000 in the acquistion of the facility, renovations, and other capital expenditures, and will retain 6 permanent full time jobs and create 19 new permanent full time jobs over a period of five years;

Now Therefore be it Resolved that the City Council of the City of New Bedford approves the Certified Project application of Oceans Fleet Fisheries Inc., and Harborview Realty LLC and forward said application for certification to the Massachusetts Economic Assistance Coordinating Council for its approval and endorsement.

Further, the City Council of the City of New Bedford authorizes the Mayor to enter into a Special Tax Assessment Agreement between the City of New Bedford and Oceans Fleet Fisheries Inc., and Harborview Realty LLC. Said Agreement will provide for an exemption on property taxes on the full assessed valuation of the property at 100% for year one, 75% for year two, 50% for year three, 25% for year four, 0% for year five of a five-year Agreement according to the requirements and regulations established which govern the implementation of such Special Tax Assessment Agreements. The Agreement will be in effect as of FY2019 through FY2023.