



**CITY OF NEW BEDFORD**

**JONATHAN F. MITCHELL, MAYOR**

July 19, 2018

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

**RE: BRIDGEWATER FLIGHT ACADEMY**

Dear Council President Morad and Honorable Members:

Attached for your consideration is a one year lease extension between the City of New Bedford and the Commonwealth of Massachusetts/DCAM (on behalf of Bridgewater State University) for the Bridgewater State University Aviation Science Flight Training Program at the airport. The flight school has issued an RFP for a longer term lease and this extension is intended to bridge the gap.

Should you have any further questions, please feel free to contact me. A copy of the proposed Order is attached.

Very truly yours,

Jonathan F. Mitchell  
Mayor

EJ/bar

enclosure





# CITY OF NEW BEDFORD

## CITY COUNCIL

July 19, 2018

31

***Ordered,*** that the Mayor is authorized to execute on behalf of the City of New Bedford a One Year Lease Extension between the City of New Bedford, acting through its Airport Commission and the Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance on behalf of Bridgewater State University. A copy of the One Year Lease Extension is attached hereto and made a part hereof.

**PRESENTED TO THE MAYOR**

**For approval .....**

**City Clerk**

**Approved .....**

**Mayor**

**IN CITY COUNCIL**

**City Clerk**

**THIS OFFICIAL FORM MUST NOT BE ALTERED.**  
**ALL MODIFICATIONS MUST BE MADE BY SEPARATE RIDER.**

**COMMONWEALTH OF MASSACHUSETTS**

**SHORT-TERM TENANCY AGREEMENT**

**SUMMARY SHEET: REFERENCE DATA AND CONTENTS**

**Subjects Referred To:**

Each reference in this Short-Term Tenancy Agreement (this Tenancy) to any of the following subjects incorporates the data stated for that subject in this Summary Sheet (the Summary Sheet of this Tenancy).

**COMMENCEMENT DATE:** June 1, 2018, at 12:01 a.m.

**TERMINATION DATE:** As defined in Exhibit A, unless earlier terminated as provided in 5 of this Tenancy

**LANDLORD:** City of New Bedford

**ADDRESS OF LANDLORD:** 133 William Street  
New Bedford, Massachusetts 02740

**TENANT:** The Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAMM) of the Executive Office for Administration and Finance on behalf of the User Agency

**ADDRESS OF TENANT:** Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15th Floor  
Boston, Massachusetts 02108-1518

**TENANT'S REPRESENTATIVE:** Name: Martha Goldsmith, Director  
Address: Division of Capital Asset Management  
Office of Leasing and State Office Planning  
One Ashburton Place, Room 1411  
Boston, Massachusetts 02018  
Such other representatives as Tenant may designate in writing from time-to-time.

**USER AGENCY:** Bridgewater State University

**ADDRESS OF  
USER AGENCY:** 131 Summer Street  
Bridgewater, Massachusetts 02325

**BUILDING (ADDRESS):** 1852 Shawmut Avenue  
New Bedford, Massachusetts 02747

**PREMISES:** The entire building, grounds, and parking lot at 1852 Shawmut Avenue, the general aviation ramp adjacent to the parking lot and the unpaved area adjacent to the general aviation ramp as described in Exhibit C.

**USABLE AREA OF PREMISES:** Office Space: 10,480 square feet  
Storage Space: 0 square feet

**RESERVED PARKING SPACES:** Location: Entire parking area adjacent to the Premises

**PERMITTED USES:** Subject to the provisions of the Prior Lease Documents, as that term is defined in 4 of this Tenancy. Tenant must use the Premises for the following purposes: educational and community-service offerings to students and community members relating to the Bridgewater State University Aviation Science Flight Training Program.

**RENT:** \$5.73 per square foot, resulting in a monthly fixed rent of \$5,000.00.

## SHORT-TERM TENANCY AGREEMENT

This Tenancy is made on \_\_\_\_\_, 20\_\_\_\_, between Landlord and Tenant.

1. **PREMISES:** In consideration of the Rent, covenants, and agreements contained in this Tenancy, Landlord rents to Tenant, and Tenant rents from Landlord, the Premises described in the Summary Sheet of this Tenancy.
2. **TERM:** The term of this Tenancy commences on the Commencement Date and ends on the Termination Date. As of the Termination Date, this Tenancy automatically and immediately terminates, and the obligations and liabilities of the parties ends, except for those which, under this Tenancy, continue after the Termination Date.
3. **RENT PAYMENT:** Tenant agrees to pay, and Landlord agrees to accept, Rent described in the Summary Sheet of this Tenancy. Equal monthly installments of Rent are payable on or before the tenth day of the month for which it is due. Rent is prorated with respect to any fractional month during the Term.
4. **PRIOR LEASE DOCUMENTS INCORPORATED BY REFERENCE:** Landlord and Tenant agree that the provisions of the lease agreement for the Premises by and between Landlord and Tenant, together with each of the amendments to such lease and the respective attachments to such lease and such amendments (collectively, the Prior Lease Documents), *except as otherwise expressly provided in this Tenancy*, are incorporated by reference into this Tenancy, provided, however, that none of the Prior Lease Documents are extended or renewed by such incorporation by reference. The Prior Lease Documents are described in Exhibit B to this Tenancy. The rights, duties, and obligations of Landlord and Tenant under this Tenancy are governed by the provisions, covenants, and conditions of the Prior Lease Documents.
5. **TERMINATION BEFORE THE ORIGINALLY DESIGNATED TERMINATION DATE:**
  - (a) Tenant may terminate this Tenancy before the originally designated Termination Date by giving sixty-days-prior-written notice to Landlord.
  - (b) The fiscal year of the Commonwealth is the twelve-month period ending June 30 of each year. Appropriations and authorizations for expenditures by agencies of the Commonwealth are made on a fiscal-year basis. In accordance with G. L. c. 29, §27, the obligations of Tenant under this Tenancy, and under any amendment to, or extension or renewal of, this Tenancy, for any fiscal year, are subject to the appropriation and the allotment of sufficient funds to the User Agency. If, for any fiscal year during the Term, sufficient funds for the discharge of Tenant's obligations under this Tenancy are not appropriated and authorized, then Tenant may terminate this Tenancy before the originally designated Termination Date by written notice to Landlord.
  - (c) This Tenancy terminates automatically and immediately on the earlier Termination Date that is designated in the notice given under 5(a) or 5(b).
  - (d) Termination pursuant to 5(a) and 5(b) is without any liability whatsoever for damages, penalties, and other charges arising from early termination, and without further recourse to either party; provided, however, that Tenant must pay all Rent and any other charges due to Landlord for the period before Tenant's surrender of the Premises, and Tenant

must comply with the provisions of the Prior Lease Documents regarding the surrender and delivery of the Premises to Landlord.

6. LANDLORD'S WARRANTIES AND REPRESENTATIONS; CHANGES:

- (a) Landlord warrants and represents that Landlord has record title to the Premises (or if this Tenancy is a subtenancy, Landlord warrants and represents that Landlord holds a current and valid lease of the Premises), and that there are no encumbrances affecting the Premises, the Building, or both, that would prohibit or interfere with the construction of the Landlord's Improvements, or both, or with the use of the Premises for the Permitted Uses, or with both.
- (b) Landlord warrants and represents that Landlord's name appears in this Tenancy exactly as Landlord's name appears on Landlord's record title to the Premises if Landlord owns the Premises, or exactly as Landlord's name appears in Landlord's lease if this Tenancy is a subtenancy.
- (c) Landlord warrants and represents that Landlord has full legal capacity to enter into this Tenancy.
- (d) If Landlord is not a natural person or natural persons, but Landlord is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), Landlord warrants and represents that Landlord is validly organized and existing, that Landlord is in good standing in the state, commonwealth, province, territory, or jurisdiction of its organization, and that Landlord is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.
- (e) Landlord warrants and represents that the execution of this Tenancy is duly authorized and that each person executing this Tenancy on behalf of Landlord has full authority to do so and to fully bind Landlord.
- (f) Landlord warrants and represents that Landlord is neither debarred nor suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.
- (g) Landlord warrants and represents that Landlord knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Landlord or Landlord's properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity, enforceability, or both, of this Tenancy, Landlord's ability to carry out Landlord's obligations under this Tenancy, or both.
- (h) If the status of any warranty and representation by Landlord in this § 6 changes or ceases to be accurate during the Term, Landlord must notify Tenant in writing of each such change or cessation within ten business days after the occurrence of such change or cessation and must thereafter, within an additional ten business days, complete and submit to Tenant all commercially reasonable documentation that is necessary and appropriate to such change or cessation, all at no cost or expense to Tenant.



7. NOTICES:

- (a) Unless otherwise expressly permitted under this Tenancy, all notices or other communication required or permitted to be given under this Tenancy must be in writing, signed by a duly authorized representative of the party giving notice, and given by hand delivery (including without limitation, courier and overnight delivery service), or mailed by United States certified mail, postage prepaid, return receipt requested.
- (b) Unless otherwise expressly stated in this Tenancy, notices must be addressed and sent to Landlord at the address appearing for Landlord in the Summary Sheet of this Tenancy and to Tenant at the address appearing for Tenant in the Summary Sheet of this Tenancy, with copies to the User Agency (i) at the address of the Premises (after the Date of Occupancy) and (ii) at the address set forth for the User Agency in the Summary Sheet of this Tenancy if different from the address of Tenant.
- (c) Under this 7, Landlord and Tenant, at any time and from time-to-time, may designate a different address or different addresses to which notices must be sent. Notices sent in this manner are deemed given, for all purposes, (i) on the date shown on the receipt for delivery or (ii) as of the date notice is sent if delivery is refused.
- (d) Special Notice Where Failure to Reply Results in Consent or Approval

If the consent or approval of Landlord or Tenant is deemed under this Tenancy to be given to a request or submission following a period of non-reply, such consent or approval is effective only if the outside of the envelope containing the request or submission bears the following legend with the appropriate time period filled in, printed in bold-face all-uppercase type at least one-quarter inch high (28-point font):

**NOTICE: THIS REQUEST  
FOR APPROVAL REQUIRES  
IMMEDIATE REPLY.  
FAILURE TO RESPOND  
WITHIN \_\_\_\_ DAYS SHALL  
RESULT IN AUTOMATIC  
APPROVAL.**

8. AMENDMENTS: None of the covenants, agreements, provisions, and conditions of this Tenancy can be altered, waived, changed, or abandoned in any manner except by a written instrument that is signed, sealed, and mutually agreed upon by the parties to this Tenancy, and such instrument is not void for lack of a recital of consideration. Each capitalized word and

phrase used in this Tenancy has the same meaning as the meaning that is given to it in the Prior Lease Documents, unless otherwise indicated in this Tenancy.

9. **TENANT'S QUIET ENJOYMENT:** Tenant must have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord, by any other person for whose actions Landlord is legally responsible, or by any person claiming by, through, or under Landlord, except that Landlord has the right to enter the Premises upon not less than 48-hours notice, at such time and in such manner as does not unreasonably interfere with the conduct of the Tenant's business, for the purpose of maintenance, making repairs, or both. Landlord has the right to enter the Premises without notice upon the occasion of any emergency endangering life, property, or both.
10. **RIDER, EXHIBITS, AND OTHER ACCOMPANYING DOCUMENTS:** Other than the "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance," each rider, exhibit, and other accompanying document is an integral part of this Tenancy for all lawful intents and purposes.

The "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance" are required by the General Laws of the Commonwealth of Massachusetts for rental agreements and for agreements that extend or renew rental agreements in which the Commonwealth of Massachusetts is the tenant, but these required documents are not part of the documents for which they are required and therefore are not attached to them.

11. **WAIVER OF SUBROGATION:** To the extent that insurance proceeds are actually recovered under insurance maintained by or for the benefit of Landlord or Tenant (Tenant being under no obligation to maintain any insurance), Landlord and Tenant each releases the other from any and all liability paid for on account of such proceeds, and to such extent (and only to such extent), each waives all claims by way of subrogation. All insurance that is carried by Landlord with respect to the Premises, whether or not required by this Tenancy, must include provisions that deny to the insurer acquisition by subrogation of rights of recovery against Tenant to the extent such rights have been waived by Landlord, insofar as and to the extent that such provisions may be effective without making it impossible for Landlord to obtain insurance coverage from responsible companies qualified to do business in Massachusetts, even though extra premium may result from such provisions.
12. **AFFIRMATIVE ACTION; NON-DISCRIMINATION IN HIRING AND EMPLOYMENT:** Landlord must comply with all federal and state laws, rules, and regulations promoting fair-employment practices or prohibiting employment discrimination and unfair-labor practices and must not discriminate in the hiring of any applicant for employment or demote, discharge, or otherwise subject any qualified employee to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, as defined by chapter 199 of the Acts of 2011, or for exercising any rights afforded by law. Landlord commits to exercise diligent efforts in purchasing supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

**LANDLORD: CITY OF NEW BEDFORD ACTING THROUGH ITS AIRPORT  
COMMISSION**

By: 

Printed Name: Paul Barton

Title: Chairman, New Bedford Airport Commission

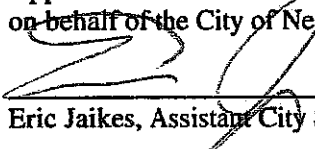
**CITY OF NEW BEDFORD ACTING THROUGH ITS MAYOR'S OFFICE**

By: \_\_\_\_\_

Printed Name: Jonathan F. Mitchell

Title: Mayor, City of New Bedford

Approved as to form and legality  
on behalf of the City of New Bedford:

  
Eric Jaikes, Assistant City Solicitor

**TENANT: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND  
THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL  
ASSET MANAGEMENT AND MAINTENANCE**

By: \_\_\_\_\_

Carol W. Gladstone, Commissioner

**USER AGENCY: BRIDGEWATER STATE UNIVERSITY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Matters of Form:

\_\_\_\_\_  
Peter A. Wilson, Deputy General Counsel  
Division of Capital Asset Management and Maintenance

**COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE  
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE  
OFFICE OF LEASING AND STATE OFFICE PLANNING**

**CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER NO. 481**

Pursuant to Executive Order No. 481, \_\_\_\_\_

Seot Sana  
(name(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, or Prospective Lender)

Manager of City of New Bedford (Contractor),  
(title(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, or Prospective Lender) (name of Landlord, Licensor, Mortgagee, or Prospective Lender named in the document to which this Certificate is attached)

whose principal place of business is located at 133 William Street, New Bedford, MA 02740  
(address of principal place of business of Landlord, Licensor, Mortgagee or Prospective Lender named in the document to which this Certificate is attached)

certifies, as a condition of receiving Commonwealth funds under (a) the lease or (b) the short-term tenancy agreement or (c) the license or (d) the amendment or (e) the subordination, non-disturbance, and attornment agreement or (f) the change-of-ownership documents to which this Certificate is attached (this Contract) for the premises located at 1852 Shawmut Avenue, New Bedford, MA  
(address of the premises as stated in

Short-Term Tenancy Agreement that:  
(the document to which this Certificate is attached)

1. The following provisions of this certification are ancillary to this Contract and will be and are binding upon Contractor as if literally included among the provisions of this Contract.
2. Contractor must not and will not knowingly use undocumented workers in connection with Contractor's performance under this Contract.
3. Pursuant to federal requirements, Contractor must and will verify the immigration status of all workers assigned to Contractor's performance under this Contract without engaging in unlawful discrimination, and Contractor must not and will not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
4. Contractor is aware that any breach of item 2, item 3, or both item 2 and item 3 during the term of this Contract may be regarded as a material breach of this Contract, subjecting Contractor to sanctions, including by way of example only and not limitation, monetary penalties, withholding of Commonwealth funds and other payments, suspension or termination of this Contract or both, and any other remedy available to Tenant or Licensee under this Contract, at law, or in equity.

Signed under the penalties of perjury on June 1, 2018.

[Signature]  
(signature(s) of person(s) whose name(s) and title(s) appear at the beginning of this Certificate)

## **EXHIBIT A**

### **Termination Date of Short-Term Tenancy Agreement**

Subject to earlier termination as provided in 5 of this Tenancy, the Termination Date is at 11:59 p.m. on the earlier of May 31, 2019, or, if Tenant enters into a new lease (the New Lease) on behalf of User Agency, the day immediately before the Date of Occupancy as defined in the New Lease.

**EXHIBIT B**

The Prior Lease Documents, as defined in 4 of this Tenancy, are described as follows:

Lease dated June 20, 2008, between Landlord and Tenant

First Amendment to Lease and Lease Extension dated June 23, 2014, between Landlord and Tenant

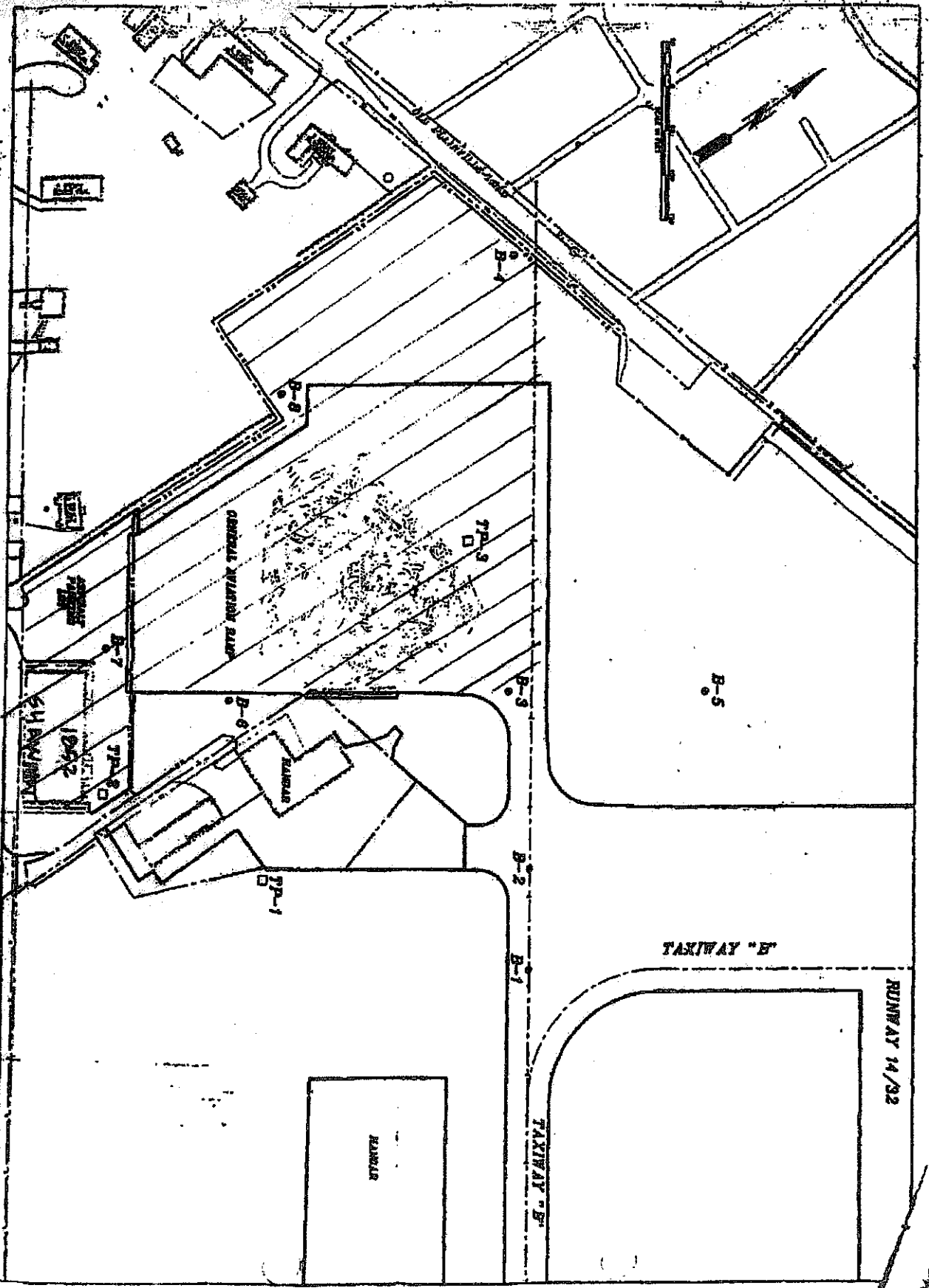


EXHIBIT C

NEW BEDFORD REGIONAL AIRPORT