

***CITY COUNCIL CALENDAR***

**Thursday, June 28, 2018**

\*\*\*\*\*

***NOTE:***

***THE MEETING IS HELD AT 7 P.M. CITY COUNCIL CHAMBERS - ROOM 214, CITY HALL,  
133 WILLIAM STREET, NEW BEDFORD, MA. FOR OFFICAL POSTING, PLEASE SEE  
CITY'S WEBSITE***

\*\*\*\*\*

***OPENING OF SESSION BY:***

***CITY COUNCIL PRESIDENT LINDA M. MORAD***

\*\*\*\*\*

***PRAYER LED BY:***

***MS. PRISCILLA LOURO-FONSECA, CHAPLAIN, BRISTOL COUNTY AMERICAN LEGION  
DISTRICT A***

\*\*\*\*\*

***PLEDGE OF ALLEGIANCE***

.

\*\*\*\*\*

***HEARINGS***

1. A HEARING, ORDERED, that the following petroleum license hereby be REVOKED: 247 CEDAR STREET, originally granted April 11, 1946 for 6,122 gallons of storage, two (2) tanks were removed on March 3, 2017, one (1) 1000 gallon and one (1) 5000 gallon tanks.

1a. COMMUNICATION, David Ferreira, owner of 247 Cedar Street, to City Clerk Farias, requesting that the petroleum license at said address be REVOKED. (To be Received and Placed on File.)

2. HEARING, on Verizon New England, Inc. & NSTAR Electric Company d/b/a Eversource Energy for joint location of one (1) Mid Span Pole at 114 CLARK STREET.

2a. AN ORDER,

***MAYOR'S PAPERS***

M1. COMMUNICATION, Mayor Mitchell, to City Council, submitting a ORDER, that the City Treasurer is hereby authorized to enter into Compensating Balance Agreements with financial institutions for the period of July 01, 2018 - June 30, 2021.

M1a. AN ORDER,

M2. COMMUNICATION, Mayor Mitchell, to City Council, submitting an ORDER that the City of New Bedford accept G.L. c.64N, Section 3 to impose a excise tax on the retail sales of marijuana for adult use at the rate of 3 percent.

M2a. AN ORDER,

M3. COMMUNICATION, Mayor Mitchell, to City Council, submitting the APPOINTMENT of KENNETH BLANCHARD, Fairhaven, MA, to the GREATER NEW BEDFORD REGIONAL REFUSE MANAGEMENT DISTRICT; Mr. Blanchard will be replacing Lawrence D. Worden; this term will expire June 2019; also requesting a ONE-YEAR WAIVER OF RESIDENCY for Mr. Blanchard, this waiver will be in effect until June 2019.

M4. COMMUNICATION, Mayor Mitchell, to City Council, submitting a WAIVER of RESIDENCY for DEREK PACHECO, Westport, MA, SENIOR SYSTEMS ANALYST, in the NEW BEDFORD POLICE DEPARTMENT.

M5. COMMUNICATION, Mayor Mitchell to City Council, submitting a WAIVER of RESIDENCY for CONNOR ROY, LIFEGUARD, DEPARTMENT OF PARKS, RECREATION and BEACHES, who resides in Acushnet, MA.

M6. COMMUNICATION, Mayor Mitchell, to City Council, submitting a WAIVER of RESIDENCY for ROGER HART, LIFEGUARD, DEPARTMENT OF PARKS, RECREATION AND BEACHES, who resides in Medway, MA.

M7. COMMUNICATION, Mayor Mitchell, to City Council, submitting the APPOINTMENT of ANNA SURMA, New Bedford, MA 02740, to the HISTORICAL COMMISSION; this term will expire June 2021.

M8. COMMUNICATION, Mayor Mitchell, to City Council, submitting the REAPPOINTMENT of SYLVIA GOMES, New Bedford, MA 02744, to the COMMUNITY PRESERVATION COMMITTEE; this term will expire April 2021.

### ***NEW BUSINESS***

3. REPORT, Committee on Appointments & Briefings, recommending to the City Council to GRANT AS AMENDED, the Petition, **Luisander Caraballo, 9 Vandewater Street, Providence, RI 02908 d/b/a DANNY'S APPLIANCE, 1502 Purchase Street, New Bedford, MA 02740**, a Waiver of Residency in accordance with Section 15-18 of the City Code, to obtain a **NEW LICENSE TO DEAL IN JUNK, OLD METALS OR ANY OTHER SECOND HAND ARTICLES**.

3a. PETITION, **Luisander Caraballo, 9 Vandewater Street, Providence, RI 02908 d/b/a DANNY'S APPLIANCE, 1502 Purchase Street, New Bedford, MA 02740**, requesting that he be granted a Waiver of Residency in accordance with Section 15-18 of the City Code, to obtain a **NEW LICENSE TO DEAL IN JUNK, OLD METALS OR ANY OTHER SECOND HAND ARTICLES**. (Referred to the Committee on Appointments and Briefings – May 8, 2018.)

4. REPORT, Committee on Appointments & Briefings, recommending to the

City Council APPROVAL of the Application on behalf of **Antonia Cruz d/b/a TRANSPORTE LA TRIXITA, 89 Beetle Street, New Bedford, MA 02746**, requesting a **NEW PRIVATE LIVERY LICENSE**, under the provisions of Massachusetts General Laws, Chapter 159A, Section 1, and amendments thereto, and M.G.L. Chapter 270, Section 22 (Smoke Free Workplace Law) and all other laws applicable to such operation to carry passengers for hire over the streets of New Bedford.

4a. COMMUNICATION, City Clerk/Clerk of the City Council, to City Council, on behalf of **Antonia Cruz d/b/a TRANSPORTE LA TRIXITA, 89 Beetle Street, New Bedford, MA 02746**, hereby submitting a copy of the Application requesting a **NEW PRIVATE LIVERY LICENSE**, under the provisions of Massachusetts General Laws, Chapter 159A, Section 1, and amendments thereto, and M.G.L. Chapter 270, Section 22 (Smoke Free Workplace Law) and all other laws applicable to such operation to carry passengers for hire over the streets of New Bedford. (Referred to the Committee on Appointments and Briefings – May 8, 2018.)

5. REPORT, Committee on Appointments & Briefings, recommending to the City Council APPROVAL on the APPLICATION, **Khalil Arsanios, D/B/A International Auto Repair, for a SPECIAL PERMIT for Motor Vehicle General Repair and Light Service at 308 Mill Street, New Bedford, MA 02740**.

5a. SPECIAL PERMIT, **Khalil Arsanios, D/B/A International Auto Repair**, for a **SPECIAL PERMIT for Motor Vehicle General Repair and Light Service at 308 Mill Street, New Bedford, MA 02740**.

6. REPORT, Committee on Appointments & Briefings, recommending to the City Council APPROVAL of the APPLICATION, **Mohammad A. Dadauch, for a SPECIAL PERMIT for Motor Vehicle Sales and Rentals at 297 Belleville Avenue, New Bedford, MA 02746**.

6a. SPECIAL PERMIT, **Mohammad A. Dadauch, for a SPECIAL PERMIT for Motor Vehicle Sales and Rentals at 297 Belleville Avenue, New Bedford, MA 02746**.

7. REPORT, Committee on Appointments and Briefings, recommending to the City Council to continue to support the North Star Learning Center's programs and their application for CDGB monies for the construction of a new Childhood Program Center.

8. REPORT, Committee on City Property, recommending that the City Council proceed with the sale of the property identified as 14 Hervey Tichon Avenue, New Bedford Assessor's Map 66, Lots 135, 137, 145, 147 and 148; and recommending that the City Council accept the Request For Proposals (RFP) issued by the Administration related to the sale of properties identified as 14 Hervey Tichon Avenue, New Bedford Assessor's Map 66, Lots 135, 137, 145, 147 and 148 and accept the proposals submitted pursuant to the RFP; and recommending to the City Council APPROVAL of the sale of the property identified as 14 Hervey Tichon Avenue, New Bedford Assessor's Map 66, Lots 135, 137, 145, 147 and 148 to Nordic Fisheries, Inc. or RCP Realty, LLC, pursuant to the proposal submitted under the RDP approved by the Committee on

City Property and that the Administration be authorized to execute all documents necessary for the transfer of the respective properties.

8a. ORDER, That pursuant to M.G. L., Chapter 40, Section 3, the real property located in New Bedford, MA and being shown on New Bedford Assessor's Map 66, Lots 135, 137, 145, 147 and 148 be sold to Nordic Fisheries, Inc. in accordance with Massachusetts General Laws Chapter 30B and New Bedford Code of Ordinances Section 2-65, et. Seq. and the terms of a purchase and sale agreement and deed to be drafted by the City Solicitor and executed by the Mayor. (14 Hervey Tichon Avenue) – (Referred to the Committee on City Property –April 12, 2018.)

9. REPORT, Committee on City Property, recommending that the City Council proceed with the sale of the property identified as 22 Antonio L. Costa Boulevard, New Bedford Assessor's Map 66, Lots 128 and 136; and recommending that the City Council accept the Request For Proposals (RFP) issued by the Administration related to the sale of property identified as 22 Antonio L. Costa Boulevard, New Bedford Assessor's Map 66, Lots 128 and 136 and accept the proposals submitted pursuant to the RFP; and recommending to the City Council APPROVAL of the sale of the property identified as 22 Antonio L. Costa Boulevard, New Bedford Assessor's Map 66, Lots 128 and 136 to Nordic Fisheries, Inc. or RCP Realty, LLC pursuant to the proposal submitted under the RFP approved by the Committee on City Property and that the Administration be authorized to execute all documents necessary for the transfer of the respective properties.

9a. ORDER, That pursuant to M.G. L., Chapter 40, Section 3, the real property located in New Bedford, MA and being shown on New Bedford Assessor's Map 66, Lots 128 and 136 be sold to Nordic Fisheries, Inc. in accordance with Massachusetts General Laws Chapter 30B and New Bedford Code of Ordinances Section 2-65, et. Seq. and the terms of a purchase and sale agreement and deed to be drafted by the City Solicitor and executed by the Mayor. (22 Antonio L. Costa Boulevard) – (Referred to the Committee on City Property –April 12, 2018.)

10. REPORT, Committee on Finance, recommending to the City Council ADOPTION of the ORDER for the TRANSFER of \$2,908,031. from WATER FREE CASH, to WATER CHARGES AND SERVICES in the amount of \$150,000.00 and WATER CAPITAL OUTLAY in the amount of \$375,000.00 and WATER STABILIZATION in the amount of \$2,383,031.

10a. ORDER, Referred to the Committee on Finance - May 24, 2018.)

11. REPORT, Committee on Finance, recommending to the City Council ADOPTION of the ORDER for the TRANSFER of \$300,000.00 from WATER SALARIES AND WAGES to WATER CHARGES AND SERVICES.

11a. ORDER, Referred to the Committee on Finance - May 24, 2018.

12. REPORT, Committee on Finance, recommending to the City Council ADOPTION of the ORDER for the TRANSFER of \$150,000.00, from WASTEWATER SALARIES AND WAGES to WASTEWATER OTHER FINANCING USES.

12a. ORDER, Referred to the Committee on Finance - May 24, 2018.  
13. REPORT, Committee on Finance, recommending to the City Council ADOPTION of the ORDER for the TRANSFER OF \$81,458.00, from PUBLIC INFRASTRUCTURE, SALARIES AND WAGES, in the amount of \$80,000.00 and CAPITAL OUTLAY in the amount of \$1,458.00 to PUBLIC INFRASTRUCTURE, CHARGES AND SERVICES in the amount of \$30,000.00 and SUPPLIES AND MATERIALS in the amount of \$51,458.00.

13a. ORDER - Referred to the Committee on Finance - May 24, 2018.

14. REPORT, Committee on Finance, recommending to the City Council ADOPTION of the ORDER for the TRANSFER of \$236,400.00, from FACILITIES AND FLEET SALARIES AND WAGES, in the amount of \$213,000.00 and SUPPLIES AND MATERIALS in the amount of \$23,400.00 to FACILITIES AND FLEET CHARGES AND SERVICES.

14a. ORDER, Referred to the Committee on Finance - May 24, 2018.

15. REPORT, Committee on Finance, recommending to the City Council ADOPTION of the ORDERS for the TRANSFER of \$77,500.00, from PLANNING SALARIES AND WAGES, in the amount of \$60,000.00 and INSPECTIONAL CHARGES AND SERVICES in the amount of \$17,500.00 to MAYORS SALARIES AND WAGES; and for the TRANSFER of \$20,000.00, from TRAFFIC SALARIES AND WAGES to MAYOR CHARGES AND SERVICES.

15a. ORDER, Referred to the Committee on Finance - May 24, 2018.

15b. ORDER, Referred to the Committee on Finance - May 24, 2018.

16. REPORT, Committee on Appointments & Briefings, recommending to the City Council to take **“NO FURTHER ACTION”** on a WRITTEN MOTION, Councillor Gomes, requesting, that a letter be sent to the owner of the old HESS Gas Station or Speedway franchise located at the corner of Cove Road and Crapo Street, asking for immediate action as to what their intentions are for this location; and further, that City Solicitor McDermott begin the process of making sure that this company is held accountable for the deterioration and underground gas tanks and any other contaminants at said location; and further, that the Department of Inspectional Services and the Treasurer’s office inform the City Council if there are any problems at this location or any taxes due.

16a. WRITTEN MOTION, Councillor Gomes, requesting, that a letter be sent to the owner of the old HESS Gas Station or Speedway franchise located at the corner of Cove Road and Crapo Street, asking for immediate action as to what their intentions are for this location; and further, that City Solicitor McDermott begin the process of making sure that this company is held accountable for the deterioration and underground gas tanks and any other contaminants at said location; and further, that the Department of Inspectional Services and the Treasurer’s office inform the City Council if any problems exist at this location, or any taxes are due. (Referred to the Committee on Appointments and Briefings – November 10, 2016.)

17. REPORT, Committee on Appointments & Briefings, recommending to the City Council to take **“NO FURTHER ACTION”** on a WRITTEN

MOTION, Councillor Gomes, requesting, that the Committee on Appointments and Briefings meet with Derek Santos from New Bedford Economic Development Council, along with members of the Board of Park Commissioners and a representative of the Administration and Mass Development Council for the purposes of discussing the planned Business Park proposal for the Whaling City Golf Course; and further, that Mr. Santos provide the Council with a breakdown of how much this will cost the City to develop, what are the pros and cons with all the losses included, what will be the tax return, and more importantly, why wasn't this discussed on a City-wide basis before this decision was made, with those from the Board of Park Commissioners as well as the taxpayers of the City of New Bedford.

17a. WRITTEN MOTION, Councillor Gomes, requesting, that the Committee on Appointments and Briefings meet with Derek Santos from New Bedford Economic Development Council, along with members of the Board of Park Commissioners and a representative of the Administration for the purposes of discussing the planned Business Park proposal for the Whaling City Golf Course; and further, that Mr. Santos provide the Council with a breakdown of how much this will cost the City to develop, what are the pros and cons with all the losses included, what will be the tax return, and more importantly, why wasn't this discussed on a City-wide basis before this decision was made, with those from the Board of Park Commissioners as well as the taxpayers of the City of New Bedford. (Referred to the Committee on Appointments and Briefings – May 23, 2017.)

18. REPORT, Committee on Appointments & Briefings, recommending to the City Council to take “**NO FURTHER ACTION**” on a WRITTEN MOTION, Councillor Gomes, requesting, that as Amazon is looking to establish a second headquarters in Massachusetts that the Administration, the City Council and the Economic Development Council reach out to Amazon officials and their corporate office in a joint letter signed by all parties stating that the City of New Bedford, Massachusetts is ready and willing to negotiate with company officials the possibility of locating in the City; and further that company officials be invited to the City of New Bedford for seafood luncheon or dinner and a tour of the City and what we have to offer in making a home for Amazon in New Bedford.

18a. WRITTEN MOTION, Councillor Gomes, requesting, that as Amazon is looking to establish a second headquarters in Massachusetts that the Administration, the City Council and the Economic Development Council reach out to Amazon officials and their corporate office in a joint letter signed by all parties stating that the City of New Bedford, Massachusetts is ready and willing to negotiate with company officials the possibility of locating in the City; and further that company officials be invited to the City of New Bedford for seafood luncheon or dinner and a tour of the City and what we have to offer in making a home for Amazon in New Bedford. (Referred to the Committee on Appointments and Briefings – September 14, 2017.)

19. REPORT, Committee on City Property, recommending to the City Council to take “**NO FURTHER ACTION**” on a City of New Bedford’s Request for Proposals for the Purchase of Real Property.

19a. REQUEST FOR PROPOSAL - Referred to the Committee on City Property - February 08, 2018.

20. REPORT, Committee on City Property, recommending to the City Council to take “**NO FURTHER ACTION**” on a PROPOSAL – John E. Williams, Manager, Clark’s Cove Development Co., LLC, submitting a proposal for parcels of land the ES Bolton Street and WS Orchard Street – Map 19, Lot 1 and Map 23, Lots 295, 158 and 294.

20a. COMMUNICATION/PROPOSAL John E. Williams, Manager, Clark's Cove Development Co., LLC, submitting a proposal for parcels of land the ES Bolton Street and WS Orchard Street - Map 19, Lot 1 and Map 23, Lots 295, 158 and 294. (Referred to the Committee on City Property - February 08, 2018.)

21. REPORT, Committee on City Property, recommending to the City Council to take “**NO FURTHER ACTION**” on a COMMUNICATION/EMAIL, Council President Morad, submitting copy of a letter received from John E. Williams, from the law firm of Sullivan, Williams and Quintin, relative to Clarks’ Cove Development, owners of the Goodyear site, in response to the City of New Bedford’s Request for Proposal (RFP) for a proposed New Public Safety Building.

21a. COMMUNICATION/EMAIL, Council President Morad, submitting a copy of a letter received from John E. Williams, from the law firm of Sullivan, Williams and Quintin, relative to Clark's Cove Development, owners of the Goodyear site, in response to the City of New Bedford's Request for Proposal (RFP) for a proposed New Public Safety Building - (Referred to the Committee on City Property - March 08, 2018.)

22. REPORT, Committee on Finance, recommending that the City Council take “**NO FURTHER ACTION**” on the WRITTEN MOTION, Councillor Lopes, requesting that the Committee on Finance meet with the Police Chief and a designee from the Mitchell Administration to discuss the establishment of a city-owned and operated storage yard for Police issued tows.

22a. WRITTEN MOTION, Councillor Lopes, requesting that the Committee on Finance meet with the Police Chief and a designee from the Mitchell Administration to discuss the establishment of a city-owned and operated storage yard for Police issued tows - (Referred to the Committee on Finance March 22, 2018.)

23. WRITTEN MOTION, Councillors Abreu, Lima and Gomes, requesting that the Committee on Public Safety and Neighborhoods, Police Chief Cordeiro, and the Administration work collaboratively together to identify the potential installation of surveillance cameras at our public parks and parking lots where there may be no current surveillance, the appropriate installation of such surveillance cameras would be not only a deterrent for potential crime, but would also be used as another tool at the disposal of our law enforcement professionals when investigating cases which may have occurred at said areas. (To be Referred to the Committee on Public Safety and Neighborhoods.)

24. WRITTEN MOTION, Councillor Lopes, requesting on behalf of the homeowners on Coral Street, that the Traffic Commission install signage along Coral Street stating "No Boat Trailer Parking" (To be Referred to the Traffic Commission.)

25. WRITTEN MOTION, Councillor Gomes, requesting, that a letter be sent to David Neeleman, founder, JetBlue Airlines, now the proposer and founder of a new airline called Moxy Airways, inviting him or his representative to the City of New Bedford for the purpose of considering New Bedford as a point of destination and departure, as this new airline is looking to locate in secondary airports across the country providing point to point destinations; and further, requesting, that the Airport Commission send a letter to Moxy Airways, outlining the possibilities and information on our airport and put together a sales pitch and a strategy as to why Moxy Airways should locate at the New Bedford Regional Airport.

WRITTEN MOTION, Councillors Abreu, Giesta, Gomes, Lopes, Lima and Dunn, requesting that the New Bedford City Council go on record once again in support of the Service Employees International Union (SEIU) Local 888 opposition to the Massachusetts Department of Transportation (MassDOT) privatization of staffing proposal of the New Bedford/Fairhaven Bridge, said bridge conducts on average 5,000 openings per year for roughly 90,000 vessels, and it is imperative that such operations continue to remain staffed by our locally-sourced and community-invested workforce. (To be Referred to MassDOT Secretary & CEO Stephanie Pollack, MassDOT District 5 Commissioner Mary-Joe Perry, Governor Charlie Baker, and our State and Federal Delegation.)

27. WRITTEN MOTION, Councillor Gomes, requesting, that the City, Airport Commission, and management immediately address the airport signage located at Hathaway Road, Shawmut Avenue, Mount Pleasant Street and Downey Street, said signage needs to be replaced due to the fact it is not visible because of tarnishing and does not light up in the evening, the signage is important in directing passengers and business to the airport; and further, requesting that the trees and bushes be trimmed at both locations due to the fact this sign does not only serve the airport, but many of the businesses located in the airport area.

28. WRITTEN MOTION, Councillor Gomes, requesting, that the City Council send a letter to Senate President Harriette Chandler and House of Representative President Robert DeLeo, along with our area Legislative Delegation and Senator Montigny requesting that they support and take immediate action to address the online lottery bill (S182) and urge lawmakers to move into the 21st-century and give the Massachusetts lottery the resources and the online tools needed to continue to be the primary generating source of local aid to Cities and Towns in the Commonwealth of Massachusetts; and further, that a letter be sent to Representative Joseph Wagner, Chair of the Joint Committee of Economic Development and Emerging Technologies urging him to report the Committees findings and recommendations pertaining to this issue and bill. (Copy of bill S182 enclosed.)

29. COMMUNICATION, City Clerk/Clerk of the City Council, to City Council, on behalf of **Michael Souza, 214 Belair Street, New Bedford, MA 02745 d/b/a SOUZA TRANSPORTATION, New Bedford, MA 02745**, hereby submitting a copy of the Application requesting a **RENEWAL of a PRIVATE LIVERY LICENSE**, under the provisions of Massachusetts General Laws, Chapter 159A, Section 1, and amendments thereto, and M.G.L. Chapter 270, Section 22 (Smoke Free Workplace Law) and all other laws applicable to such operation to carry passengers for hire over the streets of New Bedford. **(Current License expired June 8, 2018.)**



COMMUNICATION, City Clerk/Clerk of the City Council, to City Council, on behalf of **KHALIL ARSANIOS, 1220 Pleasant Street, New Bedford, MA 02740, d/b/a INTERNATIONAL TRANSPORTATION LLC, 1220 Pleasant Street, New Bedford, MA 02740**, hereby submits a copy of the Application requesting a **RENEWAL OF A PRIVATE LIVERY LICENSE**, under the provisions of Massachusetts General Laws, Chapter 159A, Section 1, and amendments thereto, and M.G.L. Chapter 270, Section 22 (Smoke Free Workplace Law) and all other laws applicable to such operation to carry passengers for hire over the streets of New Bedford. (Current License expires 07/20/2018.)

31. COMMUNICATION, City Solicitor to Members of the City Council, submitting a draft Purchase and Sales Agreement between the City of New Bedford and Peacefully at Home Wellness and Healthcare, Inc., for the purchase of land for the South End Public Safety Center.(To be Referred to the Committee on City Property.)

32. COMMUNICATION, Council President Morad, submitting a copy of an “Other Comments and Recommendations Letter” from Hague, Sahady & Co., P.C. in connection with the City’s fiscal year 2017 Audit. (To be Referred to the Committee on Audit.)

33. COMMUNICATION, Kirsten Bryan, Acting City Planner, to City Clerk Farias, notifying that on January 10, 2018, the Planning Board voted to designate Board Member Arthur Glassman as the Planning Board's representative to the Community Preservation Committee.

34. COMMUNICATION, City Clerk/Clerk of the City Council, Dennis W. Farias, submitting letter from Erik B. Rousseau, SRTA, regarding bus service to New Bedford’s South End and peninsula.

### ***TABLED BUSINESS***

**05/24/2018** WRITTEN MOTION, Councillors Gomes and Carney, requesting, once more that the Committee on Appointments and Briefings meet with management of Kings Village, this request comes once again on behalf of the residents; and further, that once again the Board of Health and the Department of Inspectional Services inspect the housing complex for rodent complaints, bedbugs, mold and mildew and the maintenance procedures that have not been done in the buildings following up on inspections that were done early this year; and further, once more that letters be sent to our State Legislative Delegation, HUD and State Health inspectors about the conditions at the senior citizen complex.

***In accordance with the Americans with Disabilities Act (ADA),  
if any accommodations are needed,  
please contact the City Council Office at 508-979-1455.***

*Requests should be made as soon as possible  
but at least 48 hours prior to the scheduled meeting.*



Item Title:

THE MEETING IS HELD AT 7 P.M. CITY COUNCIL CHAMBERS - ROOM 214, CITY HALL, 133 WILLIAM STREET, NEW BEDFORD, MA. FOR OFFICAL POSTING, PLEASE SEE CITY'S WEBSITE

Item Detail:

Additional Information:



Item Title:  
CITY COUNCIL PRESIDENT LINDA M. MORAD

Item Detail:

Additional Information:



Item Title:

MS. PRISCILLA LOURO-FONSECA, CHAPLAIN, BRISTOL COUNTY AMERICAN LEGION  
DISTRICT A

Item Detail:

Additional Information:



Item Title:

.

Item Detail:

Additional Information:



Item Title:

REVOCATION OF PETROLEUM STORAGE - 247 CEDAR STREET

Item Detail:

1. A HEARING, ORDERED, that the following petroleum license hereby be REVOKED: 247 CEDAR STREET, originally granted April 11, 1946 for 6,122 gallons of storage, two (2) tanks were removed on March 3, 2017, one (1) 1000 gallon and one (1) 5000 gallon tanks.

1a. COMMUNICATION, David Ferreira, owner of 247 Cedar Street, to City Clerk Farias, requesting that the petroleum license at said address be REVOKED. (To be Received and Placed on File.)

Additional Information:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> REVOCATION OF PETROLEUM STORAGE - 247 CEDAR ST.	Cover Memo



# CITY OF NEW BEDFORD

## CITY COUNCIL

June 28, 2018

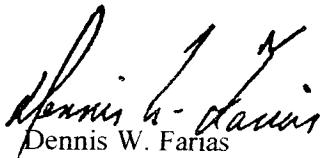
ORDERED, that the following petroleum license hereby be REVOKED: 247 CEDAR STREET, originally granted April 11, 1946 for 6,122 gallons of storage, two (2) tanks were removed on March 3, 2017, one (1) 1000 gallon and one (1) 5000 gallon tanks.





**NOTICE OF PUBLIC HEARING  
REVOCATION OF PETROLEUM STORAGE**

The New Bedford City Council will hold a Public Hearing on **THURSDAY, JUNE 28, 2018, AT 7:00 P.M.**, in City Council Chambers, Second Floor of City Hall on the **REVOCATION OF PETROLEUM STORAGE AT 247 CEDAR STREET, NEW BEDFORD, MA 02740.**

  
Dennis W. Farias  
City Clerk

Certified Mail  
Return Receipt Requested  
**JUNE 14, 2018**

I David'd Ferreira, the current owner of 247 Cedar St  
New Bedford, MA ~~by Jose R~~ hereby inform  
the City of New Bedford that I no longer need  
the license to store fuel due to the fact the  
tanks were removed and have no plans in the  
future to add tanks or store fuel

David Duneira

April 25, 2018

RECEIVED  
CITY OF NEW BEDFORD  
APR 26 2018



Item Title:

JOINT LOCATION - MID SPAN POLE - 114 CLARK STREET

Item Detail:

2. HEARING, on Verizon New England, Inc. & NSTAR Electric Company d/b/a Eversource Energy for joint location of one (1) Mid Span Pole at 114 CLARK STREET.

2a. AN ORDER,

Additional Information:



Item Title:

COMMUNICATION - COMPENSATING BALANCE AGREEMENTS. FY2018-2021

Item Detail:

M1. COMMUNICATION, Mayor Mitchell, to City Council, submitting a ORDER, that the City Treasurer is hereby authorized to enter into Compensating Balance Agreements with financial institutions for the period of July 01, 2018 - June 30, 2021.

M1a. AN ORDER,

Additional Information:

ATTACHMENTS:

Description	Type
□ communication-City Treasurer to Enter into Compensating Agreements w-Financial Inst. FY18-21	Cover Memo



**CITY OF NEW BEDFORD**  
JONATHAN F. MITCHELL, MAYOR

June 21, 2018

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

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

I am submitting for your approval an ORDER that the City Treasurer is hereby authorized to enter into Compensating Balance Agreements with financial institutions for the period of July 1, 2018 – June 30, 2021.

Sincerely,

Jonathan F. Mitchell  
Mayor

JFM/smt

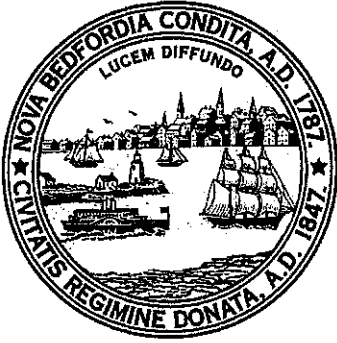


# CITY OF NEW BEDFORD

## CITY COUNCIL

June 28, 2018

ORDERED: That the City Treasurer is hereby authorized to enter into Compensating Balance Agreements with financial institutions for the period of July 1, 2018 – June 30, 2021.



# CITY OF NEW BEDFORD

MASSACHUSETTS

OFFICE OF THE TREASURER

**R. Renee Fernandes**  
Treasurer/Collector

**Mark P. Fuller**  
Assistant Treasurer

**Blair S. Bailey**  
Tax Title Attorney

TO: Ari Sky, CFO

FROM: R. Renee Fernandes, Treasurer

DATE: June 14, 2018

RE: Compensating Balance Agreement – City Council Agenda Item

The Treasurer is requesting that the following item be placed on the June 28, 2018, City Council agenda:

Voted to - authorize the Treasurer to enter into Compensating Balance Agreements with financial institutions for the period beginning July 1, 2018 through June 30, 2021.

The agreement will cover payroll and lockbox services with Webster Bank and allows the Treasurer to enter into such agreements with other financial institutions, if it is determined to be in the City's best interest.

Thank you.

# **GUIDELINES RELATING TO THE MAINTENANCE OF COMPENSATING BALANCE AGREEMENTS BY MUNICIPALITIES AND DISTRICTS**

## **I. SUMMARY**

Massachusetts General Laws (M.G.L.) relating to municipal finance expressly authorizes a municipal or district treasurer or collector to enter into formal "compensating balance" agreements with banking institutions. The statutory provision, inserted by §1 of Chapter 740 of the Acts of 1985, is found in M.G.L. Chapter 44 §53F.

A compensating balance is an agreement by which a city, town or district maintains municipal funds on deposit in return for designated banking services. Under such an arrangement, the earnings retained by the bank on the account balances compensate the bank for the services provided.

Prior to the enactment of Chapter 740, there was no statutory authority for a municipality or district to utilize a compensating balance arrangement to acquire banking services.

With the advent of M.G.L. Chapter 44 §53F, a municipal or district treasurer or collector is permitted to enter into such an agreement. It should be noted, however, that the law also:

- Requires that any such agreement be in writing and not exceed three years;
- Provides for specific limitations on the types of services which may be procured under a compensating balance agreement;
- Establishes a local approval process for all such agreements;
- Sets in place annual reporting requirements relating to such agreements and requires the Commissioner of Revenue to publish a yearly evaluation report on the use of compensating balances.

By enacting this law, the General Court of the Commonwealth clearly acknowledged that compensating balance agreements, if properly structured and administered, could assume a useful role in the effective management of municipal and district funds. By including the additional statutory requirements, the Legislature sought to ensure the productive and cost-effective use of public monies, and promote full disclosure and accountability in the procurement of banking services.



The Commissioner of Revenue is empowered to issue such reasonable rules, regulations, standards and guidelines as are necessary to promote prudent fiscal management and ensure that compensating balance agreements are not utilized to circumvent the appropriation process or other provisions of law.

The primary purposes of the compensating balance law are:

- To promote the productive and efficient use of municipal funds;
- To ensure that the process by which banking services are procured by a municipality is open to public scrutiny;
- To introduce an appropriate degree of accountability to the use of compensating balance arrangements, and
- To establish a process by which the use and cost-effectiveness of compensating balance agreements can be readily evaluated.

## **II. GUIDELINES**

### **1. DEFINITIONS**

For purposes of these Guidelines, the terms "Compensating Balance Arrangement" and "Banking Services" will have the following meanings:

#### **"Compensating Balance Arrangement"**

Any arrangement whereby a municipality or district obtains banking services (as defined in these Guidelines) based upon the balances maintained in specified bank accounts.

The disbursement float, i.e. amounts in an account against which checks have been drawn but not yet presented for payment, is a compensating balance.

#### **"Banking Services"**

a) Services such as the following provided in connection with the maintenance of a collection and deposit account are banking services for purposes of this law.

- Deposit of cash;
- Deposit of checks for collection;
- Billing, collection and lock-box services;
- Acceptance of over-the-counter payments on behalf of the municipality;
- Night depository services;
- Computer services incidental to the above accounts.

b) Services such as the following provided in connection with the maintenance of a disbursement account are banking services for purposes of this law.

- Regular checking accounts (including ordinary NOW accounts);
- Concentration/zero balance and sweep accounts;
- Wire transfers;
- Payroll and vendor payables services and accounting;
- Daily account notification;
- Check sorting and account reconciliation;
- Computer services incidental to the above accounts.

### EXCEPTIONS

A collection and deposit account for the deposit of miscellaneous receipts such as license and permit fees will be exempted from the requirements of a formal written agreement and competitive procurement, if no large volume of deposits such as taxes, motor vehicle excise, utility or hospital receipts are deposited in the account, provided that the total estimated cost of the services is less than \$500. A written statement of the activity in the account must be filed annually with the Director of Accounts.

A disbursement account for miscellaneous payments will also be exempted from the requirements of a formal written agreement and competitive procurement, if regular payroll checks, vendor disbursements or similar large volume payment items are not disbursed through the account, provided the total estimated cost of the services is less than \$500. A written statement of the activity in the account must be filed annually with the Director of Accounts.

For accounts that qualify for the above exception in every respect for the dollar amount of the services to be provided, a treasurer or collector may, with the approval of the selectmen or council, apply to the Director of Accounts in writing to have such accounts excepted; the application to the Director must include the purpose of the account, a description and estimate of the volume and cost of transactions, the volume of transactions for the municipality's major disbursement or collection accounts, and any other information which may be useful in reaching a determination.

Minimal privileges for transferring funds, such as those customarily provided in connection with money-market accounts or other investment vehicles, will be considered investment rather than banking services, even if they fall within one of the categories listed above.

**EXAMPLES:** An investment account which permits the account holder at no charge to write a limited number of NOW drafts per month in amounts greater than a specified minimum amount, or to make a small number of wire transfers per month, will not be considered a compensating balance account, and will need no written agreement.

Advisory and investment banking services such as underwriting, certification of bonds, placements, financial and management consulting, and portfolio management services cannot be provided on a compensating balance basis.

Note that non-banking services such as the purchase or lease of equipment or computer hardware or software cannot be provided on a compensating balance basis, and must be paid for through a direct appropriation. The acquisition of such services are not an integral part of a treasurer's or collector's responsibility and should remain within the discretion of the appropriating authority. Use of a dedicated terminal provided by a bank to a treasurer or collector for use in connection with an account maintained with that bank, shall not be considered a lease of equipment for purposes of this paragraph.

Contracts entered into directly between municipalities and data-processing companies or other non-banking institutions cannot be paid for through a compensating balance.

## **2. EFFECTIVE DATE**

The compensating balance law became effective on April 3, 1986. For fiscal years beginning after that date, compensating balance agreements entered into by a municipal or district treasurer or collector must be in full compliance with the provisions of the new law and these guidelines.

Written agreements in full compliance with the contractual and competitive procurement requirements of these Guidelines must have been approved and have been in effect by September 30, 1986 at the latest.

## **3. AGREEMENT**

The proper parties to a compensating balance agreement are a treasurer or collector of a city, town, district or regional school district, and a banking institution which has its principal offices in Massachusetts.

All compensating balance agreements must be in writing. The duration of any such agreement must not exceed three years. Municipalities may not appropriate money to maintain the balances called for by a compensating balance agreement, but may appropriate to pay for services to the extent that the earnings credits on the balances were insufficient under the terms of the agreement to pay for said services.

The Commissioner of Revenue must approve all such agreements as to form. Any compensating balance agreement must include at least the following terms:

- The duration of the agreement (ordinarily agreements should begin July 1 and terminate on June 30 to coincide with the fiscal year);
- A detailed description of the services to be provided;
- A schedule of charges for each service;
- The amount of the collected balance required to be maintained, or the formula for determining such balance, and the method of calculating the earnings credits to be applied against the charges for services;
- Termination provisions;
- Reporting requirements (these should be adequate to permit the treasurer or collector to report to the Commissioner in compliance with the requirements set forth below);
- Approval by the selectmen, town council, city council, or district governing body.

Compensating balance agreements should be submitted to the Bureau of Accounts, P.O. Box 9569, Boston, Mass. 02114-9569. Any agreement submitted shall be deemed approved unless it has been disapproved within thirty days of its receipt by the Bureau. All agreements should be received by the Bureau at least thirty days before their effective dates.

#### **4. LOCAL APPROVAL PROCESS**

A compensating balance agreement between a municipal or district treasurer or collector and a banking institution should be reviewed by the municipality's chief executive officer and by the town counsel or city solicitor. In order for the agreement to become effective, certain approvals are required.

In a city, a compensating balance agreement must be approved by the city council (and the mayor if required by law) in order to become effective.

In a town having a town council form of government, such an agreement must be approved by the town council.

In all other towns (those without a town council), a twofold requirement must be satisfied in order for a compensating balance agreement to become effective.

First, the town meeting must vote to authorize its treasurer or collector to enter into such agreements for a specified period. The treasurer or collector may then solicit a provider of banking services on such a basis.

After a compensating balance agreement has been finalized, approval of the board of selectmen is required in order for the agreement to become effective.

In a regional school district, the regional school district committee must approve the compensating balance agreement. In any other district, the approval of the district meeting or other governing body of the district is required.

Approval of the agreement must be by a majority vote, evidenced by a certification by the clerk of the city or town council and the signature of the presiding officer of the council, or by the signature of a majority of the board of selectmen, or by a certified vote of the district meeting or other governing body of the district.

#### Town Meeting Warrant Article

The following article should be inserted in the warrant of a town meeting to authorize compensating balance agreements:

To see whether the town will authorize the treasurer (collector) to enter into compensating balance agreements during fiscal year (enter fiscal year), as permitted by Massachusetts General Laws Chapter 44 §53F.

### **5. REPORTING REQUIREMENTS**

The law expressly requires that a treasurer or collector who has entered into a compensating balance agreement file annually with the Commissioner of Revenue such information as is required to determine whether the funds maintained on deposit with the bank have exceeded the amount required by the agreement. The first reporting period will be the year ending June 30, 1987 and the nature and form of the required report, along with detailed instructions, will be provided prior to the filing date. The information that will be required will include at a minimum the following:

- The balances maintained by the municipality;
- The type and volume of services provided;
- The charges for such services;
- The interest rates used to calculate earnings credits;

- The surplus or deficit of such credits less service charges.

Based upon such information, the Commissioner will annually prepare and issue a report on the use of compensating balance agreements. By law, such report must identify for each city, town or district using such agreements, and by banking institution, the average daily amounts maintained on deposit which are in excess of the amounts necessary to fulfill the terms of the compensating balance agreements.

A copy of the Commissioner's report on compensating balances will be sent to the treasurer or collector, the mayor and city council, the selectmen, the regional school district committee, the prudential committee, if any, otherwise the commissioners of each city, town or district named in the report. A copy of the report must also be provided to the Inspector General of the Commonwealth.

## **6. COMPETITIVE PROCUREMENT REQUIREMENT**

In order to insure the efficient acquisition of banking services through compensating balance agreements, such agreements must be entered into pursuant to a competitive procurement process, if the estimated cost of the services to be provided exceeds \$5,000. A compensating balance agreement for the provision of services worth \$5,000 or less is exempt from the procurement requirement of these Guidelines.

No agreement shall be split or divided for the purpose of evading any provision of this section.

Where the estimated amount of the services to be provided is more than \$500, but less than \$5,000, a treasurer or collector should solicit proposals orally or in writing from at least three banking institutions and make a written memorandum of the institutions solicited and the proposals made.

A compensating balance agreement may only be entered into after proposals for the agreement have been invited by direct solicitation of at least three banking institutions, and by advertisement in at least one newspaper, if any, published in the city, town or district, otherwise in at least one newspaper of general circulation in the city, town or district, such publication to be at least one week before the time specified for the opening of said proposals. The advertisement shall state the time and place for opening the proposals and shall reserve to the city, town or district the right to reject any or all such proposals. Proposals shall be opened publicly, but shall be opened in the presence of at least two officials at the time specified in the request for proposals.

The request for proposals should include a description of the services to be purchased, the time and date for receipt of proposals, the address of the office to which proposals are to be delivered, the maximum time for acceptance by the governmental body, evaluation criteria such as compliance with all applicable General Laws, completeness of the proposal, ability of the bank to meet service requirements, the financial record and stability of the proposer, the level of compensating balance or credit required, all contractual terms and conditions applicable to the procurement, and such other criteria as the municipality may deem appropriate.

The request for proposals shall specify only one of the following two forms for the submission of cost information:

Costs shall be stated in terms of a fixed balance required to be maintained for the total volume of each service

or

Costs shall be stated in terms of the earnings credits required per unit of each service.

The treasurer and/or collector is responsible for the evaluation of the proposals and may designate additional individuals to participate. No other factors or criteria can be used in the evaluation other than those contained in the Request for Proposal.

The evaluation must be in writing and specify for each evaluation factor, a rating of each proposal and a composite rating for each proposal and the reasons therefore.

These Guidelines may be amended from time to time as required.

(updated July 2004)



Item Title:

COMMUNICATION - 3% EXCISE TAX ON RETAIL SALES OF MARIJUANA

Item Detail:

M2. COMMUNICATION, Mayor Mitchell, to City Council, submitting an ORDER that the City of New Bedford accept G.L. c.64N, Section 3 to impose a excise tax on the retail sales of marijuana for adult use at the rate of 3 percent.

M2a. AN ORDER,

Additional Information:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Communication-Order-G.L. c.64N, Sec. 3-Excise Tax Adult Marijuana	Cover Memo





**CITY OF NEW BEDFORD**

**JONATHAN F. MITCHELL, MAYOR**

June 28, 2018

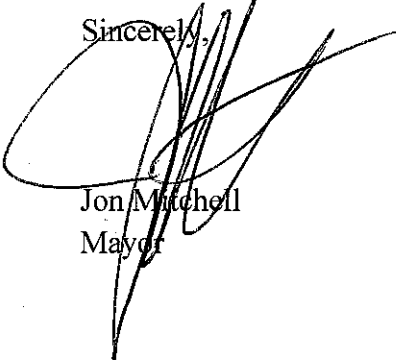
City Council President Linda M. Morad  
Honorable Members of the City Council  
133 William Street  
New Bedford, MA 02740

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

Enclosed is a draft order that would accept G.L. c. 64N, § 3 and impose a three (3) percent excise tax on the retail sales of marijuana for adult use. The language in the proposed order is taken from a bulletin issued by the Massachusetts Department of Revenue.

Thank you for your consideration.

Sincerely,



Jon Mitchell  
Mayor



# CITY OF NEW BEDFORD

## CITY COUNCIL

June 28, 2018

**ORDERED** that the City of New Bedford accept G.L. c. 64N, § 3 to impose an excise on the retail sales of marijuana for adult use at the rate of 3 percent.



Item Title:

COMMUNICATION - APPOINTMENT KENNETH BLANCHARD Greater New Bedford Regional Refuse Management District

Item Detail:

M3. COMMUNICATION, Mayor Mitchell, to City Council, submitting the APPOINTMENT of KENNETH BLANCHARD, Fairhaven, MA, to the GREATER NEW BEDFORD REGIONAL REFUSE MANAGEMENT DISTRICT; Mr. Blanchard will be replacing Lawrence D. Worden; this term will expire June 2019; also requesting a ONE-YEAR WAIVER OF RESIDENCY for Mr. Blanchard, this waiver will be in effect until June 2019.

Additional Information:

ATTACHMENTS:

Description	Type
Communication-Appointment & Waiver-Kenneth Blanchard	Cover Memo



**CITY OF NEW BEDFORD**  
JONATHAN F. MITCHELL, MAYOR

June 19, 2018

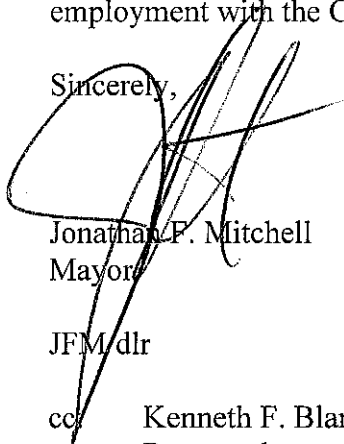
City Council President Linda M. Morad  
Honorable Members of the City Council  
City of New Bedford  
133 William Street  
New Bedford, MA 02740

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

I am submitting for your approval the **APPOINTMENT** of **KENNETH F. BLANCHARD** of 126 Adams Street, Fairhaven, MA to the **GREATER NEW BEDFORD REGIONAL REFUSE MANAGEMENT DISTRICT**. Mr. Kenneth F. Blanchard will be replacing Lawrence D. Worden. This term will expire in June 2019.

I would also like to request a one year **WAIVER OF RESIDENCY** for Mr. Blanchard. Mr. Blanchard will be an asset to the City of New Bedford given his qualifications and past employment with the City. This waiver will be in effect until June 2019.

Sincerely,



Jonathan F. Mitchell  
Mayor

JFM/dlr

cc/ Kenneth F. Blanchard  
Personnel



Item Title:

COMMUNICATION - WAIVER OF RESIDENCY DEREK PACHECO SENIOR SYSTEMS ANALYST NB POLICE DEPARTMENT

Item Detail:

M4. COMMUNICATION, Mayor Mitchell, to City Council, submitting a WAIVER of RESIDENCY for DEREK PACHECO, Westport, MA, SENIOR SYSTEMS ANALYST, in the NEW BEDFORD POLICE DEPARTMENT.

Additional Information:

ATTACHMENTS:

Description	Type
 Communication-Waiver of Residency-Derek Pacheco	Cover Memo



**CITY OF NEW BEDFORD**  
JONATHAN F. MITCHELL, MAYOR

June 18, 2018

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

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

I would like to request a **Waiver of Residency** for **DEREK PACHECO** of Westport, Massachusetts, Senior Systems Analyst in the NEW BEDFORD POLICE DEPARTMENT.

I have attached correspondence to support the reason for this request. Chief Joseph C. Cordeiro and Derek Pacheco will be available at the meeting to answer any questions.

Sincerely,

Jonathan F. Mitchell  
Mayor

JFM/dlr  
Attachment

cc: Derek  
Chief Joseph C. Cordeiro  
Personnel



***New Bedford Police Department***  
***Office of the Chief of Police***

871 Rockdale Avenue, New Bedford, MA 02740  
Phone: 508-991-6300 Fax: 508-961-3022

**Jonathan F. Mitchell**  
Mayor

**Joseph C. Cordeiro**  
Chief of Police

**Paul J. Oliveira**  
Deputy Chief of Police

June 14, 2018

Honorable Mayor Jonathan F. Mitchell  
City of New Bedford - 133 William St.  
New Bedford, MA 02740

Dear Honorable Mayor Mitchell,

I am recommending Mr. Pacheco for the position of Senior Systems Analyst. I respectfully request both a one-year residency waiver for Derek Pacheco, Westport, MA and original appointment change from Step 13/Grade 1 to Step 13/Grade 7. Mr. Pacheco currently resides in Westport, MA, where he recently purchased a home.

Mr. Pacheco is well-qualified for this position. He currently has nine years of experience in this intricate and challenging computer field. Mr. Pacheco has supported various storage platforms, deployed VM infrastructures, managed multiple data centers, provided technical support with various networks, and created documents/procedures for customers as well as internal documentation.

I have been seeking with difficulty to fill this vacancy for six months. I received eleven applications, with three who were qualified. The first selection, a New Bedford resident, accepted the position and then declined because of the low pay. The second selection, a New Bedford resident, was appointed on 4/17/18 and resigned on 4/20/18. The third applicant, Mr. Pacheco, though not a city resident has the high level skills and experience required for this position. He is willing to accept the position, however there is a twenty thousand dollar disparity in salary.

I am confident Mr. Pacheco will be an asset to the City of New Bedford given his expertise and qualifications.

I will be available at the City Council meeting to answer any questions.

Thank you for your consideration to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Chief", is written over the word "Sincerely," and the printed name "Chief Joseph C. Cordeiro".

Chief Joseph C. Cordeiro

JCC/kan  
cc: Personnel



Item Title:

COMMUNICATION - WAIVER OF RESIDENCY for CONNOR ROY LIFEGUARD -  
DEPARTMENT OF PARKS, RECREATION and BEACHES

Item Detail:

M5. COMMUNICATION, Mayor Mitchell to City Council, submitting a WAIVER of RESIDENCY for CONNOR ROY, LIFEGUARD, DEPARTMENT OF PARKS, RECREATION and BEACHES, who resides in Acushnet, MA.

Additional Information:

ATTACHMENTS:

Description	Type
 Communication-Waiver of Residency-Connor Roy	Cover Memo





**CITY OF NEW BEDFORD**  
**JONATHAN F. MITCHELL, MAYOR**

June 18, 2018

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

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

I would like to request a **Waiver of Residency** for **CONNOR ROY, LIFE GUARD** in the DEPARTMENT OF Parks, Recreation & Beaches who resides in Acushnet, Massachusetts.

I have attached correspondence to support the reason for this request. Mary S. Rapoza and Connor Roy will be available at the meeting to answer any questions.

Sincerely,

Jonathan F. Mitchell  
Mayor

JFM/dlr  
Attachment

cc: Connor Roy  
Parks, Recreation & Beaches  
Personnel



# CITY OF NEW BEDFORD

PARKS, RECREATION & BEACHES

JONATHAN F. MITCHELL



June 11, 2018

Mayor Jonathan F. Mitchell  
City of New Bedford  
133 William Street  
New Bedford, MA 02740

RECEIVED  
JUN 11 2018

PERSONNEL DEPARTMENT

Dear Mayor Mitchell:

I respectfully request a residency waiver for Connor Roy of Acushnet for the position of life guard.

Connor is well-qualified for the position and has worked on the waterfront at the New Bedford beaches as a life guard in years past. This position requires a life guard waterfront certificate and has a lot of responsibilities. We have not received a sufficient number of applications from other qualified applicants for the position.

I know that they will be an asset to the City of New Bedford given their qualifications and past employment with us.

I will be available at the meeting to answer any questions presented by the City Council.

Thank you for your assistance.

Very truly yours,

Mary S. Rapoza, Department Head

cc: Personnel

ADMINISTRATIVE OFFICES  
181 HILLMAN STREET, BLDG. #3  
NEW BEDFORD, MA 02740  
PHONE 508-961-3015

MAILING ADDRESS  
181 HILLMAN STREET  
BOX #9, NEW BEDFORD, MA 02740  
FAX 508-991-6175



Item Title:

COMMUNICATION - WAIVER of RESIDENCY for ROGER HART - LIFEGUARD -  
DEPARTMENT OF PARKS, RECREATION and BEACHES

Item Detail:

M6. COMMUNICATION, Mayor Mitchell, to City Council, submitting a WAIVER of RESIDENCY for ROGER HART, LIFEGUARD, DEPARTMENT OF PARKS, RECREATION AND BEACHES, who resides in Medway, MA.

Additional Information:

ATTACHMENTS:

Description	Type
 Communication-Waiver of Residency-Roger Hart	Cover Memo



**CITY OF NEW BEDFORD**  
JONATHAN F. MITCHELL, MAYOR

June 15, 2018

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

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

I would like to request a one year **Waiver of Residency** for Roger Hart, Life Guard for the Department of Parks, Recreation & Beaches, who currently lives in Medway, Massachusetts.

I have attached correspondence to support the reason for this request.

Roger Hart and Department Head, Mary Rapoza will be available at the meeting to answer any questions.

Sincerely,



Jonathan F. Mitchell  
Mayor

JFM/sds  
Attachment

Cc: Roger Hart  
Parks, Recreation & Beaches  
Personnel



## CITY OF NEW BEDFORD

PARKS, RECREATION & BEACHES

*JONATHAN F. MITCHELL*



June 14, 2018

Mayor Jonathan F. Mitchell  
City of New Bedford  
133 William Street  
New Bedford, MA 02740

RECEIVED  
JUN 14 2018  
PERSONNEL DEPARTMENT

Dear Mayor Mitchell:

I respectfully request a residency waiver for Roger Hart for the position of life guard.

Roger is well-qualified for the position and a big asset on the waterfront as he has worked as the Assistant Waterfront Supervisor in past years and continues to offer the life guard recertification classes for us. This position requires a life guard waterfront certificate and has a lot of responsibilities. We have not received a sufficient number of applications from other qualified applicants for the position. Roger has agreed to work on weekends to help cover the necessary staff hours.

I know that they will be an asset to the City of New Bedford given their qualifications and past employment with us.

I will be available at the meeting to answer any questions presented by the City Council.

Thank you for your assistance.

Very truly yours,

Mary S. Rapoza, Department Head

cc: Personnel

ADMINISTRATIVE OFFICES  
181 HILLMAN STREET, BLDG. #3  
NEW BEDFORD, MA 02740  
PHONE 508-961-3015

MAILING ADDRESS  
181 HILLMAN STREET  
Box #9, NEW BEDFORD, MA 02740  
FAX 508-991-6175



Item Title:

COMMUNICATION - APPOINTMENT - ANNA SURMA HISTORICAL COMMISSION

Item Detail:

M7. COMMUNICATION, Mayor Mitchell, to City Council, submitting the APPOINTMENT of ANNA SURMA, New Bedford, MA 02740, to the HISTORICAL COMMISSION; this term will expire June 20121.

Additional Information:

ATTACHMENTS:

Description	Type
☐ Communication-Order-Anna Surma	Cover Memo



**CITY OF NEW BEDFORD**  
JONATHAN F. MITCHELL, MAYOR

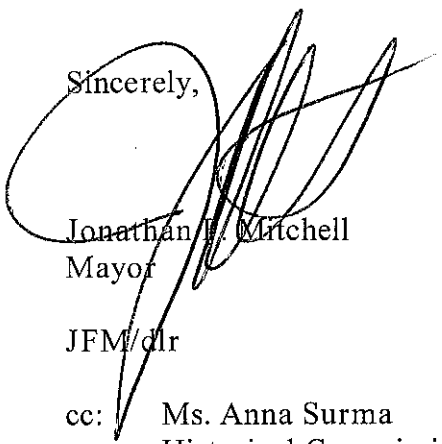
June 18, 2018

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

Dear Council President Morad and Honorable Members of the Council:

I am submitting for your approval the **APPOINTMENT** of **ANNA SURMA** of 7 Irving Street, New Bedford, MA 02740 to the **HISTORICAL COMMISSION**. This term will expire in June 2021.

Sincerely,



Jonathan F. Mitchell  
Mayor

JFM/dlr

cc: Ms. Anna Surma  
Historical Commission



CITY OF NEW BEDFORD  
BOARD & COMMISSION APPLICATION

The Mayor is seeking citizens who wish to serve on City Boards and Commissions established to assist and advise the City on specific matters. Please complete this application in full (attach a resume and other information which may assist the Mayor and the City Council in making its selection) and file it with the Personnel Office. The Mayor reserves the right to reject any application. Some appointments are subject to confirmation by the City Council.

Board/Commission applying for: (see reverse side) HISTORICAL COMMISSION

Name: ANNA SURMA

Email: \_\_\_\_\_

NET

Home Telephone: \_\_\_\_\_

Work Telephone: C: \_\_\_\_\_ 3

Residence Address: 7 IRVING STREET

Zip: 02740

Present Occupation & Place of Employment: RETIRED ARCHITECT

Educational Background: MASTERS IN ARCHITECTURE

Memberships in Community Organizations or Professional Groups:

WHALE, NEW BEDFORD PRESERVATION SOCIETY,  
BOOTH JONES DUFF HOUSE.

City Boards and/or Commissions on which you have previously served:

NONE

The reasons why you wish to be considered for appointment by the Mayor:

EXPERIENCED IN THE FIELD OF ARCHITECTURE

Please detail specific areas of expertise:

I HAVE WORKED ON MANY HISTORIC BUILDINGS.

Please detail specific areas of interest:

Available for meetings in the daytime ☒ evenings ☒ both ☒ (check one)

Resident of the City since what year: 1977

Appointees and incumbents may be required to file a Statement of Economic Interest, as required by the City Council Rules or the Mayor. The statement may require a declaration that you have no interest in conflict with the City of New Bedford. Please return your completed application to the Personnel Department, 133 William St., Room 212, New Bedford, MA 02740.

Applications will be kept on file for two years.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING  
INFORMATION IS TRUE AND CORRECT.

Signature of Applicant: Anna Surma

Date: 5-24-2013





Item Title:

COMMUNICATION - REAPPOINTMENT of SYLVIA GOMES COMMUNITY PRESERVATION COMMITTEE

Item Detail:

M8. COMMUNICATION, Mayor Mitchell, to City Council, submitting the REAPPOINTMENT of SYLVIA GOMES, New Bedford, MA 02744, to the COMMUNITY PRESERVATION COMMITTEE; this term will expire April 2021.

Additional Information:

ATTACHMENTS:

Description	Type
 Communication-Order-Reappointment-Sylvia Gomes	Cover Memo



**CITY OF NEW BEDFORD**  
**JONATHAN F. MITCHELL, MAYOR**

June 18, 2018

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

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

I am submitting for your approval the **RE-APPOINTMENT** of Sylvia Gomes of 101 Moss Street, New Bedford, MA 02744 to the Community Preservation Committee. This term will expire April 2021.

Attached is Ms. Gomes' attendance at board meetings from 2016 to present.

Sincerely,

  
Jonathan F. Mitchell  
Mayor

JFM/sds  
attachment

cc: Sylvia Gomes  
Community Preservation Committee

Community Preservation Attendance Summary			
Member	2016	2017	2018
Sylvia Gomes	2 of 2	13 of 13	7 of 7



Item Title:

REPORT - WAIVER OF RESIDENCY - LUISANDER CARABALLO d/b/a DANNY'S APPLIANCE

Item Detail:

3. REPORT, Committee on Appointments & Briefings, recommending to the City Council to GRANT AS AMENDED, the Petition, **Luisander Caraballo, 9 Vandewater Street, Providence, RI 02908 d/b/a DANNY'S APPLIANCE, 1502 Purchase Street, New Bedford, MA 02740**, a Waiver of Residency in accordance with Section 15-18 of the City Code, to obtain a **NEW LICENSE TO DEAL IN JUNK, OLD METALS OR ANY OTHER SECOND HAND ARTICLES.**

3a. PETITION, **Luisander Caraballo, 9 Vandewater Street, Providence, RI 02908 d/b/a DANNY'S APPLIANCE, 1502 Purchase Street, New Bedford, MA 02740**, requesting that he be granted a Waiver of Residency in accordance with Section 15-18 of the City Code, to obtain a **NEW LICENSE TO DEAL IN JUNK, OLD METALS OR ANY OTHER SECOND HAND ARTICLES.** (Referred to the Committee on Appointments and Briefings – May 8, 2018.)

Additional Information:



Item Title:

REPORT - LIVERY LICENSE TRANSPORTE LA TRIXITA

Item Detail:

4. REPORT, Committee on Appointments & Briefings, recommending to the City Council APPROVAL of the Application on behalf of **Antonia Cruz d/b/a TRANSPORTE LA TRIXITA, 89 Beetle Street, New Bedford, MA 02746**, requesting a **NEW PRIVATE LIVERY LICENSE**, under the provisions of Massachusetts General Laws, Chapter 159A, Section 1, and amendments thereto, and M.G.L. Chapter 270, Section 22 (Smoke Free Workplace Law) and all other laws applicable to such operation to carry passengers for hire over the streets of New Bedford.

4a. COMMUNICATION, City Clerk/Clerk of the City Council, to City Council, on behalf of **Antonia Cruz d/b/a TRANSPORTE LA TRIXITA, 89 Beetle Street, New Bedford, MA 02746**, hereby submitting a copy of the Application requesting a **NEW PRIVATE LIVERY LICENSE**, under the provisions of Massachusetts General Laws, Chapter 159A, Section 1, and amendments thereto, and M.G.L. Chapter 270, Section 22 (Smoke Free Workplace Law) and all other laws applicable to such operation to carry passengers for hire over the streets of New Bedford. (Referred to the Committee on Appointments and Briefings – May 8, 2018.)

Additional Information:



Item Title:

REPORT - KHALIL ARSANIOS SPECIAL PERMIT INT'L AUTO REPAIR

Item Detail:

5. REPORT, Committee on Appointments & Briefings, recommending to the City Council APPROVAL on the APPLICATION, **Khalil Arsanios, D/B/A International Auto Repair, for a SPECIAL PERMIT for Motor Vehicle General Repair and Light Service at 308 Mill Street, New Bedford, MA 02740.**

5a. SPECIAL PERMIT, **Khalil Arsanios, D/B/A International Auto Repair, for a SPECIAL PERMIT for Motor Vehicle General Repair and Light Service at 308 Mill Street, New Bedford, MA 02740.**

Additional Information:



Item Title:

REPORT - MOHAMMAD DADAUCH SPECIAL PERMIT MOTOR VEHICLE SALES AND RENTALS

Item Detail:

6. REPORT, Committee on Appointments & Briefings, recommending to the City Council APPROVAL of the APPLICATION, **Mohammad A. Dadauch, for a SPECIAL PERMIT for Motor Vehicle Sales and Rentals at 297 Belleville Avenue, New Bedford, MA 02746.**

6a. SPECIAL PERMIT, **Mohammad A. Dadauch, for a SPECIAL PERMIT for Motor Vehicle Sales and Rentals at 297 Belleville Avenue, New Bedford, MA 02746.**

Additional Information:



Item Title:

REPORT - NORTH STAR LEARNING CENTER - CDGB FUNDS

Item Detail:

7. REPORT, Committee on Appointments and Briefings, recommending to the City Council to continue to support the North Star Learning Center's programs and their application for CDGB monies for the construction of a new Childhood Program Center.

Additional Information:





Item Title:

REPORT - APPROVAL OF SALE 14 HERVEY TICHON BLVD TO NORDIC FISHERIES

Item Detail:

8. REPORT, Committee on City Property, recommending that the City Council proceed with the sale of the property identified as 14 Hervey Tichon Avenue, New Bedford Assessor's Map 66, Lots 135, 137, 145, 147 and 148; and recommending that the City Council accept the Request For Proposals (RFP) issued by the Administration related to the sale of properties identified as 14 Hervey Tichon Avenue, New Bedford Assessor's Map 66, Lots 135, 137, 145, 147 and 148 and accept the proposals submitted pursuant to the RFP; and recommending to the City Council APPROVAL of the sale of the property identified as 14 Hervey Tichon Avenue, New Bedford Assessor's Map 66, Lots 135, 137, 145, 147 and 148 to Nordic Fisheries, Inc. or RCP Realty, LLC, pursuant to the proposal submitted under the RDP approved by the Committee on City Property and that the Administration be authorized to execute all documents necessary for the transfer of the respective properties.

8a. ORDER, That pursuant to M.G. L., Chapter 40, Section 3, the real property located in New Bedford, MA and being shown on New Bedford Assessor's Map 66, Lots 135, 137, 145, 147 and 148 be sold to Nordic Fisheries, Inc. in accordance with Massachusetts General Laws Chapter 30B and New Bedford Code of Ordinances Section 2-65, et. Seq. and the terms of a purchase and sale agreement and deed to be drafted by the City Solicitor and executed by the Mayor. (14 Hervey Tichon Avenue) – (Referred to the Committee on City Property –April 12, 2018.)

Additional Information:



Item Title:

REPORT - APPROVAL OF SALE 22 ANTONIO L. COSTA BLVD.

Item Detail:

9. REPORT, Committee on City Property, recommending that the City Council proceed with the sale of the property identified as 22 Antonio L. Costa Boulevard, New Bedford Assessor's Map 66, Lots 128 and 136; and recommending that the City Council accept the Request For Proposals (RFP) issued by the Administration related to the sale of property identified as 22 Antonio L. Costa Boulevard, New Bedford Assessor's Map 66, Lots 128 and 136 and accept the proposals submitted pursuant to the RFP; and recommending to the City Council APPROVAL of the sale of the property identified as 22 Antonio L. Costa Boulevard, New Bedford Assessor's Map 66, Lots 128 and 136 to Nordic Fisheries, Inc. or RCP Realty, LLC pursuant to the proposal submitted under the RFP approved by the Committee on City Property and that the Administration be authorized to execute all documents necessary for the transfer of the respective properties.

9a. ORDER, That pursuant to M.G. L., Chapter 40, Section 3, the real property located in New Bedford, MA and being shown on New Bedford Assessor's Map 66, Lots 128 and 136 be sold to Nordic Fisheries, Inc. in accordance with Massachusetts General Laws Chapter 30B and New Bedford Code of Ordinances Section 2-65, et. Seq. and the terms of a purchase and sale agreement and deed to be drafted by the City Solicitor and executed by the Mayor. (22 Antonio L. Costa Boulevard) – (Referred to the Committee on City Property –April 12, 2018.)

Additional Information:



Item Title:

REPORT - TRANSFER ORDER OF \$2,908,031

Item Detail:

10. REPORT, Committee on Finance, recommending to the City Council ADOPTION of the ORDER for the TRANSFER of \$2,908,031. from WATER FREE CASH, to WATER CHARGES AND SERVICES in the amount of \$150,000.00 and WATER CAPITAL OUTLAY in the amount of \$375,000.00 and WATER STABILIZATION in the amount of \$2,383,031.

10a. ORDER, Referred to the Committee on Finance - May 24, 2018.)

Additional Information:

ATTACHMENTS:

Description	Type
□ REPORT - TRANSFER ORDER \$2,908,031. WATER	Cover Memo



# *City of New Bedford*

IN COMMITTEE

June 28, 2018


The Honorable City Council  
133 William Street  
New Bedford, MA 02740

Dear Honorable Members of the City Council:

The Committee on Finance at a Meeting held on Wednesday, June 21, 2018, considered a COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER for the TRANSFER of \$2,908,031. from WATER FREE CASH, to WATER CHARGES AND SERVICES in the amount of \$150,000.00 and WATER CAPITAL OUTLAY in the amount of \$375,000.00 and WATER STABILIZATION in the amount of \$2,383,031. (Ref'd 5/24/18)

On motion by Councillor Morad and seconded by Councillor Abreu, the Committee VOTED: To recommend to the City Council ADOPTION of the ORDER for the TRANSFER of \$2,908,031. from WATER FREE CASH, to WATER CHARGES AND SERVICES in the amount of \$150,000.00 and WATER CAPITAL OUTLAY in the amount of \$375,000.00 and WATER STABILIZATION in the amount of \$2,383,031. This motion passed on a voice vote.

IN COMMITTEE ON FINANCE

  
Councillor Joseph P. Lopes, Chairman

JPL: dmb



Item Title:

REPORT - TRANSFER ORDER \$300,000. WATER

Item Detail:

11. REPORT, Committee on Finance, recommending to the City Council ADOPTION of the ORDER for the TRANSFER of \$300,000.00 from WATER SALARIES AND WAGES to WATER CHARGES AND SERVICES.

11a. ORDER, Referred to the Committee on Finance - May 24, 2018.

Additional Information:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> REPORT - TRANSFER ORDER \$300,000. WATER	Cover Memo



# *City of New Bedford*

IN COMMITTEE

June 28, 2018


The Honorable City Council  
133 William Street  
New Bedford, MA 02740

Dear Honorable Members of the City Council:

The Committee on Finance at a Meeting held on Wednesday, June 21, 2018, considered a COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER for the TRANSFER of \$300,000.00 from WATER SALARIES AND WAGES to WATER CHARGES AND SERVICES. (Ref'd 5/24/18)

On motion by Councillor Morad and seconded by Councillor Coelho, Committee VOTED: To recommend to the City Council ADOPTION of the ORDER for the TRANSFER of \$300,000.00 from WATER SALARIES AND WAGES to WATER CHARGES AND SERVICES. This motion passed on a voice vote.

IN COMMITTEE ON FINANCE

  
Councillor Joseph P. Lopes, Chairman

JPL: dmb



Item Title:

REPORT - TRANSFER ORDER \$150,000. WASTEWATER

Item Detail:

12. REPORT, Committee on Finance, recommending to the City Council ADOPTION of the ORDER for the TRANSFER of \$150,000.00, from WASTEWATER SALARIES AND WAGES to WASTEWATER OTHER FINANCING USES.

12a. ORDER, Referred to the Committee on Finance - May 24, 2018.

Additional Information:

ATTACHMENTS:

Description	Type
□ REPORT - TRANSFER ORDER \$150,000 WASTEWATER	Cover Memo



# *City of New Bedford*

IN COMMITTEE

June 28, 2018

The Honorable City Council  
133 William Street  
New Bedford, MA 02740

Dear Honorable Members of the City Council:

The Committee on Finance at a Meeting held on Wednesday, June 21, 2018, considered a COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER for the TRANSFER of \$150,000.00, from WASTEWATER SALARIES AND WAGES to WASTEWATER OTHER FINANCING USES. (Ref'd 5/24/18)

On motion by Councillor Morad and seconded by Councillor Lima, the Committee VOTED: To recommend to the City Council ADOPTION of the ORDER for the TRANSFER of \$150,000.00, from WASTEWATER SALARIES AND WAGES to WASTEWATER OTHER FINANCING USES. This motion passed on a voice vote.

IN COMMITTEE ON FINANCE

*Joseph P. Lopes*  
Councillor Joseph P. Lopes, Chairman

JPL: dmb





Item Title:

REPORT TRANSFER ORDER \$81,458.00 DPI

Item Detail:

13. REPORT, Committee on Finance, recommending to the City Council ADOPTION of the ORDER for the TRANSFER OF \$81,458.00, from PUBLIC INFRASTRUCTURE, SALARIES AND WAGES, in the amount of \$80,000.00 and CAPITAL OUTLAY in the amount of \$1,458.00 to PUBLIC INFRASTRUCTURE, CHARGES AND SERVICES in the amount of \$30,000.00 and SUPPLIES AND MATERIALS in the amount of \$51,458.00.

13a. ORDER - Referred to the Committee on Finance - May 24, 2018.

Additional Information:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> REPORT TRANSFER ORDER \$81,458. DPI	Cover Memo



# City of New Bedford

IN COMMITTEE

June 28, 2018

The Honorable City Council  
133 William Street  
New Bedford, MA 02740

Dear Honorable Members of the City Council:

The Committee on Finance at a Meeting held on Wednesday, June 21, 2018, considered a COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER for the TRANSFER OF \$81,458.00, from PUBLIC INFRASTRUCTURE, SALARIES AND WAGES, in the amount of \$80,000.00 and CAPITAL OUTLAY in the amount of \$1,458.00 to PUBLIC INFRASTRUCTURE, CHARGES AND SERVICES in the amount of \$30,000.00 and SUPPLIES AND MATERIALS in the amount of \$51,458.00. (Ref'd 5/24/18)

On motion by Councillor Coelho and seconded by Councillor Markey, the Committee VOTED: To recommend to the City Council ADOPTION of the ORDER for the TRANSFER OF \$81,458.00, from PUBLIC INFRASTRUCTURE, SALARIES AND WAGES, in the amount of \$80,000.00 and CAPITAL OUTLAY in the amount of \$1,458.00 to PUBLIC INFRASTRUCTURE, CHARGES AND SERVICES in the amount of \$30,000.00 and SUPPLIES AND MATERIALS in the amount of \$51,458.00. This motion passed on a voice vote.

IN COMMITTEE ON FINANCE

**Councillor** Joseph P. Lopes, Chairman

JPL: dmb



Item Title:

REPORT TRANSFER ORDER \$236,400. DFFM

Item Detail:

14. REPORT, Committee on Finance, recommending to the City Council ADOPTION of the ORDER for the TRANSFER of \$236,400.00, from FACILITIES AND FLEET SALARIES AND WAGES, in the amount of \$213,000.00 and SUPPLIES AND MATERIALS in the amount of \$23,400.00 to FACILITIES AND FLEET CHARGES AND SERVICES.

14a. ORDER, Referred to the Committee on Finance - May 24, 2018.

Additional Information:

ATTACHMENTS:

Description	Type
□ REPORT - TRANSFER ORDER \$236,400 DFFM	Cover Memo



# *City of New Bedford*

IN COMMITTEE

June 28, 2018

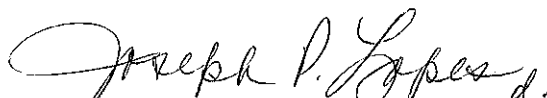
The Honorable City Council  
133 William Street  
New Bedford, MA 02740

Dear Honorable Members of the City Council:

The Committee on Finance at a Meeting held on Wednesday, June 21, 2018, considered a COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER for the TRANSFER of \$236,400.00, from FACILITIES AND FLEET SALARIES AND WAGES, in the amount of \$213,000.00 and SUPPLIES AND MATERIALS in the amount of \$23,400.00 to FACILITIES AND FLEET CHARGES AND SERVICES. (Ref'd 5/24/18)

On motion by Councillor Coelho and seconded by Councillor Abreu, the Committee VOTED: To recommend to the City Council ADOPTION of the ORDER for the TRANSFER of \$236,400.00, from FACILITIES AND FLEET SALARIES AND WAGES, in the amount of \$213,000.00 and SUPPLIES AND MATERIALS in the amount of \$23,400.00 to FACILITIES AND FLEET CHARGES AND SERVICES. This motion passed on a voice vote.

IN COMMITTEE ON FINANCE

  
Councillor Joseph P. Lopes, Chairman

JPL: dmb



Item Title:

REPORTS - TRANSFER ORDERS 77,500 and 20,000

Item Detail:


15. REPORT, Committee on Finance, recommending to the City Council ADOPTION of the ORDERS for the TRANSFER of \$77,500.00, from PLANNING SALARIES AND WAGES, in the amount of \$60,000.00 and INSPECTIONAL CHARGES AND SERVICES in the amount of \$17,500.00 to MAYORS SALARIES AND WAGES; and for the TRANSFER of \$20,000.00, from TRAFFIC SALARIES AND WAGES to MAYOR CHARGES AND SERVICES.

15a. ORDER, Referred to the Committee on Finance - May 24, 2018.

15b. ORDER, Referred to the Committee on Finance - May 24, 2018.

Additional Information:

ATTACHMENTS:

Description	Type
 REPORTS - TRANSFER ORDERS \$77,500 and \$20,000	Cover Memo



# City of New Bedford

IN COMMITTEE

June 28, 2018

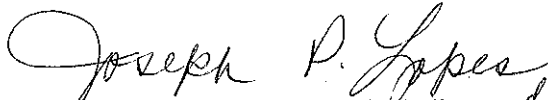
The Honorable City Council  
133 William Street  
New Bedford, MA 02740

Dear Honorable Members of the City Council:

The Committee on Finance at a Meeting held on Wednesday, June 21, 2018, considered a COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER for the TRANSFER of \$77,500.00, from PLANNING SALARIES AND WAGES, in the amount of \$60,000.00 and INSPECTIONAL CHARGES AND SERVICES in the amount of \$17,500.00 to MAYORS SALARIES AND WAGES (Ref'd 6/14/18) and a COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER for the TRANSFER of \$20,000.00, from TRAFFIC SALARIES AND WAGES to MAYOR CHARGES AND SERVICES. (Ref'd 6/14/18)

On motion by Councillor Morad and seconded by Councillor Rebeiro, the Committee VOTED: To recommend to the City Council ADOPTION of the ORDERS for the TRANSFER of \$77,500.00, from PLANNING SALARIES AND WAGES, in the amount of \$60,000.00 and INSPECTIONAL CHARGES AND SERVICES in the amount of \$17,500.00 to MAYORS SALARIES AND WAGES; and for the TRANSFER of \$20,000.00, from TRAFFIC SALARIES AND WAGES to MAYOR CHARGES AND SERVICES. This motion passed on a Roll Call Vote of Yeas 7, Nays 2, with Councillors Morad and Rebeiro opposed and Councillor Gomes not present for the vote.

IN COMMITTEE ON FINANCE

  
Councillor Joseph P. Lopes, Chairman

JPL: dmb



Item Title:

REPORT - HESS GAS STATION - NO FURTHER ACTION

Item Detail:

16. REPORT, Committee on Appointments & Briefings, recommending to the City Council to take **“NO FURTHER ACTION”** on a WRITTEN MOTION, Councillor Gomes, requesting, that a letter be sent to the owner of the old HESS Gas Station or Speedway franchise located at the corner of Cove Road and Crapo Street, asking for immediate action as to what their intentions are for this location; and further, that City Solicitor McDermott begin the process of making sure that this company is held accountable for the deterioration and underground gas tanks and any other contaminants at said location; and further, that the Department of Inspectional Services and the Treasurer’s office inform the City Council if there are any problems at this location or any taxes due.

16a. WRITTEN MOTION, Councillor Gomes, requesting, that a letter be sent to the owner of the old HESS Gas Station or Speedway franchise located at the corner of Cove Road and Crapo Street, asking for immediate action as to what their intentions are for this location; and further, that City Solicitor McDermott begin the process of making sure that this company is held accountable for the deterioration and underground gas tanks and any other contaminants at said location; and further, that the Department of Inspectional Services and the Treasurer’s office inform the City Council if any problems exist at this location, or any taxes are due. (Referred to the Committee on Appointments and Briefings – November 10, 2016.)

Additional Information:



Item Title:

REPORT - GOLF COURSE COST BREAKDOWN - NO FURTHER ACTION

Item Detail:

17. REPORT, Committee on Appointments & Briefings, recommending to the City Council to take **“NO FURTHER ACTION”** on a WRITTEN MOTION, Councillor Gomes, requesting, that the Committee on Appointments and Briefings meet with Derek Santos from New Bedford Economic Development Council, along with members of the Board of Park Commissioners and a representative of the Administration and Mass Development Council for the purposes of discussing the planned Business Park proposal for the Whaling City Golf Course; and further, that Mr. Santos provide the Council with a breakdown of how much this will cost the City to develop, what are the pros and cons with all the losses included, what will be the tax return, and more importantly, why wasn't this discussed on a City-wide basis before this decision was made, with those from the Board of Park Commissioners as well as the taxpayers of the City of New Bedford.

17a. WRITTEN MOTION, Councillor Gomes, requesting, that the Committee on Appointments and Briefings meet with Derek Santos from New Bedford Economic Development Council, along with members of the Board of Park Commissioners and a representative of the Administration for the purposes of discussing the planned Business Park proposal for the Whaling City Golf Course; and further, that Mr. Santos provide the Council with a breakdown of how much this will cost the City to develop, what are the pros and cons with all the losses included, what will be the tax return, and more importantly, why wasn't this discussed on a City-wide basis before this decision was made, with those from the Board of Park Commissioners as well as the taxpayers of the City of New Bedford. (Referred to the Committee on Appointments and Briefings – May 23, 2017.)

Additional Information:





Item Title:

REPORT - AMAZON LOCATING CORPORATE OFFICE IN NEW BEDFORD - NO FURTHER ACTION

Item Detail:

18. REPORT, Committee on Appointments & Briefings, recommending to the City Council to take “**NO FURTHER ACTION**” on a WRITTEN MOTION, Councillor Gomes, requesting, that as Amazon is looking to establish a second headquarters in Massachusetts that the Administration, the City Council and the Economic Development Council reach out to Amazon officials and their corporate office in a joint letter signed by all parties stating that the City of New Bedford, Massachusetts is ready and willing to negotiate with company officials the possibility of locating in the City; and further that company officials be invited to the City of New Bedford for seafood luncheon or dinner and a tour of the City and what we have to offer in making a home for Amazon in New Bedford.

18a. WRITTEN MOTION, Councillor Gomes, requesting, that as Amazon is looking to establish a second headquarters in Massachusetts that the Administration, the City Council and the Economic Development Council reach out to Amazon officials and their corporate office in a joint letter signed by all parties stating that the City of New Bedford, Massachusetts is ready and willing to negotiate with company officials the possibility of locating in the City; and further that company officials be invited to the City of New Bedford for seafood luncheon or dinner and a tour of the City and what we have to offer in making a home for Amazon in New Bedford. (Referred to the Committee on Appointments and Briefings – September 14, 2017.)

Additional Information:



Item Title:

REPORT - PROPOSALS FOR THE PURCHASE OF REAL PROPERTY - NO FURTHER ACTION

Item Detail:

19. REPORT, Committee on City Property, recommending to the City Council to take “**NO FURTHER ACTION**” on a City of New Bedford’s Request for Proposals for the Purchase of Real Property.

19a. REQUEST FOR PROPOSAL - Referred to the Committee on City Property - February 08, 2018.

Additional Information:



Item Title:

REPORT - CLARK'S COVE BOLTON/ORCHARD STREETS - NO FURTHER ACTION

Item Detail:

20. REPORT, Committee on City Property, recommending to the City Council to take “**NO FURTHER ACTION**” on a PROPOSAL – John E. Williams, Manager, Clark’s Cove Development Co., LLC, submitting a proposal for parcels of land the ES Bolton Street and WS Orchard Street – Map 19, Lot 1 and Map 23, Lots 295, 158 and 294.

20a. COMMUNICATION/PROPOSAL John E. Williams, Manager, Clark's Cove Development Co., LLC, submitting a proposal for parcels of land the ES Bolton Street and WS Orchard Street - Map 19, Lot 1 and Map 23, Lots 295, 158 and 294. (Referred to the Committee on City Property - February 08, 2018.)

Additional Information:

ATTACHMENTS:

Description	Type
□ REPORT-CLARK' COVE DEVELOPMENT BOLTON AND ORCHARD STREETS NO FURTHER ACTION	Cover Memo



# *City of New Bedford*

IN COMMITTEE

June 28, 2018

The Honorable City Council  
133 William Street  
New Bedford, MA 02740

Dear Honorable Members of the City Council:

The Committee on City Property at a Meeting held on Tuesday, June 19, 2018, considered a PROPOSAL – John E. Williams, Manager, Clark's Cove Development Co., LLC, submitting a proposal for parcels of land the ES Bolton Street and WS Orchard Street – Map 19, Lot 1 and Map 23, Lots 295, 158 and 294. (Ref'd 2/8/18) (3/26/18-tabled) (5/14/18-rft and rpf)

On motion by Councillor Lopes and seconded by Councillor Abreu, the Committee VOTED: To recommend to the City Council to take "No Further Action" on a PROPOSAL – John E. Williams, Manager, Clark's Cove Development Co., LLC, submitting a proposal for parcels of land the ES Bolton Street and WS Orchard Street – Map 19, Lot 1 and Map 23, Lots 295, 158 and 294. This motion passed on a voice vote.

IN COMMITTEE ON CITY PROPERTY

Councillor Naomi R. A. Carney, Chairperson

NRAC: dmb



Item Title:

REPORT - LAW FIRM SULLIVAN, WILLIAMS, QUINTIN NEW PUBLIC SAFETY BLDG - NO FURTHER ACTION

Item Detail:

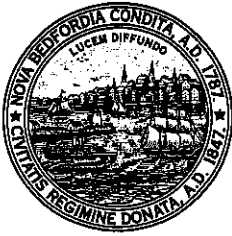
21. REPORT, Committee on City Property, recommending to the City Council to take “**NO FURTHER ACTION**” on a COMMUNICATION/EMAIL, Council President Morad, submitting copy of a letter received from John E. Williams, from the law firm of Sullivan, Williams and Quintin, relative to Clarks’ Cove Development, owners of the Goodyear site, in response to the City of New Bedford’s Request for Proposal (RFP) for a proposed New Public Safety Building.

21a. COMMUNICATION/EMAIL, Council President Morad, submitting a copy of a letter received from John E. Williams, from the law firm of Sullivan, Williams and Quintin, relative to Clark's Cove Development, owners of the Goodyear site, in response to the City of New Bedford's Request for Proposal (RFP) for a proposed New Public Safety Building - (Referred to the Committee on City Property - March 08, 2018.)

Additional Information:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> REPORT - LAW FIRM SULLIVAN, WILLIAMS AND QUINTIN - CLARK'S COVE DEVELOPMENT GOODYEAR SITE PUBLIC SAFETY BLDG. NO FURTHER ACTION	Cover Memo



# *City of New Bedford*

IN COMMITTEE

June 28, 2018

The Honorable City Council  
133 William Street  
New Bedford, MA 02740

Dear Honorable Members of the City Council:

The Committee on City Property at a Meeting held on Tuesday, June 19, 2018, considered a COMMUNICATION/EMAIL, Council President Morad, submitting copy of a letter received from John E. Williams, from the law firm of Sullivan, Williams and Quintin, relative to Clarks' Cove Development, owners of the Goodyear site, in response to the City of New Bedford's Request for Proposal (RFP) for a proposed New Public Safety Building. (Ref'd 3/8/18) (5/14/18-rpf)

On motion by Councillor Lopes and seconded by Councillor Abreu, the Committee VOTED: To recommend to the City Council to take "No Further Action" on the COMMUNICATION/EMAIL, Council President Morad, submitting copy of a letter received from John E. Williams, from the law firm of Sullivan, Williams and Quintin, relative to Clarks' Cove Development, owners of the Goodyear site, in response to the City of New Bedford's Request for Proposal (RFP) for a proposed New Public Safety Building. This motion passed on a voice vote.

IN COMMITTEE ON CITY PROPERTY

Councillor Naomi R. A. Carney, Chairperson

NRAC: dmb



Item Title:

REPORT- ESTABLISH A CITY OWNED YARD FOR POLICE ISSUED TOWS - NO FURTHER ACTION

Item Detail:

22. REPORT, Committee on Finance, recommending that the City Council take “**NO FURTHER ACTION**” on the WRITTEN MOTION, Councillor Lopes, requesting that the Committee on Finance meet with the Police Chief and a designee from the Mitchell Administration to discuss the establishment of a city-owned and operated storage yard for Police issued tows.

22a. WRITTEN MOTION, Councillor Lopes, requesting that the Committee on Finance meet with the Police Chief and a designee from the Mitchell Administration to discuss the establishment of a city-owned and operated storage yard for Police issued tows - (Referred to the Committee on Finance March 22, 2018.)

Additional Information:

ATTACHMENTS:

Description	Type
D REPORT - CITY OWNED STORAGE FOR POLICE ISSUED TOWS NO FURTHER ACTION	Cover Memo



# *City of New Bedford*

IN COMMITTEE

June 28, 2018


The Honorable City Council  
133 William Street  
New Bedford, MA 02740

Dear Honorable Members of the City Council:

The Committee on Finance at a Meeting held on Wednesday, June 21, 2018, considered a WRITTEN MOTION, Councillor Lopes, requesting that the Committee on Finance meet with the Police Chief and a designee from the Mitchell Administration to discuss the establishment of a city-owned and operated storage yard for police issued tows. (To be Referred to the Police Chief and the Mitchell Administration.) (Ref'd 3/22/18) (5/16/18-tabled 30 days)

On motion by Councillor Lima and seconded by Councillor Rebeiro, the Committee VOTED: To recommend to the City Council to take "No Further Action" on the WRITTEN MOTION, Councillor Lopes, requesting that the Committee on Finance meet with the Police Chief and a designee from the Mitchell Administration to discuss the establishment of a city-owned and operated storage yard for police issued tows. This motion passed on a voice vote.

IN COMMITTEE ON FINANCE

  
Councillor Joseph P. Lopes, Chairman

JPL: dmb





Item Title:

WRITTEN MOTION - CAMERAS IN PUBLIC PARKS & PARKING LOTS

Item Detail:

23. WRITTEN MOTION, Councillors Abreu, Lima and Gomes, requesting that the Committee on Public Safety and Neighborhoods, Police Chief Cordeiro, and the Administration work collaboratively together to identify the potential installation of surveillance cameras at our public parks and parking lots where there may be no current surveillance, the appropriate installation of such surveillance cameras would be not only a deterrent for potential crime, but would also be used as another tool at the disposal of our law enforcement professionals when investigating cases which may have occurred at said areas. (To be Referred to the Committee on Public Safety and Neighborhoods.)

Additional Information:



Item Title:

WRITTEN MOTION - CORAL STREET - NO BOAT TRAILER PARKING SIGNS

Item Detail:

24. WRITTEN MOTION, Councillor Lopes, requesting on behalf of the homeowners on Coral Street, that the Traffic Commission install signage along Coral Street stating "No Boat Trailer Parking" (To be Referred to the Traffic Commission.)

Additional Information:



Item Title:

WRITTEN MOTION - MOXY AIRWAYS

Item Detail:

25. WRITTEN MOTION, Councillor Gomes, requesting, that a letter be sent to David Neeleman, founder, JetBlue Airlines, now the proposer and founder of a new airline called Moxy Airways, inviting him or his representative to the City of New Bedford for the purpose of considering New Bedford as a point of destination and departure, as this new airline is looking to locate in secondary airports across the country providing point to point destinations; and further, requesting, that the Airport Commission send a letter to Moxy Airways, outlining the possibilities and information on our airport and put together a sales pitch and a strategy as to why Moxy Airways should locate at the New Bedford Regional Airport.

Additional Information:



Item Title:

WRITTEN MOTION - SEIU LOCAL 888 - PRIVATIZATION OF THE BRIDGE

Item Detail:

WRITTEN MOTION, Councillors Abreu, Giesta, Gomes, Lopes, Lima and Dunn, requesting that the New Bedford City Council go on record once again in support of the Service Employees International Union (SEIU) Local 888 opposition to the Massachusetts Department of Transportation (MassDOT) privatization of staffing proposal of the New Bedford/Fairhaven Bridge, said bridge conducts on average 5,000 openings per year for roughly 90,000 vessels, and it is imperative that such operations continue to remain staffed by our locally-sourced and community-invested workforce. (To be Referred to MassDOT Secretary & CEO Stephanie Pollack, MassDOT District 5 Commissioner Mary-Joe Perry, Governor Charlie Baker, and our State and Federal Delegation.)

Additional Information:



Item Title:

WRITTEN MOTION - AIRPORT AREA SIGNAGE

Item Detail:

27. WRITTEN MOTION, Councillor Gomes, requesting, that the City, Airport Commission, and management immediately address the airport signage located at Hathaway Road, Shawmut Avenue, Mount Pleasant Street and Downey Street, said signage needs to be replaced due to the fact it is not visible because of tarnishing and does not light up in the evening, the signage is important in directing passengers and business to the airport; and further, requesting that the trees and bushes be trimmed at both locations due to the fact this sign does not only serve the airport, but many of the businesses located in the airport area.

Additional Information:



Item Title:

WRITTEN MOTION - ONLINE LOTTERY BILL - S 182

Item Detail:

28. WRITTEN MOTION, Councillor Gomes, requesting, that the City Council send a letter to Senate President Harriette Chandler and House of Representative President Robert DeLeo, along with our area Legislative Delegation and Senator Montigny requesting that they support and take immediate action to address the online lottery bill (S182) and urge lawmakers to move into the 21st-century and give the Massachusetts lottery the resources and the online tools needed to continue to be the primary generating source of local aid to Cities and Towns in the Commonwealth of Massachusetts; and further, that a letter be sent to Representative Joseph Wagner, Chair of the Joint Committee of Economic Development and Emerging Technologies urging him to report the Committees findings and recommendations pertaining to this issue and bill. (Copy of bill S182 enclosed.)

Additional Information:

ATTACHMENTS:

Description	Type
📎 ONLINE LOTTERY BILL S182	Cover Memo

**SENATE . . . . . No. 182****The Commonwealth of Massachusetts**

PRESENTED BY:

***Jennifer L. Flanagan****To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to online lottery.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	
<i>Jennifer L. Flanagan</i>	<i>Worcester and Middlesex</i>	
<i>Kimberly N. Ferguson</i>	<i>1st Worcester</i>	<i>1/18/2017</i>
<i>Michael F. Rush</i>	<i>Norfolk and Suffolk</i>	<i>2/1/2017</i>
<i>Anne M. Gobi</i>	<i>Worcester, Hampden, Hampshire and Middlesex</i>	<i>2/3/2017</i>

**SENATE . . . . . No. 182**

By Ms. Flanagan, a petition (accompanied by bill, Senate, No. 182) of Jennifer L. Flanagan, Kimberly N. Ferguson, Michael F. Rush and Anne M. Gobi for legislation relative to online lottery. Economic Development and Emerging Technologies.

**The Commonwealth of Massachusetts**

**In the One Hundred and Ninetieth General Court  
(2017-2018)**

An Act relative to online lottery.

*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 24 of chapter 10 of the General Laws, appearing in the 2014 Official Edition, is hereby amended by striking out the first paragraph and inserting in place thereof the following paragraph: -

The commission may conduct a state lottery, including a lottery conducted online, over the internet or through the use of mobile applications. The commission shall determine: (i) the types of lottery to be conducted; (ii) the prices of tickets, games or shares in the lottery; (iii) the numbers and sizes of the prizes on the winning tickets, games or shares; (iv) the manner of selecting the winning tickets, games or shares; (v) the manner of payment of prizes to the holders of winning tickets, games or shares; (vi) the frequency of the drawings or selections of winning tickets, games or shares; (vii) the types of locations at which tickets, games or shares may be sold; (viii) the method to be used in selling tickets, games or shares; (ix) the licensing of agents to sell tickets, games or shares; provided, however, that no person under the age of 18 shall be licensed as an agent; (x) the manner and amount of compensation, if any, to be paid to licensed sales agents; provided, however, that the amount of compensation, if any, to be paid to licensed sales agents as commission shall be calculated on the total face value of each ticket, game or share sold and not on the discounted price of any ticket, game or share sold; and (xi) such other matters that the commission deems necessary or desirable for the efficient and economical operation and administration of the lottery, for the convenience of the purchasers of tickets, games or shares and for the convenience of the holders of winning tickets, games or shares. The commission may operate the daily numbers game 7 days a week. Each lottery ticket, game or share that is not played online shall have imprinted thereon the seal of the commonwealth and a serial number. The commission may establish and from time to time revise such rules and regulations as it deems necessary or desirable and shall file the same with the office of the state secretary.

The commission shall establish rules and regulations for lotteries conducted online, over the internet or through use of mobile applications that shall, at a minimum:

(i) require age verification measures to be reasonably designed to block access to and prevent sales of lottery tickets, games or shares online, over the internet or through the use of a mobile application to persons under the age of 18;

(ii) limit sales of lottery tickets, games or shares online, over the internet or through the use of mobile applications to transactions initiated and received or otherwise made within the commonwealth;

(iii) allow any player to voluntarily prohibit or otherwise exclude themselves from purchasing a lottery ticket, game or share online, over the internet or through the use of a mobile application;



(iv) establish maximum limits for account deposits and transactions of lottery tickets, games or shares conducted online, over the internet or through the use of a mobile application and allow players to reduce their own deposit or transaction limit at any time;

(v) limit any electronic deposits made in an online lottery account to the use of a verified bank account, prepaid gift card or debit card; provided, however, that the commission shall not accept credit card payments or deposits for the purchase of any ticket, game or share online, over the internet or through the use of a mobile application;

(vi) clarify that money in an online lottery account belongs solely to the owner of the account and may be withdrawn by the owner at any time; and

(vii) require the commission to implement promotional activities to encourage the purchase of lottery tickets, games or shares through licensed sales agents including, but not limited to, the sale of prepaid gift cards for online transactions through licensed sales agents.

The commission shall advise and make recommendations to the director regarding the operation and administration of the lottery. The commission shall report monthly to the governor, the attorney general and the general court on the total lottery revenues, prize disbursements and other expenses for the preceding month. The commission shall make an annual independently-audited financial report to the governor, the attorney general and the general court which shall include a full and complete statement of lottery revenues, prize disbursements and other expenses, including such recommendations as it may deem necessary or advisable, and the report shall be made available electronically to the general public not later than the earliest date established for reports in section 12 of chapter 7A. The commission shall report immediately to the governor and the general court on any matters that require immediate changes in the law in order to prevent abuses and evasions of the laws relative to lotteries or to rectify undesirable conditions in connection with the administration or operation of the state lottery.

Notwithstanding any general or special law to the contrary, the name, address, transaction history, account balance or other personal or identifying information of an individual who purchases lottery tickets, games or shares online, over the internet or through the use of mobile applications shall not be deemed public records of the commission and shall not be subject to section 10 of chapter 66; provided, however, that this

section shall not prohibit the commission from maintaining, using or sharing such information in the course of an investigation by law enforcement or in compliance with sections 28A or 28B.

SECTION 2. Section 24A of said chapter 10, as so appearing, is hereby amended by inserting after the word “games”, in line 8, the following words: - , including multi-jurisdictional lottery games to be conducted online, over the internet or through the use of mobile applications provided that such lotteries games to be conducted online, over the internet or through the use of mobile applications have been properly authorized by each state or other jurisdiction that is part of the group.

SECTION 3. Section 3 of chapter 137 of the General Laws, as so appearing, is hereby amended by inserting after the figure “23K”, in line 7, the following words:- and chapter 10.



Item Title:

LIVERY LICENSE RENEWAL - SOUZA TRANSPORTATION

Item Detail:

29. COMMUNICATION, City Clerk/Clerk of the City Council, to City Council, on behalf of **Michael Souza, 214 Belair Street, New Bedford, MA 02745 d/b/a SOUZA TRANSPORTATION, New Bedford, MA 02745**, hereby submitting a copy of the Application requesting a **RENEWAL of a PRIVATE LIVERY LICENSE**, under the provisions of Massachusetts General Laws, Chapter 159A, Section 1, and amendments thereto, and M.G.L. Chapter 270, Section 22 (Smoke Free Workplace Law) and all other laws applicable to such operation to carry passengers for hire over the streets of New Bedford. **(Current License expired June 8, 2018.)**

Additional Information:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> LIVERY LICENSE	Cover Memo



DATE: IN CITY COUNCIL, **JUNE 28, 2018**  
TO: HONORABLE MEMBERS OF THE NEW BEDFORD CITY COUNCIL  
FROM: CITY CLERK/CLERK OF CITY COUNCIL  
SUBJECT: LIVERY LICENSE APPLICATION – **RENEWAL**

The undersigned, on behalf of the Applicant, hereby submits a copy of the Application requesting a Private Livery License, under the provisions of MGL, Chapter 159A, Section 1 and amendments thereto, and MGL, Chapter 270, Section 22 (Smoke Free Workplace Law) and all other laws applicable to such operation, to carry passengers for hire over the streets of New Bedford.

NAME	<b>MICHAEL SOUZA</b>
BUSINESS NAME	<b>SOUZA TRANSPORTATION</b>
ADDRESS	<b>214 BELAIR STREET</b>
BUSINESS ADDRESS	<b>214 BELAIR STREET</b>
CITY/STATE/ZIP CODE	<b>NEW BEDFORD, MA 02745</b>
BUSINESS CITY/STATE/ZIP	<b>NEW BEDFORD, MA 02745</b>

Please note that the City Clerk's Office has the Original Application on File, as well as additional paperwork necessary to receive the Private Livery License (CORI, DOR TAX, Smoke-Free Info, etc.).  
Thank you, in advance, for your attention to this matter.

Sincerely,

Dennis W. Farias,  
City Clerk/Clerk of the City Council

DWF:smh



Item Title:

NEW LIVERY LICENSE - INTERNATIONAL TRANSPORTATION

Item Detail:

COMMUNICATION, City Clerk/Clerk of the City Council, to City Council, on behalf of **KHALIL ARSANIOS, 1220 Pleasant Street, New Bedford, MA 02740, d/b/a INTERNATIONAL TRANSPORTATION LLC, 1220 Pleasant Street, New Bedford, MA 02740**, hereby submits a copy of the Application requesting a **RENEWAL OF A PRIVATE LIVERY LICENSE**, under the provisions of Massachusetts General Laws, Chapter 159A, Section 1, and amendments thereto, and M.G.L. Chapter 270, Section 22 (Smoke Free Workplace Law) and all other laws applicable to such operation to carry passengers for hire over the streets of New Bedford. (Current License expires 07/20/2018.)

Additional Information:



Item Title:

COMMUNICATION -PURCHASE AND SALES AGREEMENT LAND FOR THE SOUTH END  
PUBLIC SAFETY CENTER

Item Detail:

31. COMMUNICATION, City Solicitor to Members of the City Council, submitting a draft Purchase and Sales Agreement between the City of New Bedford and Peacefully at Home Wellness and Healthcare, Inc., for the purchase of land for the South End Public Safety Center.(To be Referred to the Committee on City Property.)

Additional Information:

ATTACHMENTS:

Description	Type
D PURCHASE AND SALE AGREEMENT - Land South End Public Safety Center	Cover Memo



*City of New Bedford*  
**OFFICE OF THE CITY SOLICITOR**

**MIKAELA A. McDERMOTT**  
*City Solicitor*

**JANE MEDEIROS FRIEDMAN**  
*First Assistant City Solicitor*

**ERIC JAIKES**  
**KREG R. ESPINOLA**  
*Assistant City Solicitors*

**SHANNON C. SHREVE**  
**ERIC C. COHEN**  
**JOHN E. FLOR**  
**THOMAS J. MATHIEU**  
**ELIZABETH TREADUP PIO**  
*Associate City Solicitors*

June 22, 2018

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

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

Pursuant to your May 24, 2018 Order, I am enclosing for your review and approval a draft purchase and sales agreement between the City of New Bedford and Peacefully at Home Wellness and Healthcare, Inc. for the purchase of land for the South End Public Safety Center. The seller has agreed to the terms in this draft agreement.

Thank you very much for your consideration.

Sincerely,

Mikaela A. McDermott  
City Solicitor

**COPY**

**PURCHASE AND SALE AGREEMENT  
(COMMERCIAL PROPERTY)**

This Agreement is dated as of the \_\_\_\_\_ day of June 2018.

1. **PARTIES.** **PEACEFULLY AT HOME WELLNESS AND HEALTHCARE, INC.**, a Massachusetts non-profit corporation, having a principal office address of 890 Brock Avenue, New Bedford, Massachusetts 02744, (hereinafter called the **SELLER**), agrees to sell, and the **CITY OF NEW BEDFORD**, a Municipal corporation in the Commonwealth of Massachusetts, acting by and through its Mayor, with offices at 133 William Street, New Bedford, Massachusetts, 02740 (hereinafter called the **BUYER**), agrees to buy, upon the terms hereinafter set forth, the Premises as defined below.
2. **DESCRIPTION.** The land, with all buildings, structures and improvements thereon located at **890 Brock Avenue, New Bedford, Bristol County, Massachusetts 02744** (New Bedford Assessors Map 15, Lot 154), as more particularly described in a deed dated February 24, 2016 and recorded in the Bristol County (S.D.) Registry of Deeds in Book 11615, Page 99, containing 53,264 S.F. and being shown as LOT 2 on Plan Book 161, Page 25, copies of which are attached hereto as **Exhibit "A" and "A-1"** and incorporated herein by reference. (hereinafter called the "PREMISES").
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.** Included in the sale as a part of the Premises are the buildings, structures, and improvements thereon and used in connection therewith. Excepting the personal property of the **BUYER** as set forth on **Exhibit "B"** attached hereto and incorporated herein by reference.
4. **TITLE DEED.** The Premises are to be conveyed by a good and sufficient quitclaim deed running to the **BUYER** or to the nominee designated by the **BUYER** by written notice to **SELLER** at least seven (7) days before the deed is to be delivered as herein provided, which deed shall convey a good and clear record, marketable and insurable title thereto, free from encumbrances, except:
  - (a) Provisions of existing building and zoning laws;
  - (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
  - (c) Any liens for municipal betterments assessed after the date of this Agreement; and
  - (d) All easements, restrictions and reservations of record to the extent the same do not interfere with the proposed use of the Premises as a Public Safety facility.



5. **PLANS.** If the deed refers to a plan necessary to be recorded therewith, **SELLER** shall deliver such plan with the deed in form adequate for recording or registration.
6. **PURCHASE PRICE.** The agreed purchase price for the Premises is **ONE MILLION EIGHTY-NINE THOUSAND and 00/100 (\$1,089,000.00) DOLLARS**, payable as follows:

\$ 100.00 is paid herewith as a deposit;  
\$1,088,900.00 is to be paid at the time of the delivery of the Deed by certified,  
Treasurer's or Attorney's IOLTA check.  
\$1,089,000.00 TOTAL
7. **TIME FOR PERFORMANCE/DELIVERY OF DEED.** The deed is to be delivered and the closing is to take place on or before August 30, 2018, at 10:00 a.m. (the "Closing Date"), at the City of New Bedford, Office of the City Solicitor, 133 William Street, Room 203, New Bedford, Massachusetts 02740, or at such other location as shall be mutually agreeable to the parties. **IT IS AGREED THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT.**
8. **POSSESSION AND CONDITION OF THE PREMISES.** Full possession of the Premises, is to be delivered at the time of the delivery of the deed, the Premises to be (a) then in the same condition as they now are, reasonable use and wear thereof excepted; (b) in compliance with the provisions of any instrument referred to in Section 4 hereof; and (c) not in violation of any building or zoning laws. **BUYER** shall be entitled to an inspection of the premises prior to the delivery of the deed in order to determine whether their condition complies with the terms hereof.
9. **EXTENSION TO PERFECT TITLE OR MAKE THE PREMISES CONFORM.** If **SELLER** shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then, **SELLER** shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days to allow the **SELLER** to undertake such efforts.
10. **FAILURE TO PERFECT TITLE OR MAKE THE PREMISES CONFORM.** If at any point during such extended time **SELLER** shall have failed so to remove any defects in title, deliver possession or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded, except as provided for herein, and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. **BUYER'S ELECTION TO ACCEPT TITLE.** **BUYER** shall have the election, at either the original or during any extended time for performance, to accept such title as **SELLER** can deliver to the Premises in their then condition and to pay the purchase price without deduction (except as otherwise provided herein), in which case **SELLER** shall convey such title.
12. **ACCEPTANCE OF DEED.** The acceptance of a deed by **BUYER** or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed except such as are, by the terms hereof, to be performed after the delivery of the deed.
13. **USE OF PURCHASE MONEY TO CLEAR TITLE.** To enable **SELLER** to make conveyance as herein provided or to cause the condition of the Premises to conform to the provisions hereof, **SELLER** shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests or to cause the condition of the Premises to conform to the provisions hereof, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or within a reasonable time thereafter in accordance with local customs.
14. **INSURANCE.** Until the delivery of the deed, **SELLER** shall continue to maintain the insurance that is currently in effect with respect to the Premises.
15. **RISK OF LOSS.** .Notwithstanding anything to the contrary contained within this Agreement, in the event of a fire or other casualty (occurring anytime after the date of this Agreement) causing damage to the premises, then, at the sole and absolute option of the **BUYER**, he may cancel this Agreement, without recourse to the parties, at which time the same shall become null and void, and, all deposits held hereunder shall be returned to the **BUYER**.
16. **ADJUSTMENTS.** Real estate taxes, outstanding water and sewer charges, fuel value and other items shall be apportioned as of the day of performance of this Agreement, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by **BUYER** at the time of delivery of the deed. Taxes for the then current fiscal year shall be adjusted in accordance with M.G.L. c. 59, § 72A. Any taxes paid by **SELLER** prior to the closing shall not be refunded. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.
17. **BROKERAGE WARRANTY.** The parties hereby agree that no real estate brokers are involved in this transaction and both parties hereby agree to indemnify and save harmless the other party from and against all claims for commissions, broker's fees/finder's fees made by any person actually retained by such party or with whom such party has dealt in connection with said property or this transaction. The provisions of this paragraph shall survive delivery of the deed.

18. **DEPOSIT.** The Deposit shall be held in escrow by the BUYER (as "Escrow Agent") subject to the terms and conditions of this Agreement and shall be duly accounted for on the Closing Date. If any dispute arises between the parties as to whether or not the Escrow Agent is obligated to deliver the deposit, the Escrow Agent is not obligated to make any delivery, but may hold the funds until receipt of a written authorization signed by all persons having an interest in the dispute, directing the disposition of the funds. In the absence of a written authorization, the Escrow Agent may hold the funds until the rights of the parties have been finally determined in an appropriate proceeding from a court of competent jurisdiction.
19. **TITLE STANDARDS.** Any matter of practice arising under or relating to this Agreement which is the subject of a practice standard of the Real Estate Bar Association for Massachusetts shall be governed by such standard to the extent possible. Any title matter which is the subject of a title standard of the Real Estate Bar Association for Massachusetts at the time of the delivery of the deed shall be governed by said title standard to the extent applicable.
20. **BUYER DEFAULT, DAMAGES** The parties have agreed that in the event of default by **BUYER** hereunder, the precise amount of damages suffered by **SELLER** will not be readily ascertained and, accordingly, that if **BUYER** shall fail to fulfill **BUYERS'** agreements hereunder, the **SELLER** shall be entitled to retain all deposits as liquidated damages, and this Agreement shall be null and void.
21. **AFFIDAVITS/CERTIFICATES.** Simultaneously with the delivery of the deed, **SELLER** shall execute and deliver: (a) Affidavits and indemnities under oath with respect to parties in possession and mechanic's liens to induce **BUYER'S** title insurance company to issue lender's and owner's policies of title insurance without exception for those matters, and **SELLER** shall indemnify and hold harmless the title insurance company for any losses, costs, or damages sustained as a result of issuing a policy without exceptions covered by such representations; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, **SELLER'S** United States taxpayer identification number, that **SELLER** is not a foreign person, and **SELLER'S** address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with **SELLER'S** tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating **SELLER** is not subject to back-up withholding; and (d) Such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by **BUYER** and/or the **BUYER'S** title insurance company to complete the transactions described in this Agreement.
22. **BUYER INSPECTION RIGHTS.** **BUYER** or **BUYER'S** representatives,

consultants, engineers, and/or agents shall have the right, at any time, to enter the premises at **BUYER'S** own risk for the purposes of conducting surveys, inspections and tests, and environmental site assessments, including testing building, mechanical, and plumbing systems of the building on the premises or for any and all investigations leading to the demolition of the existing building and construction of a new building including but not limited to the following due diligence: building, structural, mechanical, electrical, zoning compliance, environmental, plumbing and anticipated build-out requirements by the **BUYER**. **BUYER**, to the extent permitted by law, shall hold **SELLER** harmless against any claim by **BUYER** of any harm to **BUYER** arising from said entry and shall restore the premises to substantially the same condition as prior to such entry if the closing does not occur. **BUYER'S** performance hereunder is expressly conditional, at **BUYER'S** option, upon **BUYER** being satisfied with the condition of the premises and/or the building thereon and on not having found on the premises any hazardous waste or hazardous material. In the event hazardous waste or hazardous material is found, or **BUYER** is not satisfied with the condition of the premises or the building, **BUYER** shall have the right, to be exercised in its sole and absolute discretion, to (a) terminate this agreement, whereupon all the rights and obligations of the parties shall cease, or (b) provide **SELLER** with the option, to be exercised in **SELLER'S** sole discretion, to repair the condition of the premises/building and/or remediate such hazardous condition, with **SELLER** paying all of the costs of repair/remediation. If **BUYER** requests **SELLER** to repair the premises/building and/or remediate the hazardous condition, and **SELLER** elects to undertake the same, **BUYER** shall perform under the terms of this agreement, provided, however, that **SELLER** repairs the premises/building to **BUYER'S** reasonable satisfaction and/or remediates the hazardous condition within a reasonable time and in full compliance with all applicable laws, rules, and regulations; otherwise this agreement shall be null and void and of no further effect between the parties. Nothing herein shall affect **BUYER'S** rights under this agreement to walk through and inspect the premises at any time prior to the delivery of the deed.

If the results of any such test or **BUYER'S** other engineering, architectural or other examinations concerning the property are unsatisfactory to **BUYER**, in **BUYER'S** sole and absolute discretion, then **BUYER** may terminate this Agreement by providing written notice of such unsatisfactory results to the **SELLER**, by **July 30, 2018**, whereupon this Agreement shall be terminated without further recourse to either party and the deposit shall be forthwith refunded to the **BUYER**.

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

24. **OTHER WARRANTIES AND REPRESENTATIONS.** BUYER and SELLER agree that they have incorporated in this Agreement their entire understanding and that no oral statement or prior written statement made by either of them or by any other person extrinsic to this Agreement shall have any force or effect. BUYER agrees that BUYER is not relying on any representations, oral or written, concerning the age, condition, workmanship or suitability of the Premises or any part thereof for any purposes made by any person, other than those representations expressly set forth in this Agreement or in other documents expressly made a part hereof.
25. **CONSTRUCTION OF AGREEMENT.** This instrument, executed in triplicate is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.
26. **NOTICES.** All notices and other communications or deliveries that are required or permitted to be given hereunder shall be given in writing, by facsimile transmission with a copy following in the United States mail, or be registered or certified mail, return receipt requested, or by generally recognized overnight delivery, or by hand and if intended for BUYER, addressed to them at the address set forth above:

With a copy to:

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

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

With a copy to:

All such notices and communications shall be effective when so deposited in the United States mail or with such overnight delivery carrier, provided that the same are received in the ordinary course at the address to which the same are mailed or sent pursuant to the foregoing.

27. **TITLE.** It is understood and agreed by the parties that the premises shall not be in conformity with title provisions of the Agreement unless:
- i. All buildings, structures and improvements including but not limited to any driveways, garages and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entities.
  - ii. No building, structures or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;
  - iii. title to the Premises is insurable, for the benefit of **BUYER**, by a title insurance company acceptable to **BUYER**, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use, containing no exception for any matter not expressly permitted by this Agreement;
  - iv. The premises shall abut or have access to a public way which public way is duly laid out or accepted as such by the city or town in which said premises are located; and
  - v. The premises are equipped with all necessary utilities, including without implied limitation municipal water and sewer, electricity, wiring for telephone service, and the Premises are not in a flood zone.
28. **ESCROW FUNDS.** In the event of a disagreement relative to the disbursal of escrow funds as referenced in this Purchase and Sale Agreement, the escrow agent may retain all deposits made under this Agreement and distribute same upon instructions mutually agreed upon and given by the **SELLER** and **BUYER** or upon issuance of a final and binding judgment entered by a court of competent jurisdiction. A disagreement shall be defined as the lack of instructions mutually given by all parties.
29. **PRIOR MEMORANDUM OF THE PARTIES** This Agreement supersedes any and all other agreements made prior hereto, including any memorandums or letters of intent dated prior by and between the **BUYER** and **SELLER** with respect to the transaction contemplated hereby which is hereby superseded and made void and without recourse to the parties hereto.
30. **LEGAL COUNSEL.** **BUYER** and **SELLER** acknowledge that they have each been advised of the importance of seeking legal advice prior to signing this Agreement, and each acknowledges that they have been afforded the opportunity to confer with legal counsel of their choice prior to signing this Purchase and Sale Agreement.

31. **WARRANTIES AND REPRESENTATIONS.** In order to induce **BUYER** to enter into this Agreement, **SELLER** warrants and represents to **BUYER**, effective as of the date of this Agreement and also effective as of the date of closing, that:
- (a) There are no lawsuits, actions or proceedings pending or threatened in writing against or affecting the Premises.
  - (b) There are no outstanding violations of any environmental, building, health or other applicable local, state or federal laws, rules, ordinances, regulations, permits and requirements of public authorities having jurisdiction over the Premises, or any state of facts that could ripen into any such violations;
  - (c) No work has been performed on the Premises which would give rise to the filing of a mechanic's lien, nor will there be any such lien filed against the Premises for work performed or goods or services provided to, on behalf of or with the consent of **SELLER** between the date hereof and the closing date;
  - (d) To the best of **SELLER'S** knowledge, **SELLER** holds good and clear, record and marketable title to the Premises in fee simple, and **SELLER** has not granted any options, rights of first refusal, or other contracts have been granted or entered into which give any other party a right to purchase or acquire any interest in the Premises;
  - (e) **SELLER** has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
  - (f) **SELLER** has no present knowledge of and will disclose and deliver all received written notices of, any planned or threatened condemnation or eminent domain proceedings with respect to the Premises;
  - (g) This Agreement has been duly authorized by all requisite action is not in contravention of any law or organizational documents and this Agreement has been duly executed by a duly authorized officer of **SELLER**;
  - (h) To the best of **SELLER'S** knowledge, **SELLER'S** execution of this Agreement does not violate any other contracts, Agreements, or any other arrangements of any nature whatsoever that **SELLER** has with third parties.
  - (i) To the best of **SELLER'S** knowledge, information and belief, (i) **SELLER** has not received notice of any release of any hazardous materials or oil on, from or near the Premises (as used in this Agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L.c.21E), (ii) there are no underground storage tanks or other subsurface facilities holding

petroleum or oil products currently in use or previously abandoned on the Premises and (iii) chlordane has not been used as a pesticide on the Premises;

- (j) **SELLER** has received no written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence of any hazardous materials at the Property in violation of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. § 9601, et seq. (CERCLA), or any similar federal, state or local statute, rule or regulation; and
- (k) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by **SELLER**.

**SELLER** will not cause nor, to the best of **SELLER'S** ability, permit any action to be taken which would cause any of **SELLER'S** representations or warranties to be false as of closing, and in any event shall notify **BUYER** of any change in these representations and warranties. **SELLER'S** representations and warranties shall survive the closing and the delivery of the deed.

- 32. **FOREIGN PERSON.** **SELLER** hereby warrants and represents to **BUYER** that **SELLER** is not a "foreign person" as defined by the Internal Revenue Code, Section 1445, and agrees to execute and deliver to **BUYER** at closing, an affidavit or certificate in compliance with Section 1445 (b) (2) and the applicable regulations thereunder.
- 33. **ACCESS.** The **BUYER** shall have continuing access to the premises at reasonable times and upon reasonable notice for inspections, arranging financing, measurements and other reasonable purposes.
- 34. **PERMITS/LICENSES, ETC. CONTINGENCY** This Agreement is subject to and contingent upon our client receiving and/or obtaining all necessary local, state and/or federal approvals, permits and licenses which allow for the use of the property for a Public Safety Facility. In the event that the **BUYER** is unable to obtain said approvals, after the expiration of all appeal periods, by July 30, 2018, then the **BUYER** shall have the option to terminate the Agreement by written notice to the **SELLER**, said notice to be dated on or before said date, and the deposit shall be forthwith refunded to the **BUYER**.
- 35. **SELLER COOPERATION.** **SELLER** agrees to cooperate in a reasonable manner with the **BUYERS'** efforts to obtain any necessary approvals, permits, etc., including the execution of any reasonably requested application, petition or document.



36. **UNDERGROUND STORAGE TANKS:** The **SELLER** hereby warrants and covenants, to the best of his knowledge and belief, that there are no underground storage tank (UST) located on the property and agree to hold the **BUYER** harmless from the existence of same. This clause shall survive delivery of the Deed.
37. **HAZARDOUS MATERIALS.** **SELLER** shall provide **BUYER** with information of any past or current release or threat of release, or the presence of "hazardous materials" and "oil" on the Premises, as such terms are defined in G.L. c. 21E, and copies of all environmental tests, studies, and assessments relating to the Premises and copies of all notices of noncompliance or responsibility received from the Department of Environmental Protection or any other federal, state, or local governmental body. The provisions of this paragraph shall survive the delivery of the deed.
38. **CONTINGENCIES.** **BUYER'S** performance hereunder is, at **BUYER'S** option, expressly subject to the following conditions:
- (a) **BUYER** obtaining a favorable vote of City Council in the City of New Bedford authorizing the **BUYER** to acquire the premises for the consideration stated herein and upon the terms set forth in this offer and authorizing the appropriation of sufficient funds for that purpose;
  - (b) **BUYER** shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property;
  - (c) **SELLER** shall have complied with the disclosure provisions of G.L. c.7C, §38, and **SELLER** and **BUYER** agree to diligently pursue full compliance with said statute. **SELLER** hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7C, §38;
  - (d) **SELLER** shall have obtained written waivers of any right to claim relocation benefits under the provisions of G.L. c.79A and 760 CMR 27.03 from all occupants of the Premises and **SELLER** shall represent and warrant in writing at closing that all such waivers have been provided as to all occupants. **SELLER** hereby agrees to waive any rights **SELLER** may have to relocation benefits under the provisions of M.G.L. c. 79A;

Furthermore, **SELLER** shall defend, indemnify and hold **BUYER** harmless as to any claim for relocation benefits or payments brought against **BUYER** by any former or present occupant (or future occupant between now and the Closing Date) of the Premises and pay any costs incurred by **BUYER** resulting from any such claim. The provisions of this paragraph are expressly agreed to survive the delivery of the deed;

- (e) **BUYER** shall have inspected the Premises and **SELLER'S** title to the Premises and be satisfied with the condition thereof, in its sole and absolute discretion; and

(f) Any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by **BUYER**.

Provided, however, that if any of the foregoing conditions are not satisfied by July 30, 2018, **BUYER** shall have the option of extending the closing date until such conditions are satisfied, and further provided that the closing date shall not be extended beyond September 30, 2018, provided that **BUYER** shall give **SELLER** days written notice of its exercise of this option prior to the closing date and shall give **SELLER** seven (7) days written notice of the new closing date.

(g) In the event any of provisions 38 (a) through (f) are not met, at the option of the **BUYER**, the deposit shall be forthwith refunded to the **BUYER** and this Agreement shall be null and void the parties having no further recourse hereunder.

39. **EXTENSIONS.** **BUYER** and **SELLER** hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. **BUYER** and **SELLER** shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.
40. **ERRORS.** If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.
41. **CAPTIONS.** The captions and headings throughout this agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this agreement, nor in any way affect this agreement, and shall have no legal effect.

42. **Seller Corporate Deliveries**

This Agreement is also made subject to the following additional provisions:

- (a) The **SELLER** agrees to provide the **BUYER** with a Certificate of Good Standing for the corporation from the Commonwealth of Massachusetts, Office of the Secretary of State, prior to closing, in recordable form.
- (b) The **SELLER** agrees to provide the **BUYER** with a Certificate of Good Standing for the corporation from the Commonwealth of Massachusetts, Department of Revenue, prior to closing, in recordable form.
- (c) The **SELLER** agrees to provide the **BUYER** with a Corporate Excise Tax Waiver, prior to closing, in recordable form.

**SEE NEXT PAGE FOR SIGNATURES**

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

**SELLER:**

**Peacefully at Home Wellness & Healthcare, Inc.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Ahmet F. Dirican, President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Beverly Bizzarro, Treasurer

**BUYER:**

**City of New Bedford acting by and through its Mayor,**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jonathan F. Mitchell, Mayor

**ESCROW AGENT:**

\_\_\_\_\_

**Approved as to form:**

**By:**

\_\_\_\_\_  
**Mikaela A. McDermott**  
**City Solicitor**

**ADDENDUM TO EXHIBIT A**

- 1. AIR ORGAN IN THE FORMER ST. ANNE'S CHURCH; SOME PEWS & SOME LIGHT FIXTURES**
- 2. PERSONAL PROPERTIES (ATTACHED/UNATTACHED TO BUILDINGS: SUCH AS A/C UNITS, CONDENSERS, SPACE HEATERS, SOME DOORWAY FIXTURES/RELIEFS/MOLDINGS, CABINETRIES)**
- 3. MEDICAL PRACTICE PROPERTIES (ATTACHED/UNATTACHED TO BUILDINGS: SUCH AS CABINETRIES, DESKS, TV UNITS, TELECOMMUNICATION UNITS, SIGNAGE REQUIRED BY THE MEDICAL ESTABLISHMENT )**

EXHIBIT "A"

BK 11615 PG 99  
02/24/16 03:05 DOC. 4135  
Bristol Co. S.D.

QUITCLAIM DEED

I, AHMET F DIRICAN, of 726 County Street, New Bedford, MA 02740, for consideration paid in the amount of less than one hundred (\$100.00) dollars, grant to PEACEFULLY AT HOME WELLNESS AND HEALTHCARE INC., a duly formed Massachusetts Nonprofit Corporation, with a principal place of business located at 890 Brock Avenue, New Bedford, MA 02744, with QUITCLAIM COVENANTS,

A certain tract or pared of land with the buildings and improvements thereon, if any, located on the southerly side of Ruth Street and the easterly side of Brock Avenue in the City of New Bedford, County of Bristol, Commonwealth of Massachusetts, being further bounded and described as follows:

Beginning at a cement bound at the southeasterly intersection of Ruth Street and Brock Avenue, which point is the northwesterly corner of the parcel to be described; thence running South 02° 07' 00" West by Ruth Street, 25.02 feet to a stone bound; thence running South 54° 35' 10" East by said Brock Avenue, 123.77 feet to an angle; thence continuing South 38° 16' 13" East by said Brock Avenue, 217.22 feet to a corner; thence running North 74° 27' 40" East by land now or formerly of Antone DeMello et al, 104.32 feet to a corner; thence running North 10° 00' 00" West by land now or formerly of Manuel A. Jovel et al, 51.85 feet to a stone bound; thence continuing North 10° 00' 00" West by LOT 1 on plan of land hereinafter described, 82 feet to a corner; thence running North 80° 00' 00" East by said LOT 1, 11.65 feet to a corner; thence turning and running North 10° 00' 00" West by said LOT 1, 79 feet to a corner; thence running South 80° 00' 00" West by land now or formerly of Eileen Cristello, 27.02 feet to a corner; thence running South 10° 00' 00" East by said Cristello land 4 feet to a corner; thence turning and running South 80° 07' 37" West by said last-named land, 56.81 feet to a corner; thence turning and running North 09° 00' 00" West by said last-named land, 84.89 feet to Ruth Street; thence running South 80° 00' 00" West by Ruth Street, 217.65 feet to a concrete bound and the point of beginning.

Containing 53,264 square feet of land, more or less.

Being designated as LOT 2 on Plan of Land prepared for The Roman Catholic Bishop of Fall River dated January 9, 2007, Scale: 1" = 20', said plan recorded with the Bristol County South District Registry of Deeds in Plan Book 161, Page 25.

Subject to easements for the benefit of Community Action for Better Housing, Inc. and its successors and assigns as set forth in a deed dated June 2, 2006 and recorded with the said

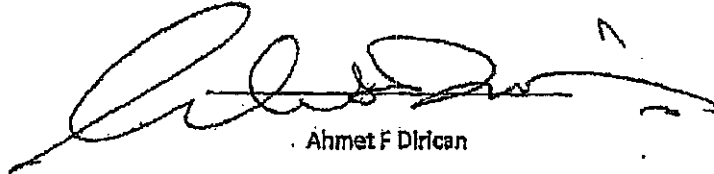
890-936 Brock Ave. New Bedford, MA

Registry of Deeds in Book 8167, Page 223.

For Grantor's title see deed dated August 17, 2007 and recorded with Bristol County (S.D.) Registry of Deeds in Book 8764, Page 322.

Property address: 890-~~936~~ Brock Avenue, New Bedford, MA. 02744

Witness my hand and seal this 24<sup>th</sup> day of February, 2016.

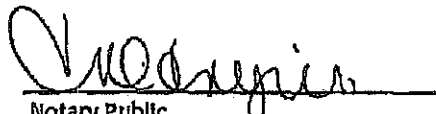


Ahmet F Dirican

**COMMONWEALTH OF MASSACHUSETTS**

Bristol, ss:

On this 24<sup>th</sup> day of February, 2016, before me, the undersigned notary public, personally appeared AHMET F DIRICAN, proven to me through satisfactory evidence of identification, which was MDL 581534754, to be the person whose name is signed on the preceding or attached document, who personally executed such document in my presence, acknowledged to me that he signed it voluntarily for its stated purpose and swore or affirmed to me that the contents of said document are true, accurate and complete.



Notary Public  
My Commission expires:

61-25







Item Title:

COMMUNICATION - REPORT FROM HAGUE, SAHADY & CO.

Item Detail:

32. COMMUNICATION, Council President Morad, submitting a copy of an “Other Comments and Recommendations Letter” from Hague, Sahady & Co., P.C. in connection with the City’s fiscal year 2017 Audit. (To be Referred to the Committee on Audit.)

Additional Information:

ATTACHMENTS:

Description	Type
 COMMUNICATION	Cover Memo

**CITY OF NEW BEDFORD, MASSACHUSETTS**  
**OTHER COMMENTS AND RECOMMENDATIONS LETTER**  
*For the Year Ended June 30, 2017*

**CITY OF NEW BEDFORD, MA**  
*Other Comments and Recommendations Letter*

For the Year Ended June 30, 2017

Table of Contents .....	1
Introduction: .....	1
Other Comments: .....	2
1.) Cash Reconciliation with the General Ledger .....	2
2.) Workers' Compensation Liability .....	3
3.) Year End Adjustments .....	4
4.) Student Activity Audits .....	6
5.) Internal Controls over Cash Disbursements (Purchase Orders) .....	7
6.) General Fund – Receivables Due from the Harbor Development Commission and the New Bedford Redevelopment Authority .....	8
7.) City and School Grant Budgets in MUNIS .....	9
8.) Compensated Absence Testing – Exceptions Noted .....	10
Recommendations: .....	11
9.) Set a Long-Term Goal to Meet the GFOA's Recommended Fund Balance Levels for the General Fund.....	11
10.) Implementation of GASB Statement No. 75 (Postemployment Benefits Other Than Pensions) During Fiscal Year 2018 and Long-Term Funding Schedule Recommendation for OPEB .....	13
Prior Year Comments and Recommendations: .....	16

# HAGUE, SAHADY & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

126 President Avenue

Fall River, MA 02720

TEL. (508) 675-7889

FAX (508) 675-7859

[www.hague-sahady.com](http://www.hague-sahady.com)

To Management, the Honorable Mayor and

Members of the City Council of the City of New Bedford, Massachusetts:

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of New Bedford, Massachusetts ("the City") as of and for the year ended June 30, 2017, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The City's written response to the matters identified in our audit was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

This communication is intended solely for the information and use of management, the Honorable Mayor and City Council, federal awarding agencies and pass-through entities and is not intended to be, and should not be, used by anyone other than these specified parties.

We will review the status of these comments during our next audit engagement. We have already discussed these comments and suggestions with the City's personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

We appreciate the opportunity to serve you and we wish to express our gratitude and appreciation to the City's personnel for their courteous and competent assistance during the audit.

*Hague, Sahady & Co., CPAs, P.C.*

**Hague, Sahady & Co. CPAs, P.C.**

Fall River, MA

April 13, 2018

## **CITY OF NEW BEDFORD, MASSACHUSETTS**

### *Other Comments and Recommendations*

For the Year Ended June 30, 2017

#### **1.) Cash Reconciliation with the General Ledger**

During the audit of the cash accounts, we noted a variance between the adjusted bank balances, as carried by the City Treasurer, and the total general ledger cash balances at June 30, 2017. At June 30, 2017, the adjusted bank balance exceeded the book balance by approximately \$123,383 (after proposed audit adjustments). At June 30, 2016, the adjusted bank balance exceeded the book balance by approximately \$252,691 (after proposed audit adjustments). The \$129,309 change in the overall variance is primarily because of the Housing and Urban Development's (HUD) interception of CDBG funds in September of 2014 that was not reconciled timely by the Treasurer and the Community Development office. This transaction totaled \$130,383 and was discovered and adjusted for during fiscal year 2017. The remainder of the change relates to immaterial variances noted by the treasurer's office when performing monthly reconciliations during fiscal year 2017.

The potential effects of not reconciling cash, on a timely basis, include the following: potential for a modified audit opinion (as opposed to an unmodified or "clean" opinion) should the variance result in a material misstatement in financial statements, potential misrepresentation of balances to the Massachusetts Department of Revenue for the City's free cash submission, reductions of certified free cash due to a subtraction of the cash variance, non-compliance with UMAS Guide regulations, the potential for misstatement of Federal expenditures on the City's Schedule of Expenditures of Federal Awards, and potential misappropriation of assets.

#### **Recommendation**

We recommend the cash variance continue to be isolated at year-end on the City's ledger. Since it appears that specific ledger accounts can be reconciled to adjusted bank accounts consistently and on a monthly basis, the City should decide if it is appropriate to write off the cash variance now isolated on the ledger. This "credit" to miscellaneous revenue could potentially increase the fiscal year 2018 certified free cash by approximately \$123,383.

#### **Management's Response**

*By June 30, 2018, the City will have isolated the aggregated variance in cash accounts for two full fiscal years with only immaterial variances occurring, thereby demonstrating that reconciliation procedures implemented three years ago are effective in identifying and correcting all cash variances. It is the City's intent to close out the aggregated cash variance as an increase in General Fund departmental revenue in fiscal year 2018.*

**CITY OF NEW BEDFORD, MASSACHUSETTS**  
*Other Comments and Recommendations (continued)*

For the Year Ended June 30, 2017

**2.) Workers' Compensation Liability**

During a prior fiscal year, the City restated its government-wide financial statements (full accrual accounting basis) to reflect the estimated future liabilities of workers' compensation claims. Since the initial restatement, the City has recorded the change in this liability in its government-wide financial statements. The estimated future liabilities are based on history and injury type. Data to record this adjustment was provided by the City's third party administrator, Cook & Company Insurance Services, Inc. Per our conversation with Cook & Company, "loss runs" are generated and provided to the City's personnel department on a monthly basis.

Currently, the City funds workers' compensation on a pay-as-you go basis from annual appropriations (charged to the "general government unclassified" department in the City's general fund budget) within its modified accrual basis accounting statements. For the fiscal year ended June 30, 2017, the City paid \$146,170 towards workers' compensation claims out of department 199. On the full accrual, government-wide financial statements, the City has recorded an estimated liability at June 30, 2016 of \$6,799,204 and an estimated liability at June 30, 2017 of \$7,821,987. Of the June 30, 2017 estimated amount, approximately \$4.7 million was estimated to account for claims incurred before fiscal year 2012 spanning back as late as fiscal year 1984.

Insurance claim adjusters typically assist in estimating the cost based on examining claims with similar injuries and what they have cost in the past, and/or by the use of statistical methods. Insurers typically require the adjuster to revisit the initial estimate (i.e. "the reserve") and revise it when necessary medical or legal information has been obtained. Accurate reserving of the claim is extremely important to an employer as having too high of reserves could cause an underwriter to use dollar amounts that are too high when calculating future insurance premiums and thus may increase the insurance premiums of the employer. Reserves that are set too low could require unexpected upward adjustments to pay the correct amount when the claim is settled/concluded.

**Recommendation**

We recommend the City contact the workers' compensation division of Cook & Company Insurance Services and inquire as to (1) how often initial claim estimates are adjusted and (2) what steps the City could take to reduce any old claim estimates that are being carried by Cook & Company that have not yet been settled and are not expected/likely to be settled. After this exercise is complete, we recommend the City identify departments associated with individuals in order to split its workers' compensation liability between the governmental activities and the business-type activities for financial reporting purposes.

**Management's Response**

*The City conducts biennial reviews of all outstanding claims with Cook & Company. Further, the City, through Cook & Company, engages in a continuous effort to reevaluate these claims, which includes requiring updated medical opinions, "alive and well" checks, surveillance when warranted, and settlement negotiations when appropriate. Management acknowledges the need to allocate liabilities associated with these claims as either governmental or business-type for financial statement purposes.*

## CITY OF NEW BEDFORD, MASSACHUSETTS

### *Other Comments and Recommendations (continued)*

For the Year Ended June 30, 2017

#### **3.) Year End Adjustments**

During the audit, we proposed year-end adjustments to various fund categories which are to be maintained under the modified accrual basis of accounting as required by GASB standards and the *Uniform Massachusetts Accounting System Guide (July 2014 Revision)* (the most recent UMAS Guide revision). For example, the following issues were noted for which we proposed the necessary audit adjustments to correct:

- Bond issuances were not posted to the capital project funds,
- Revenues were not deferred on grants that had no incurred expenditures,
- GASB 24 on-behalf payments from the Massachusetts Teachers Retirement System (MTRS) were not recorded in the general fund (for the financial statement presentation only),
- The veteran's receivable was not accrued properly in the general fund at fiscal year-end, and
- The school lunch fund was missing a receivable for amounts due from the Federal government and the Commonwealth of Massachusetts at fiscal year-end.

During the audit, we also proposed various year-end adjustments to the enterprise funds to modify the basis of accounting from the modified accrual basis as required by UMAS (period 12 in MUNIS) to the full accrual basis for GAAP financial statement purposes (period 13 in MUNIS). For example, the following issues were noted for which we proposed the necessary audit adjustments to correct:

- Adjustments to capital assets and related accumulated depreciation accounts to tie into detailed records
- Adjustments to correctly state long-term debt outstanding and the related accrued interest at fiscal year end
- Adjustments to correct compensated absences, to include the short-term versus long-term portions
- Adjustments to properly reflect other post-employment benefits and the net pension liability at fiscal year end
- Adjustments to deferred revenue accounts that have been earned on the full-accrual basis of accounting

Also, we noted through our audit testing of the City's construction in progress (CIP) and infrastructure in progress (IIP) schedules that amounts were indicated as "placed in service" against these accounts on the detailed Microsoft Excel schedule, thereby reducing those accounts. However, the corresponding depreciable asset account (CIP and IIP are non-depreciable accounts) was not increased for the amount "placed in service". Therefore, those asset accounts were understated. Since the depreciable asset accounts were not increased, depreciation was not calculated and therefore the City's depreciation expense at the Government-Wide financial statement level was understated. These errors were corrected through our revisions of the CIP and IIP Microsoft Excel schedules. We also proposed any necessary audit adjustments to either the governmental activities or the business-type activities to correctly present the non-depreciable and depreciable assets, as well as the related depreciation at fiscal year-end.

Despite the instances noted above, we did note improvement in the year-end close during the fiscal year 2017 audit versus prior audits.

#### **Recommendation**

We recommend the City record year-end adjustments to fund categories which are required to be maintained under the modified accrual basis of accounting as required by GASB standards and the *Uniform Massachusetts Accounting System Guide*. We also recommend that during period 13 in MUNIS, adjustments be posted to convert the basis of accounting of the enterprise funds to "full-accrual" as required by GAAP/GASB standards.

The recording of year-end adjustments will ensure proper external reporting to financial statement users including regulatory bodies such as Federal and State regulators, financial institutions and the Massachusetts Department of Revenue.

**CITY OF NEW BEDFORD, MASSACHUSETTS**  
*Other Comments and Recommendations (continued)*

For the Year Ended June 30, 2017

**3.) Year End Adjustments (Continued)**

**Management's Response**

*Management does not agree with the magnitude or the implied severity of reported findings, nor does it believe there is a causative relationship between those findings and the recommendations. Although accounting promulgations do not specifically define proposed adjustments, the commonly accepted implication is that such entries are the result of deviations discovered through attestation procedures that are conducted through the outside audit. However, in many of the examples provided in this finding, it was Management that presented draft adjustments or provided detailed supporting schedules that resulted in the immediate identification of adjustments required to be recorded. These entries would have been recorded by Management had they been aggregated prior to a cutoff date mutually agreed to by the City and its auditors. Further, Management's presentation of these adjustments directly resulted from compliance with rather than a deviation from established policies of recording transactions on a modified accrual basis throughout the year and making year-end adjustments converting Enterprise Funds to accrual basis. It is therefore inaccurate to imply that the volume of entries resulted from Management's inactivity or a departure from GAAP.*



## **CITY OF NEW BEDFORD, MASSACHUSETTS**

### *Other Comments and Recommendations (continued)*

For the Year Ended June 30, 2017

#### **4.) Student Activity Audits**

During the summer of 2017, we were contracted to perform the agreed-upon procedures as outlined by the guidance set forth by the Massachusetts Department of Elementary and Secondary Education entitled "Agreed Upon Procedures and Audit Guidelines: Student Activity Funds". We were contracted to perform these services for the fiscal year ending June 30, 2016. Through use of the guidance provided by the Massachusetts DESE we tested the policies, procedures, and controls over Student Activity funds at a selection of New Bedford Schools. We issued our report on February 9, 2018. This report included twelve findings and the School department's corrective action plan for each finding.

Per MGL Chapter 71, Section 47 there shall be an annual audit of the student activity funds for each school, which is enforceable by the School Committee only. It is the opinion of the Massachusetts Department of Elementary and Secondary Education ("DESE") that the audit may be performed internally by a responsible and qualified individual who is independent of student activity responsibilities, with the caveat that at least once every three years the procedures should be performed by an outside independent auditor if student activity balances exceed \$25,000. It is also in the DESE's opinion that the schools may be rotated with respect to the outside audit component of this requirement on an annual basis.

Since we performed these agreed-upon procedures of the student activity funds at June 30, 2016, the School Department should have performed and documented the procedures at June 30, 2017. We were not provided with any such documentation of the procedures being performed at June 30, 2017 as of the date of this writing.

#### **Recommendation**

It is recommended that the School Committee internally perform and document the agreed-upon procedures as outlined by the guidance from the Massachusetts DESE or contract with an outside firm annually to perform such agreed-upon procedures. Either of these options will ensure that the School department is in adherence with the requirements of MGL Chapter 71, Section 47.

#### **Management's Response**

*As part of its system of internal controls, New Bedford Public Schools established new policies and procedures in order to comply with DESE regulations related to student activity accounts (SAA). Training on the new guidelines was held in January 2018; updates to SAA policies, procedures, and documentation requirements were communicated; and written instructions along with standard forms were issued. Balance limits for SAA will be set by the New Bedford School Committee in a July 2018 meeting, and future limits will be approved annually. The Business Office will also submit a request to close out all inactive accounts and transfer them into a miscellaneous account. The Business Manager will review all accounts annually in June to determine their need in the upcoming school year, and the Business Office will audit of each school's SAA annually. There will be an external audit every third year.*

**CITY OF NEW BEDFORD, MASSACHUSETTS**  
*Other Comments and Recommendations (continued)*

For the Year Ended June 30, 2017

**5.) Internal Controls over Cash Disbursements (Purchase Orders)**

Testing over cash disbursements was conducted during the 2017 audit and identified the following issues:

- During allowable cost testing in the Airport Improvement program single audit, 2 out of 20 selected transactions had purchase orders that were dated after the invoice date and 4 out of the 20 selected transactions had no purchase order at all.
- During cash disbursement testing across all City funds, we noted that in 4 out of 25 instances, purchase orders were dated after the invoice date.

Based on our review of the controls over cash disbursements it appears that the controls could be strengthened.

**Recommendation**

It is recommend that the City review internal control procedures over cash disbursements, specifically the controls over purchase orders, and take appropriate action to strengthen the controls where determined necessary.

**Management's Response**

*Management agrees with this finding and implemented a monitoring system in September 2017 designed to achieve greater compliance through an escalating series of notices to non-compliant departments that could eventually result in suspension of their authority to make purchases on behalf of the City.*

## **CITY OF NEW BEDFORD, MASSACHUSETTS**

### *Other Comments and Recommendations (continued)*

For the Year Ended June 30, 2017

#### **6.) General Fund – Receivables Due from the Harbor Development Commission and the New Bedford Redevelopment Authority**

We noted that the City is carrying receivables due from the Harbor Development Commission (“HDC”) and the New Bedford Redevelopment Authority (“NBRA”) on its general fund balance sheet at June 30, 2017 in the amounts of \$849,885 and \$650,931 (respectively), for a combined total of \$1,500,816. Further details of these balances can be seen in the respective component unit financial statements.

The HDC and NBRA qualify as “component units” of the City under GASB Statement No. 61 guidance and are required to be included within the City’s financial reporting entity. Please refer to Note 1 of the City’s June 30, 2017 Comprehensive Annual Financial Report (CAFR) for more information regarding GASB Statement No. 61 requirements.

The amount due from the HDC last had activity during fiscal year 2017 through a payment of \$50,000 from the HDC. We did note that HDC has made regular payments against its obligation due to the City for a number of years now. During fiscal year 2015 (two periods ago) the HDC owed \$1,124,885.

The amount due from the New Bedford Redevelopment Authority last had activity during fiscal year 2016, specifically on September 23, 2015. On this date, the NBRA voted to settle the claims of the NBRA and related City entities against AVX Corp. for the North Terminal Rail Yard. The City credited the amount due from the NBRA for \$125,000, reducing the amount due from \$775,931 to \$650,931. It should be noted that the NBRA has difficulty generating steady cash flows and as a result has not been able to make regular payments to the City.

We inquired of City management with respect to any developments regarding a plan to collect the amounts due from the HDC and the NBRA. At this time, there appears to be no formal plan in place for repayment. If the City were to elect to write down, or off, either of these receivables, the City Council would need to appropriate the amount through the budget process (similar to an appropriation from free cash under MGL Chapter 59 Section 23).

#### **Recommendation**

We recommend that City management discuss the amounts due with the HDC and NBRA and develop a written agreement documenting the decision reached.

#### **Management’s Response**

*The City has an informal agreement with the Harbor District Commission that provides for the repayment of its loan from the City in annual \$50,000 installments with no interest charged or imputed. The first payment under this agreement was received on July 1, 2017. The New Bedford Redevelopment Authority currently lacks sufficient resources to enter into a repayment agreement. However, the possibility of future expansion of its role within the community may generate sufficient revenues to commence repayment, at which time the parties will enter into an appropriate agreement.*

**CITY OF NEW BEDFORD, MASSACHUSETTS**  
*Other Comments and Recommendations (continued)*

For the Year Ended June 30, 2017

**7.) City and School Grant Budgets in MUNIS**

We noted that many of the City and School grant budgets input to MUNIS did not have budgetary appropriations equal to budgetary sources of revenue, whether they be federal, state or local. In some cases, we also noted that budgetary revenue and/or appropriations input to MUNIS did not match the grant award. We also noted that in some cases amendments of the original budget did not match the support attached.

It should be noted that some of these grant awards are Federal awards, and therefore the City is subject to the provisions of Uniform Guidance, specifically Section 200.302 “Financial management”. A “budget” as defined by Uniform Guidance means “the financial plan for the project or program that the Federal awarding agency or pass-through entity approves during the Federal award process or in subsequent amendments to the Federal award. It may include the Federal and non-Federal share or only the Federal share, as determined by the Federal awarding agency or pass-through entity.” On Federal grants, the City is required per 200.302(b)(5) to have a financial management system that must be able to provide for a “comparison of expenditures with budget amounts for each Federal award.”

**Recommendation**

We recommend that the City ensure that “balanced” budgets are input that have budgetary appropriations equal to budgetary sources of revenue. The City is responsible to ensure that grant funding is used correctly and for its intended purpose and that the information can be compared to the actual expenditures for each Federal, state and local award.

**Management’s Response**

*Management acknowledges the occurrences of out-of-balance budgets that existed at year-end, most of which predated the implementation of MUNIS. During fiscal year 2017, an initiative was commenced to research each occurrence and take remedial action, which resulted in a decrease to 452 out-of-balance budgets at year-end. The remainder will be resolved over a two-year period, with a 50% reduction expected by June 30, 2018.*

**CITY OF NEW BEDFORD, MASSACHUSETTS**

*Other Comments and Recommendations (continued)*

For the Year Ended June 30, 2017

**8.) Compensated Absence Testing – Exceptions Noted**

Through our testing of the City's compensated absence records we noted the following exceptions:

- We noted that for 3 individuals tested out of the police department, the longevity pay was calculated incorrectly. We tested a total of 20 transactions, city-wide.
- We also noted that 1 out of the 20 individuals tested had more sick time than could be accrued based on years of service. This individual was part of the EMS records.

**Recommendation**

We recommend that the City implement procedures to consistently perform internal audits over the compensated absence balances.

**Management's Response**

*Management acknowledges the findings. However, the findings were of non-systemic errors in an annual procedure to calculate accrued compensated balances and resulted in an immaterial overstatement of that accrual. None affected accrual balances in MUNIS, which are the basis for leave payments. We believe procedures are in place to calculate this annual accrual without material misstatement.*

**CITY OF NEW BEDFORD, MASSACHUSETTS**  
*Other Comments and Recommendations (continued)*

For the Year Ended June 30, 2017

**9.) Set a Long-Term Goal to Meet the GFOA's Recommended Fund Balance Levels for the General Fund**

The Government Finance Officers Association (GFOA) recommended through their “Best Practices – Fund Balance Guidelines for the General Fund” publication that “at a minimum, general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.” The GFOA continues to state that each government should apply this recommendation based on its own particular situation and should “apply these measures within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unrestricted fund balance in the general fund at any one time.”

For the purposes of this analysis, we used overall GAAP fund balance as opposed to budgetary fund balance as (1) the City budgets on a basis consistent with generally accepted accounting principles, as applied to governmental units, and in compliance with State requirements (per “Basis of Budgeting” on page 27 of the FY2018 Adopted Budget), (2) many governments don’t show budgetary fund balance in their RSI schedules and therefore we could not obtain this data for comparison, and (3) using the budgetary fund balance in the RSI would not count the size of the City’s stabilization fund, which is required per GASB Statement No. 54 to be reported within the general fund, often as a “committed” fund balance, due to the definitions of fund balances in GASB Statement No. 54.

Our firm calculated the GFOA’s recommended level of fund balance for the City of New Bedford’s general fund as follows (data from the fiscal year 2017 CAFR):

Operating Budget of the General Fund (Final Budget):	\$ 314,749,177
GAAP Fund Balance of the General Fund (includes Stabilization):	\$ 27,978,085
Two Months of Regular GF Operating Expenditures:	<u>\$ 52,458,196</u>
Excess (Deficiency) of GFOA Recommendation:	(\$ 24,480,111)

Our firm also collected data for all Massachusetts municipalities that have populations in excess of 75,000 at the 2010 US Census (the City of New Bedford had a population of approximately 95,000 at that time). Of the thirteen (13) communities above 75,000 in population, only five (5) of the thirteen met the GFOA’s recommended level of fund balance for the City’s general fund. Three (3) of those five had AAA/Aaa bond ratings based on the data we collected (i.e. the top bond rating that could be earned, “best quality” category). The other two (2) had AA or higher ratings (i.e. the upper tiers of the 2<sup>nd</sup> best category “high quality”).

**Recommendation**

We recommend that the City consider amending its “Fund Balance Management” policy effective November 27, 2013 to include long-term goals (i.e. 5-10 years) for fund balance levels in the general fund as recommended by the GFOA. Currently, we noted that the City does have a policy over the desirable funding for the Stabilization fund of “between two (2%) and six (6%) of the General Fund operating budget. The City and School stabilization funds had fund balance totaling \$9,671,585 at June 30, 2017. That level of funding equates to 3.07% of the General Fund final operating budget. We did note that the City did incorporate a “Long Range Financial Plan” in its 2018 budget document, however that plan is rather vague and does not aggressively set goals to increase the ending fund balance in the general fund (which includes the City stabilization funds) over the next five fiscal periods. In a separate comment within this letter, we recommended the City expand upon and further detail its “Long Range Financial Plan”.

## **CITY OF NEW BEDFORD, MASSACHUSETTS**

### *Other Comments and Recommendations (continued)*

For the Year Ended June 30, 2017

#### **9.) Set a Long-Term Goal to Meet the GFOA's Recommended Fund Balance Levels for the General Fund (continued)**

##### **Recommendation (continued)**

We would also recommend that the Stabilization fund be invested by the Treasurer in long-term investments such as a combination of equities and bonds that will yield an annual return above 5%. This will prevent older contributions in the stabilization fund from being eroded by inflation over time.

We noted that the "School" portion of the stabilization fund currently invested this way, however the "City" portion was not. As of June 30, 2017, the split of the \$9.6M within stabilization was \$8.3M in "City" stabilization and \$1.3M in "School" stabilization. During fiscal year 2017, the School balance earned nearly as much investment income as the City stabilization balance, despite having \$7.0M less of a balance.

We believe that if the City were to incorporate long-term planning for fund balance levels within the general fund and set goals to increase the fund balance reserves in the long-run, it is likely that the City will continue to maintain, or be upgraded from, its current "AA-" rating from Standard and Poor's (S&P).

##### **Management's Response**

*Although the City's Fund Balance Management Policy provides only the framework and target ranges for building General and Stabilization Funds fund balances, a long-range financial forecast always accompanies it as an exhibit, particularly within the Official Statements reviewed by rating agencies. This forecast includes specific fund balance targets over the next five years, stated in absolute dollars. Management believes the forecast is an effective augmentation of its policy, sufficient in both its detail and the period over which fund balances are projected.*

*Management will consider the recommendation of a longer-term investment strategy when it considers the trade-off between liquidity and yield as part of the execution of its long-range financial forecast.*

**CITY OF NEW BEDFORD, MASSACHUSETTS**  
*Other Comments and Recommendations (continued)*

For the Year Ended June 30, 2017

**10.) Implementation of GASB Statement No. 75 (Postemployment Benefits Other Than Pensions) During Fiscal Year 2018 and Long-Term Funding Schedule Recommendation for OPEB**

GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, replaces the requirements of Statement No. 45, and establishes new accounting and financial reporting requirements for OPEB plans. Among changes to required notes to the financial statements and required supplementary information, the statement will require the employer to recognize a liability equal to the net OPEB liability on its accrual based financial statements.

The Statement defines "net OPEB liability" as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees' past periods of service (total OPEB liability), less the amount of the OPEB plan's fiduciary net position (i.e. the value of the OPEB investments).

Had this standard been in place at fiscal year ended June 30, 2017, the City would have an OPEB liability of \$477,150,353 on its government-wide balance sheet (assumed 3.75% discount rate as a result of "pay-as-you-go" contributions), as opposed to the \$181,417,827 accrued on its balance sheet at year end as a result of the current accounting rules (i.e. the definition of "net OPEB obligation" differs between GASB 45 & 75).

If the City were to commit to a funding schedule for its OPEB Trust Fund it is possible the City may benefit from the new "discount rate" assumptions stipulated in GASB Statement No. 75 paragraph 36 and could in turn reduce the OPEB liability presented on its balance sheet. The City should consult with its actuaries further for an analysis of the potential effects.

For more information on OPEB, please see Note 10 to the City's fiscal year 2017 Comprehensive Annual Financial Report (CAFR).

Credit rating agencies have stated that they will consider OPEB funding status in their evaluations of government financial condition. It is possible that bond ratings may suffer for those governments with large and/or mounting liabilities and no plan to pay for these future costs. This may be particularly true as certain governments move forward with OPEB strategies while others do not. The extent to which a local government's OPEB funded status affects its overall credit rating may depend on a number of factors, including the City's current rating and a comprehensive review of the City's finances.

Our firm noted that Standard and Poor's (S&P) recently affirmed the City's 'AA-' underlying rating to the City's general obligation bonds but said in its April 18, 2017 "Ratings Direct" report that *"In our [S&P's] opinion, a credit weakness is New Bedford's large pension and OPEB obligation, without a plan in place that we think will sufficiently address the obligation. However, we recognize the city has taken some steps toward reducing their long-term liabilities...We acknowledge the city recently completed an exhaustive review of its health care program, with the objective of reducing retiree health care costs. In December 2015, the city council voted to establish an OPEB trust fund, which currently has a balance of \$1.1 million. New Bedford has adopted a policy to contribute at least 10% of surplus funds to the trust each year, which they estimate will be \$300,000. The OPEB unfunded actuarial accrued liability is \$485 million. We expect the city's retirement liabilities to remain significant in the short-to-medium term."*

The S&P report continued on to its "Outlook" section noting that *"All else being equal, we could raise the rating if the city demonstrates more comprehensive planning to mitigate its long-term liabilities, coupled with strengthening and sustaining available reserves through positive budgetary performance to levels we consider commensurate with its higher-rated peers."*



## **CITY OF NEW BEDFORD, MASSACHUSETTS**

### *Other Comments and Recommendations (continued)*

For the Year Ended June 30, 2017

#### **10.) Implementation of GASB Statement No. 75 (Postemployment Benefits Other Than Pensions) During Fiscal Year 2018 and Long-Term Funding Schedule Recommendation for OPEB (continued)**

##### **Recommendation for GASB Statement No. 75 Implementation**

We recommend the City begin to review the changes in accounting requirements set forth in GASB Statement No. 75, and work with its actuaries to ensure these requirements will be ready to be fulfilled for the *fiscal year 2018 financial statements*. We would also be happy to assist the City with any questions it may have with respect to GASB Statement No. 75 implementation.

##### **Recommendation for Long-Term Funding Schedule for OPEB**

We also recommend that the City consider annually funding its OPEB trust fund through either a budgetary appropriation, a consistent contribution from certified free cash, or a combination of both. Pre-funding benefits will allow the government to grow assets for which it can use in future budget periods to offset rising healthcare costs and could reduce the total OPEB liability by up to 35%, assuming full-prefunding consistently each year. It will also prove to the rating agencies (ex. S&P, Moody's) that the City does have a plan in place to sufficiently address the obligation. We recommended pre-funding OPEB in the 2013, 2014, 2015 and 2016 management letters.

The Government Finance Officers Association (GFOA) recommends through their "Best Practices – Sustainable Funding Practices for Defined Benefit Pensions and Other Postemployment Benefits (OPEB)" publication that governments "adopt a funding policy with a targeted funded ratio of 100 percent or more (full funding). The funding policy should provide for a stable amortization period over time, with parameters provided for making changes based on specific circumstances". Other recommendations regarding frequency of actuarial studies, the frequency of employee and employer contributions into the trust, and recommendations for discussion of the funding and amortization methods with the government's actuary are made in this "Best Practices" publication. It is worth noting that neither GASB Statement No. 43/45 or 74/75 require pre-funding of OPEB benefits. Also, there is no MGL that requires a "target funded date" be set, unlike unfunded pension liabilities.

The cost to fully fund the OPEB liability during fiscal year 2017, would have equated to additional cash contributions into the OPEB Trust of \$15,361,480 (the City did contribute \$270,000 during fiscal year 2017). We do realize the City is consistently facing significant budgetary challenges and full pre-funding may not be possible, however, we do recommend the City contribute a lesser amount that it feels would begin to grow the assets in the OPEB trust to help offset rising healthcare costs that continue to outpace inflation. According to the City's 10-year data in its fiscal year 2017 financial statements (page 116-117), health costs rose from \$31,753,513 in 2008 to \$39,767,304 in 2017, a 25.24% increase over the 10 year period.

For example, a funding policy that contributes \$1,000,000 (i.e. the amount the City "intends" to appropriate each fiscal year according to item #11 on the *Investment Agreement* with the State Retiree Benefits Trust dated December 21, 2015) at the *beginning* of each fiscal year into a trust fund with an appropriate asset allocation setup (i.e. a combination of equities and bonds) to achieve a target rate of 8% return, for a 30 year funding period (a total of \$30,000,000 in contributions) would potentially be worth \$122,345,868 at the end of 30 years, assuming the City is pre-funding benefits and does not withdraw from this fund (calculation based on the mathematical formula of the "future value of an annuity due"). Increase the target rate of return to 9% (a 1% increase) and the figure will rise to \$148,757,217, decrease the target rate of return to 7% (a 1% decrease) and the figure will decrease to \$101,073,042. It is worth noting, this method of funding would be considered a non-actuarially calculated method of funding (i.e. does not consider the liability side of the projections). An actuarially calculated method of funding would more closely resemble the cash contribution against the ARC mentioned above (the \$15,361,480).

We would recommend that if the City were to adopt a basic funding schedule such as the \$1,000,000 example above, that it increase its payment each year by the amount of inflation assumed in its actuarial valuation (3.5%).

We would also recommend that the City consider amending its policy titled "Other Post-Employment Benefits Trust Fund" effective November 30, 2016 to include a funding schedule that the City would commit to over a longer time horizon. We would like to recommend that the City consider setting a target date to be fully funded, even if this date is 30 years or more away.

**CITY OF NEW BEDFORD, MASSACHUSETTS**  
*Other Comments and Recommendations (continued)*

For the Year Ended June 30, 2017

**10.) Implementation of GASB Statement No. 75 (Postemployment Benefits Other Than Pensions) During Fiscal Year 2018 and Long-Term Funding Schedule Recommendation for OPEB (continued)**

**Management's Response**

*Management is aware of the requirements of GASB 75 and will consult with both its actuaries and independent auditors in preparation for its implementation. Related to the recommendation to annually fund its OPEB fund, the City has adopted a policy of designating the equivalent of 10% of its free cash as certified annually by DOR for funding into its OPEB Trust Fund. Additionally, its Fund Balance Management Policy establishes a policy of generating minimum free cash of 1% of its operating budget. We believe this is the current limit of resources that can be designated for OPEB Trust Fund funding and that a formal fixed schedule is not practical at this time.*

**CITY OF NEW BEDFORD, MASSACHUSETTS**  
*Status of Prior Year Comments and Recommendations*

For the Year Ended June 30, 2017

<b><u>Prior Year Comments and Recommendations:</u></b>	<b><u>Status:</u></b>	<b><u>Page Reference:</u></b>
Cash Reconciliation with the General Ledger and Presentation of Cash Accounts on the General Ledger	Modified	2
Workers' Compensation Liability	Modified	3
Deadlines for Audits of the City's Component Units	Removed	N/A
New Bedford Redevelopment Authority Component Unit Audit	Removed	N/A
Implementation of GASB Statement No. 77 (Tax Abatement Disclosures) During Fiscal Year 2017	Removed	N/A
Implementation of GASB Statement No. 75 (Postemployment Benefits Other Than Pensions) During Fiscal Year 2018	Modified	13
Certificate of Achievement for Excellence in Financial Reporting Program (CAFR) Recommendation	Removed	N/A
Highlighted Changes to Non-Federal Entity Responsibilities as a Result of OMB's Uniform Guidance	Removed	N/A



Item Title:

COMMUNICATION - ARTHUR GLASSMAN -COMMUNITY PRESERVATION COMMITTEE

Item Detail:

33. COMMUNICATION, Kirsten Bryan, Acting City Planner, to City Clerk Farias, notifying that on January 10, 2018, the Planning Board voted to designate Board Member Arthur Glassman as the Planning Board's representative to the Community Preservation Committee.

Additional Information:

ATTACHMENTS:

Description	Type
□ COMMUNICATION - ARTHUR GLASSMAN Planning Board Representative to the Community Preservation Committee	Cover Memo



JONATHAN F. MITCHELL  
MAYOR

*City of New Bedford*  
**PLANNING BOARD**

133 William Street, New Bedford, Massachusetts 02740  
Telephone: (508) 979.1488 Facsimile: (508) 979.1576

TO: Dennis Farias, City Clerk  
City of New Bedford  
133 William Street  
New Bedford, MA 02740

FROM: Kirsten Bryan, Acting City Planner

DATE: June 13, 2018

RE: Planning Board Representative for the Community Preservation Committee (CPC)

Dear Mr. Farias:

On January 10, 2018, during a duly advertised meeting of the New Bedford Planning Board held at New Bedford City Hall, Room 314 at 133 William Street, New Bedford, Massachusetts 02740, the New Bedford Planning Board voted to designate board member Arthur Glassman as the Planning Board's representative to the Community Preservation Committee, pursuant to M.G.L. Chapter 44B, Section 5 and Section 2-241 of the New Bedford Code of Ordinances. Board Member Glassman's term shall expire April 2021, or on the date his tenure as a member of the New Bedford Planning Board ceases.

Planning Board:

Clerk



Item Title:  
COMMUNICATION - SRТА SERVICE SOUTH END

Item Detail:  
34. COMMUNICATION, City Clerk/Clerk of the City Council, Dennis W. Farias, submitting letter from Erik B. Rousseau, SRТА, regarding bus service to New Bedford's South End and peninsula.

Additional Information:

ATTACHMENTS:

Description	Type
▣ COMMUNICATION - SRТА REGARDING BUS ROUTE SOUTH END AND PENINSULA	Cover Memo



June 18, 2018

Mr. Dennis W. Farias  
City Clerk/Clerk of the City Council  
City of New Bedford  
New Bedford, MA 02740

Dear Mr. Farias:

We have received your letter dated June 4, 2018 regarding the proposal made by Councillor Gomes to the Committee on Public Safety & Neighborhoods for SRTA service to Fort Taber. We are currently evaluating service in New Bedford's south end and peninsula and are in the process of developing service alternatives to better service the area. We appreciate the proposal submitted by you on behalf of the Committee and Councillor Gomes and it has been placed on file with all public comment we have received to date for this project.

We will give this proposal consideration as we evaluate service options in the area. At this time, we have not established a timeline to implement any major changes to the New Bedford Route 1 – Fort Rodman. As our evaluation progresses and a timeline for service changes develops, we will inform you and the New Bedford City Council to ensure ample opportunity to participate in the process.

Thank you,

Erik B. Rousseau  
Administrator

Cc: Brian K. Gomes, New Bedford City Councillor at Large

**Serving the Communities of**

Acushnet, Dartmouth, Fairhaven, Fall River, Freetown, Mattapoisett, New Bedford, Somerset, Swansea, Westport

700 Pleasant St., Suite 320, New Bedford, MA 02740  
srtabus.com, (P) 508-999-5211 (F) 508-993-9196



Item Title:

KINGS VILLAGE

Item Detail:

**05/24/2018** WRITTEN MOTION, Councillors Gomes and Carney, requesting, once more that the Committee on Appointments and Briefings meet with management of Kings Village, this request comes once again on behalf of the residents; and further, that once again the Board of Health and the Department of Inspectional Services inspect the housing complex for rodent complaints, bedbugs, mold and mildew and the maintenance procedures that have not been done in the buildings following up on inspections that were done early this year; and further, once more that letters be sent to our State Legislative Delegation, HUD and State Health inspectors about the conditions at the senior citizen complex.

Additional Information:





Item Title:  
SPECIAL ACCOMMODATIONS

Item Detail:

***In accordance with the Americans with Disabilities Act (ADA),  
if any accommodations are needed,  
please contact the City Council Office at 508-979-1455.  
Requests should be made as soon as possible  
but at least 48 hours prior to the scheduled meeting.***

Additional Information: