

CITY COUNCIL CALENDAR

Thursday, November 12, 2020

NOTE:

THIS MEETING IS BEING HELD REMOTELY IN ACCORDANCE WITH THE GOVERNOR OF MASSACHUSETTS' MARCH 12, 2020 ORDER SUSPENDING CERTAIN PROVISIONS OF THE OPEN MEETING LAW G.L.C. 30A, SECTION 20 AND THE CITY COUNCIL'S VOTE TO WAIVE RULE 21A ON APRIL 7, 2020 AND AMENDED ON AUGUST 20 AND SEPTEMBER 24, 2020 – THIS MEETING WILL BE LIVE STREAMED ON NB CABLE ACCESS FACEBOOK PAGE

OPENING OF SESSION BY:

CITY COUNCIL PRESIDENT JOSEPH P. LOPES

PLEDGE OF ALLEGIANCE

*

MAYOR'S PAPERS

M1. COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ACT, *Authorizing The City of New Bedford To Convey Certain Land Acquired For Open Space and Playground Purposes.*

M1a. AN ACT,

M2. COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER, that the City Solicitor is requested to obtain appraisals of privately owned property along Rockdale Avenue and Allen Street which is needed for infrastructure improvements at the intersection of Rockdale Avenue and Allen Street and prepare an Order of Taking for the easements to be acquired through eminent domain.

M2a. AN ORDER,

M3. COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER, that the City hereby approves and accepts the 30-Year Preservation Restriction granted by the Southeastern Massachusetts Veterans Housing Program, Inc. to the New Bedford Historical Commission for a building known as the Susan Tripp House, owned by the Southeastern Massachusetts Veterans Housing Program, Inc. located at 1060 Pleasant Street.

M3a. AN ORDER,

M4. COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER, that the Mayor is authorized to execute an easement to NSTAR Electric Company in City-owned property being a portion of Assessors Map 15, Lot 154,

for the purpose of installing and maintaining utility services for the public safety building located at 890 Brock Avenue.

M4a. AN ORDER,

M5. COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER, appropriating \$6,503,133.00 from ORDINARY REVENUE AND MUNICIPAL RECEIPTS, to SCHOOL DEPARTMENT.

M5a. AN ORDER,

M6. COMMUNICATION, Mayor Mitchell, to City Council, submitting a WAIVER OF RESIDENCY for ANTHONY MCCAULEY as an EMT Basic variable time position for the Department of Emergency Medical Services for currently resides in Raynham, MA.

M7. COMMUNICATION, Mayor Mitchell, to City Council, submitting a WAIVER OF RESIDENCY for PEYTON BUNKER, EMT Basic variable time position for the Department of Emergency Medical Services for currently resides in Middleboro, MA.

M8. COMMUNICATION, Mayor Mitchell, to City Council, submitting the APPOINTMENT of SEAN MORIARTY, New Bedford, MA to the NEW BEDFORD PORT AUTHORITY; replacing Richard Canastra who resigned in 2019; this term will expire December 31, 2020.

NEW BUSINESS

1. AN ORDINANCE, Amending Chapter 19, Relative to Residency of City Personnel. (Passed to a Second Reading - October 8, 2020.)

2. REPORT, Committee on Ordinances, recommending to the City Council APPROVAL of the Ordinance, Amending Food Truck Locations.

2a. AN ORDINANCE, Relative to Food Truck Locations. (To Passed to a Second Reading.)

3. REPORT, Committee on Ordinances, recommending to the City Council to take “**NO FURTHER ACTION**” on the COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDINANCE, amending Chapter 9, Section 4400, Flood Hazard Overlay District (FHOD) which updated references to the Bristol County Flood Insurance Rate Map (FIRM) that will become effective on July 8, 2020.

3a. AN ORDINANCE, Amending Chapter 9, Section 4400 Flood Hazard Overlay District (FHOD). (Referred to the Committee on Ordinances and the Planning Board - February 13, 2020.)

4. REPORT, Committee on Finance, recommending to the City Council to take “**NO FURTHER ACTION**” on the COMMUNICATION, Council President Lopes submitting a copy of an email from Assistant City Solicitor Jaikes, regarding the background information on the two closed nursing homes in New Bedford to deal with Covid-19 patients.

4a. COMMUNICATION, Council President Lopes, submitting a copy of an

email from Assistant City Solicitor Jaikes, regarding the background information on the two closed nursing homes in New Bedford to deal with Covid-19 patients. (Referred to the Committee on Finance - May 14, 2020.)

5. REPORT, Committee on Finance, recommending to the City Council to take **“NO FURTHER ACTION”** on the COMMUNICATION, Derek Santos, Executive Director, New Bedford Economic Development Council, submitting the New Bedford Tax increment Financing Board’s Annual Program Report for 2019.

5a. COMMUNICATION, Derek Santos, Executive Director, New Bedford Economic Development Council, submitting the New Bedford Tax increment Financing Board’s Annual Program Report for 2019.(Copy all Councillors - January 31, 2020.) (Referred to the Committee on Finance - February 13, 2020.)

6. REPORT, Committee on Finance, recommending to the City Council to take **“NO FURTHER ACTION”** on the WRITTEN MOTION, Councillors Abreu, Giesta, Dunn, Lopes, Lima and Markey, requesting that the Committee on Finance, a Representative of the Mayor’s Office, Chief Financial Officer Sky and a Representative of the Economic Development Council discuss the feasibility of implementing a “rent rebate” program, which has helped revitalize economic development in other gateway cities throughout the Commonwealth of Massachusetts; the program would entitle qualifying business owners moving into vacant storefront/buildings a partial rent rebate in both their first and second years of operation to help them get started, the City would accept applications for consideration of locations all throughout New Bedford, there would be a priority focus on development in the north, south and west-end Mixed-Use Business districts.

6a. WRITTEN MOTION, Councillors Abreu, Giesta, Dunn, Lopes, Lima and Markey, requesting that the Committee on Finance, a Representative of the Mayor’s Office, Chief Financial Officer Sky and a Representative of the Economic Development Council discuss the feasibility of implementing a “rent rebate” program, which has helped revitalize economic development in other gateway cities throughout the Commonwealth of Massachusetts; the program would entitle qualifying business owners moving into vacant storefront/buildings a partial rent rebate in both their first and second years of operation to help them get started, the City would accept applications for consideration of locations all throughout New Bedford, there would be a priority focus on development in the north, south and west-end Mixed-Use Business districts.(Referred to the Committee on Finance - April 26, 2018.)

7. REPORT, Committee on Finance, recommending to the City Council to take **“NO FURTHER ACTION”** on the COMMUNICATION, Councillor Abreu, submitting a copy of the City of Taunton’s Rent Rebate Program Applicant Guidelines.

7a. COMMUNICATION, Councillor Abreu, submitting a copy of the City of Taunton’s Rent Rebate Program Applicant Guidelines. (Referred to the Committee on Finance - April 26, 2018.)

8. REPORT, Committee on Finance, recommending to the City Council to take **“NO FURTHER ACTION”** on the WRITTEN MOTION, Council

President Lopes, requesting that a Representative from ABC Disposal attend the next Committee on Finance meeting to discuss issues with garbage and recycling pickup.

8a. WRITTEN MOTION, Council President Lopes, requesting that a Representative from ABC Disposal attend the next Committee on Finance meeting to discuss issues with garbage and recycling pickup. (Referred to the Committee on Finance - June 11, 2020.)

9. WRITTEN MOTION, Council President Lopes, requesting the Board of Health Director Damon Chaplin provide the Committee on Appointments and Briefings with a briefing on the City's ability to distribute a coronavirus vaccine to its residents, once one has been developed and approved by the FDA. (To be Referred to the Committee on Appointments and Briefings.)

10. WRITTEN MOTION, Council President Lopes and Councillor Gomes, requesting that the State Legislative Delegation amend the existing Scooter requirements from 50cc to 40cc; and further, that all vehicles over 40cc require a Massachusetts Driver's License and Compulsory Insurance.

11. COMMUNICATION/DEMOLITION, Anne Louro, Preservation Planner, to City Council, re: BUILDING DEMOLITION REVIEW –1489 Morton Avenue (Map 136A/Lot 804) circa 1940 one and one half story wood-framed residential building, the structure is not located in a National Register Historic District; the structure is of no notable historic significance either recorded or found with the existing condition of the structure; therefore, **in light of these findings, the Preservation Planner has determined that the building at 1489 Morton Avenue is neither a Historically Significant nor a Preferably Preserved Structure.**

12. COMMUNICATION, Councillor Morad, submitting a copy of a letter sent to the Members of the Planning Board in opposition to an item on the October 28th Planning Board meeting regarding the expansion of an existing glass and plastic recycling and processing facility at 100 Duchaine Boulevard. (To be Received and Placed on File.)

13. COMMUNICATION, Council President Lopes, submitting a copy of an email and spreadsheet from Nicholas Nanopoulos, Licensing Board, to Liquor License Holders, regarding the reduction of all on premise liquor license fees by 25%. (To be Received and Placed on File.)

14. COMMUNICATION, Councillor Morad, submitting a copy of a motion from the October 22nd City Council Meeting, submitted by Council President Lopes and Councillor Abreu, that Mayor Mitchell RETURNED UNSIGNED on November 10, 2020, requesting that the Mitchell Administration agree to prorate and/or reduce by 25% renewal fees for on-site all alcohol license, on-site wine and malt license and associated common victualer and entertainment licenses for Fiscal Year 2021. (Copy all Councillors – November 10, 2020.)

TABLED BUSINESS

NO ITEMS ON THIS AGENDA.



Item Title:

THIS MEETING IS BEING HELD REMOTELY IN ACCORDANCE WITH THE GOVERNOR OF MASSACHUSETTS' MARCH 12, 2020 ORDER SUSPENDING CERTAIN PROVISIONS OF THE OPEN MEETING LAW G.L.C. 30A, SECTION 20 AND THE CITY COUNCIL'S VOTE TO WAIVE RULE 21A ON APRIL 7, 2020 AND AMENDED ON AUGUST 20 AND SEPTEMBER 24, 2020 -- THIS MEETING WILL BE LIVE STREAMED ON NB CABLE ACCESS FACEBOOK PAGE

Item Detail:

Additional Information:



Item Title:
CITY COUNCIL PRESIDENT JOSEPH P. LOPES

Item Detail:

Additional Information:



Item Title:

*

Item Detail:

Additional Information:



Item Title:

AN ACT-AUTHORIZING THE CONVEYANCE OF LAND FOR OPEN SPACE & PLAYGROUND PURPOSES

Item Detail:

M1. COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ACT, *Authorizing The City of New Bedford To Convey Certain Land Acquired For Open Space and Playground Purposes.*

M1a. AN ACT,

Additional Information:

ATTACHMENTS:

Description	Type
 ACT-AUTHORIZING THE CONVEYANCE OF LAND FOR OPEN SPACE & PLAYGROUND PURPOSES	Cover Memo



CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

November 4, 2020

City Council President Joseph P. Lopes and
Honorable Members of the City Council
133 William Street
New Bedford, MA 02740

Dear Council President Lopes and Honorable Members:

I am pleased to submit for the Council's consideration the attached *Act Authorizing The City of New Bedford To Convey Certain Land Acquired For Open Space and Playground Purposes*.

As you know, with the support of the New Bedford legislative delegation my Administration recently announced a plan for an Advanced Manufacturing Campus (AMC) on 100 acres of the 275-acre Whaling City Golf Course on Hathaway Road.

The announcement also included news that a solution had been developed to resolve an important legal hurdle related to the business park project. When protected recreational land is repurposed for development, municipalities are required by the Commonwealth to enact special legislation which lifts the development prohibition and places into protection comparable land elsewhere.

A 2017 decision of the Massachusetts Supreme Judicial Court, Smith v. City of Westfield, expanded the definition of lands classified as protected by Article 97 of the Massachusetts Constitution. The City was consequently required to place into protection new land equal to the entire 100 acres proposed for the business park, a figure well beyond the City's initial estimate of 25 acres.

After consultation with local conservation organizations and officials, including the Buzzards Bay Coalition, the Town of Dartmouth, and the Dartmouth Natural Resources Trust (DNRT), the City determined that the only viable strategy for compliance with the state requirement was to partner with the DNRT to place a conservation restriction on a portion of the 224-acre property owned by the City on Woodcock Road in Dartmouth. In January of this year, the City and DNRT entered into a Memorandum of Understanding (MOU) for this purpose.

Consistent with the DNRT MOU, the attached measure would put the City in a position to successfully comply with Article 97 requirements by removing approximately 100 acres from protection on the golf course site in New Bedford and conferring protection on 156 acres of the Dartmouth property.

The City Council's approval will allow the measure's legislative supporters, led by Senator Montigny and Representative Christopher Markey, to then work to secure its anticipated passage in early 2021, clearing the way for continued advancement of the AMC.

Background: Benefits of the Advanced Manufacturing Campus

The AMC is expressly developed with a view toward the needs of the state's and region's leading industries, and will incorporate the amenities, landscape and building design, and other features seen in high-quality business parks.

Building on a business park concept first introduced in 2017, the AMC refines the City's development approach, incorporating fresh information from real estate and golf industry professionals, conservation organizations, and state economic development experts. In addition, studies commissioned by the City and its state partners have now confirmed several earlier, preliminary assessments. Among the findings, the Advanced Manufacturing Campus would:

- Capitalize on high demand among major commercial real estate interests as the pandemic accelerates a pre-existing trend which saw focus shifting to large, highway accessible, "greenfield" sites in eastern Massachusetts outside the I-95 and I-495 corridors.
- Create 1 million square feet of new industrial/office space assessed at \$80 million
- Generate \$2.7 million in annual property tax revenue
- Produce more than 1,000 new jobs

As I noted in conjunction with the recent public announcement, constructing a new business park from scratch is no small undertaking and a complex challenge for any city, but if we are serious in New Bedford about reducing the property tax burden, regenerating our local economy, and keeping local government financial stable, we have no choice but to find a way to succeed. And with our existing business park at full capacity, it is critical to have a new driver of commercial growth. The plan recently presented to the public creates this critical driver.

It is important to also note the extensive, sustained effort that has been invested in the plan. Several years of study, planning, and revision have brought us to current stage. The plan is significantly better for those efforts. It is more pragmatic, achieves more of our goals, and is more responsive to the community. Most important, the project is grounded in a robust body of research that gives us confidence in our approach.

Background: A New Understanding of the Options for Ensuring A Successful Golf Course

The 2017 business park concept reduced the number of operable golf course holes from 18 to 9 based on preliminary engineering reports. Subsequent surveys led to an adjustment of the business park borders and reduction in size, which has allowed for reconsideration of several golf course options.

Under my Administration's proposal, the City would leave open the option of an 18-hole course, an option for a 9-hole course, and an option for 9+ "flex solutions" that create opportunities for a course operator to change active holes for various purposes or events.

Under all options, a new clubhouse and parking area (comparable to existing facilities) will be constructed, and additional enhancements will be considered, including a driving range and practice areas. The course option and amenities ultimately selected will be based on continued stakeholder input and a further assessment of market trends.

I hope you find this additional background information useful, and I thank you for your consideration of this important measure.

Sincerely,



Mayor Jon Mitchell

enclosure

The Commonwealth of Massachusetts

IN THE YEAR TWO THOUSAND TWENTY

AN ACT AUTHORIZING THE CITY OF NEW BEDFORD TO CONVEY CERTAIN LAND ACQUIRED FOR OPEN SPACE AND PLAYGROUND PURPOSES

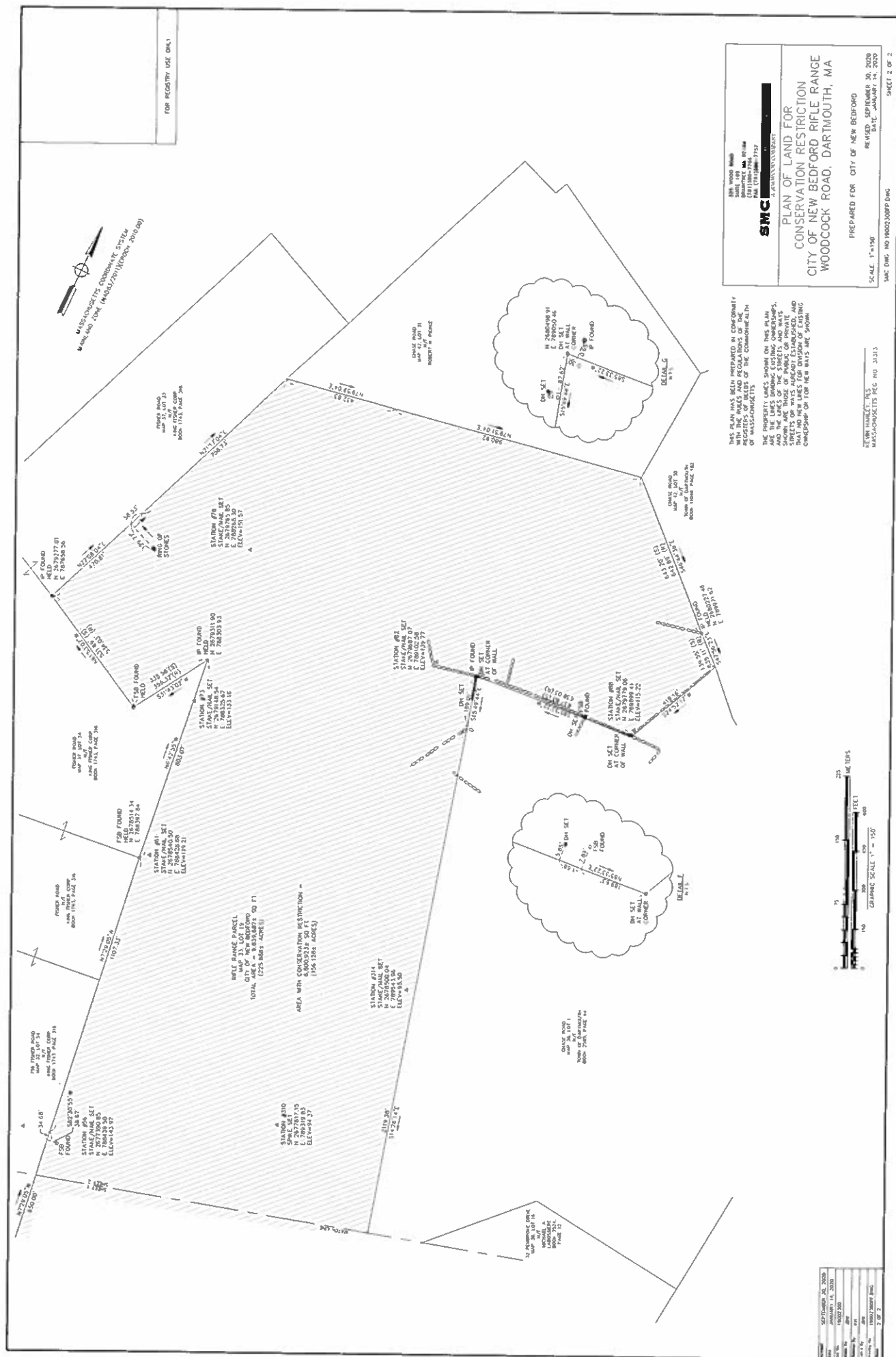
Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding any general, special, or local law to the contrary, but subject to chapter 30B of the General Laws, the city of New Bedford, acting by and through its city council, with the approval of its mayor, may convey a parcel of land currently used as a municipal golf course and acquired by the city in part for open space purposes and in part for playground purposes. The property to be conveyed contains approximately 99.86 acres and is shown as Parcel "B" on a plan entitled "Subdivision Plan, Tax Map 121-1 Lots: 1-8, 37, 45, and 86" prepared by Nitsch Engineering, dated October 7, 2020.

SECTION 2. To ensure a no-net-loss of lands protected for conservation and recreation purposes, and as consideration for the transfer authorized in section 1, the city council, with the approval of the mayor, shall convey a conservation restriction pursuant to sections 31, 32, and 33 of chapter 184 of the General Laws on approximately 156.128 acres of land owned by the city of New Bedford in the town of Dartmouth, which is a portion of an approximately 225.888-acre parcel of land currently used as a rifle range. The land to be subject to the proposed conservation restriction, which shall be held by the Dartmouth Natural Resources Trust, Inc. is shown as "Area with Conservation Restriction" on a plan entitled "Plan of Land for Conservation Restriction, City of New Bedford Rifle Range, Woodcock Road, Dartmouth, MA," prepared by SMC dated January 14, 2020 and revised September 30, 2020. The land currently used as the active portion of the rifle range is an approximately 69.750-acre parcel of land shown as "Rifle Range Parcel" on Sheet 1 of the same plan. The city of New Bedford shall be permitted to indemnify the Dartmouth Natural Resources Trust, Inc. in connection with said conservation restriction. The active rifle range shall be allowed to continue in operation, and that portion of the land shall be open to the public. While the active rifle range is in

operation, the portion of the land subject to the conservation restriction may be open to the public for passive recreation, as appropriate given public safety considerations. In the event the rifle range ceases to be used as a rifle range at any time, the land subject to the conservation restriction shall be open to the public for passive recreation.

SECTION 3. This act shall take effect upon its passage.





Item Title:

APPRAISALS & EASEMENTS - INFRASTRUCTURE IMPROVEMENTS AT THE
INTERSECTION OF ROCKDALE AVE & ALLEN ST

Item Detail:

M2. COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER, that the City Solicitor is requested to obtain appraisals of privately owned property along Rockdale Avenue and Allen Street which is needed for infrastructure improvements at the intersection of Rockdale Avenue and Allen Street and prepare an Order of Taking for the easements to be acquired through eminent domain.

M2a. AN ORDER,

Additional Information:

ATTACHMENTS:

Description	Type
□ ORDER OF TAKING-PRIVATE PROPERTY-ROCKDALE AVE. & ALLEN ST.	Cover Memo



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

November 3, 2020

Joseph P. Lopes, President
and Honorable Members of the City
Council 133 William Street
New Bedford, MA 02740

RE: Infrastructure Improvements at the Intersection of Rockdale Avenue and Allen Street
– Appraisals and Acquisitions

Dear Council President Lopes and Members of the City Council:

At the request of the Department of Public Infrastructure, I respectfully request that the City Council acquire by eminent domain or other legal means, temporary and permanent easements across privately owned property, which is needed for Infrastructure Improvements at the Intersection of Rockdale Avenue and Allen Street.

This intersection lacks multimodal amenities and has high crash cluster ratings. The redesign of this location will include minor geometric alignment improvements, traffic signal reconstruction, pedestrian, and bicycle accommodation upgrades in compliance with MassDOT's Healthy Transportation Policy and the Americans with Disabilities Act. The intent of this project is to provide safety and mobility improvements at the intersection of Rockdale Ave and Allen St. This project is planned to be funded in 2021 through the FFY 2021-2025 Transportation Improvement Program.

The design has impacts to private property abutting the City's Right of Way for each street. The department plans to acquire the rights to the permanent and temporary easements by method of payment. DPI will utilize Chapter 90 funding to hire an appraiser and review appraiser to complete a formal property evaluation and provide a value of the easement for each parcel impacted.


The easement areas are shown on the attached plan entitled, "MASSACHUSETTS DEPARTMENT OF TRANSPORTATION PLAN AND PROFILE OF ROCKDALE AVENUE AND ALLEN STREET IN THE CITY OF NEW BEDFORD BRISTOL COUNTY

RIGHT OF WAY PLANS (75% PROGRESS PRINT) FEDERAL AID PROJECT NO. -",
sheets 1 through 6.

The current estimated construction cost for the project is approximately \$3.1 million
and the MassDOT advertisement date is scheduled for March 2021.

Enclosed for your consideration, please find an Order for the City Solicitor to obtain
appraisals and prepare the necessary Order of Taking. A representative of the Department of
Public Infrastructure will be available to answer questions at the November 12, 2020 City
Council meeting.

Sincerely,



Jonathan F. Mitchell
Mayor

cc: Jamie Ponte, Commissioner of Public Infrastructure
Jane Medeiros Friedman, First Assistant City Solicitor



Department of Public Infrastructure

Jamie Ponte
Commissioner

Water
Wastewater
Highways
Engineering
Cemeteries
Park Maintenance
Forestry
Energy

CITY OF NEW BEDFORD

Jonathan F. Mitchell, Mayor

October 29, 2020

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

Subject: Request for Appraisal Services for Infrastructure Improvements
At the intersection of Rockdale Ave and Allen St

Dear Mayor Mitchell:

The Department of Public Infrastructure (DPI) is designing infrastructure improvements at the signalized intersection of Rockdale Ave and Allen St. This intersection lacks multimodal amenities and has high crash cluster ratings. The redesign of this location will include minor geometric alignment improvements, traffic signal reconstruction, pedestrian and bicycle accommodation upgrades in compliance with MassDOT's Healthy Transportation Policy and the Americans with Disabilities Act. The intent of this project is to provide safety and mobility improvements at the intersection of Rockdale Ave and Allen St. This project has a current cost estimate of \$3,100,000 and is slated to be funded in 2021 through the FFY 2021-2025 Transportation Improvement Program.

The design has impacts to private property abutting the City's Right of Way for each street. The department plans to acquire the rights to the permanent and temporary easements by method of payment. DPI will utilize Chapter 90 funding to hire an appraiser and review appraiser to complete a formal property evaluation and provide a value of the easement for each parcel impacted.

Please see attached plan set for the above referenced project showing the redesign and easement impacts. DPI requests that this project be presented to City Council to proceed with the Right of Way process and stay on schedule for our MassDOT advertisement date in March 2021.

Sincerely,


Jamie Ponte
Commissioner

Cc: Manuel Silva
Shawn Syde
Jane Medeiros Friedman

Attachments:

Plan and Profile of Rockdale Avenue and Allen Street, Right of Way Plans (75% Progress Print), by CDM Smith, dated 10-27-2020



CITY OF NEW BEDFORD

CITY COUNCIL

November 12, 2020

ORDERED that, the City Solicitor be and hereby is requested to obtain appraisals of privately owned property, located in the City of New Bedford along Rockdale Avenue and Allen Street, which is needed for Infrastructure Improvements at the Intersection of Rockdale Avenue and Allen Street, as shown on the attached plan entitled, "MASSACHUSETTS DEPARTMENT OF TRANSPORTATION PLAN AND PROFILE OF ROCKDALE AVENUE AND ALLEN STREET IN THE CITY OF NEW BEDFORD BRISTOL COUNTY RIGHT OF WAY PLANS (75% PROGRESS PRINT) FEDERAL AID PROJECT NO. -", sheets 1 through 6, for the purpose of acquiring permanent and temporary construction easements, through eminent domain or other legal means.

The City Solicitor is also hereby requested to prepare an Order of Taking for the easements to be acquired through eminent domain. The easements are shown on the above referenced plans.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

HIGHWAY DIVISION

PLAN AND PROFILE OF
 ROCKDALE AVENUE AND ALLEN STREET

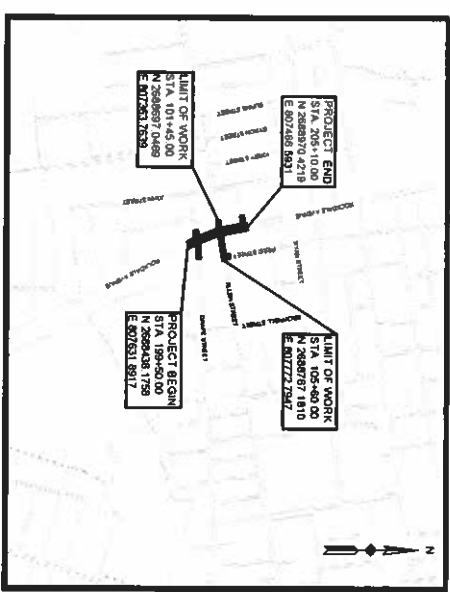
IN THE CITY OF
 NEW BEDFORD
 BRISTOL COUNTY

RIGHT OF WAY PLANS (75% PROGRESS PRINT)

FEDERAL AID PROJECT NO. -

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET & INDEX
2	TYPICAL SECTIONS
3	PANEL SUBMITTAL
4	LOCATION PLAN
5,6	PROPERTY PLANS



LENGTH OF PROJECT = 1,980.00 FEET = 0.225 MILES

**CITY OF NEW BEDFORD
 ROCKDALE AVENUE AT ALLEN STREET
 PRELIMINARY RIGHT OF WAY PLANS
 TITLE SHEET & INDEX**

DATE	BY	FOR
10/1/2015	10/1/2015	10/1/2015
10/1/2015	10/1/2015	10/1/2015

THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED 1981, AS AMENDED, THE SUPPLEMENTAL SPECIFICATIONS DATED JULY 1, 2015, THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, AND THE LATEST EDITION OF THE AMERICAN STANDARD FOR HIGHWAY CONSTRUCTION, SHALL GOVERN THE CONSTRUCTION OF THIS PROJECT. THE LATEST EDITION OF THE AMERICAN STANDARD FOR HIGHWAY CONSTRUCTION, SHALL GOVERN THE CONSTRUCTION OF THIS PROJECT.

10/1/2015	THE PROPOSED SET	1
10/1/2015	THE PROPOSED SET	1
10/1/2015	THE SUBMITTAL	1
10/1/2015	THE SUBMITTAL	1
10/1/2015	THE SUBMITTAL	1

COM Smith

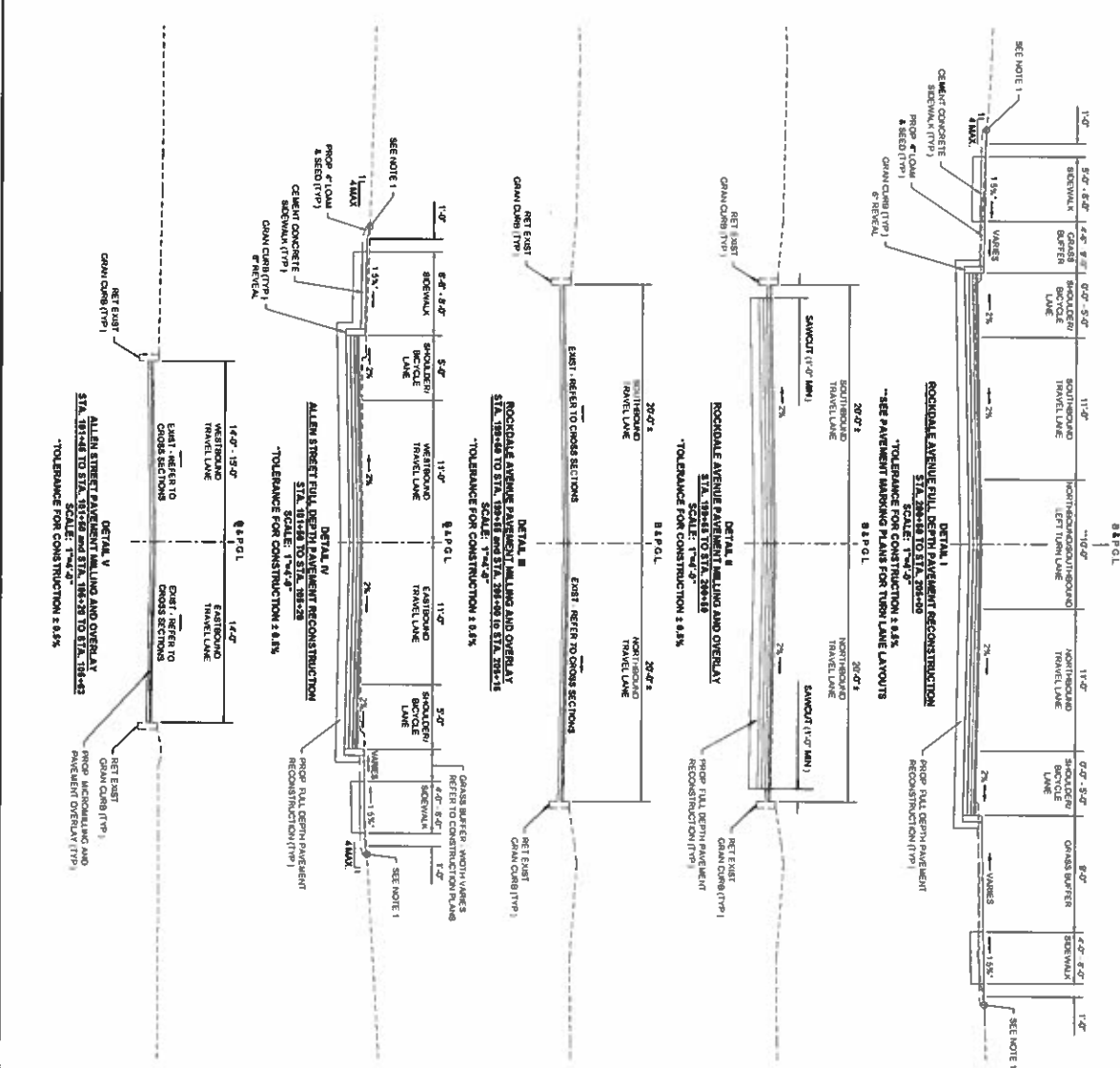
RECOMMENDED FOR APPROVAL

APPROVED

DATE

DATE

DATE



PAVEMENT NOTES

PROPOSED FULL DEPTH RECONSTRUCTION (12' WIDE)

SURFACE: 1.7" SUPERPAVE SURFACE COURSE 12.5 (SFC-12.5) OVER ASPHALT EMULSION FOR TACK COAT OVER 2.5" SUPERPAVE INTERMEDIATE COURSE 12.5 (SFC-12.5) OVER ASPHALT EMULSION FOR TACK COAT

BASE: 3.7" SUPERPAVE BASE COURSE 22.0 (SFC-22.0) COURSE MATERIAL PLACED IN ONE COURSE

SUBBASE: 4" DENSE GRADED CRUSHED STONE FOR SUBBASE OVER 8" GRAVEL BORROW, TYPE B.

PROPOSED FULL DEPTH RECONSTRUCTION (4' WIDE OR LESS)

SURFACE: 1.7" SUPERPAVE SURFACE COURSE 12.5 (SFC-12.5) OVER ASPHALT EMULSION FOR TACK COAT OVER 2.5" SUPERPAVE INTERMEDIATE COURSE 12.5 (SFC-12.5) OVER ASPHALT EMULSION FOR TACK COAT

BASE: 4" CEMENT HIGH EARLY STRENGTH CONCRETE BASE COURSE

PROPOSED PAVEMENT MICROTUNNELING & PAVEMENT OVERLAY

SURFACE: 1.7" SUPERPAVE SURFACE COURSE 12.5 (SFC-12.5) OVER ASPHALT EMULSION FOR TACK COAT

BASE: 4" CEMENT HIGH EARLY STRENGTH CONCRETE BASE COURSE

PROPOSED CEMENT CONCRETE DRIVEWAYS AND DRIVEWAY APRONS

SURFACE: 4" CEMENT CONCRETE, AIR ENTRAINED 4000 PSI, 3/4" - 1/2"

SUBBASE: 8" GRAVEL BORROW, TYPE B.

PROPOSED HOT MIX ASPHALT DRIVEWAYS

SURFACE: 1.7" SUPERPAVE SURFACE COURSE 12.5 (SFC-12.5) OVER ASPHALT EMULSION FOR TACK COAT OVER 2.5" SUPERPAVE INTERMEDIATE COURSE 12.5 (SFC-12.5) OVER ASPHALT EMULSION FOR TACK COAT

SUBBASE: 8" GRAVEL BORROW, TYPE B.

TACK COAT (SFC-1)

ALL PAVEMENT SURFACES SHALL BE TACK COATED PRIOR TO OVERLAY AT A RATE OF 0.25 GAL/100 SQ YD FOR SMOOTH SURFACES AND 0.40 GAL/100 SQ YD FOR RUTTED SURFACES.

PAVEMENT JOINT SEALANT

NOT APPLIED JOINT SEALANT SHALL BE APPLIED TO ALL COLD JOINTS, LONGITUDINAL AND TRANSVERSE AND AT FRAMES AND CURBS PRIOR TO PAVING.

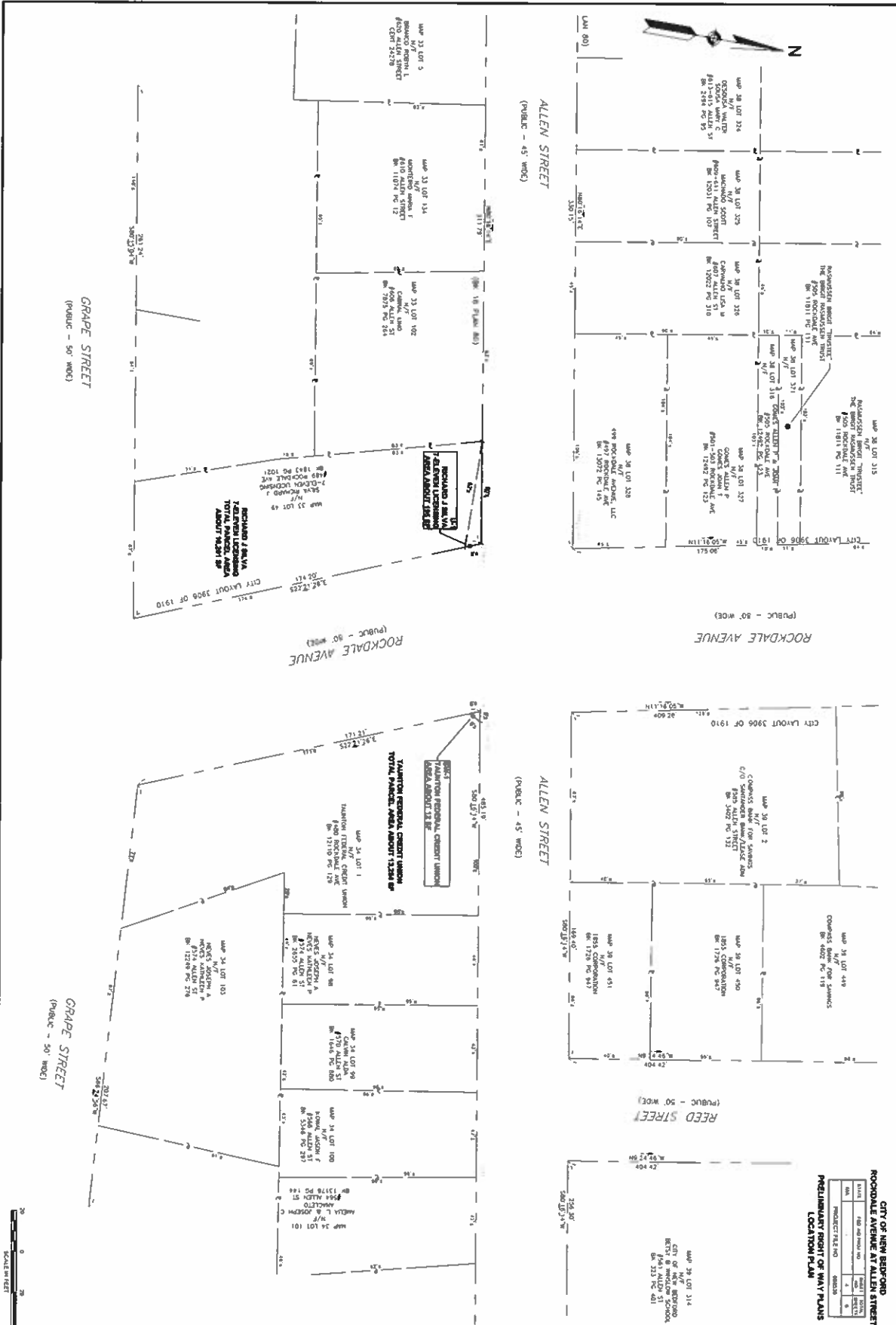
NOTES:

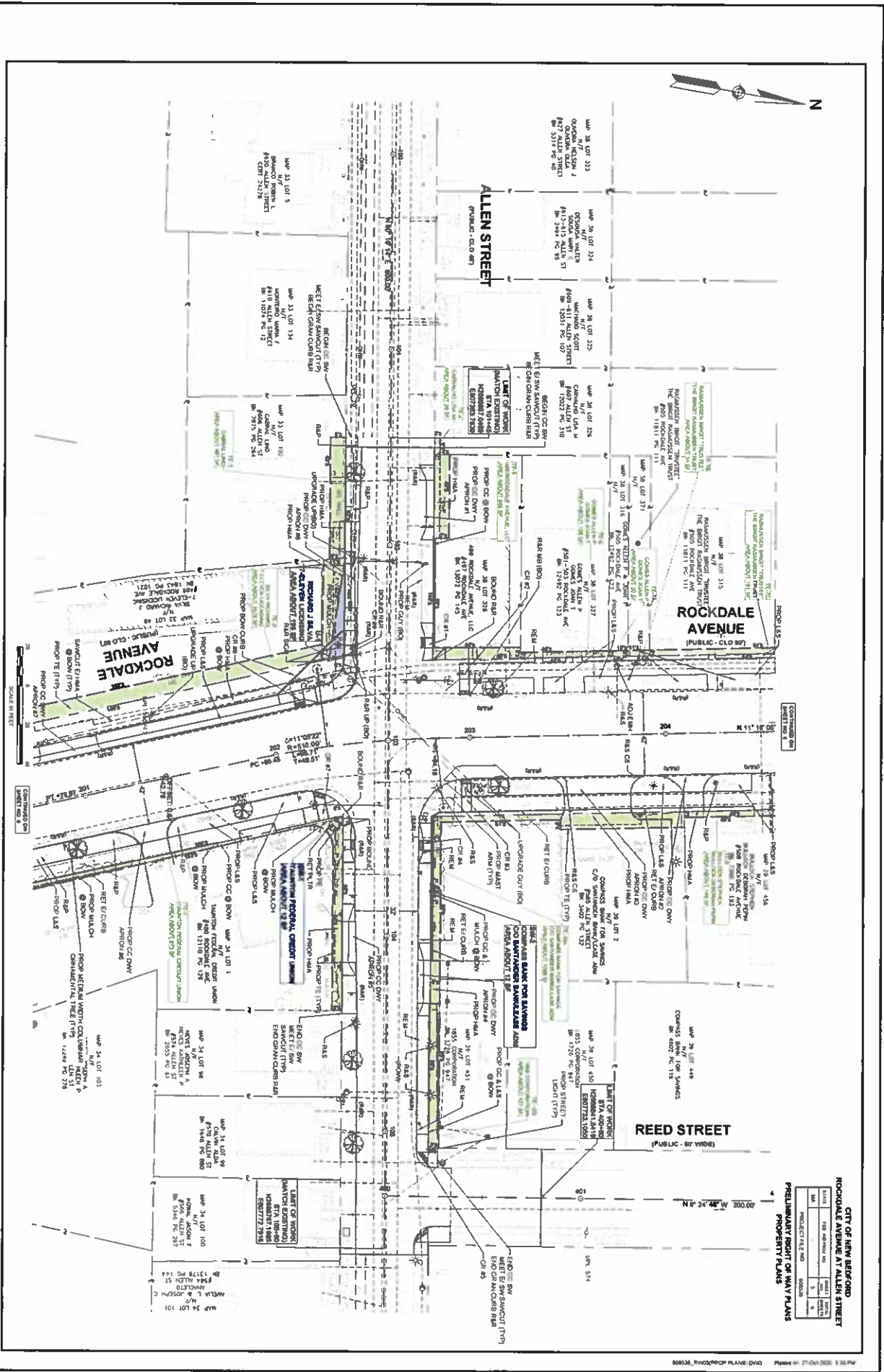
1. GRADED TO EXISTING, BLACK OF HALL TREATMENT VESSELS REFER TO PLANS, PROPOSED 4' LOAM AND SEED TYPICAL. INITIAL EXPANSION JOINT AT BACK OF WALL FOR ALL WALLS, FOUNDATIONS AND STRUCTURES.

2. EXISTING GRAVEL BORROW MEETING THE REQUIREMENT OF M-4.4 SHALL REMAIN AS BASE AND/OR SUBBASE. PROPOSED GRAVEL BORROW SHALL BE USED TO REPLACE ANY UNSUITABLE MATERIAL AND FOR LEVELING AS REQUIRED.

3. 7% TYPICAL CROSS SLOPE SHOWN. REFER TO GRADING PLANS FOR INTERSECTIONS AND VARIABLE CROSS SLOPES.

PARCEL NO.	SHEET NO.	TITLE/HOLDER	DEED BOOK	PAGE NO.	LCC NO.	CERT NO.	TAXON	ESSENTIAL TYPE	AREA (S.F.)	TOTAL TANGEN	REMAINING	TOTAL PROPERTY AREA (S.F.)	REMARKS
TE-1	5	CARROLL LIND	7875	264			TEMP	487				6,361	Grading, Driveway Reconstruction
TE-2	5						TEMP	1,976				10,200	Grading, Driveway/Driveway Area Reconstruction, R&R Sign, Mulch
TE-3	4.5	SILVA RICHARD J 7-8 EVEN LICENSING	1843	1021			UTL	195					Overhead Wire
SW-1	5	TALANTON FEDERAL CREDIT UNION	12110	129			TEMP	875				13,337	Grading, Driveway Reconstruction
TE-4	4.5						PERM	12					Sidewalk
TE-4	5	CANALIAO LISA M	12922	510			TEMP	28				4,090	Grading
TE-4	5	488 ROCKFORD AVENUE LLC	13072	145			TEMP	698				4,705	Grading, Driveway Reconstruction, Loom and Seed
TE-7A	5	GOMES ALLEN P, GOMES JOHNT	12482	123			TEMP	135				4,590	Grading, Loom and Seed
TE-7B	5	GOMES ALLEN P, GOMES JOHNT	12482	123			TEMP	39				1,028	Grading, Loom and Seed
TE-7C	5	RASMUSSEN ERICOT "TRUSTEE", THE ERICOT RASMUSSEN	11811	111			TEMP	34				1,151	Grading, Loom and Seed
TE-8	5	RASMUSSEN ERICOT "TRUSTEE", THE ERICOT RASMUSSEN	11442	289			TEMP	181				6,458	Grading, Loom and Seed
TE-9	5	FREZZE THOMAS J JR, FREZZE SUSIE M	11442	193			TEMP	148				5,377	Grading, Loom and Seed
TE-10A	5	BILLOCKI THOMAS R, BILLOCKI DEBORAH PERIN	7360	193			TEMP	148				4,438	Grading, Driveway Reconstruction, Loom and Seed
SW-4	5	COMPASS BANK/FOY BANK	3402	132			TEMP	1,095				11,144	Grading, Driveway Reconstruction, Loom and Seed
TE-10B	5	C/O SANITARIUM BANK LIBERATION	1776	947			TEMP	431				4,571	Grading, Driveway Reconstruction, Loom and Seed





CITY OF NEW BEDFORD			
ROCKDALE AVENUE AT ALLEN STREET			
PRELIMINARY RIGHT OF WAY PLANS			
DATE	BY	PROJECT FILE NO.	REVISION
08/08/2014	08/08/2014	08/08/2014	08/08/2014





Item Title:

30YEAR PRESERVATION RESTRICTION - SUSAN TRIPP HOUSE, 1060 PLEASANT STREET

Item Detail:

M3. COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER, that the City hereby approves and accepts the 30-Year Preservation Restriction granted by the Southeastern Massachusetts Veterans Housing Program, Inc. to the New Bedford Historical Commission for a building known as the Susan Tripp House, owned by the Southeastern Massachusetts Veterans Housing Program, Inc. located at 1060 Pleasant Street.

M3a. AN ORDER,

Additional Information:

ATTACHMENTS:

Description	Type
□ ORDER-30YR TERM PRESERVATION RESTRICTION	Cover Memo



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

October 29, 2020

City Council President Joseph P. Lopes and
Honorable Members of the City Council
133 William Street
New Bedford, MA 02740

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

Enclosed for your review and approval please find an Order approving and accepting a Thirty (30) year Term Preservation Restriction granted by the Southeastern Massachusetts Veterans Housing Program, Inc. to the New Bedford Historical Commission for property containing about 4,218 square feet, more or less, improved by a building thereon known as the Susan Tripp House, owned by the Southeastern Massachusetts Veterans Housing Program, Inc. The subject property is located at 1060 Pleasant Street, New Bedford, Massachusetts, being more particularly described in a quitclaim deed dated May 4, 2012, and recorded in Book 10379, Page 200 in the Bristol County (Southern District) Registry of Deeds.

The subject property received Community Preservation Act funding in the amount of \$200,000 to assist in the restoration and rehabilitation of the property. The Preservation Restriction has been prepared in accordance with the requirements of Massachusetts General Laws, Chapter 44B, Section 12 and ensures that the investment of public funds benefits the public.

Sincerely,


Jonathan F. Mitchell
Mayor

JFM/sds

Encls. 1060 Pleasant Street Preservation Restriction
cc: New Bedford Historical Commission

PRESERVATION RESTRICTION AGREEMENT

between

SOUTHEASTERN MASSACHUSETTS VETERANS HOUSING PROGRAM, INC.

and the

CITY OF NEW BEDFORD, MASSACHUSETTS

BY AND THROUGH THE NEW BEDFORD HISTORICAL COMMISSION

The Parties to this Preservation Restriction Agreement (this "Agreement") are the SOUTHEASTERN MASSACHUSETTS VETERANS HOUSING PROGRAM, INC., located at 20 Willis Street, New Bedford, Massachusetts, 02740 ("Grantor"), and the CITY OF NEW BEDFORD ("Grantee"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Bristol County, Massachusetts, to be administered, managed and enforced by its agent, the NEW BEDFORD HISTORICAL COMMISSION, located at 133 William Street, New Bedford, Massachusetts, 02740 ("Commission").

WHEREAS, the Grantor is the owner of certain real property located at 1060 Pleasant Street, New Bedford, Massachusetts, referred to as **"the Property"** and containing about 4,218 square feet, more or less, being more particularly described in a quitclaim deed dated May 4, 2012 recorded with the Bristol County Southern District Registry of Deeds in Book 10379, Page 200, attached as Exhibit A, hereto and incorporated herein by reference. The property is also shown as Parcel 28 on Assessor's Map 66 attached as Exhibit B, hereto and incorporated herein by reference. Said property improved by a building thereon known as the Susan Tripp House referred to hereinafter as **"the Building"**, described as follows:

The building is a two and one-half story Greek Revival with a front gable roof. It is three bays wide and four bays deep with two adjoining rear ells. The primary entry is off center of the front gable façade with a second story projecting bay supported by square portico columns. The single wood door has a surround with sidelights and granite stoop and granite steps lead to the sidewalk. Fenestration consists of two over one aluminum clad windows with simulated lights. The structural system is wood framed on a raised granite foundation. The exterior wall fabric is composite wood-like clapboard on the front façade with cedar shingles on the sides and rear ells with wide corner paneled pilasters and deep cornice with moldings. The roof is asphalt with a gable dormer on the south façade.

WHEREAS, this Agreement is intended to protect the cultural, historical and architectural significance of the Building which emanates from its construction circa 1845, determined to be significant in the history, archaeology, architecture or culture of New Bedford by the New Bedford Historical Commission (NBHC) on December 04, 2017. The Building is important for its association with the cultural, economic, political and social history related to the city's whaling industry, and to the public's enjoyment and appreciation of New Bedford's architectural and historical heritage; and

WHEREAS, Grantor and Grantee recognize the architectural, historic and cultural values (hereinafter "preservation values") and significance of the Building and Property, and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the exterior of the Building and the Property; and

WHEREAS, the preservation values of the Building and Property are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto by reference as

Exhibit C, which Baseline Documentation the parties agree provides an accurate representation of the Building and Property as of the effective date of this grant; and

WHEREAS, the Building is in need of preservation and restoration; and

WHEREAS, upon the recommendation of the Community Preservation Committee and approved by the City Council on August 16, 2018, the sum of two hundred thousand dollars (\$200,000) from the Community Preservation Fund ("Funds") was appropriated for the purpose of funding a grant for the restoration of the Building; and

WHEREAS, the Grantor and the Grantee have reached an Agreement whereby the Grantee shall provide the Funds so appropriated to the Grantor to be expended for the preservation and renovation of the aforementioned Building, under the terms and conditions set forth herein and in such other documents as the parties may execute, and the Grantor agrees to accept such Funds to be used exclusively for such purposes and under such terms and conditions ("Restriction" or "Preservation Restriction");

WHEREAS, the Grantor in further consideration of the receipt of such Funds and to ensure the preservation of the aforementioned Building agrees and desires, to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain , protect and preserve the architectural and historical integrity of the Building;

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of M.G.L. Chapter 184, sections 31, 32, and 33 {"Act"}; and

WHEREAS, the Commission, established under the General Laws of the Commonwealth of Massachusetts, Chapter 40, Section 8D is authorized by the City of New Bedford, a duly established municipal corporation authorized to accept preservation restrictions under the Act;

WHEREAS, the Commission is authorized and directed by the Grantee to manage the Property and Buildings burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this preservation restriction;

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, the Grantor conveys to the Grantee this Restriction over the Property and exterior of the Building, which shall apply for a period of thirty years, to be administered, managed and enforced by the Commission.

- 1 **PURPOSE:** It is the Purpose of this Restriction to assure that the architectural, historical, and cultural features of the Building will be retained and maintained in their current condition or in a restored condition approved by the Commission for preservation purposes, and to prevent any change to the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.
- 2 **PRESERVATION RESTRICTION:** The Grantor grants the Grantee the right to forbid or limit:
 - a) Any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of Paragraph 6, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency purposes of this Agreement,

interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit D and hereby incorporated as reference.

b) Any other act or use that may be harmful to the historic preservation of the Building or the Property.

3 **RESTRICTION AS TO THE EXPENDITURE OF FUNDS:** Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purpose of this Restriction, the Grantor shall expend such Community Preservation Funds to rehabilitate and restore the Building.

4 **GRANTOR'S COVENANTS: COVENANT TO MAINTAIN:** Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair to that existing following the substantial completion of restoration work to be completed as a result of the expenditure of Community Preservation Funds. Grantor's obligation to maintain shall require replacement, repair and reconstruction by Grantor whenever necessary as to preserve the exterior of the Building. Subject to the casualty provisions of Paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

4.1 **GRANTOR'S COVENANTS: PROHIBITED ACTIVITIES:** The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a) the Building or any part thereof shall not be demolished, removed, or razed (by affirmative action or through neglect or failure to repair and maintain) except as provided in Paragraphs 9 and 10;
- b) no additional aboveground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
- c) no freestanding or attached towers, exterior antennas, wind turbines, solar panels, or similar communication or energy-producing structures shall be installed or affixed on the Property without the prior approval of the Commission.;
- d) moving the Building to another location shall be forbidden without prior approval of the Commission;

4.2 **GRANTOR'S COVENANTS: NEW CONSTRUCTION:** Grantor agrees that all new construction to the exterior of the Building and the construction of new structures on the Property shall preserve historic materials, features, and spatial relationships that characterize the Building and the Property. To protect the integrity of the Building and its immediate environment, all new exterior construction shall be compatible with the historic materials, features, size, scale, proportion and massing of the Building and shall be in strict compliance with the Commission's Guidelines and the Secretary's Standards.

5 **CONDITIONAL RIGHTS REQUIRING GRANTEE APPROVAL:** Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without the prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the

Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridgeline and rooflines of the Building. Grantor shall similarly not make any alterations to the surrounding Property that would obscure the current view of the Building without approval of the Commission.

Activities by the Grantor to maintain the Building and the Property which are intended to be performed in accordance with the provisions of Paragraph 4, and of which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines, which are attached hereto as Exhibit D and hereby incorporated as reference.

- 6 GRANTOR'S RESERVED RIGHTS NOT REQUIRING FURTHER APPROVAL BY GRANTEE: Subject to the provisions of Paragraphs 2 and 4.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by Grantee:

a) the right to engage in all those activities and uses that:

- I. are permitted by governmental statute or regulation;
- II. do not substantially impair the preservation values of the Building and Property; and
- III. are not inconsistent with the Purpose of this Restriction;

b) pursuant to the provisions of Paragraph 4, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building. Changes in appearance, materials, or workmanship from that existing prior to the maintenance and repair requires the prior approval of the Commission in accordance with the provisions of Paragraph 5;

- 7 REVIEW OF GRANTOR'S REQUESTS FOR APPROVAL: Grantor shall submit to Grantee for Commission's approval of those conditional rights set out at Paragraphs 2 and 5, two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, the Grantor shall also submit to Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of receipt of Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

- 8 STANDARDS FOR REVIEW: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards.

- 9 CASUALTY DAMAGE OR DESTRUCTION: In the event that the Building or Property shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify the

Commission in writing within fourteen (14) days of the damage or destruction or such reasonable time thereafter, depending upon the circumstances of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within ninety (90) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and the Commission, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- (c) a report of such restoration/reconstruction work necessary to return the Building to the condition existing as of the date hereof or the condition subsequently approved by the Commission.

10. **REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION:** If, after reviewing the report provided in Paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 11, Grantor and the Commission agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Commission, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Property. Grantor and the Commission may then agree to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 11, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts's arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. **INSURANCE:** Grantor shall keep the Building insured by an insurance company rated "A1" or better by Best's for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

- 12 **INDEMNIFICATION:** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, officers, employees, or independent contractors from and against any and all claims, liabilities, expense, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury, death or other damage occurring on or about the Property; unless such injury, death or damage is caused by Grantee or its boards, commissions, agents, directors, officers, employees, or independent contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.
- 13 **WRITTEN NOTICE:** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing:

Grantor: Southeastern Massachusetts Veterans Housing Program, Inc.
1297 Purchase Street
New Bedford, Massachusetts, 02740

Grantee: City of New Bedford
c/o New Bedford Historical Commission
133 William Street
New Bedford, MA 02740

Each party may change its address set forth herein by a notice to such effect to the other party.

- 14 **EVIDENCE OF COMPLIANCE:** Upon request by the Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.
- 15 **INSPECTION:** With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Building and the Property on an annual basis at the convenience of both Grantor and Grantee. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.
- 16 **GRANTEE'S REMEDIES:** The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, including a failure to expend such funds for their intended purpose, may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including but not limited to restoration of the Building, repayment of the Funds, and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or documented expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including court costs, and attorneys', architectural, engineering, and expert witness fees. Grantor shall, at its own expense and with the approval of the Commission, reverse any actions or activities which violated this Restriction and altered the Building.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous material or other environmental laws and regulations.

- 17 **NOTICE FROM GOVERNMENT AUTHORITIES:** Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Building or Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.
- 18 **NOTICE OF PROPOSED SALE:** Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.
- 19 **RUNS WITH THE LAND:** Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the thirty (30) year term right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any Grantorship interest in the Property by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part hereof, including by way of example and not limitation, a lease of all or a portion of the Property.

- 20 **ASSIGNMENT:** Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, *inter alia*, are to promote preservation or conservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment, or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out as a condition of the transfer. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.
- 21 **ALTERNATE DESIGNEE:** Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage and enforce this Restriction, provided that the new designee is qualified under the Act and other applicable law.

- 22 **RECORDING AND EFFECTIVE DATE:** Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of New Bedford, and the New Bedford Historical Commission, its being recorded with the Bristol County Southern District Registry of Deeds.
- 23 **EXTINGUISHMENT:** Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued Grantorship or use of the Property in a manner consistent with the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but are not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act, including public hearings by the City of New Bedford to determine that such extinguishment is in the public interest. In the event of any sale of all or a portion of the Property, net proceeds of such sale shall be paid to Grantor.
- 24 **CONDEMNATION:** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.
- 25 **INTERPRETATION:** The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction.
- a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction, and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use herein contained.
 - b) This instrument may be executed in two counterparts, one of which may be retained by the Grantor, and the other, after recording, to be retained by the Grantee. In the event of any discrepancy between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.
 - c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns to the thirty (30) year term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private Restriction either in existence either now or hereafter.
 - d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of the instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

- 26 **AMENDMENT:** If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its thirty (30) year duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Bristol County Southern District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.
- 27 **RELEASE:** This Preservation Restriction is intended to be a restriction for a term of thirty (30) years and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including the approval following a public hearing by the City of New Bedford to determine that such a release is in the public interest.

IN WITNESS WHEREOF, the Grantor sets its hands this 10th day of August, 2020.
By:

GRANTOR:

SOUTHEASTERN MASSACHUSETTS VETERANS HOUSING PROGRAM, INC.

James A. Reid, Executive Director
(INSERT NAME)

(TITLE)

Southeastern Massachusetts Veterans Housing Program, Inc.

COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss.

On this 10th day of August, 2020, before me, the undersigned notary public, personally appeared James A. Reid, proved to me through satisfactory evidence of identification, which was (a current driver's license), (a current U. S. passport), (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

Monica N. Robitaille

Notary Public

My Commission Expires: 9-16-2022

Monica N. Robitaille

ACCEPTANCE BY THE NEW BEDFORD HISTORICAL COMMISSION

Diana Henry

Diana Henry, duly authorized
Chair, New Bedford Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss.

On this 15th day of October, 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license), (a current U. S. passport), (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.



DENNIS W. FARIAS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 10, 2021

[Signature]
Notary Public
My Commission Expires:

ACCEPTANCE AND APPROVAL BY THE CITY OF NEW BEDFORD

I, the undersigned City Clerk of the City of New Bedford, Massachusetts, hereby certify that at a meeting duly held on _____, 2020, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

CITY OF NEW BEDFORD

By its Clerk

Dennis Farias

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of New Bedford.

CITY OF NEW BEDFORD

Jonathan F. Mitchell, Mayor

COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license), (a current U. S. passport), (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires:

SCHEDULE OF EXHIBITS

- A. Legal Property Description
- B. Assessor's Parcel Map
- C. Baseline Documentation
- D. Restriction Guidelines

EXHIBIT A

Legal Property Description

The following described real property situated in the City of New Bedford, County of Bristol, and Commonwealth of Massachusetts, to wit:

The land with any buildings thereon, in said New Bedford, bounded and described as follows:

Beginning at the southwest corner of the land herein described at a point formed by the intersection of the easterly line of Pleasant Street with the northerly line of Campbell Street;

thence North 11 degrees 08' 52" East in line of said Pleasant Street, sixty-five and 90/100 (65.90) feet to Parcel B as shown on plan of land hereinafter mentioned;

thence South 78 degrees 14' 12" East in line of last- named Parcel, seventy-five and 75/100 (75.75) feet to a point;

thence North 11 degrees 08' 52" East still in line of last-named Parcel, five and 50/100 (5.50) feet to land now or formerly of Eliczer Nochimow as shown on said plan;

thence South 79 degrees 11' 58" East in line of last-named land, ten and 11/100 (10.00) feet to a point;

thence South 10 degrees 11' 35" West still in line of last-named land, seventy and 12/100 (70.12) feet to said line of Campbell street; and

thence North 79 degrees 11' 58" West in line of said Campbell Street, eight-six and 92/100 (86.92) feet to the said line of Pleasant Street and the point of beginning.

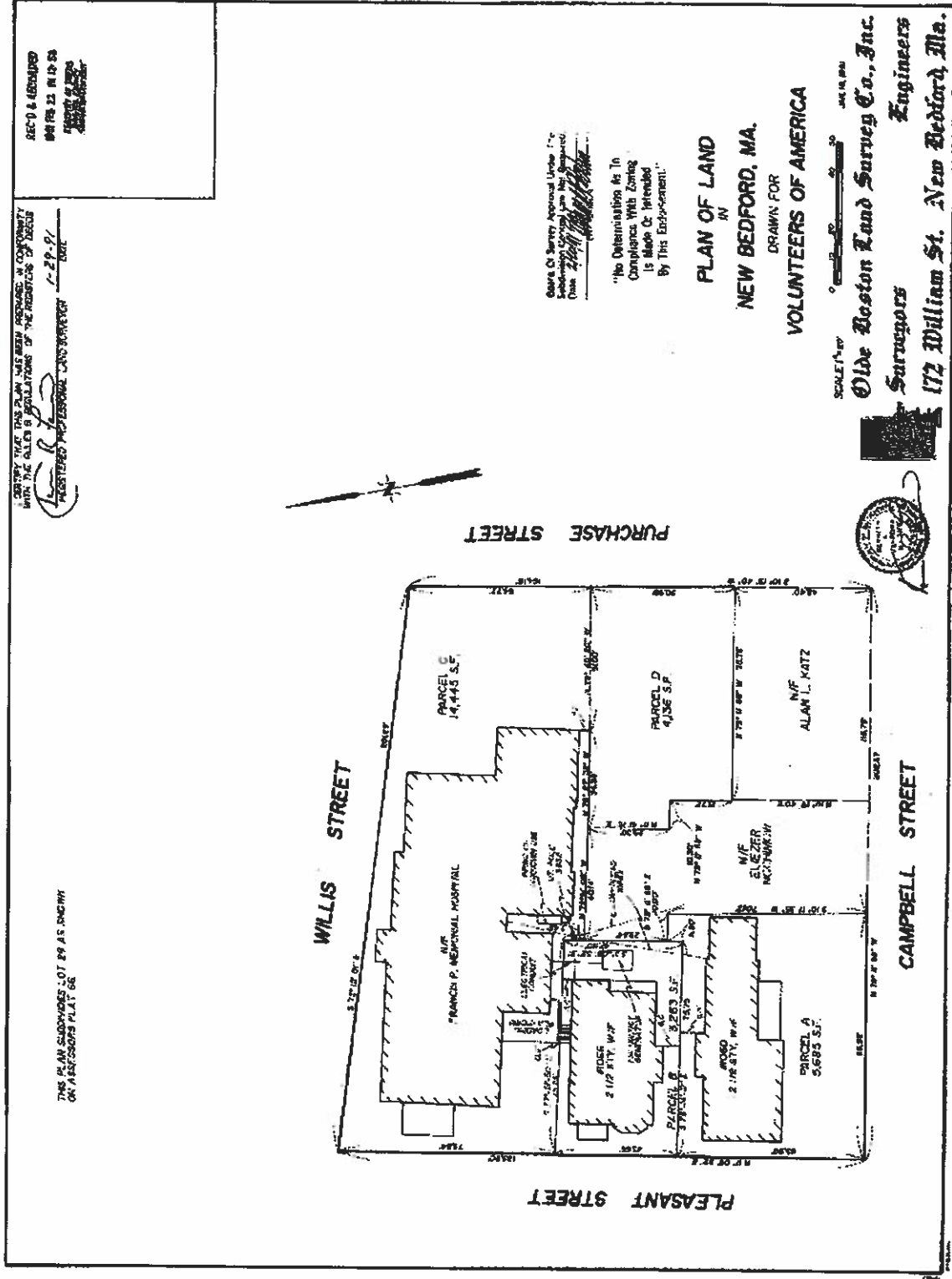
Containing 5,685 square feet, more or less.

Being shown as Parcel A on a Plan of Land in New Bedford drawn for Volunteers of America dated January 16, 1991 and recorded in the Bristol County S. D. Registry of Deeds in Plan Book 126, Page 151.

Subject to an easement to Commonwealth Electric Company dated February 21, 1988 and recorded in the aid Registry of Deeds in Book 1915, page 61.

SOURCE: Bristol County S.D. Registry of Deeds, Book 12793, Page 324.

126-151



126-151

126-151

EXHIBIT B

Assessor's Parcel Map

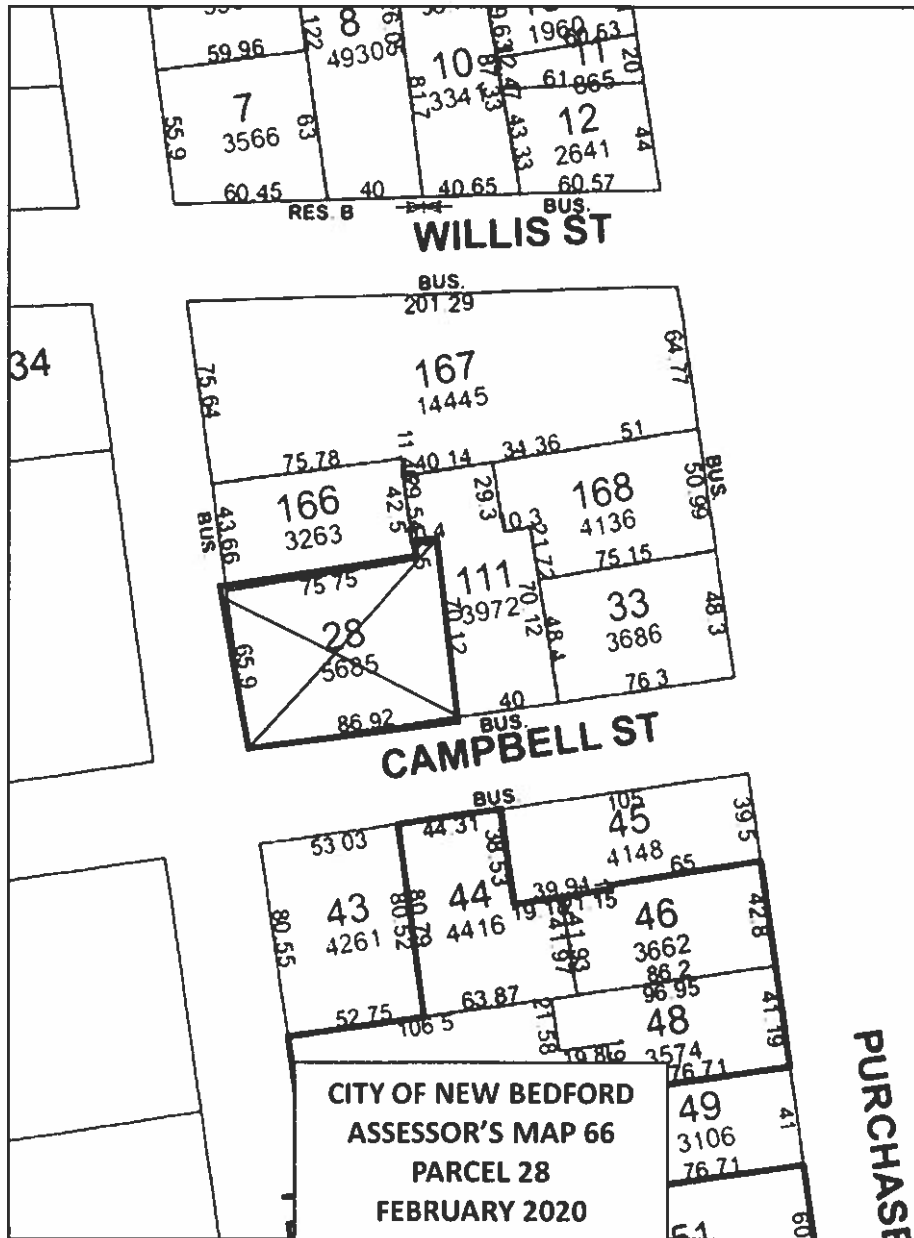


EXHIBIT C

Baseline Documentation Plans

GENERAL ELEVATION NOTES - 2.1

1. EXISTING BUILDING TO BE DEMOLISHED. NEW BUILDING TO BE CONSTRUCTED ON THE SAME SITE.
2. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
3. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
4. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
5. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
6. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
7. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
8. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
9. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
10. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.

ELEVATION - PROPOSED - WEST

SCALE 1/8" = 1'-0"

MATERIALS	COLORS
BRICK	RED
CONCRETE	GRAY
WOOD	STAIN
GLASS	CLEAR
ROOFING	ASPH/FLT
PAINT	WHITE
IRON	BLACK
COPPER	NATURAL
STEEL	PAINTED
ALUMINUM	ANODIZED
BRASS	POLISHED
GLASS BLOCK	TRANSPARENT
GLASS CURTAIN WALL	REFLECTIVE
GLASS DOOR	GLASS
GLASS WINDOW	GLASS
GLASS PARTITION	GLASS
GLASS SKYLIGHT	GLASS
GLASS STAIRCASE	GLASS
GLASS ELEVATOR	GLASS
GLASS RAILING	GLASS
GLASS FENCE	GLASS
GLASS SIGN	GLASS
GLASS LIGHT	GLASS
GLASS MIRROR	GLASS
GLASS DOOR	GLASS
GLASS WINDOW	GLASS
GLASS PARTITION	GLASS
GLASS SKYLIGHT	GLASS
GLASS STAIRCASE	GLASS
GLASS ELEVATOR	GLASS
GLASS RAILING	GLASS
GLASS FENCE	GLASS
GLASS SIGN	GLASS
GLASS LIGHT	GLASS
GLASS MIRROR	GLASS

NOTES:

1. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
2. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
3. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
4. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
5. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
6. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
7. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
8. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
9. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.
10. THE PROPOSED BUILDING IS TO BE A THREE-STORY RESIDENTIAL BUILDING WITH A GABLE ROOF.

West Elevation – Not to Scale

[illegible]

South Elevation – Not to Scale

GENERAL ELEVATION NOTES - 2.6

1. ALL ELEVATIONS ARE TO FINISH SURF UNLESS NOTED OTHERWISE.
2. ALL MATERIALS AND FINISHES TO BE AS SHOWN ON THE SCHEDULE.
3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES.
4. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES.
5. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES.
6. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES.
7. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES.
8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES.
9. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES.
10. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES.

LEGEND

1. EXTERIOR WALL	2. EXTERIOR WALL	3. EXTERIOR WALL	4. EXTERIOR WALL
5. EXTERIOR WALL	6. EXTERIOR WALL	7. EXTERIOR WALL	8. EXTERIOR WALL
9. EXTERIOR WALL	10. EXTERIOR WALL	11. EXTERIOR WALL	12. EXTERIOR WALL
13. EXTERIOR WALL	14. EXTERIOR WALL	15. EXTERIOR WALL	16. EXTERIOR WALL
17. EXTERIOR WALL	18. EXTERIOR WALL	19. EXTERIOR WALL	20. EXTERIOR WALL
21. EXTERIOR WALL	22. EXTERIOR WALL	23. EXTERIOR WALL	24. EXTERIOR WALL
25. EXTERIOR WALL	26. EXTERIOR WALL	27. EXTERIOR WALL	28. EXTERIOR WALL
29. EXTERIOR WALL	30. EXTERIOR WALL	31. EXTERIOR WALL	32. EXTERIOR WALL
33. EXTERIOR WALL	34. EXTERIOR WALL	35. EXTERIOR WALL	36. EXTERIOR WALL
37. EXTERIOR WALL	38. EXTERIOR WALL	39. EXTERIOR WALL	40. EXTERIOR WALL
41. EXTERIOR WALL	42. EXTERIOR WALL	43. EXTERIOR WALL	44. EXTERIOR WALL
45. EXTERIOR WALL	46. EXTERIOR WALL	47. EXTERIOR WALL	48. EXTERIOR WALL
49. EXTERIOR WALL	50. EXTERIOR WALL	51. EXTERIOR WALL	52. EXTERIOR WALL
53. EXTERIOR WALL	54. EXTERIOR WALL	55. EXTERIOR WALL	56. EXTERIOR WALL
57. EXTERIOR WALL	58. EXTERIOR WALL	59. EXTERIOR WALL	60. EXTERIOR WALL
61. EXTERIOR WALL	62. EXTERIOR WALL	63. EXTERIOR WALL	64. EXTERIOR WALL
65. EXTERIOR WALL	66. EXTERIOR WALL	67. EXTERIOR WALL	68. EXTERIOR WALL
69. EXTERIOR WALL	70. EXTERIOR WALL	71. EXTERIOR WALL	72. EXTERIOR WALL
73. EXTERIOR WALL	74. EXTERIOR WALL	75. EXTERIOR WALL	76. EXTERIOR WALL
77. EXTERIOR WALL	78. EXTERIOR WALL	79. EXTERIOR WALL	80. EXTERIOR WALL
81. EXTERIOR WALL	82. EXTERIOR WALL	83. EXTERIOR WALL	84. EXTERIOR WALL
85. EXTERIOR WALL	86. EXTERIOR WALL	87. EXTERIOR WALL	88. EXTERIOR WALL
89. EXTERIOR WALL	90. EXTERIOR WALL	91. EXTERIOR WALL	92. EXTERIOR WALL
93. EXTERIOR WALL	94. EXTERIOR WALL	95. EXTERIOR WALL	96. EXTERIOR WALL
97. EXTERIOR WALL	98. EXTERIOR WALL	99. EXTERIOR WALL	100. EXTERIOR WALL

DETAIL SECTION - HANDICAP RAMP

SCALE: 1/4" = 1'-0"

ELEVATION NORTH PROPOSED

SCALE: 1/4" = 1'-0"

North Elevation – Not to Scale

GENERAL ELEVATION NOTES: 1-22

1. SEE PLAN FOR LOCATION OF THIS ELEVATION.
2. SEE PLAN FOR LOCATION OF THIS ELEVATION.
3. SEE PLAN FOR LOCATION OF THIS ELEVATION.
4. SEE PLAN FOR LOCATION OF THIS ELEVATION.
5. SEE PLAN FOR LOCATION OF THIS ELEVATION.
6. SEE PLAN FOR LOCATION OF THIS ELEVATION.
7. SEE PLAN FOR LOCATION OF THIS ELEVATION.
8. SEE PLAN FOR LOCATION OF THIS ELEVATION.
9. SEE PLAN FOR LOCATION OF THIS ELEVATION.
10. SEE PLAN FOR LOCATION OF THIS ELEVATION.
11. SEE PLAN FOR LOCATION OF THIS ELEVATION.
12. SEE PLAN FOR LOCATION OF THIS ELEVATION.
13. SEE PLAN FOR LOCATION OF THIS ELEVATION.
14. SEE PLAN FOR LOCATION OF THIS ELEVATION.
15. SEE PLAN FOR LOCATION OF THIS ELEVATION.
16. SEE PLAN FOR LOCATION OF THIS ELEVATION.
17. SEE PLAN FOR LOCATION OF THIS ELEVATION.
18. SEE PLAN FOR LOCATION OF THIS ELEVATION.
19. SEE PLAN FOR LOCATION OF THIS ELEVATION.
20. SEE PLAN FOR LOCATION OF THIS ELEVATION.
21. SEE PLAN FOR LOCATION OF THIS ELEVATION.
22. SEE PLAN FOR LOCATION OF THIS ELEVATION.

PHOTO EAST - WATER DAMAGE
SCALE 1/8" = 1'-0"

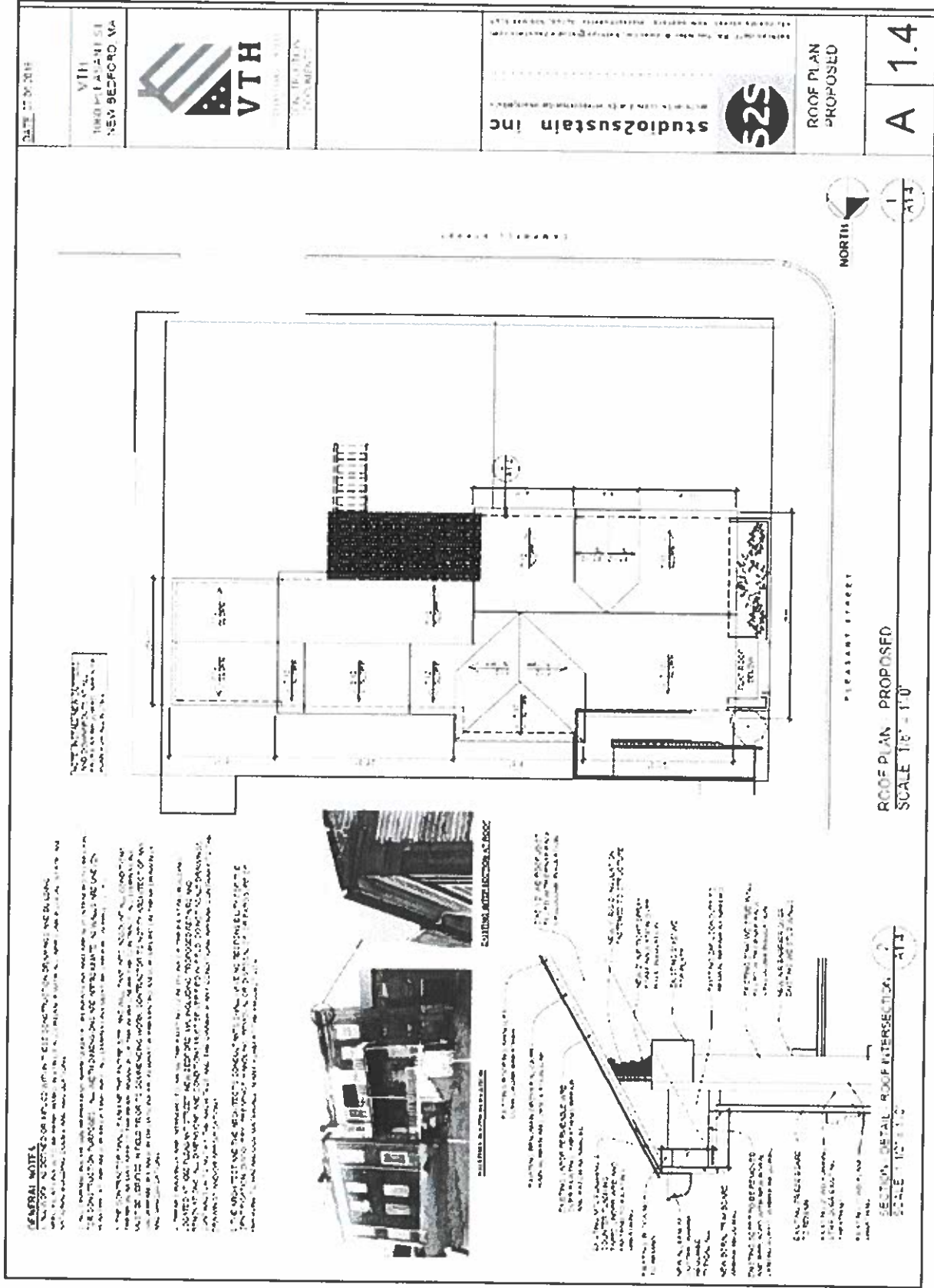
STUDIOSUSTAIN inc
ARCHITECTS CONSULTANTS ENGINEERS

325

ELEVATION EAST PROPOSED

A 2.2

East Elevation – Not to Scale



Roof Plan—Not to Scale

EXHIBIT C

Baseline Documentation Photographs



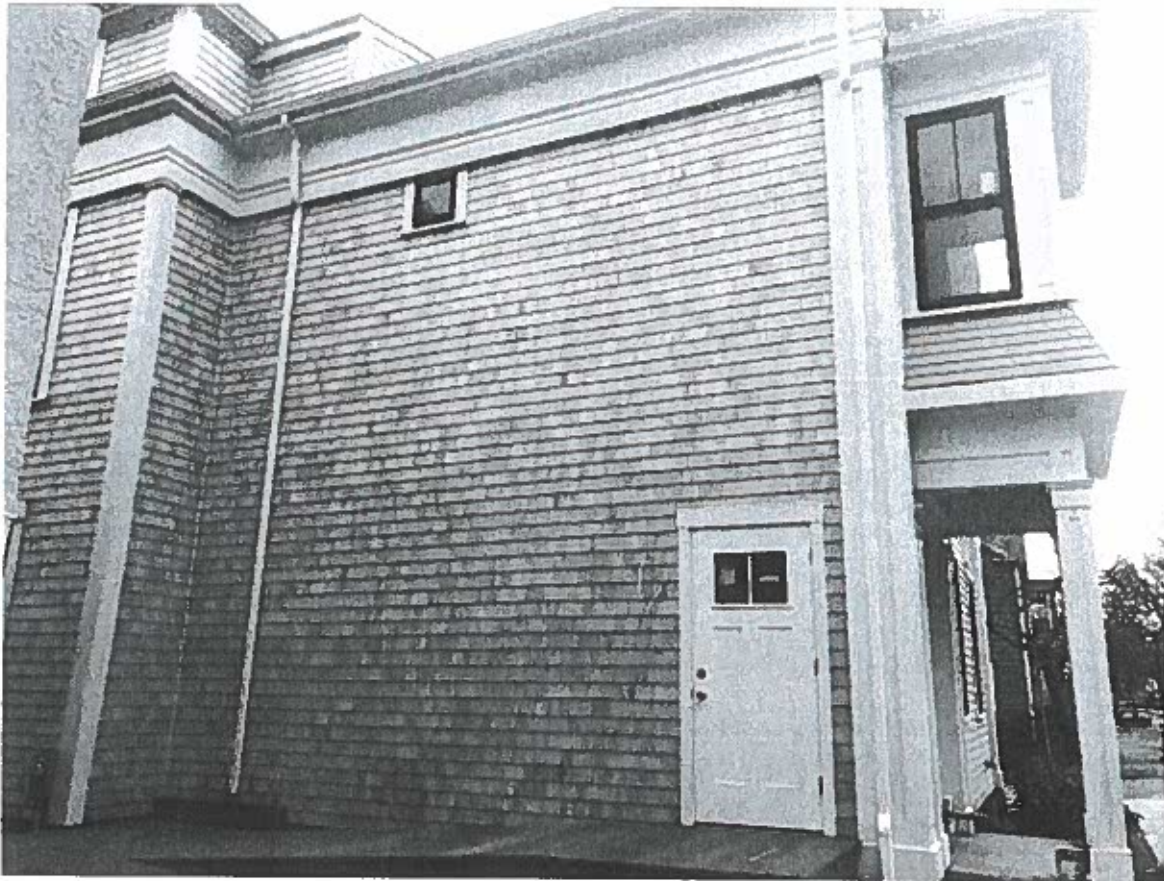
1060 Pleasant Street- West Elevation



1060 Pleasant Street- South Elevation



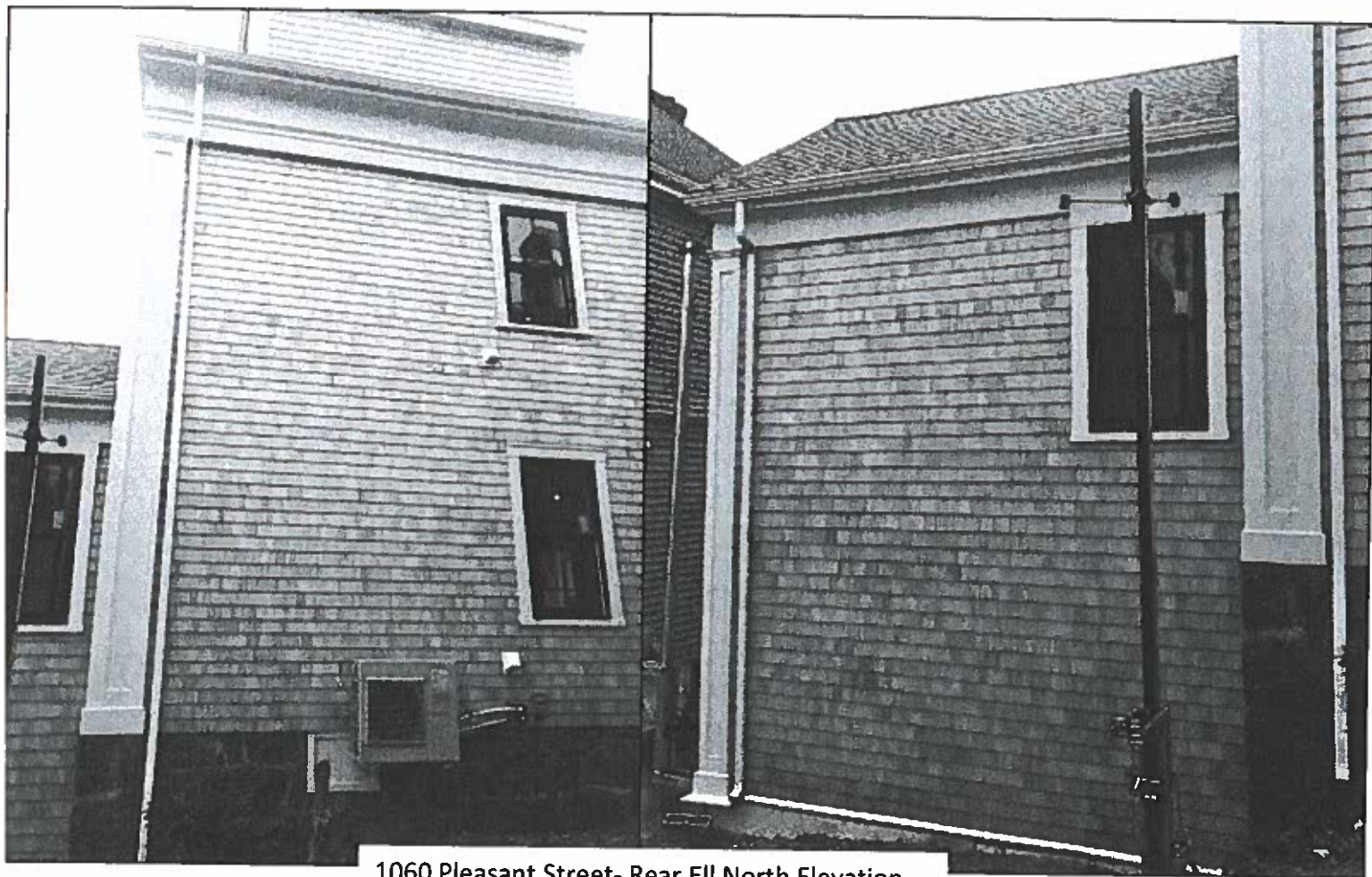
1060 Pleasant Street- Rear Ell South Elevation



1060 Pleasant Street- North Elevation



1060 Pleasant Street- Rear Ell North Elevation



1060 Pleasant Street- Rear Ell North Elevation



1060 Pleasant Street- Rear Ell East Elevation

Restriction Guidelines
ATTACHMENT TO PRESERVATION
BETWEEN THE CITY OF NEW
SOUTHEASTERN
HOUSING PROGRAM, INC.

RESTRICTION AGREEMENT
BEDFORD AND THE
MASSACHUSETTS VETERANS

The purpose of the Restriction Guidelines is to clarify Paragraph Three of the Terms of the Preservation Restriction Agreement, which deals with alterations to the Property. Under this Paragraph, prior permission from the New Bedford Historical Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require the Commission's prior review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Commission, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the property owner.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows as well as any level of stained-glass window conservation/restoration. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail

which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the Restricted Area is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing Building or Property; altering of Property; altering or removing significant landscape features such as gardens, vistas, walks, walls, plantings; ground disturbance affecting archaeological resources.

WALLS/PARTITIONS

Minor - Making fully reversible changes (i.e., sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e., dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the Preservation Restriction, such changes must be reviewed by the Commission and their impact on the historic integrity of the Property assessed.

It is the responsibility of the owner (Grantor) to notify the Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the Property, not to preclude future change. Commission will attempt to work with Grantors to develop mutually satisfactory solutions, which are in the best interests of the Property.



CITY OF NEW BEDFORD

CITY COUNCIL

November 12, 2020

ORDERED, that the City of New Bedford hereby approves and accepts the enclosed Preservation Restriction granted by the Southeastern Massachusetts Veterans Housing Program, Inc. to the New Bedford Historical Commission, for property containing about 4,218 square feet, more or less, improved by a building thereon known as the Susan Tripp House, owned by the Southeastern Massachusetts Veterans Housing Program, Inc. The subject property is located at 1060 Pleasant Street, New Bedford, Massachusetts, being more particularly described in a quitclaim deed dated May 4, 2012, and recorded in Book 10379, Page 200 in the Bristol County (Southern District) Registry of Deeds.

PRESENTED TO THE MAYOR

For approval.....

City Clerk

Approved.....

Mayor

IN CITY COUNCIL

City Clerk



Item Title:

EASEMENT - NSTAR ELECTRIC COMPANY - PUBLIC SAFETY BUILDING AT 890 BROCK AVENUE

Item Detail:

M4. COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER, that the Mayor is authorized to execute an easement to NSTAR Electric Company in City-owned property being a portion of Assessors Map 15, Lot 154, for the purpose of installing and maintaining utility services for the public safety building located at 890 Brock Avenue.

M4a. AN ORDER,

Additional Information:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> EASEMENT TO NSTAR-890 BROCK AVE	Cover Memo



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

October 28, 2020

Council President Joseph P. Lopes.
Members of the City Council
City Hall
133 William Street
New Bedford, MA 02740

Re: Easement from City of New Bedford to NSTAR Electric Company
890 Brock Avenue, New Bedford, MA

Dear Council President Lopes and Honorable Members:

I am submitting herewith for your consideration, a proposed Order authorizing the Mayor to execute an easement from the City of New Bedford to NSTAR Electric Company for an easement in city-owned property, being a portion of Assessors Map 15, Lot 154, for the purpose of installing and maintaining utility services for the public safety building located at 890 Brock Avenue.

Very truly yours,

Jonathan F. Mitchell
Mayor

JFM/lp
enc.



CITY OF NEW BEDFORD

CITY COUNCIL

November 12, 2020

Ordered, that the Mayor is hereby authorized on behalf of the City of New Bedford to execute an easement from the City of New Bedford to NSTAR Electric Company for an easement in city-owned property, being a portion of Assessors Map 15, Lot 154, for the purpose of installing and maintaining utility services for the public safety building located at 890 Brock Avenue. A copy of said easement is attached hereto and made a part hereof

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

CITY OF NEW BEDFORD, a Municipal Corporation, whose address is 133 William Street, New Bedford, Massachusetts 02740,

hereinafter referred to as the Grantor, for the nominal consideration of One Dollar (\$1.00), grants to

NSTAR ELECTRIC COMPANY, d/b/a Eversource Energy a Massachusetts corporation, having its principal place of business at 800 Boylston Street, Boston, Massachusetts, its successors, assigns and licensees, hereinafter referred to as the Grantee,

with quitclaim covenants, the right and easements (as more particularly described below) for underground lines for distribution of electricity, and lines for control, relay and communication purposes over, across, upon and under a certain parcel of land owned by Grantor (the "Premises") located at 890 Brock Avenue in New Bedford, Massachusetts.

The Premises are more particularly described in the Deed filed in the Bristol County (S.D.) Registry of Deeds in Book 12567, Page 243.

The Premises are shown as Lot 2 on the plan prepared for "Roman Catholic Bishop of Fall River," dated January 9, 2007, prepared by Tibbets Engineering Corp., 716 County Street, Taunton, MA 02780, recorded with the Bristol County (S.D.) Registry of Deeds in Plan Book 161, Page 25.

Being shown as Lot 154 on City of New Bedford Assessors Map 15.

Easement also for future PME-9 Foundations.

The easement rights granted herein are more particularly described as the right, from time to time and within the Premises, to install, construct, reconstruct, alter, extend, operate, inspect, maintain, repair, replace and remove (a) underground buried cables, wires, conduits, pipes, splice boxes, hand-holes, wire distributing facilities, fixtures, appurtenances, service and lamp connections, with the wires and cables therein, and all necessary foundations, anchors, and other

Mail to: Eversource, 50 Duchaine Blvd., New Bedford, MA 02745 Attn: Donna Rosa

80001/1506MM, 1506MM-SS, 1506PD

070 main unit
New Bedford

2309717

supporting appurtenances deemed necessary by Grantee for the purposes specified above; (b) above-ground pedestals, concrete pads, transformers, switchgear and apparatus cabinets with the necessary wires, cables, terminals, fixtures and appurtenances deemed necessary by Grantee for the purposes specified above (hereinafter (a) and (b) are collectively referred to as "Equipment"), and (c) together with the right and easement to enter upon the Premises, including vehicular access for construction and maintenance purposes, as may be necessary from time to time for all of the foregoing purposes, utilizing existing paved ways and parking areas on the Premises to the extent practicable.

All Equipment shall be installed in conformance with Grantee's "Information & Requirements for Electric Service," as issued by Grantee from time to time. Any Equipment installed by the Grantor shall be maintained by the Grantor, and if Grantor fails to repair or maintain such Equipment, Grantee reserves the right to do so at Grantor's sole cost and expense.

All Equipment shall be installed in locations mutually agreed upon by Grantor and Grantee, and shall initially be approximately as shown on sketch dated **March 16, 2020**, which is attached hereto and incorporated herein as **Exhibit A**. To the extent that no location is determined in advance, the location of the easement shall be fixed by the actual installation of the Equipment, and, unless specified otherwise, shall be 15 feet in width, centered on the Equipment as installed.

Grantor will not erect or permit any structures or obstructions which in the reasonable judgment of the Grantee might interfere with the safe operation and maintenance of the Equipment. Grantee shall have the right to cut down and keep trimmed all trees, bushes, underbrush and growth as the Grantee may from time to time deem reasonably necessary for the safe operation and maintenance of the Equipment.

All work by Grantor or Grantee under this Easement shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials. The party performing the work shall be responsible for obtaining all applicable permits.

Except in the event of emergency, prior to commencing any work at the Premises, Grantee shall endeavor to provide Grantor with such notice as may be practicable under the circumstances, which may consist of telephone or other verbal notification.

The Grantee shall restore the surface of the Premises (by grading, paving or reseeded) wherever damaged by the Grantee by reason of its work as closely as reasonably practicable to the condition of such surface before such work.

In the conduct of all work, neither party shall unreasonably interfere with the business, operations or access of the other party, its employees, invitees or contractors, or any other person having an interest in the Premises.

Grantee shall have the right to connect the Equipment with its facilities located or which may be placed in private or public ways adjacent to the Premises.

Grantee shall indemnify, defend and hold harmless the Grantor, its successors and assigns, from and against any claim, cost, loss or liability incurred by Grantor for physical damage or injury resulting from the negligence or willful misconduct of the Grantee, its employees, agents and contractors in the conduct of the work at the Premises pursuant to this easement. Nothing herein shall be construed to impose on the Grantee any liability for indirect, consequential, punitive or other special damages.

Grantor may request that Grantee relocate any of the Equipment installed by the Grantee to another location on the Premises acceptable to the Grantee. Such relocation shall be at the sole cost and expense of the Grantor.

Grantor shall have the right to use the Premises, and the right to grant to others the right to use the Premises, for all purposes that do not unreasonably interfere with the rights granted to the Grantee hereby.

All Equipment installed within the Premises pursuant to this easement shall remain the property of the Grantee and Grantee shall pay all taxes assessed thereon.

This easement is executed pursuant to, and shall be subject to, the Grantee's Terms and Conditions of Service, as filed with and approved by the Massachusetts Department of Public Utilities from time to time.

IN WITNESS WHEREOF, THE CITY OF NEW BEDFORD, has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by JONATHAN F. MITCHELL, its Mayor hereby duly authorized this ____ day of _____, 2020

CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, Mayor

Approved as to Form and Legality:

City Solicitor

COMMONWEALTH OF MASSACHUSETTS

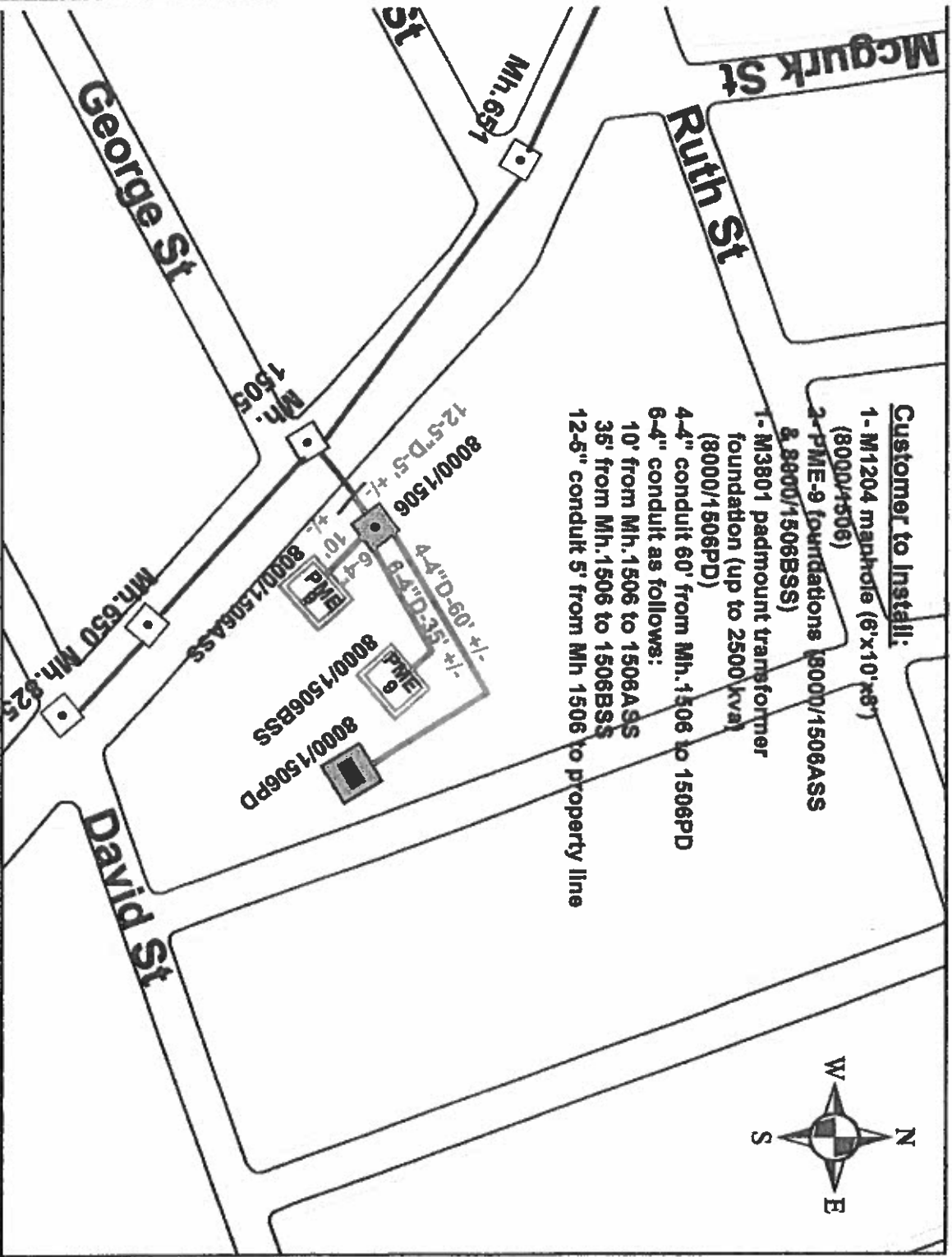
On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared JONATHAN F. MITCHELL, Mayor of the city of New Bedford, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of New Bedford, before me.

Notary Public Signature

My Commission Expires: _____

Print Notary Public Name

EXHIBIT "A" DATED 3-16-20





Item Title:

APPROPRIATION \$6,503,133.00 TO SCHOOL DEPT.

Item Detail:

M5. COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDER, appropriating \$6,503,133.00 from ORDINARY REVENUE AND MUNICIPAL RECEIPTS, to SCHOOL DEPARTMENT.

M5a. AN ORDER,

Additional Information:

ATTACHMENTS:

Description	Type
□ ORDER-APPROPRIATION-ORDINARY REVENUE & MUNICIPAL RECEIPTS TO SCHOOL DEP.	Cover Memo



CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

November 5, 2020

City Council President Joseph P. Lopes and
Honorable Members of the City Council
133 William Street
New Bedford, MA 02740

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

I am submitting for your approval an ORDER that the sum of **SIX MILLION, FIVE HUNDRED THREE THOUSAND, ONE HUNDRED THIRTY-THREE DOLLARS (\$6,503,133)** now standing to the credit of the account from **ORDINARY REVENUE AND MUNICIPAL RECEIPTS** be and the same is hereby transferred and appropriated to as follows:

SCHOOL DEPARTMENT.....\$6,503,133

To be certified and approved by the Department Head

This supplemental appropriation reconciles the Fiscal Year 2021 Adopted Budget with guidance provided by the Baker Administration and the State Legislature.

Sincerely,

Jon Mitchell
Mayor



CITY OF NEW BEDFORD

CITY COUNCIL

November 12, 2020

ORDERED, That the sum of **SIX MILLION, FIVE HUNDRED THREE THOUSAND, ONE HUNDRED THIRTY-THREE DOLLARS (\$6,503,133)** now standing to the credit of the account from ORDINARY REVENUE AND MUNICIPAL RECEIPTS be and the same is hereby transferred and appropriated to as follows:

SCHOOL DEPARTMENT.....\$6,503,133

To be certified and approved by the Department Head



OFFICE OF THE CFO

ARI J. SKY
CHIEF FINANCIAL OFFICER

CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

November 2, 2020

TO: Mayor Jonathan F. Mitchell
New Bedford City Council

FROM: Ari J. Sky

SUBJECT: FY 2021 Net School Spending Requirements

The FY 2021 proposed budget incorporated conservative estimates for State revenue given delays in the State's budget process. The \$179,162,500 operating budget for the School Department, which includes \$29,162,500 in direct health insurance expenditures, anticipated no change in Chapter 70 funding from FY 2020 to 2021.

Since the adoption of the FY 2021 budget, the State has released several pieces of guidance regarding local aid. In late July, the Baker Administration and the Legislature released targets for Chapter 70 and Unrestricted General Government Aid and, on October 13, the Administration proposed a revised budget that incorporated the local aid targets and provided complete Cherry Sheet estimates.

The Governor's proposed budget includes a number of revisions to local aid and assessments. Chapter 70 aid to the City was set at \$166,091,904, which is \$6,260,940 higher than FY 2020. In addition, Charter School reimbursements and assessments were reduced by a net of \$430,499 from the initial estimates provided by the State in January. Finally, DESE has released updated guidance which indicates that compliance with the FY 2021 Net School Spending requirements will require an additional appropriation of about \$6,503,133.

Attached please find correspondence from the School Department requesting a supplemental appropriation to bring the FY 2021 budget into compliance with Net School Spending requirements. Thank you for your consideration, and please do not hesitate to contact me if you have any questions or concerns.

Attachment



NEW BEDFORD PUBLIC SCHOOLS
PAUL RODRIGUES ADMINISTRATION BUILDING
455 COUNTY STREET
NEW BEDFORD, MASSACHUSETTS 02740
www.newbedfordschool.org

(508) 997-4511

THOMAS ANDERSON
SUPERINTENDENT

*"We are committed to developing a community of learners who
are academically proficient, demonstrate strong character and
exhibit self-confidence."*

KAREN A. TREADUP
DEPUTY SUPERINTENDENT

ANDREW O'LEARY
ASSISTANT
SUPERINTENDENT OF
FINANCE & OPERATIONS

HEATHER EMSLEY
EXECUTIVE DIRECTOR OF
HUMAN CAPITAL SERVICES

JENNIFER FERLAND
EXECUTIVE DIRECTOR OF
STRATEGIC INITIATIVES & PARTNERSHIPS

SANDRA FORD
EXECUTIVE DIRECTOR OF
SPECIAL EDUCATION & STUDENT
SERVICES

SONIA WALMSLEY
EXECUTIVE DIRECTOR OF
EDUCATIONAL ACCESS &
PATHWAYS

November 2, 2020

Mr. Ari Sky
Chief Financial Officer
City of New Bedford
133 William St, Room 302
New Bedford, MA 02740

Dear Mr. Sky,

Following the conclusion of the state's budget process and finalization of Cherry Sheet assessments and charges, I am writing to request a supplemental appropriation increase of \$6,503,133.00 to the School Department Fiscal Year 2021 budget. This will be submitted at the next School Committee meeting scheduled for November 9, 2020.

The School Department initial budget was adjusted to reflect the impact of reduced state aid. In addition, beginning in FY 2021 health insurance expenses have been assigned directly to the School Department to ensure compliance with Net School Spending requirements. The total Health Insurance amount assigned to the school department is \$26,162,500. In summary, this will be added to the school operations and health insurance total of \$179,162,500, with a new school department budget of \$185,665,633.

In anticipation of School Committee approval, I request this item be included in Mayor's papers and on the agenda for the November 12, 2020 City Council meeting.

Sincerely,

Andrew O'Leary
Asst Supt Finance & Operations



MA Department of Revenue

Division of Local Services

Preliminary Municipal Cherry Sheet Estimates

Data current as of 10/14/2020

[Return to Previous page](#)
[Click for all Municipalities by Program](#)

Select a Fiscal Year: 2021 ▼

Select a Municipality: New Bedford ▼

FY2021 Preliminary Cherry Sheet Estimates

New Bedford

Estimated Receipts Estimated Assessments & Charges

PROGRAM	FY2020 Cherry Sheet Estimate	FY2021 Governor's Budget Proposal	FY2021 Governor's Revised Budget Proposal	FY2021 House Budget Proposal	FY2021 Senate Budget Proposal	FY2021 Conference Committee
Education Receipts:						
Chapter 70	159,830,964	170,504,247	166,091,904			
School Transportation	0	0	0			
Charter Tuition Reimbursement	3,701,526	2,663,676	2,480,776			
Smart Growth School Reimbursement	0	0	0			
Offset Receipts:						
School Choice Receiving Tuition	30,182	146,000	136,625			
Sub-Total, All Education Items:	163,562,672	173,313,923	168,709,305			
General Government:						
Unrestricted Gen Gov't Aid	24,427,447	25,111,416	24,427,447			
Local Share of Racing Taxes	0	0	0			
Regional Public Libraries	0	0	0			
Veterans Benefits	2,075,756	1,932,189	1,932,189			
Exemp: VBS and Elderly	475,759	481,997	481,997			
State Owned Land	20,708	20,598	20,562			
Offset Receipts:						
Public Libraries	172,856	172,222	172,222			
Sub-Total, All General Government:	27,172,526	27,718,422	27,034,417			
Total Estimated Receipts:						
	190,735,198	201,032,345	195,743,722			

Questions or Assistance Please Email The Municipal Databank at : databank@dor.state.ma.us



MA Department of Revenue
Division of Local Services
Preliminary Municipal Cherry Sheet Estimates
Data current as of 10/14/2020

[Return to Previous page](#)
[Click for all Municipalities by Program](#)

 Select a Fiscal Year: **2021** ▼

 Select a Municipality: **New Bedford** ▼

[Submit](#)
[Export Table](#)

FY2021 Preliminary Cherry Sheet Estimates
New Bedford

Estimated Receipts Estimated Assessments & Charges

PROGRAM	FY2020 Cherry Sheet Estimate	FY2021 Governor's Budget Proposal	FY2021 Governor's Revised Budget Proposal	FY2021 House Budget Proposal	FY2021 Senate Budget Proposal	FY2021 Conference Committee
County Assessments:						
County Tax	647,374	663,558	663,558			
Suffolk County Retirement	0	0	0			
Sub-Total, County Assessments:	647,374	663,558	663,558			
State Assessments and Charges:						
Retired Employees Health Insurance	0	0	0			
Retired Teachers Health Insurance	0	0	0			
Mosquito Control Projects	106,297	113,881	113,859			
Air Pollution Districts	22,190	22,544	22,544			
Metropolitan Area Planning Council	0	0	0			
Old Colony Planning Council	0	0	0			
RMV Non-Renewal Surcharge	336,520	345,120	345,120			
Sub-Total, State Assessments:	465,007	481,545	481,523			
Transportation Authorities:						
MBTA	0	0	0			
Boston Metro. Transit District	0	0	0			
Regional Transit	1,241,786	1,272,830	1,272,830			
Sub-Total, Transp Authorities:	1,241,786	1,272,830	1,272,830			
Annual Charges Against Receipts:						
Multi-Year Repayment Program	0	0	0			
Special Education	106,220	72,860	75,138			
STRAP Repayments	0	0	0			
Sub-Total, Annual Charges:	106,220	72,860	75,138			
Tuition Assessments:						
School Choice Sending Tuition	1,371,071	1,578,516	1,469,298			
Charter School Sending Tuition	19,747,553	18,839,783	18,326,227			
Sub-Total, Tuition Assessments:	21,118,624	20,418,299	19,795,525			
Total All Estimated Charges:						
	23,579,011	22,909,092	22,288,574			

Questions or Assistance Please Email The Municipal Databank at : databank@dor.state.ma.us



Item Title:

WAIVER OF RESIDENCY - ANTHONY MCCAULEY, RAYNHAM, MA- EMT

Item Detail:

M6. COMMUNICATION, Mayor Mitchell, to City Council, submitting a WAIVER OF RESIDENCY for ANTHONY MCCAULEY as an EMT Basic variable time position for the Department of Emergency Medical Services for currently resides in Raynham, MA.

Additional Information:

ATTACHMENTS:

Description	Type
 RESIDENCY WAIVER-ANTHONY MCCAULEY, EMS	Cover Memo



CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

October 28, 2020

City Council President Joseph P. Lopes and
Honorable Members of the City Council
133 William Street
New Bedford, MA 02740

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

I would like to request a **Waiver of Residency** for **Anthony McCauley** as an EMT Basic variable time position for the Department of Emergency Medical Services who currently resides in Raynham, Massachusetts.

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

Mr. McCauley and Director Mark McGraw will be available to answer any questions.

Sincerely,

Jonathan F. Mitchell
Mayor

JFM/sds
Attachment

cc: Anthony McCauley
EMS
Personnel



Jonathan F Mitchell
Mayor

City of New Bedford
Department of Emergency Medical Services
181 Hillman Street, Bldg. 4
New Bedford, Massachusetts 02740
508-9916390 Fax 508-991-6238



Mark D McGraw
Director

To: Mayor Mitchell
133 William St
New Bedford, Ma. 02740

10/19/20

Mayor,

Requesting a waiver of residency for Anthony McCauley. Anthony has been selected for an EMT Basic variable time position. He has met all the qualification requirements, to include a physical, to date. As you are aware the variable time EMT is a vital role in NBEMS. They fill shifts such as vacation, extended illness and when we have open slots from personnel leaving and they help to decrease overtime needs. EMS over the past month has currently filled 13 positions, to include 4 full time, and as of today only 2 positions have required us to ask for current residency waivers

I thank you for your time and consideration in this matter, and as always if you have any further questions please feel free to contact me at any time.

Anthony McCauley

Raynham, Ma 02767

Respectfully submitted,


Mark D McGraw



Item Title:

WAIVER OF RESIDENCY - PEYTON BUNKER, MIDDLEBORO, MA - EMT

Item Detail:

M7. COMMUNICATION, Mayor Mitchell, to City Council, submitting a WAIVER OF RESIDENCY for PEYTON BUNKER, EMT Basic variable time position for the Department of Emergency Medical Services for currently resides in Middleboro, MA.

Additional Information:

ATTACHMENTS:

Description	Type
 RESIDENCY WAIVER-PEYTON BUNKER-EMS	Cover Memo



CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

October 28, 2020

City Council President Joseph P. Lopes and
Honorable Members of the City Council
133 William Street
New Bedford, MA 02740

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

I would like to request a **Waiver of Residency** for **Peyton Bunker** as an EMT Basic variable time position for the Department of Emergency Medical Services who currently resides in Middleboro, Massachusetts.

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

Ms. Bunker and Director Mark McGraw will be available to answer any questions.

Sincerely,

Jonathan F. Mitchell
Mayor

JFM/sds
Attachment

cc: Peyton Bunker
EMS
Personnel



Jonathan F Mitchell
Mayor

City of New Bedford
Department of Emergency Medical Services
181 Hillman Street, Bldg. 4
New Bedford, Massachusetts 02740
508-9916390 Fax 508-991-6238



Mark D McGraw
Director

To: Mayor Mitchell
133 William St
New Bedford, Ma. 02740

10/19/20

Mayor,

Requesting a waiver of residency for Peyton Bunker. Peyton has been selected for an EMT Basic variable time position. She has met all the qualification requirements, to include a physical, to date. As you are aware the variable time EMT is a vital role in NBEMS. They fill shifts such as vacation, extended illness and when we have open slots from personnel leaving and they help to decrease overtime needs. EMS over the past month has currently filled 13 positions, to include 4 full time, and as of today only 2 positions have required us to ask for current residency waivers

I thank you for your time and consideration in this matter, and as always if you have any further questions please feel free to contact me at any time.

Peyton Bunker

Middleboro, Ma 02346

Respectfully submitted,


Mark D McGraw



Item Title:

SEAN MORIARTY - APPOINTMENT - NEW BEDFORD PORT AUTHORITY

Item Detail:

M8. COMMUNICATION, Mayor Mitchell, to City Council, submitting the APPOINTMENT of SEAN MORIARTY, New Bedford, MA to the NEW BEDFORD PORT AUTHORITY; replacing Richard Canastra who resigned in 2019; this term will expire December 31, 2020.

Additional Information:

ATTACHMENTS:

Description	Type
 APPOINTMENT-SEAN MORIARTY-PORT AUTHORITY	Cover Memo



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

November 4, 2020

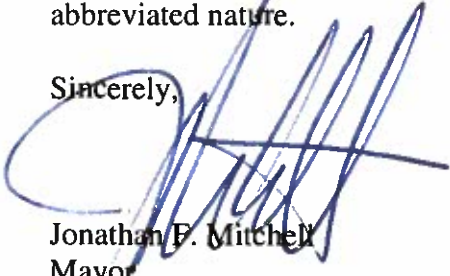
City Council President Joseph P. Lopes and
Honorable Members of the City Council
City of New Bedford
133 William Street
New Bedford, MA 02740

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

I am submitting for your approval the **APPOINTMENT** of **SEAN MORIARTY** of 424 W. Rodney French Boulevard, New Bedford, Massachusetts to the **NEW BEDFORD PORT AUTHORITY**. Mr. Moriarty will be replacing Richard Canastra who resigned in 2019. This term will expire on December 31, 2020.

I intend to file a re-appointment for Mr. Moriarty upon expiration of this term given its abbreviated nature.

Sincerely,



Jonathan F. Mitchell
Mayor

JFM/sds

cc: Sean Moriarty
Port Authority



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 Mayor's 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) Harbor Development Commission

Name: Sean Moriarty Email: sean.moriarty@newbedfordma.gov m

Home Telephone: 508-528-0110 Work Telephone: 508-528-0110

Residence Address: 424 W. Rodney French Blvd New Bedford, MA Zip: 02744

Present Occupation & Place of Employment: Vice President Blue Harvest Foods

Educational Background: Business Management BS

Memberships in Community Organizations or Professional Groups:

National Fisheries Institute Future Leaders 2008, Founder New Bedford Whaling Blues Festival

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

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

Please see attached

Please detail specific areas of expertise:

Please see attached

Please detail specific areas of interest:

Please see attached

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

Resident of the City since what year: 1966

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 Mayor's Office, 133 William St., Room 311, 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: Sean C Moriarty Date: 11/2/20



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

Excited and encouraged by the progress made on the waterfront and downtown over the last 10 years. I wish to lend my experience and insight towards charting a course for the future that continues to unlock the full potential of the harbor and surrounding area.

Please detail specific areas of expertise:

Third generation of New Bedford fishing family. I have 35 years of experience in the seafood business buying and selling products landed right here in New Bedford. Extensive experience in international sales and marketing.

Please detail specific areas of interest:

Finding a balanced synergy of historic marine interests (fishing, freight, marine services), developing opportunities (ferries, cruise ships, offshore wind) and the continued reconnection of Downtown businesses to the waterfront. One that emphasizes collaboration and innovation for the benefit of all interests and City of New Bedford.



Item Title:

AN ORDINANCE - RELATIVE TO RESIDENCY OF CITY PERSONNEL

Item Detail:

1. AN ORDINANCE, Amending Chapter 19, Relative to Residency of City Personnel. (Passed to a Second Reading - October 8, 2020.)

Additional Information:

ATTACHMENTS:

Description	Type
▣ AN ORDINANCE,	Cover Memo



CITY OF NEW BEDFORD

In the Year Two Thousand and Twenty

AN ORDINANCE

RELATIVE TO RESIDENCY OF CITY PERSONNEL

31- 509

Be it ordained by the City Council of the City of New Bedford as follows:—

SECTION 1.

Article II of Chapter 19 of the Code of Ordinances is hereby amended by striking said Article, in its' entirety and inserting, in place thereof, the following new Article:

ARTICLE II. – EMPLOYEE RESIDENCY.

Sec. 19-20. - Definitions.

As used in this article, the following terms shall have the respective meanings ascribed to them:

Employee: Any person:

1. Receiving monies from the city, subject to withholding taxes by the commonwealth or federal government;
2. Employed on a full- or part-time basis; or
3. Appointed, reappointed, elected, selected or chosen to serve on all authorities, boards, commissions or committees, whether compensated or not for such service.

Residence: The actual principal residence of the individual where such individual normally eats and sleeps and maintains such individual's normal personal and household effects. This article shall be deemed to affect both civil service and non-civil service employees of the city.

Sec. 19-22. - Maintenance of list of subject personnel.

The director of labor relations and personnel shall prepare and maintain a list of all persons subject to this article based on the position held by each respective person.

Sec. 19-23. – Residency and compensation.

1. All employees employed by the city shall receive the ordinary and regular compensation for the position held if said employee maintains their residence in the city.
2. Any employee who is not maintaining residence in the city and has not attained 10 years of total employment service to the city shall receive compensation equal to the ordinary and regular compensation for the position but adjusted by reducing said ordinary and regular compensation by 10%.
3. For any employee having their salary adjusted pursuant to paragraph 2 of this section, the adjustment shall no longer be applied upon either of the following occurring: -
 - (a) the employee attaining 10 years of total employment service to the city
 - or
 - (b) the employee becomes a resident of the city.
4. Every person who is reappointed, elected, selected or chosen to serve on an authority, board, commission, or committee, whether compensated or not for such service, shall maintain residence in the city regardless of whether said person has attained 10 years of service. This provision shall not apply to persons who are employed by the city on a part-time or full-time basis and by virtue of such employment are appointed to serve in an ex officio basis on an authority, board, commission, or committee.
5. Any person holding any of the following positions shall be required to live in the city of New Bedford and the provisions of section 19-23 (2) and (3) shall not apply: -
 - Administrative Assistant to the Board of Assessors;
 - City Planner;
 - Director of Human Resources/ Director of Personnel;
 - Director of Public Health;
 - Director of Purchasing/ Purchasing Agent;

First Assistant City Solicitor;
Parking Supervisor

19-24. - Exemptions.

The following shall be exempt from the provisions of section 19-23 (1) and (2).

1. Any person who is employed by the city on June 30, 2020 and who has received a waiver to the residency requirements in effect on June 30, 2020.
2. Any person receiving a waiver pursuant to section 19-25 during the duration of said waiver.

Sec. 19-25. - Waiver authorized.

In the event that the mayor and the city council determine it to be in the best interest of the public to do so, the provisions of section 19-23 (1) , (2) and (5) may be waived for a period of 6 consecutive months with respect to a particular person by a two-thirds (2/3) vote of the city council. At the end of the 6 consecutive months of any approved waiver, the mayor and city council by 2/3 vote may extend the waiver to an additional 6 consecutive months if necessary. No person or employee shall receive more than 1 waiver and 1 extension. The employee shall receive the ordinary and regular compensation for the respective position during the time such waiver is effective. Such waiver shall not act to defeat the application of this article to every other person.

Sec. 19-26. – Notice of residency/filing certificate annually.

It shall be the responsibility of the employee to immediately notify their department head or like officer if they cease to maintain or establish residence in the city. Failing to do so may be grounds for termination.

In any event, annually, on July 1, every person subject to this article shall file with each such person's department head or like officer, a certificate signed under the pains and penalties of perjury, stating such person's name and place of residence as defined herein. Each department head shall forward all certificates to the director of labor relations and personnel.

The compensation of the employees who have not attained at least 10 years of employment service to the city who were so employed and have ceased to be residents of the city shall have their compensation adjusted pursuant to section 19-23 (2). The director of labor relations and personnel shall transmit the names of the employees, their respective position and the effective date of the adjustment or removal of an adjustment to the mayor and the city council.

Sec. 19-27. - Validity.

In the event that this article shall be deemed to be in conflict with a provision of any general or special law, the provision of that general or special law shall govern and shall not defeat the application of this article with respect to any position not governed by the law. Any action of a court of competent jurisdiction declaring this article invalid with respect to any position or person shall not be held to apply to any other person or position.

SECTION 2. Section 10-93 of Chapter 10 of the Code of Ordinances is hereby amended by striking, in the first sentence, the words "a resident of the City of New Bedford,"

SECTION 3. Section 19-2 of Chapter 19 of the Code of Ordinances is hereby amended by striking, in the first sentence, the words "a resident of the city,"

SECTION 4. Section 10-51 of Chapter 10 of the Code of Ordinances is hereby amended by striking said section in its' entirety and inserting, in place thereof the following section:

-

Sec. 10-51. - Purchasing agent—Appointment; qualifications.

The executive officer of the purchasing department shall be the purchasing agent, who shall be appointed by the mayor subject to confirmation by the city council and shall qualify by oath before entrance upon the duties of the office. The purchasing agent shall have not less than five (5) years of general diversified business experience, which shall include experience in the purchasing of commodities.

SECTION 5. Section 2-82 of Chapter 2 of the Code of Ordinances is hereby amended by striking, in the first sentence, the words "and must be a resident of the city"

SECTION 6. Subsection (a) of Section 2-47 of Chapter 2 of the Code of Ordinances is hereby amended by striking the words "shall be subject to residency requirements under chapter 19 article II"

SECTION 7. Section 23-1 of Chapter 23 of the Code of Ordinances is hereby amended by striking the first sentence and inserting in place thereof, the following sentence: -

"The mayor with the approval of the city council shall appoint the parking supervisor."

Section 8.

This ordinance shall take effect in accordance with the provisions of Chapter 43 of the General Laws.



Item Title:

REPORT - FOOD TRUCK LOCATION ORDINANCE

Item Detail:

2. REPORT, Committee on Ordinances, recommending to the City Council APPROVAL of the Ordinance, Amending Food Truck Locations.

2a. AN ORDINANCE, Relative to Food Truck Locations. (To Passed to a Second Reading.)

Additional Information:

ATTACHMENTS:

Description	Type
REPORT - FOOD TRUCK ORDINANCE	Cover Memo



City of New Bedford

IN COMMITTEE

November 12, 2020

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

Dear Honorable Members of the City Council:

The Committee on Ordinances at a Meeting held on Monday, October 26, 2020, considered a WRITTEN MOTION, Council President Lopes, requesting that the Committee on Ordinances amend the existing Food Truck Ordinance Sec. 15-72 Section B, 1E, to allow for the placement and location of food trucks on Commercially Zoned Private Property. (To be Referred to the Committee on Ordinances.) (Ref'd 08/20/2020) (09/30/2020 – tabled for drafting)

On motion by Councillor Lopes and seconded by Councillor Abreu, the Committee VOTED: To add the times of 9 AM to 8 PM in Section 2 D. This motion passed on a voice vote.

On motion by Councillor Lopes and seconded by Councillor Gomes, the Committee VOTED: To recommend to the City Council APPROVAL of the Ordinance Amending Food Truck Locations. This motion passed on a Roll Call Vote of Yeas 8, Nays 2, with Councillors Giesta and Morad opposed.

IN COMMITTEE ON ORDINANCES

Councillor Hugh Dunn, Chairman

HD: dmb



CITY OF NEW BEDFORD

In the Year Two Thousand and Twenty

AN ORDINANCE

RELATIVE TO FOOD TRUCK LOCATIONS

31- 509

Be it ordained by the City Council of the City of New Bedford as follows:—

SECTION 1.

Subsection (d) of section 15-72 of Chapter 15 of the Code of Ordinances is hereby amended by striking said section in its' entirety and inserting, in place thereof, the following new subsection: -

(d) *Locations.*

(1) *Specifically designated locations.* Food trucks that have acquired the proper permits pursuant to this ordinance may operate on public property or, where applicable, on private property with permission of owner or person having control of said private property in the following areas only during the times designated for each area and 300 feet from food establishments:

Location A: Parks (paved areas of parks only, not to be established on grass covered areas), or city-owned ball fields (food trucks not operate within 300 feet of an "open" league run concession as if it were a restaurant) and in the industrial park or business park on private property with the permission of the owner or person in control of the private property so long as permitted truck is not obstructing traffic or endangering public safety.
Permitted hours: 9:00 a.m. to 8:00 p.m.

Location B: Working Waterfront District bordered by Route 18 (except that no such trucks shall stop on Route 18) as the furthest point westerly; from Interstate 195 south to Cove Road with the shoreline as the furthest point easterly.
Permitted hours: 6:00 a.m. to 3:00 p.m.

Location C: Historic Downtown on Barker's Lane only or anywhere in the downtown on private property with the permission of the owner or person in control of the private property so long as permitted truck is not obstructing traffic or endangering public safety.

Permitted hours: 10:00 a.m. to 3:00 p.m.

Location D: Beaches. East Beach public lots except that said lots shall be limited to the first 3 permitted trucks to arrive on a given day and then each truck may be replaced on a first come first served basis as one or more of the three (3) trucks exits the public lot. One truck permitted on West Rodney French Boulevard on a first come first served basis.

Permitted hours: 9:00 a.m. to 8:00 p.m.

(2) *Locations outside of specifically designated locations.* Food trucks that have acquired the proper permits pursuant to this ordinance may operate on any private property located outside of Locations A, B, C and D as described in subsection (d)(1) that is properly zoned for business use and the private property is held in common ownership with the owner of the licensed food truck operating on said private property. Food trucks, while operating under such a circumstance, shall not be required to keep any particular distance from a food establishment.

Permitted hours: 9:00 a.m. to 8:00 p.m.

SECTION 2. Paragraph (1) of subsection (e) of section 15-72 of Chapter 15 of the Code of Ordinances is hereby amended by striking said paragraph (1) in its' entirety and inserting, in place thereof, the following new paragraph: -

- (1) Except when operating as described in section (d)(2) of this ordinance, food trucks shall not provide or allow any dining area, including but not limited to tables, chairs, booths, stools, benches and standup counters.

Section 3.

This ordinance shall take effect in accordance with the provisions of Chapter 43 of the General Laws.



Item Title:

REPORT - ORDINANCE - FLOOD HAZARD OVERLAY DISTRICT (FHOD) CH 9, SEC. 4400 - NO FURTHER ACTION


Item Detail:

3. REPORT, Committee on Ordinances, recommending to the City Council to take “**NO FURTHER ACTION**” on the COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDINANCE, amending Chapter 9, Section 4400, Flood Hazard Overlay District (FHOD) which updated references to the Bristol County Flood Insurance Rate Map (FIRM) that will become effective on July 8, 2020.

3a. AN ORDINANCE, Amending Chapter 9, Section 4400 Flood Hazard Overlay District (FHOD). (Referred to the Committee on Ordinances and the Planning Board - February 13, 2020.)

Additional Information:

ATTACHMENTS:

Description	Type
 REPORT-Flood Hazard Overlay District (FHOD) Ordinance - NO FURTHER ACTION	Cover Memo



City of New Bedford
IN COMMITTEE

November 12, 2020

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

Dear Honorable Members of the City Council:

The Committee on Ordinances at a Meeting held on Monday, October 26, 2020, considered a COMMUNICATION, Mayor Mitchell, to City Council, submitting AN ORDINANCE, amending Chapter 9, Section 4400, Flood Hazard Overlay District (FHOD) which updates references to the Bristol County Flood Insurance Rate Map (FIRM) that will become effective on July 8, 2020. (Ref'd 02/13/2020)

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, Mayor Mitchell, to City Council, submitting AN ORDINANCE, amending Chapter 9, Section 4400, Flood Hazard Overlay District (FHOD) which updates references to the Bristol County Flood Insurance Rate Map (FIRM) that will become effective on July 8, 2020. This motion passed on a voice vote.

IN COMMITTEE ON ORDINANCES

Hugh Dunn

Councillor Hugh Dunn, Chairman

HD: dmb



CITY OF NEW BEDFORD

In the Year Two Thousand and Twenty

AN ORDINANCE

AMENDING CHAPTER 9, SECTION 4400 FLOOD HAZARD OVERLAY DISTRICT (FHOD)

31- 509

Be it ordained by the City Council of the City of New Bedford as follows:—

SECTION 1.

Chapter 9, Section 4400 is hereby amended by striking Section 4430 Floodplain District Boundaries and Base Flood Elevation Date in its entirety and inserting in place thereof the following:

4430. Floodplain District Boundaries and Base Flood Elevation Data. The Floodplain District is herein established as an overlay district. The District includes all special flood hazard areas within the City of New Bedford designated as Zone A, AE, or VE on the Bristol County Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The map panels of the Bristol County FIRM that are wholly or partially within the City of New Bedford are panel numbers 25005C0377G, 25005C0378G, 25005C0379G, 25005C0381G, 25005C0383H, 25005C0386G, 25005C0387G, 25005C0388G, 25005C0389G, 25005C0391H, 25005C0394H, 25005C0477G dated July 8, 2020; and panel numbers 25005C0393G, 25005C0481G, 25005C0482G dated July 16, 2014, and panel numbers 25005C0483F and 25005C0484F dated July 7, 2009. The exact boundaries of the District may be defined by the 100-year base flood elevations shown on the FIRM and further defined by the Bristol County Flood Insurance Study (FIS) report dated July 8, 2020. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, Building Official and Conservation Commission.

Section 2.

This ordinance shall take effect on July 8, 2020 in accordance with the provisions of Chapter 40A of the General Laws.



Item Title:

REPORT -CLOSED NURSING HOMES FOR COVID 19 PATIENTS - NO FURTHER ACTION

Item Detail:

4. REPORT, Committee on Finance, recommending to the City Council to take “**NO FURTHER ACTION**” on the COMMUNICATION, Council President Lopes submitting a copy of an email from Assistant City Solicitor Jaikes, regarding the background information on the two closed nursing homes in New Bedford to deal with Covid-19 patients.

4a. COMMUNICATION, Council President Lopes, submitting a copy of an email from Assistant City Solicitor Jaikes, regarding the background information on the two closed nursing homes in New Bedford to deal with Covid-19 patients. (Referred to the Committee on Finance - May 14, 2020.)

Additional Information:

ATTACHMENTS:

Description	Type
□ REPORT - Two Nursing Homes Closed - Covid 19 Patients NO FURTHER ACTION	Cover Memo



City of New Bedford

IN COMMITTEE

November 12, 2020

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 Monday, October 19, 2020, considered a COMMUNICATION, Council President Lopes submitting a copy of an email from Assistant City Solicitor Jaikes, regarding the background information on the two closed nursing homes in New Bedford to deal with Covid-19 patients. (Ref'd 05/14/2020)

On motion by Councillor Lopes and seconded by Councillor Giesta, the Committee VOTED: To recommend to the City Council to take "No Further Action" on the COMMUNICATION, Council President Lopes submitting a copy of an email from Assistant City Solicitor Jaikes, regarding the background information on the two closed nursing homes in New Bedford to deal with Covid-19 patients. This motion passed on a voice vote.

IN COMMITTEE ON FINANCE

Linda M. Morad

Councillor Linda M. Morad, Chairperson

LMM: dmb

From: Eric Jaikes
Sent: Wednesday, April 29, 2020 12:18 PM
To: Joseph Lopes <Joseph.Lopes@newbedford-ma.gov>

Subject: Nursing Home background information

Council President Lopes

As you are aware, on behalf of the City I negotiated and drafted two agreements with the owners of two closed nursing homes in New Bedford, one on Rockdale Ave and the other in the north end of the City on Acushnet Ave. You have asked me to provide a summary of the transaction for you and your fellow City Council members.

Early in the pandemic there was identified state wide a need for additional facilities to house and treat Covid 19 patients in addition to local hospitals. There were three vacant nursing homes in New Bedford that potentially fit the profile for this need. One of the three was physically in poor condition and ruled out as a possibility. However, the Rockdale Ave and Acushnet Ave nursing home buildings had the potential to add 200 plus beds in New Bedford to deal with Covid 19 patients.

As a result, Agreements were negotiated and entered into by the City with HAR Capital, LLC, (the owner of the Rockdale Ave real estate) and with Lesson Learned, LLC (the owner of the Acushnet Ave real estate). Both are short term agreements terminable by the City at will or when the State of Emergency declared by the Mayor on March 13, 2020 ceases. In both instances work/repairs to the facilities were required to meet State and Federal standards. That work was done at City expense. The City is applying to FEMA for reimbursement of the majority of those costs.

As to each facility, the City is making monthly rent payments to the Owners which are initially received by an escrow agent. A portion of the monthly rent is returned to the City by the escrow agent each month to be applied towards the cost of improvements/repairs done to the property by the City. Also, a portion of the monthly rent is returned to the City each month by the escrow agent and is applied to the current real estate tax bill for each property. The balance of each month's rent continues to be held by the escrow agent on behalf of the Owner. If, at the termination of the agreement, the rent payments have not returned sufficient funds to the City to offset its costs of work/repairs to each of the two facilities, that portion of rent escrowed each month on behalf of the Owner will be applied towards the outstanding work/repairs costs prior to any funds being released to the Owner.

The monthly payment for the Rockdale Ave facility is \$35,500. Of that monthly payment \$21,300 is returned to the City to offset improvement/repair costs to the building, \$4,200 is to be applied to the current real estate tax bill and \$10,000 is to be held in escrow by the escrow agent for the Owner (but not released unless the City recoups all of its improvement/repair costs at Rockdale Ave).

As to the Acushnet Ave facility, the monthly payment by the City is \$47,000. Of that monthly payment \$25,880 is returned to the City to offset improvement/repair costs to the building, \$11,120 is to be applied to the current real estate tax bill and \$10,000 is to be held in escrow by the escrow agent for the Owner (but not released unless the City recoups all of its improvement/repair costs at Acushnet Ave).

Although no one knows for sure how long there will be a need for these two facilities, the Agreement was based upon an expected occupancy approximating six months. The two nursing homes are being operated by a separate entity unrelated to the City. Operational expenses are paid to the Operator by outside entities (including private insurance, Medicare etc.) and not by the City.

Finally, the agreements were entered into in accord with Gov. Baker's March 2020 State of Emergency declaration and the provisions of Chapter 639 of the Acts of 1950 and also the provisions of Chapter 17 Section 2A of the General Laws.

Should you have further questions please do not hesitate to contact me.

Eric Jaikes, Esquire
Asst. City Solicitor
City of New Bedford
133 William Street
New Bedford MA 02740
(508) 979-1460
Eric.Jaikes@newbedford-ma.gov



Item Title:

REPORT - TIF BOARD'S ANNUAL PROGRAM REPORT 2019 - NO FURTHER ACTION

Item Detail:

5. REPORT, Committee on Finance, recommending to the City Council to take “**NO FURTHER ACTION**” on the COMMUNICATION, Derek Santos, Executive Director, New Bedford Economic Development Council, submitting the New Bedford Tax increment Financing Board’s Annual Program Report for 2019.

5a. COMMUNICATION, Derek Santos, Executive Director, New Bedford Economic Development Council, submitting the New Bedford Tax increment Financing Board’s Annual Program Report for 2019. (Copy all Councillors - January 31, 2020.) (Referred to the Committee on Finance - February 13, 2020.)

Additional Information:

ATTACHMENTS:

Description	Type
 REPORT - TIF Annual Program Report 2019 NO FURTHER ACTION	Cover Memo



City of New Bedford
IN COMMITTEE

November 12, 2020

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 Monday, October 19, 2020, considered a COMMUNICATION, Derek Santos, Executive Director, New Bedford Economic Development Council, to the City Council, submitting the New Bedford Tax Increment Financing Board's Annual Program Report for 2019. (Copy all Councillors – January 31, 2020.) (Ref'd 02/13/2020)

On motion by Councillor Lopes and seconded by Councillor Giesta, the Committee VOTED: To recommend to the City Council to take "No Further Action" on the COMMUNICATION, Derek Santos, Executive Director, New Bedford Economic Development Council, to the City Council, submitting the New Bedford Tax Increment Financing Board's Annual Program Report for 2019. This motion passed on a voice vote.

IN COMMITTEE ON FINANCE

Linda M. Morad
Councillor Linda M. Morad, Chairperson

LMM: dmb



City of New Bedford

IN COMMITTEE

November 12, 2020

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 Monday, October 19, 2020, considered a COMMUNICATION, Derek Santos, Executive Director, New Bedford Economic Development Council, to the City Council, submitting the New Bedford Tax Increment Financing Board's Annual Program Report for 2019. (Copy all Councillors – January 31, 2020.) (Ref'd 02/13/2020)

On motion by Councillor Lopes and seconded by Councillor Giesta, the Committee VOTED: To recommend to the City Council to take "No Further Action" on the COMMUNICATION, Derek Santos, Executive Director, New Bedford Economic Development Council, to the City Council, submitting the New Bedford Tax Increment Financing Board's Annual Program Report for 2019. This motion passed on a voice vote.

IN COMMITTEE ON FINANCE

Councillor Linda M. Morad, Chairperson

LMM: dmb



**New Bedford
Economic Development Council**

Open for Business!

1213 Purchase Street
2nd Floor
New Bedford, MA 02740
www.nbedc.org

January 30, 2020

Joseph P. Lopes, President
New Bedford City Council
133 William Street
New Bedford, MA 02740

**RE: New Bedford Tax Increment Financing Program
Annual Program Report for 2019**

Council President Lopes,

Please find attached the annual activity report for the TIF Program.

Included in this report is an overview of the program, the TIF Board activity for the year, the current TIF Program guidelines (as amended on 2.1.19), and a complete listing of all active certified projects.

Should you require any additional information, please do not hesitate to call or email with any questions.

Sincerely,

Derek Santos
Executive Director

Cc: New Bedford City Council
Mayor Mitchell's Office



Jonathan F. Mitchell, Mayor

CITY OF NEW BEDFORD TAX INCREMENT FINANCING BOARD

1213 Purchase Street
New Bedford, MA 02740

Tel: (508) 991-3122
Fax: (508) 991-7372

TIF BOARD ANNUAL REPORT – 2019 01.31.2020

Overview

Since the inception of the Tax Increment Financing (TIF) Program in New Bedford in 1996 a total of 115 projects have been certified. These projects ensure a certain level of investment and job creation by the private sector while the Commonwealth and the City have provided a measure of incentive on new short-term taxes.

In 2019, 19 such agreements remained active and compliant with the program's reporting requirements. These projects have added more than \$109 million in new private sector investment, have created 299 new jobs, and have ensured that an additional 872 jobs have been retained in New Bedford.

In 2019 the TIF Board, City Council, and the Commonwealth have approved one certified project:

- Northern Wind, Inc. for a 10-year TIF agreement

This project has a value of more than \$8.4M and will result in the creation of 15 full time jobs over the first two years of the agreement and the retention of the 100 jobs.

TIF Board Activity

The TIF Board met once in 2019 and the minutes of the February 1, 2019 meeting are attached.

New amendments to the TIF guidelines were presented, reviewed, and approved by the TIF Board after review from the Solicitor's office. The modifications proposed create a higher minimum threshold for eligible projects (jobs, minimum investment, and "but for" evidence) and require projects be consistent with the guiding principles expressed in the New Bedford Works policy statement. A copy of the new guidelines are attached.

Throughout the year staff interacts with the Assessor on pending applications to determine estimated value of proposed projects to present the most accurate estimate of values possible at the time of presentation to the TIF Board and City Council.

Staff has also conducted site visits for three companies with active agreements. These companies included; Northern Wind, Inc., SERVPRO, and Quality Custom Packing, Inc.. Letters have also been sent to twelve companies that are not up to date with annual reporting for the current year or have not yet met investment/job creation requirements. Copies of all communications are attached.

Certified Projects List

Attached is a listing of all 19 active certified projects from FY01 to FY2020.



CITY OF NEW BEDFORD
TAX INCREMENT FINANCING BOARD

1213 Purchase Street
New Bedford, MA 02740

Tel. (508) 991-3122
Fax (508) 991-7372

Jonathan F. Mitchell, Mayor

MINUTES OF THE TIF BOARD

2.01.19

133 William Street

Ashley Room

Members Present:

Mayor Jonathan F. Mitchell, Chairman
Linda Morad, City Council President
Ari Sky, City of NB CFO
Carlos Amado, Assessor's Office
Derek Santos, NBEDC

Members Absent:

Guests:

Michael Fernandes, President of Northern Wind, Inc.
Anthony Castro, CFO/Controller of Northern Wind, Inc.

Staff:

Ramon Silva, NBEDC

1. Call to order:
Mayor Mitchell called the meeting to order at 1:05 p.m., calling the role of board members in attendance and confirming a quorum.
2. Approval of minutes:
The Mayor confirmed that all members received the minutes of the previous meeting with their meeting materials from staff via email. **A motion to approve the minutes of the 03.01.18 meeting as written was moved by Mr. Amado and seconded by Mr. Sky. All voted in favor and the motion passed.** The reading of the minutes was waived.

3. Certified Project Applications:

Northern Wind Inc. at 75 MacArthur Drive—proposed 10-year TIF agreement

Staff presented all application materials including the hypothetical calculations and project overview—first submitted to the members via email. Mr. Silva reviewed the documents and provided a general overview of the proposal by Northern Wind Inc. to expand and stay in New Bedford with the extensive renovation/expansion of the currently vacant 75 MacArthur Drive. Mr. Silvia stated that the company had explored several out-of-state options for expansion in Rhode Island and Connecticut given their relationships

with fishing vessels in those states, however given the state and local incentives available, they prefer to expand in New Bedford. The project includes the renovation of the existing facility, construction of a 21,600 sq. ft. freezer facility, equipment, and moving expenses. He also noted that the new facility will house a state-of-the-art IQF freezer tunnel and grading machinery, and Mr. Fernandes provided additional detail to the board members on how the technology is used during processing, packaging, and distribution.

The construction, equipment, moving, and other capital investment total approximately \$8,400,000. New construction and renovation are valued at \$6,300,000 and equipment and machinery is valued at \$2,100,000. Mr. Silva stated that after reviewing the proposal with the Assessor's office, that a TIF structure is proposed, since these investments are new construction and extensive renovations.

Mr. Silva continued by stating that the 100 current employees will be retained, and 15 new fulltime employees will be hired over the next two years. The average wage for the for new hires will be \$38,000 annually, and the company does offer health insurance to its employees.

After a brief Q&A session between board members, Mr. Silva and Mr. Fernandes, and having no other questions relating the application for the proposed project, Mayor Mitchell asked for a motion on the TIF requested.

A motion to approve the Northern Wind Inc. certified project application at 75 MacArthur Drive for a 10-year TIF agreement and submit to City Council was moved by Mr. Santos and seconded by Mr. Amado. All voted in favor and the motion passed.

Mayor Mitchell thanked Mr. Fernandes and Mr. Castro for their expansion in New Bedford as well as their role in being leaders as outstanding corporate citizens and asked that they continue to demonstrate their leadership by being fully engaged in the ongoing civic development and growth of New Bedford. Mr. Fernandes offered his thanks and stated, "this is a great city, and we are proud to be a part of it."

4. Old Business:
No old business was discussed, and no motions were made at this time.
5. New Business:
New amendments to the TIF guidelines were presented in final draft form after review from the Solicitor's office. The modifications proposed create a higher minimum threshold for eligible projects (jobs, minimum investment, and "but for" evidence) and require projects be consistent with the guiding principles expressed in the New Bedford Works policy statement.

After a brief discussion and review of the final draft, **a motion to approve the amendments to the TIF Program Guidelines as written was moved by Mr. Amado and seconded by Mr. Sky. All voted in favor and the motion passed.**

No further new business was discussed, and no motions were made at this time.

6. There being no further business, **a motion to adjourn was moved by Mr. Sky and seconded by Ms. Morad. All voted in favor and the motion passed.** The meeting was adjourned at 1:35pm.



CITY OF NEW BEDFORD TAX INCREMENT FINANCING BOARD

1213 Purchase Street
New Bedford, MA 02740

Tel. (508) 991-3122
Fax (508) 991-7372

TAX INCREMENT FINANCING PROGRAM POLICY AND GUIDELINES

City of New Bedford, Massachusetts

Approved as Amended 1.10.07--11.20.16--8.2.17--1.22.19

I. Introduction

The City of New Bedford is concerned with how best to address blighted, distressed, and underutilized areas. Many of the sites contain abandoned or contaminated facilities. Other is characterized by rundown infrastructure or commercial operations that are not longer economically viable. Such locations create a decrease in assessed property values, a decline in municipal revenue and they are a drain upon municipal services. Traditionally, it has been difficult for the city to attract private investment into these areas. A viable solution is the utilization of the Tax Increment Financing Program (TIF), which has been authorized through the Massachusetts legislature.

II. TIF Program

Based upon economic development and land use planning principles, the City of New Bedford may designate appropriate locations as TIF Zones. Local designations of TIF Zones help in enabling the City to encourage private development with the assistance of public infrastructure improvements, and property tax incentives. TIF incentives are offered in order to create available capital that will facilitate the financing of designated projects.

All provisions of the City of New Bedford TIF policy are in accordance with M.G.L. c. 40, § 59 and its implementing regulations found under 760 CMR 22.01.

III. TIF Eligibility and Guidelines

1. A minimum of 10 jobs must be created that pay a minimum hourly wage equal to 110% of the State minimum hourly wage or equivalent.
2. A minimum project investment of \$250,000.
3. Detailed written supporting evidence that "but for" this initiative, the commercial enterprise would not undertake the proposed expansion project in New Bedford or the commercial enterprise will relocate out of the City of New Bedford. Such written evidence may include; letter of intent that clearly state the enterprise's other options out of New Bedford, evidence that demonstrates that funding or financing of the proposed project would not materialize without the requested incentive, or other relevant documentation.

4. Applicants investment shall be guided by the principles expressed by the City of New Bedford to ensure New Bedford is a place where opportunity abounds for all its residents.
 - a. These guiding principles between the City and the private and public partners who invest here ensure that expectations of both parties are clear and that economic opportunities are available for the City's minority and women businesses, veterans, and workers.
 - b. The City will work with partners to utilize tax increment financing (TIF) assistance in ways that honor local hiring and local content goals and recognize best efforts of partners to meet these goals.
 - c. Investment partners pledge their best effort to hire qualified New Bedford residents for job openings in the City.
 - d. Investment partners pledge their best effort to contract qualified New Bedford companies for services that can be delivered at a high level of quality, on time and on budget.
5. Applicants eligible for TIF consideration shall be:
 - a. Manufacturing.
 - b. Retail, wholesale, or service industries which fit one of the following criteria:
 - (1) Located in a distressed area as defined through a city policy.
 - (2) Located in a neighborhood which is demonstrably not served or underserved by the proposed use and said use has been defined by City of New Bedford policy as a critical need in that neighborhood.
 - (3) Return of a non-performing parcel to the tax rolls.
 - (4) Project includes applicant absorbing the cost of remediation for a Brownfield site.
 - c. Other commercial/industrial projects.
 - d. Projects with a demonstrated benefit to the environment.
6. Applicant ineligibility for TIF consideration shall include:
 - a. Professional Services including medical, legal, financial and real estate.
 - b. Fast food businesses and outlets.
 - c. Franchises.
 - d. Uses pertaining to questionable health benefits or practices.

- e. National chains.
 - f. Condominium complexes where the commercial use portion of the Condominium is less than 33% of the assessed value of the entire Condominium complex.
 - g. Residential only condominium complexes.
 - h. Subsidized Housing Projects.
 - i. Projects that create less than ten jobs.
 - j. An exception to the above listed ineligible applicant ineligibility may be allowed should the project demonstrate that it serves a critical economic development need that is identified by city policy. Such an applicant should offer real, defined potential for additional growth stimulation, and it should offer job creation and/or retention in excess of minimum standards defined within sections below, and written out in the TIF Agreement between the City of New Bedford and the TIF applicant.
7. Job retention and/or creation shall be used as a measure to determine the value of savings to be offered using the following minimum guidelines:
- a. The equivalent of ten new jobs for every \$1.00 through \$100,000.00 in assessed value of TIF relief.
 - b. The equivalent of ten full time retained jobs for every \$1.00 through \$50,000.00 in assessed value of TIF relief.
 - c. The City's interest in job creation or retention is for a reasonably significant numbers of jobs. While it is possible that an applicant creating a minimum or retaining a minimum number of jobs or in some cases less than the minimum number of jobs provided in these guidelines may be successful such applications must be supported by documentation of a majority of the factors enumerated below at paragraph 4, in the application. In all events the minimum level of one full-time job is created as is consistent with state requirements for Certified Projects.
 - d. To be considered for designation as a certified project, the project proposal must provide for job creation and new investment in a way that is consistent with the guiding principles expressed by the City in its New Bedford Works policy statement to ensure that opportunities abound for all its residents.
6. Something equal to or less than the minimum job creation or retention guidelines per value of incentive may be successful but only if the applicant can demonstrate factors beneficial to the overall economic development goals of the City of New Bedford. These factors may include, but are not be limited to the following:
- a. Ten new full time equivalent jobs with a starting wage at least 125% above the minimum wage, or ten retained full time equivalent jobs with a starting wage of at least 125% above the minimum wage.
 - b. Health care coverage for new or retained jobs.

- c. Entails an extraordinary risk for the company (i.e. first new business to locate in a blighted area; first to locate on a Brownfield or redevelopment area; first in a specific type of business or industry to locate in the City of New Bedford).
- d. Applicant will incur remediation costs for a clean up of a designated Brownfield site.
- e. No other incentives, such as a reduction in taxes, or a similar benefit to the current owner or previous owner of the subject property, if recently acquired.
- f. The project will not overburden or harm the City's existing infrastructure.

IV. TIF Agreements

1. TIF Agreements must include:

- a. A plan for the life of the Agreement that demonstrates jobs retention, and/or jobs creation and a timetable for same.
- b. In the case of jobs created, there must be a provision included within the Agreement, illustrating that at least 51% of the jobs must be afforded the opportunity to be filled by City of New Bedford residents with the employer working through established public and quasi-public employment service entities throughout the City of New Bedford such as MassHire.
- c. The jobs created or retained to meet project eligibility guidelines must pay a minimum hourly wage equal to 110% of the State minimum hourly wage or equivalent.
- d. A description of the total capital to be expended by the applicant for the project and its general category purposes.
- e. If public improvements are involved, it is necessary to include a description of the public improvements as well a total costs apportioning the amount that can be attributed to the benefit of the project's applicant.
- f. If an exception to the eligibility requirement is a factor, a recitation of those exceptions with a description is necessary.
- g. The property owner agrees to pay City of New Bedford taxes and municipal invoices prior to the end of the fiscal year in which invoice for payment is received.

2. Term of the TIF Agreement:

- a. The standard length of the TIF Agreement shall be for 5 years. Extenuating circumstances, demonstrating a benefit to an articulated city community improvement objective, neighborhood revitalization strategy, and/or economic development goal may result in an extension of the TIF period.

- b. Standards to be applied in extending a TIF agreement beyond 5 years must include some or all of the following:
 - (1) Reuse of vacant Brownfield property.
 - (2) Jobs to be saved or retained exceed the minimum guidelines by 50% or more.
 - (3) The project is to be located in a distressed neighborhood as measurably defined through government standards (i.e. CDBG Target Neighborhood).
 - (4) There is a verifiable, written offer from another community which would render the five year TIF Agreement as non-competitive.
 - (5) The applicant's project shall convert a non-conforming property to a conforming property.
 - c. All applications must include detailed "but for" reasoning which is to explain how if it were not for assistance offered through this program, it could not reasonably be expected for the project to succeed.
- 3. All applications are reviewed initially by the New Bedford Economic Development Council, Inc., who may consult with others prior to presenting the application to the TIF Board for its vote. Once the application has been approved by the TIF Board and the TIF contract signed by the applicant, then the contract shall be presented to the City Council for its vote to approve or disapprove the contract. Following an affirmative City Council vote, the Mayor shall execute the TIF contract on behalf of the City of New Bedford. All projects are subject to final approval by the E.A.C.C.
 - 4. All TIF agreements shall contain grounds for revocation of the agreement by the City. These grounds shall include, but not be limited to, violation of the terms of the agreement, nonpayment of real estate taxes and to the City and non-compliance with targeted job creation projections.
 - 5. TIF agreements will not be entered into for investments that have already been made as of date of the agreements and are for prospective investments only.
 - 6. At the City's discretion, TIF Agreements may also provide for a repayment of the difference between the total amount of tax which would have been due without the TIF and what was due with the TIF in the event the TIF agreement is revoked and the project decertified. This difference will become immediately due and payable as a "payment in lieu of taxes".
 - 7. The Company shall submit annual written reports on Job creation, job retention, and new investments at the Property to City of New Bedford Board of Assessors, Mayor, and the New Bedford Economic Development Council by the end of July of each year with respect to the immediately preceding fiscal year during which a TIF Agreement is in effect.
 - 8. The City reserves the right to alter these guidelines from time to time or at anytime, in the best interests of the City of New Bedford.



City of New Bedford

Tax Increment Financing Board

Jonathan E. Mitchell, Mayor

TIF/STA - Active Certified Projects

Certified Projects	Agmt Type	Years	Assessment Schedule	Prvt. Invest. Agmt.	Prvt. Invest. To Date	Jobs Created / Agmt.	Jobs Retained/ Agmt.	Jobs Created To Date	Jobs Retained To Date	Jobs Held By NB	Status Of Agmt.
FY2020											
Plumber's Supply Company	TIF	15	95-95-95-90- 80-70-60-50- 40-30-20-15-5- 5-5	\$18,000,000	\$7,788,505	7	43	5	43	170	Last Reported FY2018
429 Church St											
Parcel(s): 114-03											
FY2019											
Northern Wind, Inc.	TIF	10	95-90-85-65- 55-45-35-15- 10-5	\$8,400,000		15	100	0	0	0	NEW
50 Hassey St.											
Parcel(s): 37-329											
Subtotals for FY 2020				\$26,400,000	\$7,788,505	22	143	5	43	170	
FY2019											
Quality Custom Packing, Inc.	STA	5	100-75-50-25-0	\$1,400,000	\$1,574,000	40	1	8	1	9	Last Reported FY2018
25 Wright											
Parcel(s): 31-268											
Ocean Fleet Fisheries, Inc.	STA	5	100-75-50-25-0	\$1,700,000	\$1,592,000	19	6	0	6	0	Last Reported FY2017
20 Blackmer Street											
Parcel(s): 25A - 46											
Subtotals for FY 2019				\$3,100,000	\$3,166,000	59	7	8	7	9	



**New Bedford
Economic Development Council**

Open for Business!

1213 Purchase Street
2nd Floor
New Bedford, MA 02740
www.nbedc.org

January 29, 2020

Mr. Dennis Saluti
Quality Custom Packing, Inc.
25 Wright Street
New Bedford, MA 02740

RE: STA Compliance Review – Parcel 31-268

Dear Mr. Saluti,

As part of our annual review of the City's Tax Increment Financing (TIF) Program, we review each file for compliance with the reporting, investments and jobs as required per the TIF agreement.

Based on your last report submitted for 2018, we can see that your investments of \$904,000 exceeds the required investment of \$900,000, however you have not yet met the requirement to create 21 new jobs with the reporting of 5 jobs being created to date. You may have met your job requirements in 2019, however you have not yet filed the 2019 report. We would ask that you take a few minutes to submit your 2019 report as soon as possible.

Please contact Nancy Durant, our Lending and Compliance Specialist should you have any questions or concerns. Ms. Durant can be reached at 508-971-0223 or 508-991-3122 Ext. 119.

Yours truly,

Ramon Silva
Director of Financial Incentives
Senior Lending Officer



Item Title:

REPORT - FEASIBILITY OF RENT REBATE PROGRAM IN NEW BEDFORD- NO FURTHER ACTION

Item Detail:

6. REPORT, Committee on Finance, recommending to the City Council to take “**NO FURTHER ACTION**” on the WRITTEN MOTION, Councillors Abreu, Giesta, Dunn, Lopes, Lima and Markey, requesting that the Committee on Finance, a Representative of the Mayor’s Office, Chief Financial Officer Sky and a Representative of the Economic Development Council discuss the feasibility of implementing a “rent rebate” program, which has helped revitalize economic development in other gateway cities throughout the Commonwealth of Massachusetts; the program would entitle qualifying business owners moving into vacant storefront/buildings a partial rent rebate in both their first and second years of operation to help them get started, the City would accept applications for consideration of locations all throughout New Bedford, there would be a priority focus on development in the north, south and west-end Mixed-Use Business districts.

6a. WRITTEN MOTION, Councillors Abreu, Giesta, Dunn, Lopes, Lima and Markey, requesting that the Committee on Finance, a Representative of the Mayor’s Office, Chief Financial Officer Sky and a Representative of the Economic Development Council discuss the feasibility of implementing a “rent rebate” program, which has helped revitalize economic development in other gateway cities throughout the Commonwealth of Massachusetts; the program would entitle qualifying business owners moving into vacant storefront/buildings a partial rent rebate in both their first and second years of operation to help them get started, the City would accept applications for consideration of locations all throughout New Bedford, there would be a priority focus on development in the north, south and west-end Mixed-Use Business districts. (Referred to the Committee on Finance - April 26, 2018.)

Additional Information:

ATTACHMENTS:

Description	Type
▣ REPORT - Rent Rebate Program - New Bedford Businesses NO FURTHER ACTION	Cover Memo



City of New Bedford
IN COMMITTEE

November 12, 2020

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 Monday, October 19, 2020, considered a WRITTEN MOTION, Councillors Abreu, Giesta, Dunn, Lopes, Lima and Markey, requesting that the Committee on Finance, a Representative of the Mayor's Office, Chief Financial Officer Sky and a Representative of the Economic Development Council discuss the feasibility of implementing a "rent rebate" program, which has helped revitalize economic development in other gateway cities throughout the Commonwealth of Massachusetts; the program would entitle qualifying business owners moving into vacant storefront/buildings a partial rent rebate in both their first and second years of operation to help them get started, the City would accept applications for consideration of locations all throughout New Bedford, there would be a priority focus on development in the north, south and west-end Mixed-Use Business districts. (To be Referred to the Committee on Finance.) (Ref'd 04/26/18) (05/16/18-Chair to create a subcommittee to discuss feasibility of a rent rebate program; tabled) (06/20/18-tabled 60 days)

On motion by Councillor Lopes and seconded by Councillor Giesta, the Committee VOTED: To recommend to the City Council to take "No Further Action" on the WRITTEN MOTION, Councillors Abreu, Giesta, Dunn, Lopes, Lima and Markey, requesting that the Committee on Finance, a Representative of the Mayor's Office, Chief Financial Officer Sky and a Representative of the Economic Development Council discuss the feasibility of implementing a "rent rebate" program, which has helped revitalize economic development in other gateway cities throughout the Commonwealth of Massachusetts; the program would entitle qualifying business owners moving into vacant storefront/buildings a partial rent rebate in both their first and second years of operation to help them get started, the City would accept applications for consideration of locations all throughout New Bedford, there would be a priority focus on development in the north, south and west-end Mixed-Use Business districts. This motion passed on a voice vote.

IN COMMITTEE ON FINANCE

Linda M. Morad
Councillor Linda M. Morad, Chairperson

LMM: dmb



CITY OF NEW BEDFORD

CITY COUNCIL

April 26, 2018

WRITTEN MOTION

Requesting that the Committee on Finance, a Representative of the Mayor's Office, Chief Financial Officer Sky and a Representative of the Economic Development Council discuss the feasibility of implementing a "rent rebate" program, which has helped revitalize economic development in other gateway cities throughout the Commonwealth of Massachusetts; the program would entitle qualifying business owners moving into vacant storefront/buildings a partial rent rebate in both their first and second years of operation to help them get started, the City would accept applications for consideration of locations all throughout New Bedford, there would be a priority focus on development in the north, south and west-end Mixed-Use Business districts. (To be Referred to the Committee on Finance.)

Ian Abreu, Councillor at Large

Maria Giesta, Councillor Ward Two

Hugh Dunn, Councillor Ward Three

Joseph P. Lopes, Councillor Ward Six

Scott J. Lima, Councillor Ward Five

Brad Markey, Councillor Ward One



Item Title:

REPORT - TAUNTON'S RENT REBATE PROGRAM APPLICANT GUIDELINES - NO FURTHER ACTION

Item Detail:

7. REPORT, Committee on Finance, recommending to the City Council to take “**NO FURTHER ACTION**” on the COMMUNICATION, Councillor Abreu, submitting a copy of the City of Taunton’s Rent Rebate Program Applicant Guidelines.

7a. COMMUNICATION, Councillor Abreu, submitting a copy of the City of Taunton’s Rent Rebate Program Applicant Guidelines. (Referred to the Committee on Finance - April 26, 2018.)

Additional Information:

ATTACHMENTS:

Description	Type
□ REPORT - Taunton's Rent Rebate Program Applicant Guidelines NO FURTHER ACTION	Cover Memo



City of New Bedford
IN COMMITTEE

November 12, 2020

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 Monday, October 19, 2020, considered a COMMUNICATION, Councillor Abreu, submitting a copy of the City of Taunton's Rent Rebate Program Applicant Guidelines. (To be Referred to the Committee on Finance.) (Ref'd 04/26/18) (05/16/18-Chair to create a subcommittee to discuss feasibility of a rent rebate program; tabled) (06/20/18-tabled 60 days)

On motion by Councillor Lopes and seconded by Councillor Giesta, the Committee VOTED: To recommend to the City Council to take "No Further Action" on the COMMUNICATION, Councillor Abreu, submitting a copy of the City of Taunton's Rent Rebate Program Applicant Guidelines. This motion passed on a voice vote.

IN COMMITTEE ON FINANCE

Linda M. Morad
Councillor Linda M. Morad, Chairperson

LMM: dmb



Mayor Thomas C. Hoye, Jr.

DOWNTOWN TAUNTON RENT REBATE PROGRAM

APPLICANT GUIDELINES

PROGRAM PURPOSE:

The Rent Rebate Program is designed to help facilitate the establishment of small businesses within Taunton's Downtown Business District. The program allows the City of Taunton's Office of Economic and Community Development (OECD) to provide rental assistance that is intended to help small businesses locating into **vacant** storefronts and upper floor spaces during the first two years of operation by reducing the cost of overhead expenses.

PROGRAM BENEFITS:

The Downtown Taunton Rent Rebate Program provides commercial rent subsidies for a two year period. The first year subsidy is up to \$5.00 per square foot, the second year up to \$2.50 per square foot. The maximum total subsidy per business is \$5,000 the first year and \$2,500 the second year. This is a reimbursement program and documented rent payments will be reimbursed on a monthly basis.

DESIGNATED AREA and LOCATION:

Eligible businesses must locate within currently vacant storefront or upper floor space within the designated area within Downtown Taunton. (The map included as part of these guidelines will serve as the official boundaries for program eligibility).

ELIGIBLE BUSINESSES AND CONDITIONS:

Businesses eligible for this program must be "for profit" businesses new to Downtown Taunton. Businesses currently located in the downtown area moving from one location to another location in the same downtown area are not eligible.

The business must have an executed multi-year (2 year minimum) lease with an acceptable market or below market monthly lease rate. Occupancy must occur within 30 days of application approval, unless otherwise authorized in writing by OECD.

The rental space must be in compliance with all federal, state and local building, fire, health, and zoning codes and regulations.

Payments will cease if tenant discontinues the business, moves the business, purchases the building, or fails to comply with any and all building, fire, health or zoning codes or regulations applicable to the business.

The landlord must be current in all municipality applied taxes, utility bills or loans. Payments will cease if the landlord fails to be current with payments for property taxes, water and sewer bills, assessments, or city sponsored loan programs.

The rent charged by the landlord for the new tenant cannot be higher than the previous rent charged unless more than one year has elapsed since the space was occupied and the landlord can demonstrate that the new rent is the market rent.

The landlord cannot be the Tenant/Applicant.

SELECTION CRITERIA:

The Rent Rebate Program is intended to target and recruit new businesses that provide a significant enhancement to the Downtown Taunton Business District. Applicants for the Rent Rebate Program will be evaluated by the City's Office of Economic and Community Development staff on the following criteria:

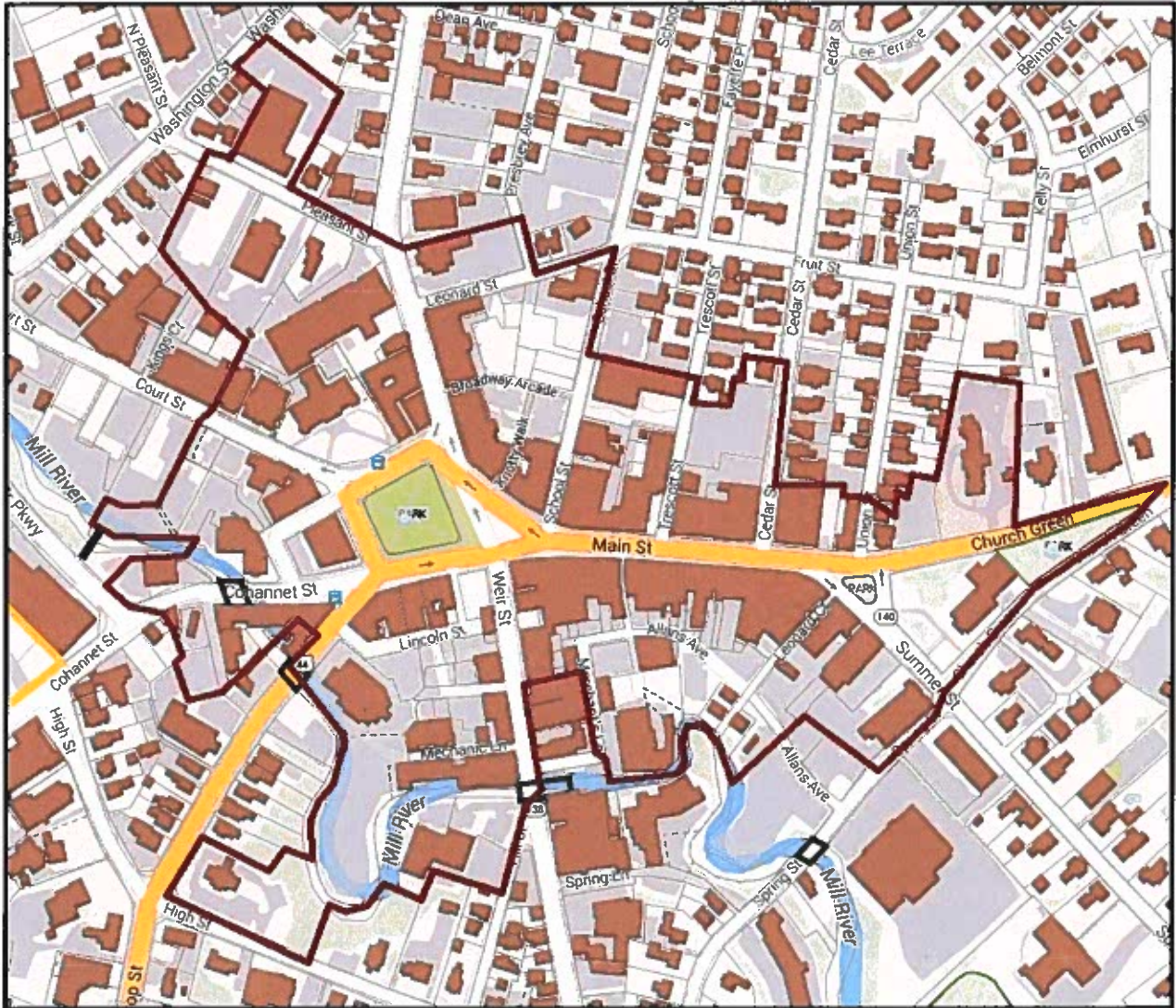
- Degree to which the business provides an economic and added value to Downtown Taunton
- The business compliments other businesses in downtown
- Potential long-term viability
- Hours of operation
- Investment of business owner
- Jobs created
- Extent of customer base
- Square footage of rental space

All applications for the Rent Rebate Program will be considered on the degree to which they meet the selection criteria and on the **availability of program funds**. Funding is available on applications that are **complete** in meeting all criteria and on a "first come-first serve" basis. OECD reserves the sole authority to approve or disapprove applications based on what it views to be in the best interest of the City.

The Rent Rebate Program will be effective as of March 1, 2016.

For further information contact the City of Taunton's Office of Economic and Community Development at 45 School Street Taunton, Massachusetts 02780, (508) 821-1030.

Downtown Taunton Rent Rebate Program Area*



*The Program Area is the BID District.

Date Received in OECD _____

City of Taunton
Downtown Rent Rebate Program
Part A – Business Owner Application

Instructions:

Complete all items carefully and accurately to the best of your knowledge and return to:

Kevin Shea
Office of Economic and Community Development
45 School Street
Taunton, MA 02780

1. Applicant and Property Owner Information

Applicant Name (Business Owner) _____

Applicant Mailing Address _____

Telephone Numbers _____

E-Mail _____

Property Owner(s) Name _____

Property Owners Mailing Address _____

Telephone Numbers _____

E-mail _____

2. Business and Financial Information

Name of Business _____

Business Website Address _____

Business Street Address _____

% First Floor % 2nd Floor

Name of Contact Person _____

Position Title _____

Phone & E-mail _____

Type of Business (Check all that apply)

- ☐ Sole Proprietorship
☐ LLC-Limited Liability Co.
☐ Partnership No. of Partners _____
☐ Cooperative
☐ Start-UP
☐ Expansion of Existing (additional site)
☐ Take Over of an Existing Business and Relocation to this Site
☐ Other _____

Do you have previous experience running a business? ☐ Yes ☐ No

Was your business previously located in Taunton? ☐ Yes ☐ No

If **Yes**, where was the business located, How long were you there and what were the reasons for the move?

Type of Products or Services _____

Days and Hours of Operation:

Days Open _____
Hours Open _____

Employment Data:

Full Time Staff (Include self) _____
Part Time Staff _____
Casual _____

Business Owner's Investment Data:

Space Improvements \$ _____
Equipment & Display \$ _____
Product Stock (For Opening) \$ _____
Marketing (First 6 Months) \$ _____

Sources of Funding:

Total Estimated Cost to Open \$ _____
Funds Invested by Owner \$ _____
Other Sources of Funding \$ _____
Name of other financing sources and amounts (e.g. Citizens Bank - \$35,000)

Total amount of Square Feet occupied and leased by business _____ Sq. Ft.

Term of Lease: _____ yrs.

Term Options: % Yes _____ yrs. % No

Rental Rate: \$ _____ Per Month \$ _____ Per Square Foot

Identify other Monthly Charges: _____

Indicate any rate increase: _____

Explain how your business will benefit and enhance the area in which you are locating and how your business will complement other business within the area:

3. Lease

A signed copy of the lease is required with this application. (Please note that OECD will grant a conditional, pre-approval letter for a period of 15 days, contingent upon final execution of an acceptable lease).

4. Certification

The undersigned certifies that the above information provided herein is true and accurate.

Printed Name of Principal Owner

Signature

Date

Date Received in OECD _____

**City of Taunton
Downtown Rent Rebate Program
Part B – Property Owner/Landlord Application**

Instructions:

Complete all items carefully and accurately to the best of your knowledge and return to:

Kevin Shea
Office of Economic and Community Development
45 School Street
Taunton, MA 02780

1. Property Owner/Landlord Information

Property Owner(s)/Landlord's Name _____

Property Owners Mailing Address _____

Telephone Numbers _____

E-mail _____

Name of Business _____

Business Owner's Name _____

Business Address (Leased premises) _____

Does the business owner or the business have any relationship to the property owner/landlord? % No % Yes, Please explain

2. Site & Lease Information

Total amount of Square Feet occupied and leased by business _____ Sq. Ft.

Term of Lease: _____ yrs.

Term Options: % Yes _____ yrs. % No

Rental Rate: \$ _____ Per Month \$ _____ Per Square Foot

Identify other Monthly Charges: _____

Indicate any rate increase: _____

Is the subject space currently vacant? % Yes % No

How long has the space been vacant? _____ months

Name of Previous Tenant: _____

Previous rental rate: \$ _____ Per Month \$ _____ Per Square Foot

Explain how your business will benefit and enhance the area in which you are locating and how your business will complement other business within the area:

3. Certifications

Are all real estate and personal property taxes due the City of Taunton paid in full?

Subject Property: % Yes % No (Please explain on supplemental sheet)

Other Properties: % Yes % No % N/A

Are all Taunton water and sewer bills due paid in full?

Subject Property: % Yes % No (Please explain on supplemental sheet)

Other Properties: % Yes % No % N/A

Are all Business Improvement District (BID) fees paid to date (if applicable)?

Subject Property: % Yes % No (Please explain on supplemental sheet)

Other Properties: % Yes % No % N/A

Are you involved in any litigation with the City of Taunton?

Subject Property: % Yes % No (Please explain on supplemental sheet)

Other Properties: % Yes % No % N/A

Is the property in compliance with all applicable City Building Codes and Zoning Requirements?

Subject Property: % Yes % No (Please explain on supplemental sheet)

Other Properties: % Yes % No % N/A

Notices: If the business owner is approved for this program, authorized payment will be made directly to the landlord and to the landlord's address identified on the lease. Please submit a copy of the signed lease with this application.

The undersigned certifies that the above information provided herein is true and accurate.

Printed Name of Property Owner

Signature

Date



Item Title:

REPORT - ABC DISPOSAL GARBAGE AND RECYCLE PICKUP - NO FURTHER ACTION


Item Detail:

8. REPORT, Committee on Finance, recommending to the City Council to take “**NO FURTHER ACTION**” on the WRITTEN MOTION, Council President Lopes, requesting that a Representative from ABC Disposal attend the next Committee on Finance meeting to discuss issues with garbage and recycling pickup.

8a. WRITTEN MOTION, Council President Lopes, requesting that a Representative from ABC Disposal attend the next Committee on Finance meeting to discuss issues with garbage and recycling pickup. (Referred to the Committee on Finance - June 11, 2020.)

Additional Information:

ATTACHMENTS:

Description	Type
 REPORT - ABC Disposal Garbage and Recycling Pickup NO FURTHER ACTION	Cover Memo



City of New Bedford
IN COMMITTEE

November 12, 2020

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 Monday, October 19, 2020, considered a WRITTEN MOTION, Council President Lopes, requesting that a Representative from ABC Disposal attend the next Committee on Finance meeting to discuss issues with garbage and recycling pickup. (To be Referred to the Committee on Finance, Director of Facilities and Fleet Management and the City Solicitor.) (Ref'd 06/11/2020) (06/22/2020 – tabled 30 days) (Due to the fact that the City is currently litigating certain issues with ABC Disposal, the possibility exists that information related to this particular matter may need to be provided in Executive Session if it is determined that public disclosure of the information could jeopardize the City's litigating position.)

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 WRITTEN MOTION, Council President Lopes, requesting that a Representative from ABC Disposal attend the next Committee on Finance meeting to discuss issues with garbage and recycling pickup. This motion passed on a voice vote.

IN COMMITTEE ON FINANCE

Linda M. Morad
Councillor Linda M. Morad, Chairperson

LMM: dmb



CITY OF NEW BEDFORD

CITY COUNCIL

June 11, 2020

WRITTEN MOTION

Requesting that a Representative from ABC Disposal attend the next Committee on Finance meeting to discuss issues with garbage and recycling pickup. (To be Referred to the Committee on Finance, Director of Facilities and Fleet Maintenance and the City Solicitor.)

Joseph P. Lopes, City Council President



Item Title:

WRITTEN MOTION - CORONAVIRUS VACCINE

Item Detail:

9. WRITTEN MOTION, Council President Lopes, requesting the Board of Health Director Damon Chaplin provide the Committee on Appointments and Briefings with a briefing on the City's ability to distribute a coronavirus vaccine to its residents, once one has been developed and approved by the FDA. (To be Referred to the Committee on Appointments and Briefings.)

Additional Information:



Item Title:

WRITTEN MOTION - AMEND EXISTING SCOOTER REQUIREMENTS

Item Detail:

10. WRITTEN MOTION, Council President Lopes and Councillor Gomes, requesting that the State Legislative Delegation amend the existing Scooter requirements from 50cc to 40cc; and further, that all vehicles over 40cc require a Massachusetts Driver's License and Compulsory Insurance.

Additional Information:



Item Title:

DEMOLITION REVIEW - 1489 MORTON AVENUE - MAP 136A/LOT 804

Item Detail:

11. COMMUNICATION/DEMOLITION, Anne Louro, Preservation Planner, to City Council, re: BUILDING DEMOLITION REVIEW –1489 Morton Avenue (Map 136A/Lot 804) circa 1940 one and one half story wood-framed residential building, the structure is not located in a National Register Historic District; the structure is of no notable historic significance either recorded or found with the existing condition of the structure; therefore, **in light of these findings, the Preservation Planner has determined that the building at 1489 Morton Avenue is neither a Historically Significant nor a Preferably Preserved Structure.**

Additional Information:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> COMMUNICATION/DEMOLITION REVIEW,	Cover Memo



PLANNING DIRECTOR
TABITHA HARKIN

CITY OF NEW BEDFORD DEPARTMENT OF CITY PLANNING

133 William Street • Room 303 • New Bedford, MA 02740
508-979-1488 • www.newbedford-ma.gov

HISTORICAL COMMISSION

MEMORANDUM

TO: New Bedford City Council

FROM: Anne Louro, Preservation Planner

DATE: October 30, 2020

RE: **BUILDING DEMOLITION REVIEW**
1489 Morton Avenue (Map 136A, Lot 804)
Circa 1940, one and one-half story wood-framed residential building.

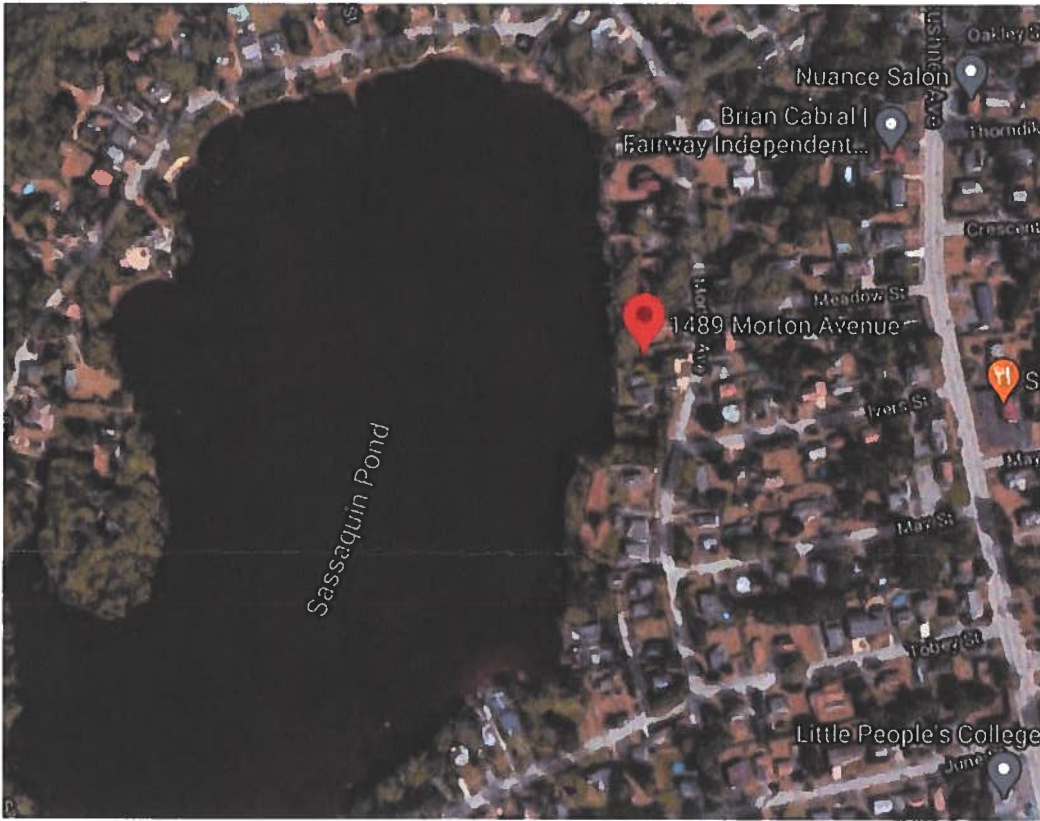
In accordance with the requirements of the New Bedford City Code, Article XI, Section 2-157 Demolition of Buildings, the Preservation Planner, designated to act on behalf of the New Bedford Historical Commission, has examined the structure located at the above-captioned site in order to determine its historical significance and whether it is in the public interest to preserve such structure.

Having reviewed the application for demolition I offer the following findings and recommendation in this matter to the New Bedford City Council:

- The structure is not located within a National Register Historic District.
- The structure is of no notable historic significance either recorded or found with the existing condition of the structure.

In light of these findings, the Preservation Planner has determined that the building at 1489 Morton Avenue is neither a Historically Significant nor a Preferably Preserved Structure.

cc: Marc Frey, Property Owner
Councillor Brad Markey, Ward One City Councillor
Department of Inspectional Services
New Bedford Historical Commission



1489 Morton Ave – Locus Map



1489 Morton Avenue



Item Title:

COMMUNICATION - PLANNING BOARD - EXISTING GLASS, PLASTIC RECYCLING AND PROCESSING FACILITY - 100 DUCHAINE BLVD.

Item Detail:

12. COMMUNICATION, Councillor Morad, submitting a copy of a letter sent to the Members of the Planning Board in opposition to an item on the October 28th Planning Board meeting regarding the expansion of an existing glass and plastic recycling and processing facility at 100 Duchaine Boulevard. (To be Received and Placed on File.)

Additional Information:

ATTACHMENTS:

Description	Type
COMMUNICATION,	Cover Memo



City of New Bedford

Office of City Council

133 William Street • New Bedford, Massachusetts 02740

(508) 979-1455 • Fax: 508-979-1451

Linda M. Morad

Councillor at Large
City Council President
2016, 2018 & 2019

October 26, 2020

City of New Bedford Planning Board
Chairperson Kathryn Duff
133 William Street
New Bedford, MA 02740

Reference: Planning Board Meeting Agenda of October 28, 2020
Case 20-26 – 100 Duchaine Boulevard – continued agenda item

Dear Chairperson Duff and Members of the Planning Board:

I am writing in reference to the above referenced Case 20-26, which was continued from the September 30, 2020 Planning Board agenda. This item is scheduled to be heard by the Planning Board on Wednesday, October 28, 2020. Unfortunately, I am not able to attend the meeting due to a prior commitment scheduled for the same date and time. I would however like to once again state on the record my opposition to Case 20-26, which requests approval for the expansion of an existing glass and plastics recycling and processing facility at 100 Duchaine Boulevard, located in the New Bedford Business Park.

It is well documented that the current operation of this business has significantly affected the quality of life of the residents residing in the immediate neighborhood. The dirtiness of this business, the noise, smell, traffic concerns, hours of operation and disregard for the general surrounding neighborhoods have all been eloquently communicated to this Board by the neighbors that continue to attend any meeting associated with this project to voice their concerns. In my opinion the Planning Board has an obligation to address the neighborhood concerns and uphold the quality of life in this neighborhood versus rushing to approve a project that is one phase of a planned multi-phased expansion.

The Planning Board, prior to any approval, should understand how noise and smell generated by this dirty business will be contained, limit the hours of operation, to include not only the time of day but to eliminate any operation on Saturday and Sunday. The surrounding property owners, some of the highest paying taxpayers in our City, should not be subjected to a noisy, smelly, 24/7 operation in their residential neighborhood. I understand that this is an as of right use request, however the Planning Board has an obligation to condition any approval in a way that protects quality of life of neighborhoods, not just generate new tax revenue for the City.

The Planning Board should understand and address, via an unbiased traffic study, how trucks will be controlled in accessing this facility and how the safety of the surrounding neighborhood will be protected from the increased heavy truck traffic that is sure to be the result of the expansion of the current operation.

This is a major issue that this Board has not addressed in any way and for which you have responsibility. Further, approval by the Planning Board, must be structured so that in the future, should it be determined that any truck traffic generated to or from this facility is found to be utilizing the residential roadway known as Phillips Road, an immediate cease and desist be issued and the company appear back before the Planning Board where further restrictions, penalties and fines will be considered and assessed.

Also, I have serious concerns in approving any expansion of this project in phases knowing the future intentions of this company which are well documented and on record. The Planning Board should only review this project in its entirety and should not be approving this phased approach to expansion and ultimate change of core operation.

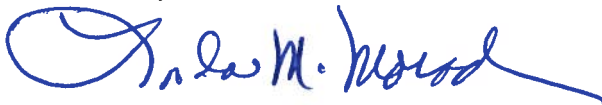
Additionally, several of the business owners in the New Bedford Business Park have voiced their concern regarding the negative image the business operation at 100 Duchaine Boulevard has on what is known as the premier 'Business Park' in Southeastern Massachusetts. Trucks hauling glass and plastics and leaking smelly liquids on the access roads don't promote an image of a 'Business Park' nor add value to the beautiful properties maintained by the other park businesses. I would have hoped that the New Bedford Industrial Foundation, overseers of the New Bedford Business Park, would also have voiced concerns about these issues. Unfortunately, they have left this responsibility to the members of the Planning Board. And therefore not only is it your responsibility to protect the residential taxpayers in the surrounding neighborhoods, it now becomes your responsibility to also protect the property owners and commercial taxpayers in the New Bedford Business Park.

For these reasons, and so many more, I implore you, the members of the New Bedford Planning Board to continue your approval of this expansion project until such time as all the issues are addressed, the traffic and environmental studies have been completed and you have put in place the safeguards and regulations that will protect the residential neighborhoods and adjacent business operations within the New Bedford Business Park.

Kindly read this letter into the record of the Planning Board meeting to make those in attendance and the general public aware of my strong opposition to your approval tonight of the expansion of the operation as described in Case 20-26 and the business currently conducted at 100 Duchaine Boulevard.

Thank you in advance for your attention to this correspondence and for action in helping me to protect the residents of the north end and the current business operators in the New Bedford Business Park.

Sincerely,



Linda M. Morad
Councillor At Large

xc: Ward 1 City Councillor William Markey
Greater New Bedford Industrial Foundation, Board Chair Elizabeth Isherwood



Item Title:

COMMUNICATION - ON PREMISE LIQUOR LICENSE FEE REDUCTION BY 25%

Item Detail:

13. COMMUNICATION, Council President Lopes, submitting a copy of an email and spreadsheet from Nicholas Nanopoulos, Licensing Board, to Liquor License Holders, regarding the reduction of all on premise liquor license fees by 25%. (To be Received and Placed on File.)

Additional Information:

ATTACHMENTS:

Description	Type
☐ COMMUNICATION,	Cover Memo

From: Nicholas Nanopoulos <NNanopoulos@newbedford-ma.gov>
Date: October 29, 2020 at 9:00:04 AM EDT
To: Nicholas Nanopoulos <NNanopoulos@newbedford-ma.gov>
Subject: LIQUOR LICENSE FEES

Good Morning All-

I hope you all are staying safe and healthy!

I am pleased to announce this morning that the Mayor has authorized the Licensing Board to **reduce all on premise liquor license fees by 25 %**. This applies only to your liquor license and is only being extended to on premise licensees. This does not apply to off premise licensees (package stores).
See Attached Price Chart.

Just a reminder regarding renewals, our renewal packets went out last Thursday, you should all have received them by now. **All renewals must be signed in November without exception.** It should be noted that City Hall will only be open 17 days in November due to weekends and holidays, so please come in as early as you can to ensure that all renewals are signed in a timely matter. **Signed in November....Pay In December!**

I will be e-mailing additional renewal information out tomorrow, so please check your emails.
Should you have any questions or have not received your packets (most were mailed to your establishment unless you gave us a different mailing address.)

Respectfully Submitted.
Nick N.

	A	B	C	D	E
1	2021 LICENSE FEE REDUCTION SCHEDULE				
2					
3	<u>LICENSE CLASS</u>	<u># OF LICENSES</u>	<u>LICENSE FEE</u>	<u>2021 FEE LESS 25%</u>	
4	INNHOLDER	2	\$4,600.00	\$3,450.00	
5	CVAA (REST)	84	\$3,050.00	\$2,288.00	
6	CV W & M (6 DAY)	2	\$1,800.00	\$1,350.00	
7	CV W & M (7 DAY)	18	\$1,900.00	\$1,425.00	
8	GOP AA	15	\$3,100.00	\$2,325.00	
9	CLUBS	24	\$2,400.00	\$1,800.00	
10					
11	TOTALS	145	XXXXXX	XXXXXX	
12					



Item Title:

COMMUNICATION - RETURNED UNSIGNED MOTION - REDUCE/PRORATE BY 25%
ALCOHOL LICENSE, WINE&MALT LICENSE & VICTUALER & ENTERTAINMENT LICENSE
FOR FY2021

Item Detail:

14. COMMUNICATION, Councillor Morad, submitting a copy of a motion from the October 22nd City Council Meeting, submitted by Council President Lopes and Councillor Abreu, that Mayor Mitchell RETURNED UNSIGNED on November 10, 2020, requesting that the Mitchell Administration agree to prorate and/or reduce by 25% renewal fees for on-site all alcohol license, on-site wine and malt license and associated common victualer and entertainment licenses for Fiscal Year 2021. (Copy all Councillors – November 10, 2020.)

Additional Information:

ATTACHMENTS:

Description	Type
RETURNED UNSIGNED MOTION,	Cover Memo



CITY OF NEW BEDFORD

CITY COUNCIL

October 22, 2020

WRITTEN MOTION

Requesting that the Mitchell Administration agree to prorate and/or reduce by twenty five percent (25%) renewal fees for on-site all alcohol licenses, on-site wine and malt licenses, and associated common victualer licenses and entertainment licenses for Fiscal Year 2021.

Joseph P. Lopes, City Council President

Ian Abreu, Councillor at Large

IN CITY COUNCIL, October 22, 2020

Adopted – Yeas 11, Nays 0.

Presented to the Mayor for approval October 26, 2020.

RETURNED UNSIGNED November 10, 2020.

a true copy attests

City Clerk

Dennis W. Farias, City Clerk

Dennis W. Farias, City Clerk



Item Title:

NO ITEMS ON THIS AGENDA.

Item Detail:

NO ITEMS ON THIS AGENDA.

Additional Information: