



ENGINEERING A BETTER TOMORROW

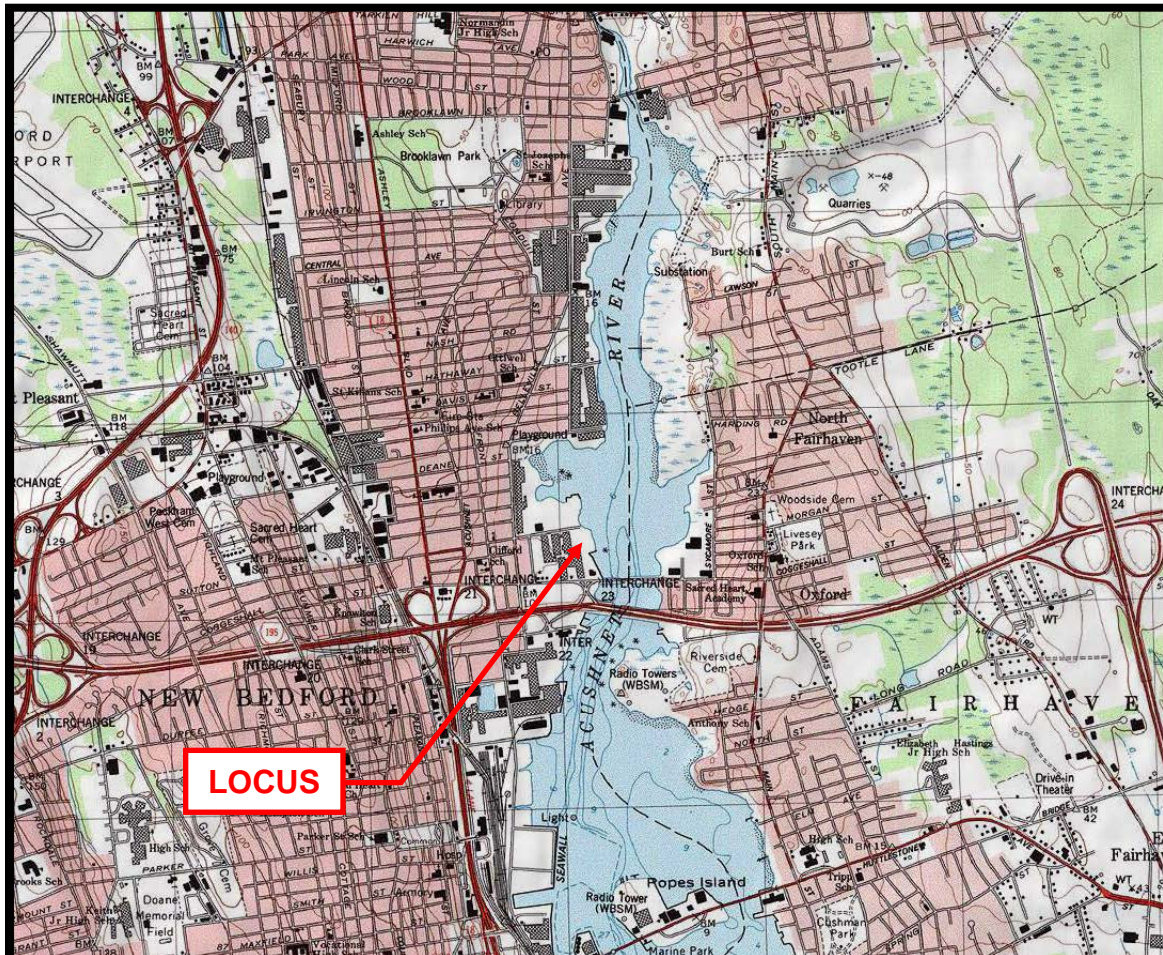
ENGINEERING | SITE WORK | LAND SURVEYING

NOTICE OF INTENT

April 5, 2018

Riverwalk Restoration Project
Acushnet River
Segment 1

ASSESSORS MAP 93-2 LOTS 263 & 265
NEW BEDFORD, MASSACHUSETTS



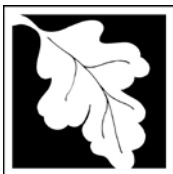
PREPARED FOR:

City of New Bedford
133 William Street
New Bedford, MA 02740

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NOTICE OF INTENT (WPA FORM 3)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 3 – Notice of Intent

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

Document Transaction Number

New Bedford

City/Town

Important:

When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



Note:
Before completing this form consult your local Conservation Commission regarding any municipal bylaw or ordinance.

A. General Information

1. Project Location (**Note:** electronic filers will click on button to locate project site):

Sawyer Street

a. Street Address

New Bedford

b. City/Town

02746

c. Zip Code

Latitude and Longitude:

41° 39' 28.4328"

d. Latitude

-70° 55' 10.3254"

e. Longitude

93-2

f. Assessors Map/Plat Number

263 & 265

g. Parcel /Lot Number

2. Applicant:

a. First Name

City of New Bedford

c. Organization

133 William Street

d. Street Address

New Bedford

e. City/Town

MA

f. State

02740

g. Zip Code

508-991-6188

h. Phone Number

508-961-3045

i. Fax Number

michele.paul@newbedford-ma.gov

j. Email Address

3. Property owner (required if different from applicant): ☒ Check if more than one owner

see attached list of owners per parcel

a. First Name

b. Last Name

c. Organization

d. Street Address

e. City/Town

f. State

g. Zip Code

h. Phone Number

i. Fax Number

j. Email address

4. Representative (if any):

Stevie

a. First Name

Carvalho

b. Last Name

Farland Corp.

c. Company

401 County Street

d. Street Address

New Bedford

e. City/Town

MA

f. State

02740

g. Zip Code

508-717-3479

h. Phone Number

508-717-3481

i. Fax Number

scarvalho@farlandcorp.com

j. Email address

5. Total WPA Fee Paid (from NOI Wetland Fee Transmittal Form):

Exempt

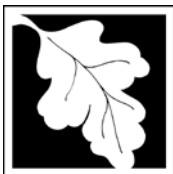
a. Total Fee Paid

Exempt

b. State Fee Paid

Exempt

c. City/Town Fee Paid



WPA Form 3 – Notice of Intent

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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A. General Information (continued)

6. General Project Description:

Riverwalk restoration along the western bank of the Acushnet River consisting of a 6' wide bituminous concrete walkway, site furnishings, native plantings and removal of invasive species.

7a. Project Type Checklist: (Limited Project Types see Section A. 7b.)

- | | |
|---|---|
| 1. <input type="checkbox"/> Single Family Home | 2. <input type="checkbox"/> Residential Subdivision |
| 3. <input type="checkbox"/> Commercial/Industrial | 4. <input type="checkbox"/> Dock/Pier |
| 5. <input type="checkbox"/> Utilities | 6. <input type="checkbox"/> Coastal engineering Structure |
| 7. <input type="checkbox"/> Agriculture (e.g., cranberries, forestry) | 8. <input type="checkbox"/> Transportation |
| 9. <input checked="" type="checkbox"/> Other | |

7b. Is any portion of the proposed activity eligible to be treated as a limited project (including Ecological Restoration Limited Project) subject to 310 CMR 10.24 (coastal) or 310 CMR 10.53 (inland)?

1. ☐ Yes ☒ No If yes, describe which limited project applies to this project. (See 310 CMR 10.24 and 10.53 for a complete list and description of limited project types)

2. Limited Project Type

If the proposed activity is eligible to be treated as an Ecological Restoration Limited Project (310 CMR 10.24(8), 310 CMR 10.53(4)), complete and attach Appendix A: Ecological Restoration Limited Project Checklist and Signed Certification.

8. Property recorded at the Registry of Deeds for:

Bristol

a. County

9874 (Lot 263) 4995 (Lot 265)

c. Book

b. Certificate # (if registered land)

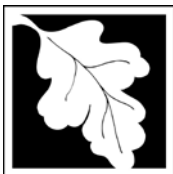
347 (Lot 263) 254 (Lot 265)

d. Page Number

B. Buffer Zone & Resource Area Impacts (temporary & permanent)

1. ☐ Buffer Zone Only – Check if the project is located only in the Buffer Zone of a Bordering Vegetated Wetland, Inland Bank, or Coastal Resource Area.
2. ☒ Inland Resource Areas (see 310 CMR 10.54-10.58; if not applicable, go to Section B.3, Coastal Resource Areas).

Check all that apply below. Attach narrative and any supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

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B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

For all projects affecting other Resource Areas, please attach a narrative explaining how the resource area was delineated.

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
a. <input type="checkbox"/> Bank	1. linear feet	2. linear feet
b. <input type="checkbox"/> Bordering Vegetated Wetland	1. square feet	2. square feet
c. <input type="checkbox"/> Land Under Waterbodies and Waterways	1. square feet	2. square feet
	3. cubic yards dredged	

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
d. <input type="checkbox"/> Bordering Land Subject to Flooding	1. square feet	2. square feet
	3. cubic feet of flood storage lost	4. cubic feet replaced
e. <input type="checkbox"/> Isolated Land Subject to Flooding	1. square feet	
	2. cubic feet of flood storage lost	3. cubic feet replaced
f. <input checked="" type="checkbox"/> Riverfront Area	Acushnet River (coastal)	
	1. Name of Waterway (if available) - specify coastal or inland	

2. Width of Riverfront Area (check one):

☒ 25 ft. - Designated Densely Developed Areas only

☐ 100 ft. - New agricultural projects only

☐ 200 ft. - All other projects

3. Total area of Riverfront Area on the site of the proposed project: 13,309
square feet

4. Proposed alteration of the Riverfront Area:

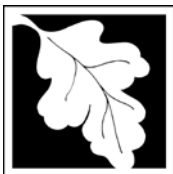
10,438
a. total square feet b. square feet within 100 ft. c. square feet between 100 ft. and 200 ft.

5. Has an alternatives analysis been done and is it attached to this NOI? ☒ Yes ☐ No

6. Was the lot where the activity is proposed created prior to August 1, 1996? ☒ Yes ☐ No

3. ☐ Coastal Resource Areas: (See 310 CMR 10.25-10.35)

Note: for coastal riverfront areas, please complete **Section B.2.f.** above.



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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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New Bedford

City/Town

B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

Check all that apply below. Attach narrative and supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.

Online Users:
Include your document transaction number (provided on your receipt page) with all supplementary information you submit to the Department.

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
a. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below	
b. <input type="checkbox"/> Land Under the Ocean	1. square feet 2. cubic yards dredged	
c. <input type="checkbox"/> Barrier Beach	Indicate size under Coastal Beaches and/or Coastal Dunes below	
d. <input type="checkbox"/> Coastal Beaches	1. square feet	2. cubic yards beach nourishment
e. <input type="checkbox"/> Coastal Dunes	1. square feet	2. cubic yards dune nourishment
	Size of Proposed Alteration	Proposed Replacement (if any)
f. <input type="checkbox"/> Coastal Banks	1. linear feet	
g. <input type="checkbox"/> Rocky Intertidal Shores	1. square feet	
h. <input type="checkbox"/> Salt Marshes	1. square feet	2. sq ft restoration, rehab., creation
i. <input type="checkbox"/> Land Under Salt Ponds	1. square feet 2. cubic yards dredged	
j. <input type="checkbox"/> Land Containing Shellfish	1. square feet	
k. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above 1. cubic yards dredged	
l. <input checked="" type="checkbox"/> Land Subject to Coastal Storm Flowage	22,039 1. square feet	

4. ☐ Restoration/Enhancement

If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.2.b or B.3.h above, please enter the additional amount here.

a. square feet of BVW

b. square feet of Salt Marsh

5. ☐ Project Involves Stream Crossings

a. number of new stream crossings

b. number of replacement stream crossings



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C. Other Applicable Standards and Requirements

- ☐ This is a proposal for an Ecological Restoration Limited Project. Skip Section C and complete Appendix A: Ecological Restoration Limited Project Checklists – Required Actions (310 CMR 10.11).

Streamlined Massachusetts Endangered Species Act/Wetlands Protection Act Review

1. Is any portion of the proposed project located in **Estimated Habitat of Rare Wildlife** as indicated on the most recent Estimated Habitat Map of State-Listed Rare Wetland Wildlife published by the Natural Heritage and Endangered Species Program (NHESP)? To view habitat maps, see the *Massachusetts Natural Heritage Atlas* or go to http://maps.massgis.state.ma.us/PRI_EST_HAB/viewer.htm.

- a. ☐ Yes ☒ No **If yes, include proof of mailing or hand delivery of NOI to:**

Natural Heritage and Endangered Species Program
Division of Fisheries and Wildlife
1 Rabbit Hill Road
Westborough, MA 01581

August 2017

b. Date of map

If yes, the project is also subject to Massachusetts Endangered Species Act (MESA) review (321 CMR 10.18). To qualify for a streamlined, 30-day, MESA/Wetlands Protection Act review, please complete Section C.1.c, and include requested materials with this Notice of Intent (NOI); *OR* complete Section C.2.f, if applicable. *If MESA supplemental information is not included with the NOI, by completing Section 1 of this form, the NHESP will require a separate MESA filing which may take up to 90 days to review (unless noted exceptions in Section 2 apply, see below).*

- c. Submit Supplemental Information for Endangered Species Review*

1. ☐ Percentage/acreage of property to be altered:

(a) within wetland Resource Area

percentage/acreage

(b) outside Resource Area

percentage/acreage

2. ☐ Assessor's Map or right-of-way plan of site

2. ☐ Project plans for entire project site, including wetland resource areas and areas outside of wetlands jurisdiction, showing existing and proposed conditions, existing and proposed tree/vegetation clearing line, and clearly demarcated limits of work **

(a) ☐ Project description (including description of impacts outside of wetland resource area & buffer zone)

(b) ☐ Photographs representative of the site

* Some projects **not** in Estimated Habitat may be located in Priority Habitat, and require NHESP review (see <http://www.mass.gov/eea/agencies/dfg/dfw/natural-heritage/regulatory-review/>). Priority Habitat includes habitat for state-listed plants and strictly upland species not protected by the Wetlands Protection Act.

** MESA projects may not be segmented (321 CMR 10.16). The applicant must disclose full development plans even if such plans are not required as part of the Notice of Intent process.



Massachusetts Department of Environmental Protection
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C. Other Applicable Standards and Requirements (cont'd)

- (c) ☐ MESA filing fee (fee information available at http://www.mass.gov/dfwele/dfw/nhESP/regulatory_review/menta/menta_fee_schedule.htm).
Make check payable to "Commonwealth of Massachusetts - NHESP" and **mail to NHESP** at above address

Projects altering 10 or more acres of land, also submit:

- (d) ☐ Vegetation cover type map of site
- (e) ☐ Project plans showing Priority & Estimated Habitat boundaries
- (f) OR Check One of the Following
1. ☐ Project is exempt from MESA review.
Attach applicant letter indicating which MESA exemption applies. (See 321 CMR 10.14, http://www.mass.gov/dfwele/dfw/nhESP/regulatory_review/menta/menta_exemptions.htm; the NOI must still be sent to NHESP if the project is within estimated habitat pursuant to 310 CMR 10.37 and 10.59.)
2. ☐ Separate MESA review ongoing. a. NHESP Tracking # _____ b. Date submitted to NHESP _____
3. ☐ Separate MESA review completed.
Include copy of NHESP "no Take" determination or valid Conservation & Management Permit with approved plan.
3. For coastal projects only, is any portion of the proposed project located below the mean high water line or in a fish run?
- a. ☐ Not applicable – project is in inland resource area only b. ☐ Yes ☒ No

If yes, include proof of mailing, hand delivery, or electronic delivery of NOI to either:

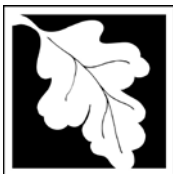
South Shore - Cohasset to Rhode Island border, and the Cape & Islands:

Division of Marine Fisheries -
Southeast Marine Fisheries Station
Attn: Environmental Reviewer
1213 Purchase Street – 3rd Floor
New Bedford, MA 02740-6694
Email: DMF.EnvReview-South@state.ma.us

North Shore - Hull to New Hampshire border:

Division of Marine Fisheries -
North Shore Office
Attn: Environmental Reviewer
30 Emerson Avenue
Gloucester, MA 01930
Email: DMF.EnvReview-North@state.ma.us

Also if yes, the project may require a Chapter 91 license. For coastal towns in the Northeast Region, please contact MassDEP's Boston Office. For coastal towns in the Southeast Region, please contact MassDEP's Southeast Regional Office.



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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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City/Town

Online Users:

Include your document transaction number (provided on your receipt page) with all supplementary information you submit to the Department.

C. Other Applicable Standards and Requirements (cont'd)

4. Is any portion of the proposed project within an Area of Critical Environmental Concern (ACEC)?
- a. ☐ Yes ☒ No If yes, provide name of ACEC (see instructions to WPA Form 3 or MassDEP Website for ACEC locations). **Note:** electronic filers click on Website.
- b. ACEC
5. Is any portion of the proposed project within an area designated as an Outstanding Resource Water (ORW) as designated in the Massachusetts Surface Water Quality Standards, 314 CMR 4.00?
- a. ☐ Yes ☒ No
6. Is any portion of the site subject to a Wetlands Restriction Order under the Inland Wetlands Restriction Act (M.G.L. c. 131, § 40A) or the Coastal Wetlands Restriction Act (M.G.L. c. 130, § 105)?
- a. ☐ Yes ☒ No
7. Is this project subject to provisions of the MassDEP Stormwater Management Standards?
- a. ☐ Yes. Attach a copy of the Stormwater Report as required by the Stormwater Management Standards per 310 CMR 10.05(6)(k)-(q) and check if:
1. ☐ Applying for Low Impact Development (LID) site design credits (as described in Stormwater Management Handbook Vol. 2, Chapter 3)
 2. ☐ A portion of the site constitutes redevelopment
 3. ☐ Proprietary BMPs are included in the Stormwater Management System.
- b. ☐ No. Check why the project is exempt:
1. ☐ Single-family house
 2. ☐ Emergency road repair
 3. ☐ Small Residential Subdivision (less than or equal to 4 single-family houses or less than or equal to 4 units in multi-family housing project) with no discharge to Critical Areas.

D. Additional Information

- ☐ This is a proposal for an Ecological Restoration Limited Project. Skip Section D and complete Appendix A: Ecological Restoration Notice of Intent – Minimum Required Documents (310 CMR 10.12).

Applicants must include the following with this Notice of Intent (NOI). See instructions for details.

Online Users: Attach the document transaction number (provided on your receipt page) for any of the following information you submit to the Department.

1. ☒ USGS or other map of the area (along with a narrative description, if necessary) containing sufficient information for the Conservation Commission and the Department to locate the site. (Electronic filers may omit this item.)
2. ☒ Plans identifying the location of proposed activities (including activities proposed to serve as a Bordering Vegetated Wetland [BVW] replication area or other mitigating measure) relative to the boundaries of each affected resource area.



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New Bedford

City/Town

D. Additional Information (cont'd)

3. ☐ Identify the method for BVW and other resource area boundary delineations (MassDEP BVW Field Data Form(s), Determination of Applicability, Order of Resource Area Delineation, etc.), and attach documentation of the methodology.

4. ☒ List the titles and dates for all plans and other materials submitted with this NOI.

Riverwalk Restoration Project Acushnet River Segment 1

a. Plan Title

Farland Corp.

Christian A. Farland, P.E., LEED AP

b. Prepared By

c. Signed and Stamped by

March 21, 2017

1"=40'

d. Final Revision Date

e. Scale

f. Additional Plan or Document Title

g. Date

5. ☒ If there is more than one property owner, please attach a list of these property owners not listed on this form.
6. ☐ Attach proof of mailing for Natural Heritage and Endangered Species Program, if needed.
7. ☐ Attach proof of mailing for Massachusetts Division of Marine Fisheries, if needed.
8. ☒ Attach NOI Wetland Fee Transmittal Form
9. ☐ Attach Stormwater Report, if needed.

E. Fees

1. ☒ Fee Exempt: No filing fee shall be assessed for projects of any city, town, county, or district of the Commonwealth, federally recognized Indian tribe housing authority, municipal housing authority, or the Massachusetts Bay Transportation Authority.

Applicants must submit the following information (in addition to pages 1 and 2 of the NOI Wetland Fee Transmittal Form) to confirm fee payment:

2. Municipal Check Number

3. Check date

4. State Check Number

5. Check date

6. Payor name on check: First Name

7. Payor name on check: Last Name



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 3 – Notice of Intent

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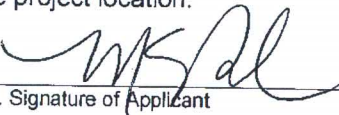
New Bedford

City/Town

F. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Notice of Intent and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge. I understand that the Conservation Commission will place notification of this Notice in a local newspaper at the expense of the applicant in accordance with the wetlands regulations, 310 CMR 10.05(5)(a).

I further certify under penalties of perjury that all abutters were notified of this application, pursuant to the requirements of M.G.L. c. 131, § 40. Notice must be made by Certificate of Mailing or in writing by hand delivery or certified mail (return receipt requested) to all abutters within 100 feet of the property line of the project location.

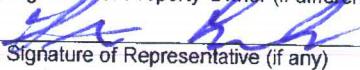


1. Signature of Applicant

4/5/18

2. Date

3. Signature of Property Owner (if different)



4. Date

4/5/18

6. Date

5. Signature of Representative (if any)

For Conservation Commission:

Two copies of the completed Notice of Intent (Form 3), including supporting plans and documents, two copies of the NOI Wetland Fee Transmittal Form, and the city/town fee payment, to the Conservation Commission by certified mail or hand delivery.

For MassDEP:

One copy of the completed Notice of Intent (Form 3), including supporting plans and documents, one copy of the NOI Wetland Fee Transmittal Form, and a **copy** of the state fee payment to the MassDEP Regional Office (see Instructions) by certified mail or hand delivery.

Other:

If the applicant has checked the "yes" box in any part of Section C, Item 3, above, refer to that section and the Instructions for additional submittal requirements.

The original and copies must be sent simultaneously. Failure by the applicant to send copies in a timely manner may result in dismissal of the Notice of Intent.

NOI FEE TRANSMITTAL FORM



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
NOI Wetland Fee Transmittal Form
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A. Applicant Information

1. Location of Project:

Sawyer Street

a. Street Address

Exempt

c. Check number

New Bedford

b. City/Town

Exempt

d. Fee amount

2. Applicant Mailing Address:

a. First Name

City of New Bedford

c. Organization

133 William Street

d. Mailing Address

New Bedford

e. City/Town

508-991-6188

h. Phone Number

508-961-3045

i. Fax Number

MA

f. State

02740

g. Zip Code

michele.paul@newbedford-ma.gov

j. Email Address

3. Property Owner (if different):

see attached list of owners per parcel

a. First Name

b. Last Name

c. Organization

d. Mailing Address

e. City/Town

f. State

g. Zip Code

h. Phone Number

i. Fax Number

j. Email Address

B. Fees

Fee should be calculated using the following process & worksheet. **Please see Instructions before filling out worksheet.**

Step 1/Type of Activity: Describe each type of activity that will occur in wetland resource area and buffer zone.

Step 2/Number of Activities: Identify the number of each type of activity.

Step 3/Individual Activity Fee: Identify each activity fee from the six project categories listed in the instructions.

Step 4/Subtotal Activity Fee: Multiply the number of activities (identified in Step 2) times the fee per category (identified in Step 3) to reach a subtotal fee amount. Note: If any of these activities are in a Riverfront Area in addition to another Resource Area or the Buffer Zone, the fee per activity should be multiplied by 1.5 and then added to the subtotal amount.

Step 5/Total Project Fee: Determine the total project fee by adding the subtotal amounts from Step 4.

Step 6/Fee Payments: To calculate the state share of the fee, divide the total fee in half and subtract \$12.50. To calculate the city/town share of the fee, divide the total fee in half and add \$12.50.

To calculate filing fees, refer to the category fee list and examples in the instructions for filling out WPA Form 3 (Notice of Intent).



Step 1/Type of Activity	Step 2/Number of Activities	Step 3/Individual Activity Fee	Step 4/Subtotal Activity Fee
Category 2 j.)	1	Fee Exempt	Fee Exempt
Step 5/Total Project Fee:			Fee Exempt

Total Project Fee:	<u>Fee Exempt</u> a. Total Fee from Step 5
State share of filing Fee:	<u>Fee Exempt</u> b. 1/2 Total Fee less \$12.50
City/Town share of filling Fee:	<u>Fee Exempt</u> c. 1/2 Total Fee plus \$12.50

a.) Complete pages 1 and 2 and send with a check or money order for the state share of the fee, payable to the Commonwealth of Massachusetts.

b.) **To the Conservation Commission:** Send the Notice of Intent or Abbreviated Notice of Intent; a **copy** of this form; and the city/town fee payment.

To MassDEP Regional Office (see Instructions): Send a copy of the Notice of Intent or Abbreviated Notice of Intent; a **copy** of this form; and a **copy** of the state fee payment. (E-filers of Notices of Intent may submit these electronically.)

LIST OF PROPERTY OWNERS

Location: SS Sawyer Street
Assessor's Parcel ID: 93 263
Current Owner Information: The Pierpont Group II LLC
430 Bedford Street, Suite 195
Lexington, MA 02420
Legal Reference: 9874-347

Location: SS Sawyer Street
Assessor's Parcel ID: 93 265
Current Owner Information: United States of America
c/o Army Corp of Engineers
696 Virginia Road
Concord, MA 01742
Legal Reference: 4995-254

PROPERTY OWNERS AUTHORIZATION

THE PIERPONT GROUP II, LLC
298 Manning Street
Needham, MA 02492

April 2, 2018

City of New Bedford Conservation Commission
Office of Environmental Stewardship
133 William Street – Room 304
New Bedford, MA 02740

Dear Commissioners:

Please accept this letter as confirmation that The Pierpont Group II, LLC has granted the City of New Bedford permission to submit permit applications for the proposed development of River Walk on land currently owned by The Pierpont Group II, LLC, identified as Map 93 Lot 263.

Should you need any additional information, please do not hesitate to contact me.

Sincerely,



Gary C. Crossen

The Pierpont Group II, LLC

Commonwealth of Massachusetts
County of MIDDLESEX

On this 2nd day of April, 2018, before me, the undersigned notary public, personally appeared GARY C. CROSSEN, proved to me through satisfactory evidence of identity, which was PERSONALLY KNOWN, 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 purpose.


Notary Public

My Commission expires Dec 28, 2023



JAMES E. CARTER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 28, 2023

LICENSE AGREEMENT
BETWEEN
THE CITY OF NEW BEDFORD
AND
THE UNITED STATES OF AMERICA

This License Agreement (the "Agreement") dated as of this 17th day of May, 2017 is made among and between the United States, acting through the United States Environmental Protection Agency, Region 1 ("EPA") and the City of New Bedford ("the City"), a governmental subdivision of the State of Massachusetts, created by the laws of Massachusetts, and with its offices located at 133 William Street, New Bedford, Massachusetts. This Agreement pertains to property owned by EPA located at Lot 265 on City of New Bedford Assessor's Map 93-2, New Bedford, Massachusetts (hereinafter "Lot 265"). (See Assessor's Map 93-2 attached as Attachment 1).

Recitals

WHEREAS, EPA is authorized by Section 104(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9604(a), and the National Contingency Plan ("NCP"), 40 C.F.R. Part 300, to conduct response actions deemed necessary to protect the public health or welfare or the environment from a release or substantial threat of release into the environment of any hazardous substance, pollutant, or contaminant; and,

WHEREAS, the New Bedford Harbor Superfund Site ("the Site") has been designated on the CERCLA National Priorities List, 40 C.F.R. Part 300, App. B (1988), pursuant to Section 105(a)(8)(B) of CERCLA, 42 U.S.C. § 9605(a)(8)(B) and encompasses the Acushnet River estuary south through the commercial harbor of New Bedford and into 17,000 adjacent acres of Buzzards Bay, within the municipalities of New Bedford, Acushnet, Fairhaven, and Dartmouth, Bristol County, Massachusetts; and,

WHEREAS, EPA acquired Lot 265 from the City under EPA's authority contained in Section 104(j) of CERCLA, 42 U.S.C. § 9604(j), pursuant to a quitclaim deed signed on April 21, 2001;

WHEREAS, the City of New Bedford has requested that EPA permit the City's contractors, and its employees and subcontractors to enter upon and have access to a portion of Lot 265 in order to construct a public path and ecological restoration project ("the Riverwalk") along a portion of Lot 265; and,

WHEREAS, the Parties desire to establish an agreement whereby the City would be granted non-exclusive access for a term that begins on the effective date of this License until three years after the date of signature, renewable at the discretion of EPA, to Lot 265 (hereinafter referred to as the "Licensed Area" as depicted in Attachment 2); and,

WHEREAS, the Parties agree that the City shall be responsible for and shall maintain the public path and restoration measures, so that they meet all federal, state, and local statutory and regulatory requirements and do not interfere with the Site cleanup.

WHEREAS, the Parties agree that the City shall remove and properly dispose of any contaminated media generated as part of its Allowed Activities; and,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the authorities referenced above, the Parties agree as follows:

1. LICENSE

During the term of this License Agreement, the City shall have non-exclusive access to the Licensed Area, to perform the Allowed Activities, consisting of those activities permitted on Lot 265 by this License Agreement that are not inconsistent with the CERCLA remedy and that are compliant with an Order of Conditions expected to be issued by the New Bedford Conservation Commission pursuant to the Massachusetts Wetlands Protection Act, M.G.L.c 131 § 40 and its implementing regulations at 310 CMR 10.00, *et. seq.* for the City's proposed Ecological Restoration Riverwalk Project. The City has expressed that its goal for the Riverwalk is to restore the Acushnet River Upland Riparian zone by restoring native coastal habitat with native vegetation typical of New England upland coastal shrub and herbaceous communities and construct a six-foot-wide pedestrian pathway, which will provide educational and recreational opportunities for the public. The Riverwalk project is expected to include the Allowed Activities

described below. Allowed Activities under this Agreement consist of work up to the boundary of the New Bedford Harbor Superfund Site, which is the Mean Higher High Water Elevation (“MHHW”), as defined by the red line running along the eastern boundary of the Licensed Area as shown on Attachment 2, and work between the MHHW line and the Mean Lower Low Water (“MLLW”) line for the limited purposes of habitat restoration, planting, and the maintenance of such plantings. The City is not allowed to enter or perform the Allowed Activities or any other work in areas other than within the Licensed Area, which does not include subtidal areas below the MLLW line. The City shall coordinate with EPA regarding all activities to ensure that all changes to the Licensed Area do not interfere with EPA’s CERCLA response actions. Allowed Activities do not include any activities that EPA determines would interfere with EPA’s CERCLA response actions. The Parties agree that the Allowed Activities shall not begin until the City provides EPA with proof of insurance required by this Agreement in Paragraph 11.

The Allowed Activities under this Agreement shall be consistent with the Order of Conditions expected to be issued by the New Bedford Conservation Commission pursuant to the Massachusetts Wetlands Protection Act (which may incorporate provisions within the City’s Notice of Intent Phase I Narrative and the City’s “Draft New Bedford Riverwalk Planning & Design” document (August 25, 2015)) and shall consist of:

1. Constructing temporary or permanent erosion and sediment control facilities and measures.
2. Clearing and disposing of existing obstructions in the Licensed Area.
3. Constructing recreational fixtures, and associated excavating, digging, grading, backfilling, and installation of sedimentation and erosion controls, necessary for the following: a six-foot-wide pedestrian pathway; benches and associated recreational fixtures; lighting and associated utilities; and educational signage.
4. Minor grading and placement of clean soil/loam to support planting native vegetation, with sedimentation and erosion controls, as required, down to the MLLW line.
5. Restoring native coastal shrub and herbaceous communities consistent with the Order of Conditions expected to be issued by the New Bedford Conservation Commission

- pursuant to the Massachusetts Wetlands Protection Act (which may incorporate provisions within the City's Notice of Intent Phase I Narrative), down to the MLLW line.
6. Providing storm damage protection for the Licensed Area, consistent with the Order of Conditions expected to be issued by the New Bedford Conservation Commission pursuant to the Massachusetts Wetlands Protection Act (which may incorporate provisions within the City's Notice of Intent Phase I Narrative).
 7. Post-construction monitoring of plantings, performing vegetation inventories, and implementing non-chemical invasive species control, down to the MLLW line.
 8. Removing and properly disposing of any contaminated media generated as part of the Allowed Activities.
 9. Allowing public access on the pedestrian pathway and associated recreational fixtures, unless directed by EPA to restrict access, and preventing access to the contaminated subtidal areas of the harbor below the MLLW line.
 10. Working with EPA to develop educational signage concerning the Site cleanup, ecology of the area, and ongoing CERCLA fishing restrictions.
 11. All operation and maintenance activities, including but not limited to those that ensure the pedestrian pathway and its associated recreational fixtures, storm damage control measures, stormwater control measures, plantings, restoration measures, signage, and invasive species control measures continue to function as designed.

Notwithstanding any provision in this Agreement, no activities that EPA, in its sole discretion, determines would interfere with its CERCLA response actions will be allowed within the Licensed Area.

2. COMPLIANCE WITH THIS LICENSE AGREEMENT

The City shall be responsible for compliance with this Agreement by its employees, contractors, subcontractors, invitees, and agents present at Lot 265 at the City's behest pursuant to this Agreement.

3. NONEXCLUSIVE USE

The City acknowledges that its use rights for the Licensed Area under this Agreement are nonexclusive and that EPA, and other EPA authorized entities, may be concurrently using the land on and around the Licensed Area, as set forth in Paragraph 4 of this Agreement. EPA will

use its best efforts to avoid any scheduling or logistical conflicts between EPA activities and the City's activities under this Agreement. EPA shall not be responsible to pay any costs incurred by the City or any party resulting from EPA's use of or operation within the Licensed Area.

4. ACCESS

During the terms of this Agreement, the City shall have access to the Licensed Area. In the event of an emergency, the City must notify EPA of the emergency situation immediately, in accordance with this Agreement's Health and Safety requirements under Paragraph 10. The City agrees to reimburse EPA and its contractors for real or personal property damage, personal injury, vandalism, or theft occurring at the Licensed Area, due to the City's failure to comply with any of these requirements. The City shall be responsible for providing safe public access to the Licensed Area and to reimburse EPA for any real or personal property damage, personal injury, death, vandalism, or theft resulting from the general public's access to the License Area, unless caused by the negligent acts or omissions of the EPA. The City shall have no claim for damages on account thereof against EPA or any of its officers, agents, employees, or contractors. The right is reserved to EPA, and its agents, and contractors to enter upon the Licensed Area at any time and for any purpose necessary to carry out its CERCLA response actions and to inspect the Licensed Area for compliance with this Agreement. The City shall have no claim for damages on account thereof against EPA or any of its agents or contractors.

5. CONDITION OF PREMISES

The City acknowledges and understands that this Agreement is entered into without any representations or warranties whatsoever and without obligation on the part of EPA to make alterations, repairs, additions to the Licensed Area or to perform operation and maintenance of any infrastructure constructed by the City on the Licensed Area.

6. TRANSFER AND ASSIGNMENT

Under no circumstances shall the City transfer or assign this Agreement, nor sublet the Licensed Area or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this Agreement. Failure to comply with this condition shall constitute a noncompliance for which the Agreement shall be void immediately and the possession of the Licensed Area will be surrendered to EPA immediately.

7. SUPERVISION BY THE UNITED STATES

The use and occupation of the Licensed Area shall be subject to the general supervision and approval of EPA, its agents, and contractors, and to such rules and regulations as may be prescribed from time to time by EPA, including those set forth in this Agreement.

8. PROTECTION OF PROPERTY

The City shall keep the Licensed Area in good order and in a clean, safe condition by and at the expense of the City. The City shall exercise due diligence in the protection of real and personal property, including the general public's, located at the Licensed Area or any other of EPA's or its agents' or contractors' real and personal property at all times.

**9. ENVIRONMENTAL CONDITIONS; WORKPLACE SAFETY:
COMPLIANCE WITH APPLICABLE LAWS**

a. Chemicals, Regulated Substances

The City agrees that in performing Allowed Activities at the Licensed Area, the City, its employees, agents, contractors, or subcontractors will not bring onto the Licensed Area regulated chemicals of any kind, including reportable chemicals required as part of the Toxic Release Inventory.

b. Compliance with applicable laws and workplace safety

The City agrees that it shall remain responsible and liable for compliance with all federal, state and local laws, regulations, or requirements related to its presence at the Licensed Area, including all environmental laws, regulations, or requirements, and that this responsibility shall exist regardless of whether permission has been granted by EPA to engage in an activity which triggers compliance with any such applicable authority. Should any Allowed Activity by the City or its contractors, subcontractors, or agents require the procurement of a permit or approval by an applicable regulatory authority, the City on behalf of itself and its contractors, subcontractors, or agents, agrees that it will notify EPA of the City's intent to apply for said permit or approval. Additionally, the City agrees that it and its contractors, subcontractors, and agents will follow all applicable federal, state, and local laws and regulations regarding workplace healthy and safety. The City shall be solely responsible for the general public's use of the Licensed Area and shall close the Licensed Area to public access if directed by EPA. The City shall use its police authority to maintain public safety within the Licensed Area and to

remove any individual or individuals that the City or EPA has determined are not meeting the requirements of this License Agreement.

c. The City shall remove any contaminated media generated from the Allowed Activities within the Licensed Area, to be disposed of off-site at a licensed disposal facility, consistent with applicable federal and state environmental laws and regulations, and shall provide EPA, if requested, documentation that the materials were properly transported and disposed. The City shall provide EPA split samples, if requested, of any samples taken from the License Area.

10. HEALTH AND SAFETY PLAN

The City acknowledges that attention to health and safety issues in all aspects of the Allowed Activities of the City, its employees, contractors, subcontractors, agents and invitees (including the general public) at the Licensed Area is of paramount importance to EPA. The City shall comply with all of EPA's applicable health and safety plan requirements for EPA's Lot 265 that are relevant to the Allowed Activities within the Licensed Area, as determined by EPA, and provided to the City.

11. CITY RESPONSIBILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE; INSURANCE

As between the Parties, hereto, the City accepts all liability for real and personal property damage, personal injury or death caused by the negligence of its employees, contractors, subcontractors, agents, or invitees (including the general public) related to the Allowed Activities under this Agreement or by any unauthorized activities within EPA's Lot 265 during the License period, as described in Paragraph 12 below, except for any negligent acts or omissions of the EPA. The City shall repair any real and personal property damage, under the direction and approval of EPA. For the period that the City is in possession of the Licensed Area, the City shall be self-insured to the maximum limits of Massachusetts General Law Chapter 258, Section 2. The City's contractors shall procure and maintain at its cost a standard fire and extended coverage insurance policy, including coverage for pollution, that insures all of the City's contractors' activities in the Licensed Area, in the amount of \$1,000,000. The City shall furnish proof of insurance to EPA, including a copy of the policy, for the period of this License

Agreement. The City's contractors' policies should include the United States/EPA as a named beneficiary. The City shall notify EPA of any change in its insurance coverage for the City's and its representatives' activities in the Licensed Area. EPA does not waive its right to recover any costs from the City that it incurs in administering or enforcing provisions of this License.

12. INDEMNITY

The United States shall not be responsible: for damages to real or personal property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted; or for damages to the real or personal property of the City or its employees, contractors, subcontractors, agents, or invitees (including the general public); or for damages to the real or personal property or injuries to the person or others who may be on the premises at the invitation of the City (including the general public) or its employees, contractors, subcontractors, or agents; or for unauthorized activities within EPA's Lot 265 during the License period. The City shall indemnify and hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors. The United States shall not be held legally or financially liable for any spills or environmental releases associated with the Allowed Activities, including any debris/soil removal activities and/or surface and subsurface activities conducted by the City, its employees, contractors, or subcontractors on Lot 265. Specifically, if the City's work at the Licensed Area results in Lot 265 becoming classified as a contaminated property subject to Massachusetts General Law, Chapter 21E, the City shall assume all cleanup responsibilities for Lot 265 under Chapter 21E. Furthermore, the City shall perform all operation and maintenance activities for any infrastructure and restoration measures the City installs on Lot 265, and the United States shall not be held legally or financially liable for any such operation and maintenance of infrastructure or restoration measures installed by the City on Lot 265.

13. DURATION

This Agreement will commence on the effective date of this License Agreement, which is the date of signature by EPA, and will remain in force and effect until three years after signature. The City's Allowed Activities shall not begin until the City provides EPA with proof of

insurance (or a statement that the City is self-insured) meeting the standards required under Paragraph 11.

14. TERMINATION

Either Party may terminate the License Agreement at any time and for any reason. The City shall terminate the License Agreement by providing written notice thereof by express mail, fax, or email in addition to first class mail one (1) day in advance of the effective termination date. Said notice shall be computed commencing with the day after the date of delivery. Responsibility for compliance with Paragraphs 8, 9, 11, and 12 of this License Agreement shall survive its termination. Should the License Agreement be terminated, the City shall restrict public access to the Site; remove all infrastructure installed under this License Agreement, if directed by EPA under its sole discretion; and remove and properly dispose of any contaminated media generated as part of its Allowed Activities. Notwithstanding any other provision of this License Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

15. REPRESENTATIVES

As of the effective date of this License Agreement, whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing.

For EPA:

Kevin Coleman, Resident Engineer
New Bedford Resident Office,
U.S. Army Corps of Engineers
103 Sawyer Street
New Bedford, MA 02746
Telephone Number: (508) 990-2550, ext. 242
Cell Phone Number: (508) 294-9859
Kevin.coleman@usace.army.mil

David Dickerson
Remedial Project Manager
U.S. Environmental Protection Agency
5 Post Office Square, Suite 100
Mail Code: OSRR07-4

Boston, MA 02109
Telephone Number: 617-918-1329
E-mail: Dickerson.dave@epa.gov

After business hours and on weekends, contact Site Security at EPA's Sawyer Street, New Bedford facility at (508) 993-7726 and ask them to notify David Dickerson.

The City's representative is:

Michele Paul
Director of the Department of Environmental Stewardship
City of New Bedford
133 William St.
New Bedford, MA 02740
Tel: (508) 979-1487
Fax: (508) 961-3045

Any notice required to be given hereunder shall be in writing and shall be deemed received upon receipt if by express mail, facsimile or computer e-mail, or if by first class mail, five days after deposit into the U.S. postal system, except for a Notice of Termination, which is addressed in Paragraph 14.

WHEREAS, the Parties have executed this Agreement, and by doing so, represent and warrant that they are fully authorized to bind their respective organizations to the terms hereof.

THE PARTIES EXPRESSLY AGREE THAT THIS IS NOT A LEASE BUT RATHER A MERE LICENSE TO OCCUPY THE PROPERTY.

FAILURE TO SURRENDER POSSESSION OF THE PROPERTY AS PROVIDED HEREIN SHALL BE CONSIDERED TO BE TRESPASSING AND SHALL SUBJECT THE CITY TO ANY LEGAL ACTION THAT THE UNITED STATES MAY SEE FIT TO BRING.

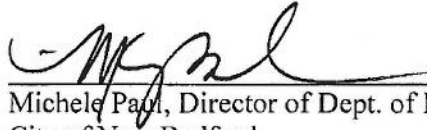
For the United States Environmental Protection Agency



Bryan Olson, Director
Office of Site Remediation and Restoration

5/17/17
Date

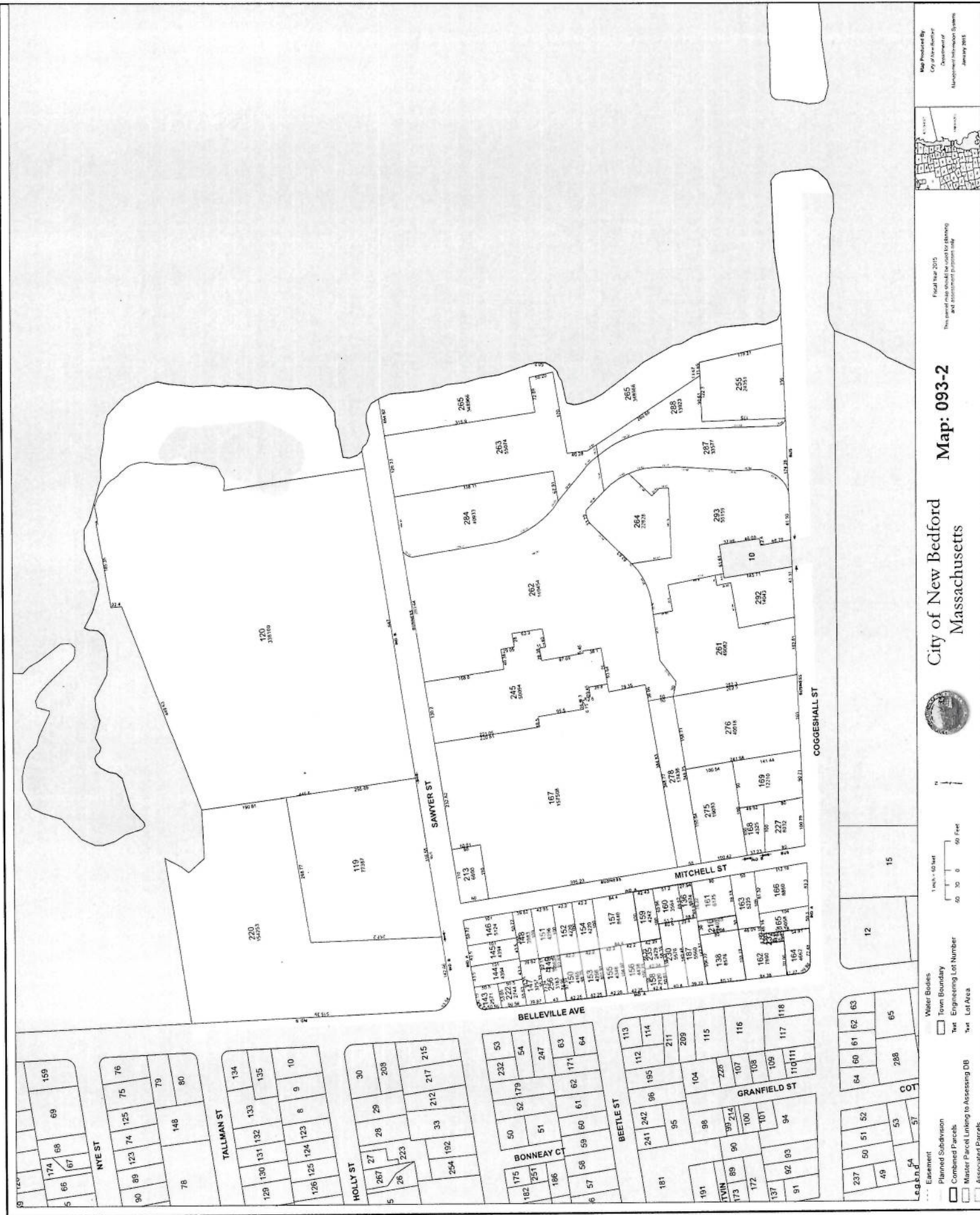
For the City of New Bedford



Michele Paul, Director of Dept. of Environmental Stewardship
City of New Bedford

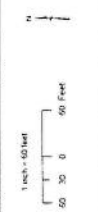
5/16/17

Date



Map: 093-2

City of New Bedford
Massachusetts



Water Bodies
Town Boundary
Planned Subdivision
Combined Parcels
Master Parcel Linking to Assessing DB
Associated Parcels
Easement
Engineering Lot Number
Lot Area

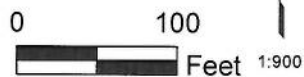


Legend

- MLLW
- MHHW
- Parcel 265 Boundary
- City License Area

Aerial Photography MASSGIS 2014

DRAFT



JACOBS

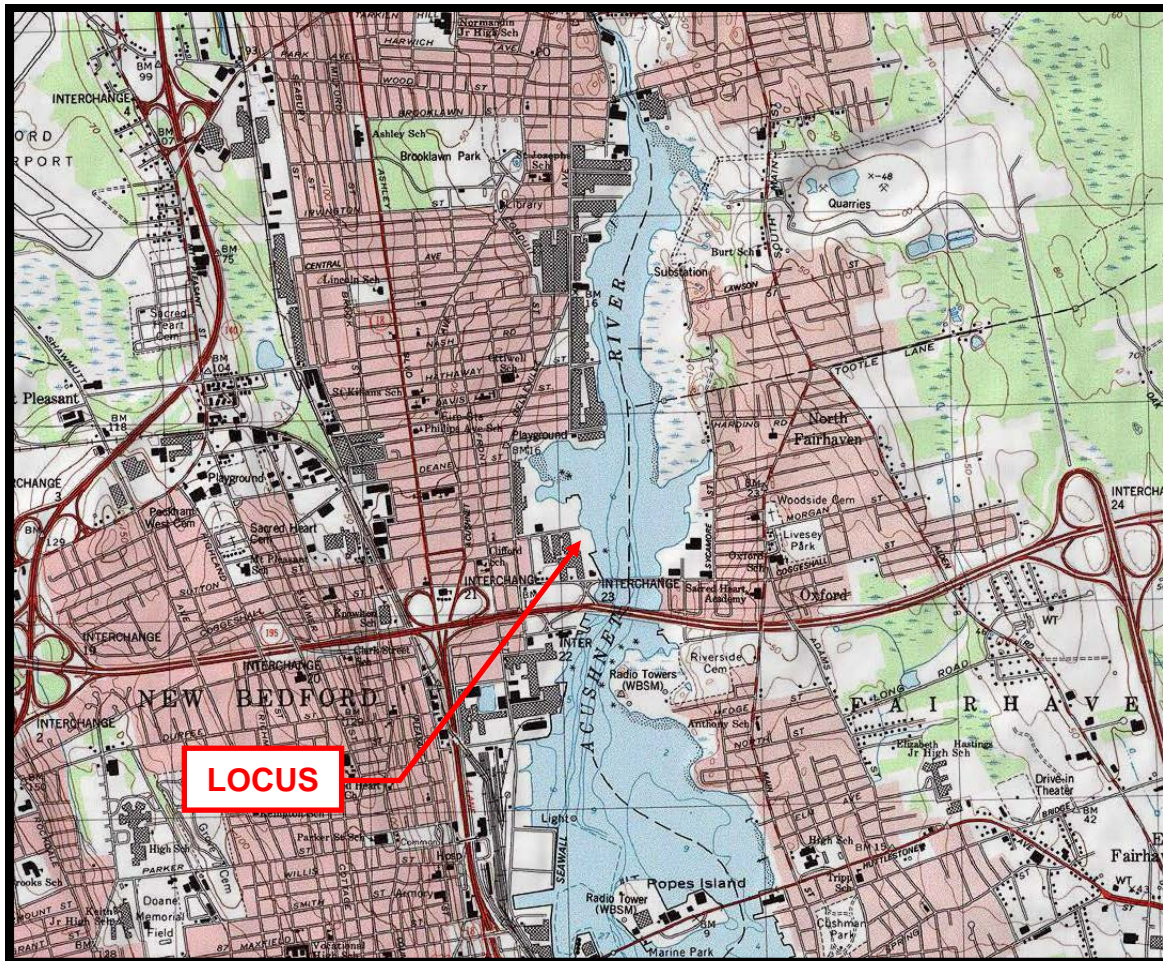
**Attachment 2
Parcel 265
City License Area**

New Bedford Harbor Superfund Site

Revised: 2/20/2017

Path: Y:\BIB\Projects\31861\001\10170208\Map\GIS\Parcel_265_City_License_Area.mxd

USGS MAP TOPO! VERSION 3.4.2

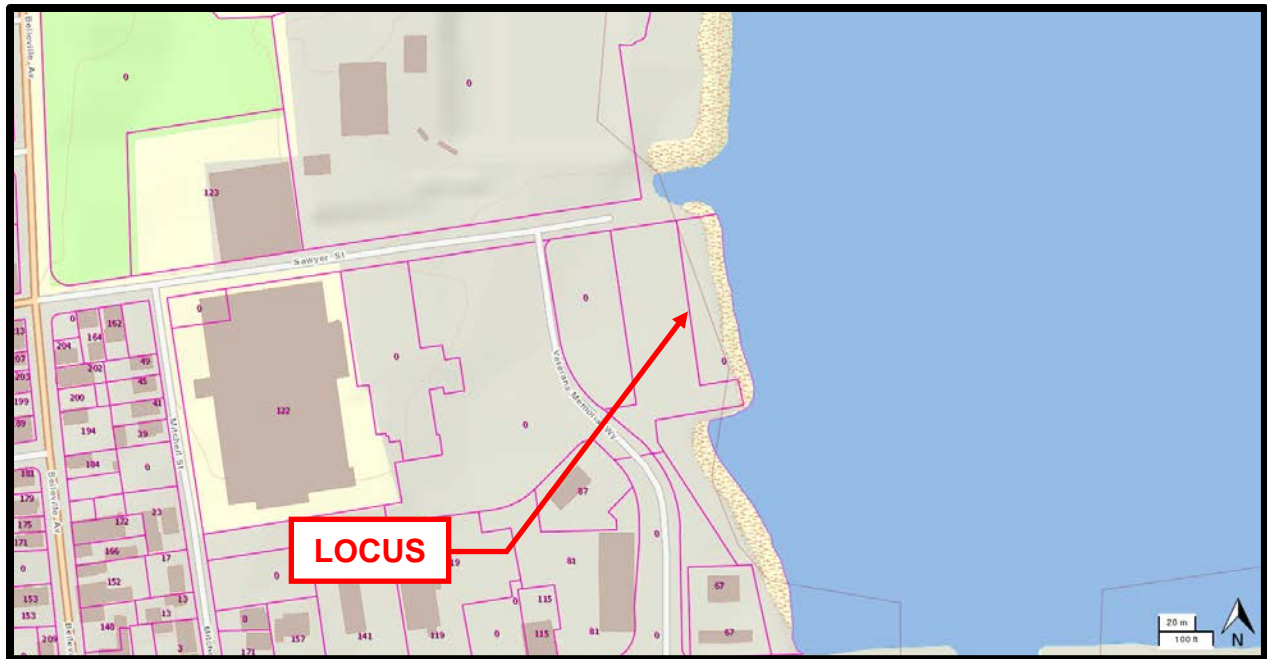


FLOOD INSURANCE RATE MAP

PANEL 25005C0391G



NATURAL HERITAGE & ENDANGERED SPECIES PROGRAM MAP AUGUST 2017



AFFADAVIT OF SERVICE

Under the Massachusetts Wetlands Protection Act

(to be submitted to the Massachusetts Department of
Environmental Protection and the Conservation Commission
when filing a Notice of Intent)

I, Stevie Carvalho hereby certify under the pains and penalties of perjury
that in April of 2018, I gave notification to abutters in compliance with the
second paragraph of Massachusetts General Laws Chapter 131, Section 40,
and the DEP Guide to Abutter Notification dated April 8, 1994, in
connection with the following matter:

A Notice of Intent filed under the Massachusetts Wetlands
Protection Act by City of New Bedford with the City of New
Bedford Conservation Commission in April of 2018 for
property located at SS Sawyer Street, Assessors Tax Map 93-2
Lots 263 & 265.

The form of the notification, and a list of the abutters to whom it was given
and their addresses, are attached to this Affidavit of Service.



Name

4/5/18

Date

CERTIFIED ABUTTERS LIST



City of New Bedford REQUEST for a CERTIFIED ABUTTERS LIST

This information is needed so that an official abutters list as required by MA General Law may be created and used in notifying abutters. You, as applicant, are responsible for picking up and paying for the certified abutters list from the assessor's office (city hall, room #109).

SUBJECT PROPERTY			
MAP #	93-2	LOT(S)#	263 & 265
ADDRESS: Sawyer Street			
OWNER INFORMATION			
NAME: Pierpoint Group II LLC & United States of America c/o Army Corp of Engineers			
MAILING ADDRESS: 430 Bedford Street, Suite 195, Lexington Street, MA 02420 & 696 Virginia Road, Concord, MA 01742			
APPLICANT/CONTACT PERSON INFORMATION			
NAME (IF DIFFERENT): City of New Bedford			
MAILING ADDRESS (IF DIFFERENT): 133 William Street, New Bedford, MA 02740			
TELEPHONE #	508-979-1440		
EMAIL ADDRESS:	scarvalho@farlandcorp.com		
REASON FOR THIS REQUEST: <i>Check appropriate</i>			
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPLICATION		
<input type="checkbox"/>	PLANNING BOARD APPLICATION		
<input checked="" type="checkbox"/>	CONSERVATION COMMISSION APPLICATION		
<input type="checkbox"/>	LICENSING BOARD APPLICATION		
<input type="checkbox"/>	OTHER (Please explain):		

PLANNING
MAR 26 2018
DEPARTMENT

Once obtained, the Certified List of Abutters must be attached to this Certification Letter.

Submit this form to the Planning Division Room 303 in City Hall, 133 William Street. You, as applicant, are responsible for picking up and paying for the certified abutters list from the assessor's office (city hall, room #109).

Official Use Only:

As Administrative Assistant to the City of New Bedford's Board of Assessors, I do hereby certify that the names and addresses as identified on the attached "abutters list" are duly recorded and appear on the most recent tax.

Carlos Amado

Printed Name

Carlos Amado

Signature

3/30/2018

Date

March 26, 2018

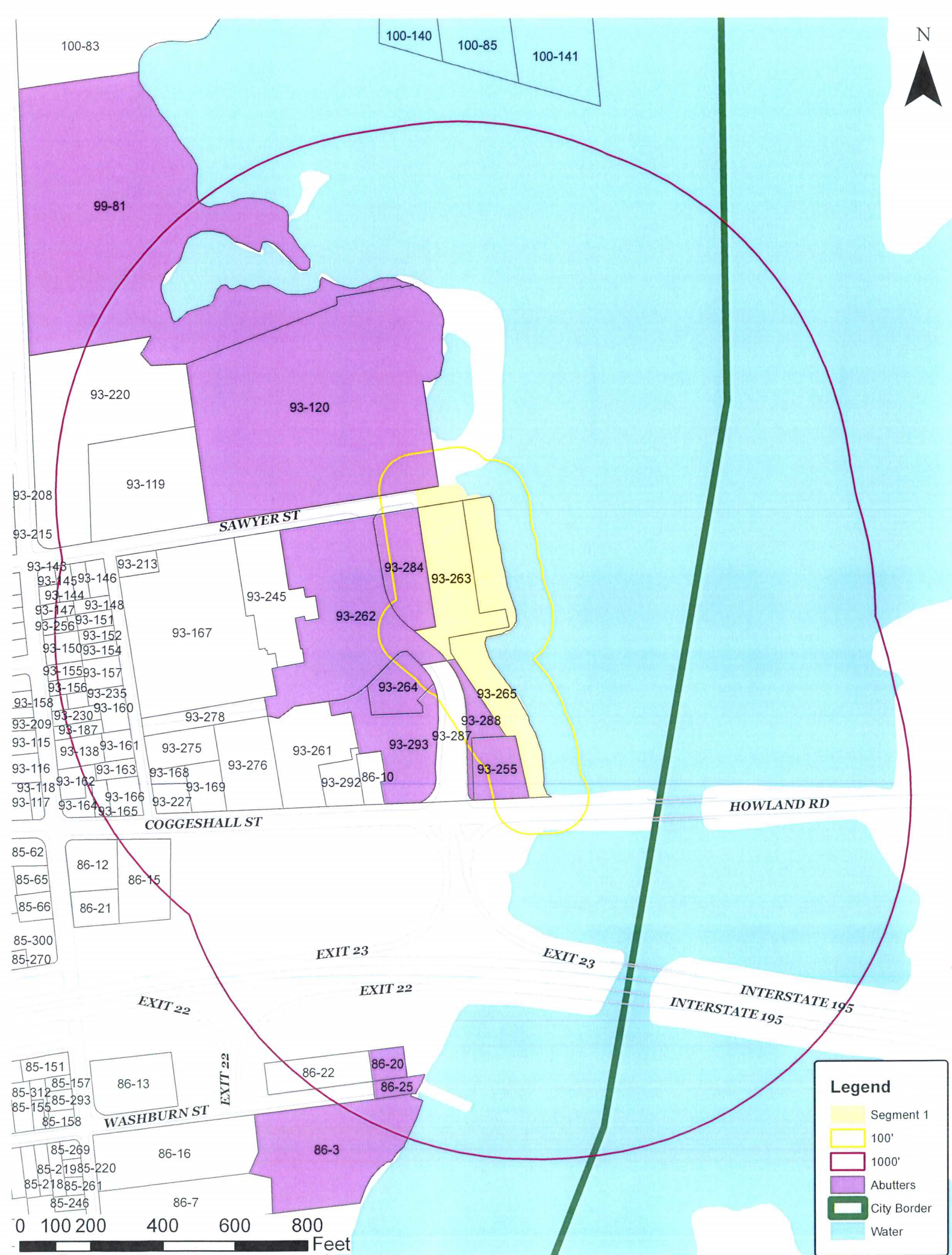
Dear Applicant,

Please find below the List of Abutters within 100 feet of the property known as Sawyer Street Riverwalk Segment 1 (93-263 & 265).

The current ownership listed herein must be checked and verified by the City of New Bedford Assessor's Office. Following said verification, the list shall be considered a Certified List of Abutters.

Please note that multiple listed properties with identical owner name and mailing address shall be considered duplicates, and shall require only 1 mailing. Additionally, City of New Bedford-Owned properties shall not require mailed notice.

Parcel	Location	Owner and Mailing Address
93-264	87 COGGESHALL ST	HIGHWAYVIEW LLC, 867 MIDDLE ROAD ACUSHNET, MA 02743
93-263 <i>SS</i>	SAWYER ST	PIERPONT GROUP II LLC (THE), 430 BEDFORD STREET SUITE 195 LEXINGTON, MA 02420
99-81 <i>ES</i>	BELLEVILLE AVE	CITY OF NEW BEDFORD, 131 WILLIAM STREET NEW BEDFORD, MA 02740
86-25 <i>ES</i>	WASHBURN ST	CITY OF NEW BEDFORD, 133 WILLIAM STREET NEW BEDFORD, MA 02740
86-3	2 WASHBURN ST	NORTH WHARF TRUST, C/O DOROTHY P PACKER RFD 275 <i>223 W. Spring Street</i> VINEYARD HAVEN, MA 02568
86-20 <i>NS</i>	WASHBURN ST	PACKER RALPH M JR "TRS", C/O DOROTHY P PACKER RFD 275 <i>223 W. Spring Street</i> VINEYARD HAVEN, MA 02568
93-284 <i>SS</i>	SAWYER ST	PIERPONT GROUP II LLC (THE), 430 BEDFORD STREET SUITE 195 LEXINGTON, MA 02420
93-255	67 COGGESHALL ST	ELIAS ELAINE "TRUSTEE", C/O 7-11 INC TENANTS TAX DEPT P O BOX 711 DALLAS, TX 75221-0711
93-288 <i>P-NS</i>	COGGESHALL ST	DEMOULAS SUPER MARKETS INC, <i>Highway View LLC</i> 875 EAST STREET <i>867 Middle Road</i> TEWKSBURY, MA 01876 <i>Acushnet, MA 02743</i>
93-293	87 COGGESHALL ST <i>81 A-H</i>	RIVERSIDE LANDING LLC, 867 MIDDLE ROAD ACUSHNET, MA 02743
93-262 <i>SS</i>	SAWYER ST	DSM MB II LLC, C/O DEMOULAS SUPER MARKETS INC 875 EAST STREET TEWKSBURY, MA 01876-1469
93-120 <i>NS</i>	SAWYER ST	CITY OF NEW BEDFORD, PARK DEPT 131 WILLIAM ST NEW BEDFORD, MA 02740
93-265 <i>SS</i>	SS SAWYER ST	UNITED STATES OF AMERICA C/O ARMY CORP OF ENGINEERS 696 VIRGINIA ROAD CONCORD, MA 01742



REVISIONS



www.FarlandCorp.com
401 COUNTY STREET
NEW BEDFORD, MA 02740
P.508.777.3479
OFFICES IN:
• TAUNTON
• DORCHESTER
• WARWICK, RI

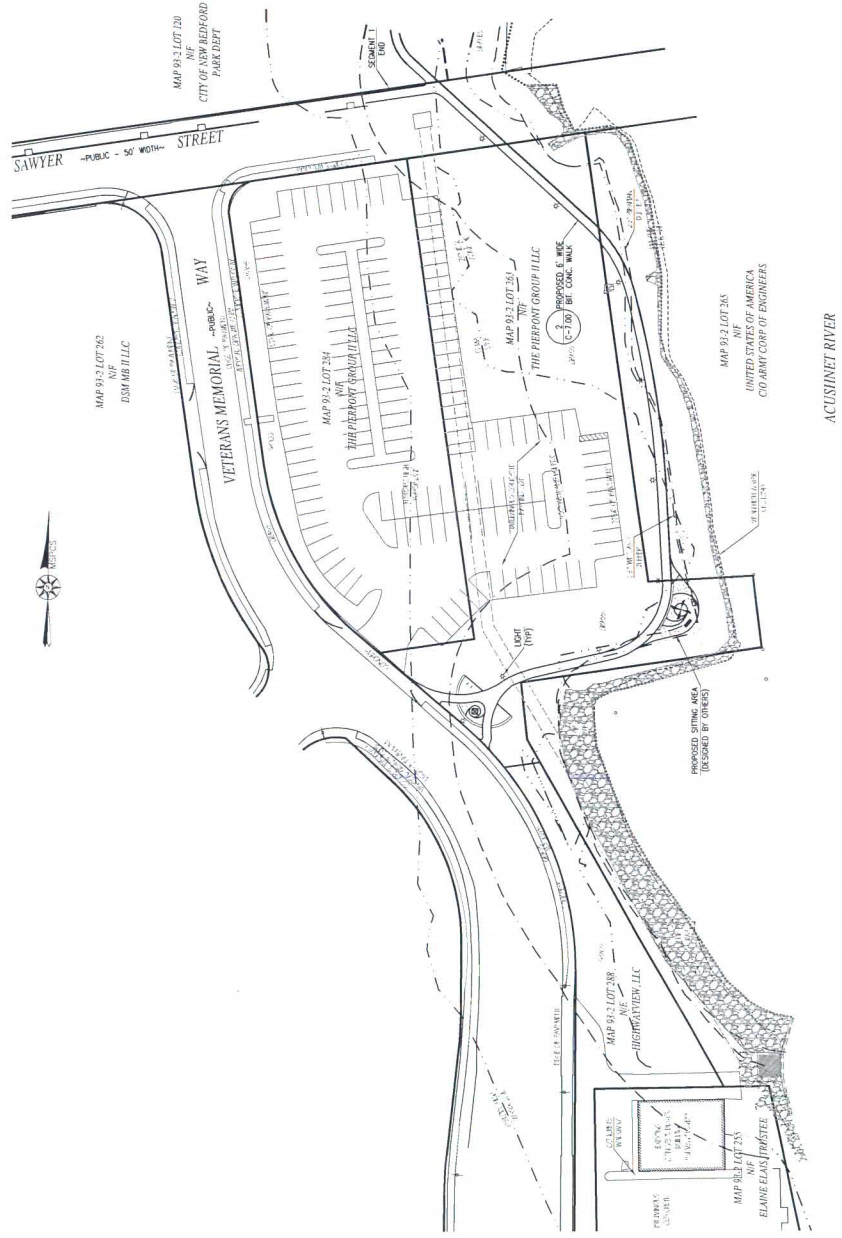
DRAWN BY: SC
DESIGNED BY: SC
CHECKED BY: DAF

RIVERWALK RESTORATION PROJECT
— ACUSHNET RIVER —
SEGMENT 1
NEW BEDFORD, MASSACHUSETTS

PREPARED FOR:
CITY OF NEW BEDFORD
123 WILLIAM STREET
NEW BEDFORD, MA 02740

MARCH 7, 2018
SCALE: 1"=40'
JOB NO. 10-196
LATEST REVISION:

LAYOUT
C-4.00



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ABUTTER NOTIFICATION

Notification to Abutters under the City of New Bedford
Wetlands Ordinance

In Accordance with the City of New Bedford Wetlands Ordinance (New Bedford Code of Ordinances Sections 15-101 through 15-112) you are hereby notified of the following.

The name of the applicant is: City of New Bedford

The applicant has filed a Notice of Intent for the municipality of New Bedford, Massachusetts seeking permission to remove, fill, dredge or alter an area subject to protection under the City of New Bedford Wetlands Ordinance (New Bedford Code of Ordinances Sections 15-101 through 15-112).

The address of the lot where the activity is proposed is: SS Sawyer Street
Assessor's Map 93-2; Lot(s) 263 & 265

Copies of the Notice of Intent may be examined at the New Bedford Conservation Commission, City Hall, 133 William St. Room 304, New Bedford, MA 02740 between the hours of 8:00 AM and 4:00 PM, Monday through Friday. For more information call (508) 991-6188.

Copies of the Notice of Intent may be obtained from either (check one) the applicant ☐ or the applicant's representative ☒ by calling this telephone number (508) 717-3479 between the hours of 8:00 AM and 4:00 PM on the following days of the week: Monday through Friday.

Information regarding the date, time and place of the public hearing may be obtained from New Bedford Conservation Commission by calling 508-991-6188 between the hours of 8:00 AM and 4:00 PM Monday through Friday.

Note: Notice of the Public hearing, including its date, time and place, will be posted in the City Hall not less than forty eight (48) hours in advance of the meeting.

Note: Notice of the Public Hearing including its date, time and place, will be published at least five (5) days in advance in the Standard Times.

Note: You may also contact the New Bedford Conservation Commission at 508-991-6188 for more information about this publication or the City of New Bedford Wetlands Ordinance