



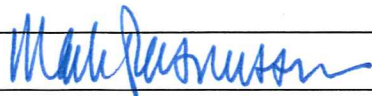
CITY OF NEW BEDFORD  
COMMUNITY PRESERVATION FUND FY 2018

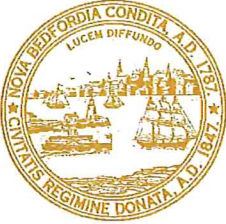
Project Application Cover Page

PROJECT INFORMATION			
PROJECT TITLE:	Acushnet Sawmill - New Bedford Expansion & Community Garden		
PROJECT LOCATION:	Corner of Mill Road and Jireh Street, New Bedford		
LEGAL PROPERTY OWNER OF RECORD	Hawes Revocable Trust		
CPA PROGRAM CATEGORY (Indicate all categories that apply)	<input checked="" type="checkbox"/> OPEN SPACE	<input type="checkbox"/> HISTORIC PRESERVATION	
	<input checked="" type="checkbox"/> RECREATION	<input type="checkbox"/> HOUSING	
ESTIMATED START DATE	07/2018	ESTIMATED COMPLETION DATE	04/2019
ONE SENTENCE DESCRIPTION OF PROJECT	Expanding access to popular park and enhancing uses.		

APPLICANT INFORMATION			
THE APPLICANT IS: (Check only one)	<input type="checkbox"/> CITY BOARD OR DEPT	<input checked="" type="checkbox"/> NON PROFIT 501c3	<input type="checkbox"/> PRIVATE GROUP/INDIV
APPLICANT / ORGANIZATION:	Buzzards Bay Coalition, Inc. (BBC)		
CO-APPLICANT NAME/ORGANIZATION: (If applicable)			
CONTACT PERSON:	Mark Rasmussen		
MAILING ADDRESS:	114 Front Street, New Bedford, MA 02740		
TELEPHONE #:	(508) 999-6363	EMAIL:	rasmussen@savebuzzardsbay.org

BUDGET SUMMARY	
CPA FUNDING REQUEST (must match CPA request in attached Budget Summary)	\$ 370,000
TOTAL BUDGET FOR PROJECT	\$ 425,000

SIGNATURES		
I/we attest that all information provided in this entire submission is true and correct to the best of my/our knowledge and that no information has been excluded, which might reasonably affect funding. I/we authorize the Community Preservation Committee and/or the City of New Bedford to obtain verification from any source provided. I acknowledge and agree that a permanent restriction may be placed on the property as a condition of funding.		
NAME (printed) Mark Rasmussen	SIGNATURE 	DATE: 12/08/2017
NAME (printed)	SIGNATURE	DATE:



CITY OF NEW BEDFORD  
COMMUNITY PRESERVATION FUND FY 2018

## Project Application

### Submission Requirements Checklist

Application items should be presented in the following order. Please check each item included in your submission.

<b>GENERAL</b>	
<input checked="" type="checkbox"/>	Application Cover Page(form provided)
<input checked="" type="checkbox"/>	Submission Requirements Checklist (this form)
<input checked="" type="checkbox"/>	Narratives (prompts provided)
<input checked="" type="checkbox"/>	Project Schedule(form provided)
<b>FINANCIAL</b>	
<input checked="" type="checkbox"/>	Budget Form (form provided)
<input checked="" type="checkbox"/>	At least two written quotes for project costs. Detailed cost estimates and/or written quotes.
<input type="checkbox"/>	Proof of secured funding (commitment letters or bank statements), if applicable.
<b>OWNERSHIP/OPERATION (NON-CITY)</b>	
<input checked="" type="checkbox"/>	If the applicant is not the owner, attach documentation of site control or written consent of owner to undertake the project.
<input checked="" type="checkbox"/>	Certificate of Good Standing(if operating as a corporation)
<input checked="" type="checkbox"/>	501(c)(3) certification (if operating as a non-profit)
<input checked="" type="checkbox"/>	Purchase & Sale agreement or copy of current recorded deed, if applicable.
<b>COMMUNITY SUPPORT</b>	
<input checked="" type="checkbox"/>	Letters of support from residents, community groups, city departments, boards or commissions, etc.
<b>HISTORIC RESOURCES PROJECTS</b>	
<input type="checkbox"/>	Documentation that the project is listed on the State Register of Historic Places or a written determination from the New Bedford Historical Commission that the resource is significant in the history, archeology, architecture, or culture of New Bedford.
<input type="checkbox"/>	Photos documenting the condition of the property.
<input type="checkbox"/>	Report or condition assessment by a qualified professional describing the current condition of the property, if available.
<b>PLANS &amp; REPORTS</b> <i>The following plans and reports, if available, will strength your application, (submit in digital format only). Applicants are encouraged to submit as much detail as possible.</i>	
<input checked="" type="checkbox"/>	Renderings, site plans, engineering plans, design and bidding plans, specifications, and any MAAB variance requests.
<input checked="" type="checkbox"/>	Applicable reports (21E, Historic Structure Report, appraisals, survey plan, feasibility studies, etc.)
<b>VISUAL</b>	
<input checked="" type="checkbox"/>	Map of the property location (if applicable, show wetlands and wetland buffers, flood plain, water bodies, parks, open spaces, rails, and other features pertinent to the project). Applicants may use the City's <a href="#">interactive mapping website</a> .
<input checked="" type="checkbox"/>	Photos of the project site (not more than four views per site) Digital copies required.
<input type="checkbox"/>	Catalog cuts (i.e. recreation equipment) if applicable.



COMMUNITY PRESERVATION FUND ■ PROJECT APPLICATION FY18  
**PROJECT NARRATIVES**

**Project Description**

**1 GENERAL NARRATIVE (1000 Character Maximum)**

*Provide a description of:*

- *The project's location, the property involved and its proposed use.*
- *The proposed scope of work.*

BBC will acquire 1.63 acres of land in New Bedford across from the main entrance of our Acushnet Sawmill park property. The land will first be used to expand parking and improve public safety/accessibility for all visitors. Second, we will expand public uses by creating a community garden adjacent to the parking lot. Preservation of this land will protect the site character and visitor experience at the Sawmill.

The project site, at the corner of Mill Road and Jireh Street, lies one block east of Jireh Swift School and is in a densely developed neighborhood comprised of small lots. Both the school and community are in need of accessible park space and gardens. We will partner with the Marion Institute's Grow Education project to manage the community garden plots on site. The garden of raised beds and edible shrubs, will serve as an outdoor classroom for Jireh Swift School and provide a community gardening hub for surrounding neighbors.

**2 COMMUNITY NEED (1000 Character Maximum)**

- *What community need(s) will this project address? How does the project benefit the public and what populations(s) will it serve? If it serves a population currently underserved, please describe.*
- *How does the project preserve and enhance the character New Bedford?*

The Sawmill is a treasured neighborhood asset with more than 500 visitors utilizing it each week. The current parking is inadequate to meet visitation demand. This is particularly true during the many days of the school year when buses of children visit the property for environmental education programs. Expanding the parking area will greatly improve safety while allowing more City residents and other visitors to experience the park and river.

The City's residents, including its low-income and immigrant populations need access to healthy food to thrive. In 2014, the City's entire school district qualified for universal free lunch, indicating a significant lack of food security. Many of these problems can be at least partially resolved through better nutrition and nutrition awareness through access to community gardens.

COMMUNITY PRESERVATION FUND ■ PROJECT APPLICATION FY18  
**PROJECT NARRATIVES**

**Project Description**

**3 GOALS & OBJECTIVES (1000 Character Maximum)**

- Describe the project's goals and objectives. The objectives must be specific, measurable, achievable and realistic.
- How does the project meet the general and category-specific priorities outlined in the Community Preservation Plan or other current relevant planning documents?

The principal goal is increasing access for the City's residents/visitors to the Sawmill by acquiring land and expanding parking. This supports the preservation of City open space and enhances public access to public areas (CPP Open Space Goals) while providing opportunities for passive recreation/environmental education, expanding open space and protecting a strategic tract adjacent to a highly valued existing protected open space (CPP Open Space Specific Criteria).

Additionally, the objectives of the garden include: increasing healthy food access for Jireh Swift School students and the neighborhood, creating an outdoor learning garden platform and increasing neighborhood participation in gardens. These efforts support expanding recreational opportunities, creating more passive greenscapes, enhancing access to the water (CPP Recreation Goals) for underserved populations and enhancing the aesthetic experience of the City's greenspace (CPP Recreation Specific Criteria).

**4 MEASURING SUCCESS (1000 Character Maximum)**

- How will the success of this project be measured?

Measuring success for the improved access is shown by buying the land and completing construction of the expanded parking area. We will also remove invasive plants and trash and build a perimeter stone wall for visitor/gardener safety.

For the garden, we will evaluate goals by tracking the participants at each garden-based event, conducting pre and post survey on family garden participation, tracking the teachers incorporating the garden into curriculum and collecting testimonials from teachers, students and families. Success for Grow Education means: families and students are accessing and consuming food from the gardens; families, students and teachers understand the connection between their health and food; teachers are using the gardens as a culturally responsive and project-based platform for learning; gardens are beautiful and thriving and neighbors, teachers, students and families are working collaboratively to use the gardens for gardening, teaching and learning.



## PROJECT NARRATIVES

## Project Description

**5 COMMUNITY SUPPORT (1000 Character Maximum)**

- *Explain the level of community support this project has received. If at all possible, please include letters of support from any groups or individuals who have endorsed this project.*

Since its opening, we have heard about how wonderful the Sawmill park is, but also how difficult and cramped the parking is. Mill Road is a heavily utilized road and the number and speed of cars is a growing concern. Plus, given the closeness of Jireh Swift School, the density of the adjacent North End neighborhoods and the success of the Grow Education program (12 gardens at City schools and healthy food access for 7,000 students and families), demand for a community garden is strong.

This project has received support from a compelling variety of sources. Attached is a community petition from Sawmill visitors along with letters of support from New Bedford Ward 1 Councillor James Oliveira, Senator Mark Montigny, Representative Robert Koczera, Acushnet Town Administrator Brian Noble, Acushnet Conservation Commission Chair Robert Rocha, New Bedford Public Schools Deputy Superintendent Jason DeFalco, Jireh Swift School Principal Tonya Vitorino and Swift School parent Rogerio Venturini.

**6 CRITICAL NEED (1000 Character Maximum)**

- *Is this project of an urgent nature?*
- *Is there a deadline or factors not controlled by the applicant (i.e. opportunity for immediate acquisition, opportunity to leverage available non-CPA grant or other financial opportunity)?*
- *For historic resource applications, is the property at risk for irreparable loss? If so, please include a condition assessment from a qualified professional.*

This application is critical because this is our best chance to secure the land needed to expand the Sawmill parking area. The land is under agreement but must close no later than next November. Given the timing, the CPA funds are the critical element that makes the project work. They will also leverage other private funds needed to complete the project. There are no alternative adjacent parcels to meet this need. If this land is developed, we will have lost the opportunity to provide safe, adequate access to this important park.

The Jireh Swift School has 252 students. It is important that urban students, specifically those from disadvantaged populations such as low-income youth, have, in addition to healthy food, opportunities to engage in science project-based learning. Urban schools often lack the green space and infrastructure to support outdoor hands-on environmental learning. It is then necessary to look beyond the schoolyard for opportunities that fill this critical gap.

## PROJECT NARRATIVES

## Financial

**1 FINANCIAL INFORMATION (2000 Character Maximum)**

- *Describe all successful and unsuccessful attempts to secure funding and/or in-kind contributions, donations, or volunteer labor for the project.*
- *Will the project require funding over multiple years, and if so, provide annual funding requirements.*
- *What is the basis for the total CPA request?*
- *How will the project be affected if it does not receive CPA funds or a reduced amount?*

This project seeks \$370,000 in CPA funding and, upon commitment, we would swiftly move to buy the property, expand the parking area, establish the garden plots and have a public opening in Spring, 2019. Those funds are to be matched by \$55,000 in additional fundraising from BBC and our partners making the total project budget \$425,000. The \$370,000 amount is derived from the cost to purchase the land (\$335,000), due diligence and project closing costs (\$14,000), parking area construction (\$16,000) and signage (\$5,000). The additional fundraising will cover garden and stone wall construction and provision of water service for the garden plot area.

BBC has strong experience in successful project fundraising. It is anticipated that the necessary additional fundraising will come from a mixed combination of project partners, private foundations, individuals and other organizations that support the project goals. As noted previously, the CPA funding is critical as it funds the most expensive element; buying the land. The attached appraisal noted the land could support 6 house lots with no additional approvals necessary. Not receiving the CPA funds would put the entire project in dire jeopardy as there would not be sufficient time to find adequate replacement funding in order to perform on the purchase contract by next November.

As added in-kind value to the project, it is expected that the construction of the raised beds and other infrastructure building related to the garden will be done by an assembly of community volunteers, specifically families and teachers from the Jireh Swift School and BBC land stewardship staff will regularly monitor the property for litter removal, dumping, vandalism or other issues.



COMMUNITY PRESERVATION FUND ■ PROJECT APPLICATION FY18  
PROJECT NARRATIVES

## Project Management

### 1 APPLICANT INFORMATION (1000 Character Maximum)

- Describe the applicant. Are they public, private non-profit, private for-profit, an individual, a partnership, or another type of entity? What is their history and background?
- Identify and describe the roles of all participants (applicants, architects, contractors, etc.), including the project manager.

The Buzzards Bay Coalition ("BBC") was founded in 1987 as a membership-supported nonprofit organization dedicated to the restoration, protection and sustainable use and enjoyment of Buzzards Bay and its 432 square mile watershed. BBC works to improve the health of the Bay ecosystem through education, conservation, research and advocacy and is supported by more than 8,600 members throughout the region.

Based in New Bedford, BBC pursues its mission through specific programs aimed at protecting and improving Bay health and building public awareness. Brendan Annett, VP Watershed Protection, will manage the project. Brendan oversaw the construction and restoration of the Sawmill park and is responsible for more than 2,000 acres under BBC management throughout Southeastern Massachusetts.

### 2 APPLICANT BACKGROUND (1000 Character Maximum)

- Describe any past projects of similar type and scale, or experience that demonstrates the applicant's ability to carry out this project.

Since 1998, BBC has successfully accelerated land protection in the watershed in the face of strong development pressure and has permanently protected more than 8,000 acres of conservation land. This includes some 507 acres of BBC-owned lands that are managed for public use and passive recreation (such as walking, hiking, fishing, wildlife observation and scenic enjoyment). Like the Acushnet Sawmill, BBC has successfully acquired, and opened to the public, properties in Mattapoisett, Fairhaven, Acushnet and Wareham; all of which have proven to be very popular with the public.

BBC has dedicated staff to manage the project and, going forward, can maintain the property and steward its use. We routinely work cooperatively with partners to coordinate efforts and see this project as a great opportunity to protect open space in New Bedford for its enjoyment by the community.

## PROJECT NARRATIVES

## Project Management

**3 PROJECT FEASIBILITY (1000 Character Maximum)**

- *List and explain further actions or steps required for completion of the project, such as environmental assessments, zoning or other permits and approvals, agreement on terms of any required conservation, affordability or historic preservation agreements, subordination agreements, and any known or potential barriers or impediments to project implementation.*

Project implementation would start immediately upon approval and notice of the awarding of CPA funding. BBC land protection staff is well versed in completing due diligence and the associated coordination of real estate closings and in securing needed permits for the parking area and establishing the water service. We would also work with the City Conservation Commission in anticipation of a simultaneous closing on the required conservation restriction. Shortly after closing, we would undertake contracting for the parking area and stone wall construction and signage, with our staff managing all aspects of the project. We would also coordinate necessary fundraising with our partners.

Once CPA funds are awarded, there are no known barriers or impediments to project implementation and timely completion. BBC has done many projects creating parking areas to enhance public accessibility to open space and has the expertise, capacity and proficiency to successfully complete this project.

**4 PROJECT MAINTENANCE (1000 Character Maximum)**

- *Please explain the long-term maintenance plan for the completed project.*

Long-term on-going maintenance for the project would be overseen and coordinated by BBC land stewardship staff. We have established a corps of volunteer citizen monitors for the Sawmill who, with us, would regularly monitor the property for issues addressing them as needed. A land management plan will be created ensuring that natural resources and features are accounted for and properly addressed enhancing and improving the property's curb appeal and the aesthetic view of forest and some unique areas of exposed granite outcropping on the landscape.

Grow Education will facilitate garden management between neighborhood residents, community organizations and the Jireh Swift School. Summer weeks are the peak season for community gardens, and we will rely on community partners as well as Grow Education Garden Manager staff to maintain the gardens and distribute produce.



**PROJECT NARRATIVES****Historic Resources Rehabilitation Projects Requirements****CPA Compliance (1000 Character Maximum)**

- Describe how the proposed project complies with the U.S. Secretary of the Interior's Standards for Rehabilitation, as required by the CPA legislation under the definition of rehabilitation.
- Describe how the applicant will ensure compliance with these standards as the project is ongoing, including an identification of who will make historic preservation determinations.

NA

**Accessibility Requirements****CPA Compliance (1000 Character Maximum)**

- Describe how the proposed project complies with the all ADA/MAAB Regulations.

Because we want all visitors to enjoy the Sawmill, all improvements associated with the project will be designed for universal accessibility and compliant with applicable ADA/MAAB requirements. For example, the expansion of the parking area will be level and at grade and include handicap-accessible parking spaces (with sufficient passenger loading space) proximate to the Mill Road crosswalk to the Sawmill and its ADA-compliant trails. We will work with the City to ensure the crosswalk is marked and signed and any curb cuts are appropriate. Mobility-assisted visitors currently enjoy the Sawmill and the success of this project will enable them to continue to do in a safer setting and in greater numbers in concert with able-bodied visitors.

COMMUNITY PRESERVATION FUND ■ PROJECT APPLICATION FY18  
**PROJECT NARRATIVES**

**Community Housing Projects Requirements**

**CPA Compliance (1000 Character Maximum)**

- *Describe how the proposed project complies with CPA affordability requirements.(100%of AMI for New Bedford)*
- *Describe the number and types of units (e.g.: 1br, 2br).*
- *Provide a complete Development Budget and an Operating Budget (for rental properties).*

NA



**PROJECT SCHEDULE**

Please provide a project timeline below, noting all project milestones. Please note that because the City Council must approve all appropriations, CPA funds, if awarded, may not be available until up to two months following CPC approval.

	ACTIVITY	ESTIMATED DATE
PROJECT START DATE:	Land Acquisition Due Diligence	Spring/Summer 2018
PROJECT MILESTONE:	Land Acquisition/CR	Summer 2018
50% COMPLETION STAGE:	Permitting Approvals In Place	Summer/Fall 2018
PROJECT MILESTONE:	Construction Complete	Early Spring 2019
PROJECT COMPLETION DATE:	Public Opening	April/May 2019

**PROJECT BUDGET**

Please include a complete itemized budget of all project expenses, including the proposed funding source for each expense, in your submission. Note: CPA funds cannot be used for maintenance.

FUNDING SOURCES		EXPENSES				
		STUDY	SOFT COSTS*	ACQUISITION	CONSTRUCTION**	TOTAL
1	NEW BEDFORD CPA	\$	\$ 14,000	\$ 335,000	\$ 21,000	\$ 370,000
2	Private Fundraising	\$	\$	\$	\$ 55,000	\$ 55,000
3		\$	\$	\$	\$	\$
4		\$	\$	\$	\$	\$
5		\$	\$	\$	\$	\$
<b>TOTAL PROJECT COSTS</b>		\$	\$ 14,000	\$ 335,000	\$ 76,000	\$ 425,000

\* Soft costs include design, professional services, permitting fees, closing costs, legal, etc.

\*\* Construction refers to new construction, rehabilitation, preservation, restoration work, and/or accessibility related expenses.

**Project Cost Summary**

Please explain the status of each funding source (i.e., submitting application on X date, applied on X date, received award notification on X date, funds on hand, etc.). For sources where funding has been awarded or funds are on hand, please include documentation from the funding source (e.g., commitment letter, bank statement) in application packet.

FUNDING SOURCE		STATUS OF FUNDING
1	New Bedford CPA	Application submitted 12/8/2017
2	Private Fundraising	Upon awarding of CPA funds, foundation and grants and other asks will be submitted
3		
4		
5		

## Construction Projects Only

ACTIVITY	CPA FUNDS	OTHER FUNDS	TOTAL
<b>Acquisition Costs</b>			
Land	\$ 335,000	\$	\$ 335,000
Existing Structures	\$	\$	\$
Other acquisition costs	\$	\$	\$
<b>Site Work (not in construction contract)</b>			
Demolition/clearance	\$	\$	\$
Other site costs	\$	\$	\$
<b>Construction/Project Improvement Costs</b>			
New Construction	\$ 21,000	\$ 55,000	\$ 76,000
Rehabilitation	\$	\$	\$
Performance bond premium	\$	\$	\$
Construction contingency	\$	\$	\$
Other	\$	\$	\$
<b>Architectural and Engineering</b>			
Architect fees	\$	\$	\$
Engineering fees	\$	\$	\$
Other A & E fees	\$	\$	\$
<b>Other Owner Costs</b>			
Appraisal fees	\$ 1,250	\$	\$ 1,250
Survey	\$ 4,000	\$	\$ 4,000
Soil boring/environmental/LBP	\$ 3,000	\$	\$ 3,000
Tap fees and impact fees	\$	\$	\$
Permitting fees	\$ 1,750	\$	\$ 1,750
Legal fees	\$ 4,000	\$	\$ 4,000
Other	\$	\$	\$
<b>Miscellaneous Costs</b>			
Developer fees	\$	\$	\$
Project reserves	\$	\$	\$
Relocation costs	\$	\$	\$
<b>Project Administration &amp; Management Costs</b>			
Marketing/management	\$	\$	\$
Operating	\$	\$	\$
Taxes	\$	\$	\$
Insurance	\$	\$	\$
Other	\$	\$	\$
<b>TOTAL</b>	<b>\$ 370,000</b>	<b>\$ 55,000</b>	<b>\$ 425,000</b>





Acushnet Sawmill – New Bedford Expansion & Community Garden  
FY2018 CPA Project Application

Attachments

- 1) Signed Purchase and Sale Agreement (Proof of Site Control)
- 2) BBC Certificate of Good Standing
- 3) BBC IRS 501(c)(3) Status Letter
- 4) Project Support Letters and Resident's Petition
- 5) Project Site Plan
- 6) Appraisal of Property
- 7) Project Location Map
- 8) Project Site Photos
- 9) Excerpts from Supporting Documents
- 10) Budget Justification

# Purchase and Sale Agreement

Between

Peter Hawes, Cynthia Hawes Ritter and Mary Ellen Hawes Lees

&

Buzzards Bay Coalition, Inc.

This 11<sup>th</sup> day of October 2017.

## 1. Parties and Mailing Addresses

Peter Hawes, Cynthia Hawes Ritter and Mary Ellen Hawes Lees ("SELLER")  
aka. Richard G. Hawes Revocable Trust  
c/o Mary Ellen Hawes Lees  
536 Potomska Road  
Dartmouth, MA 02748

agrees to SELL, and

Buzzards Bay Coalition, Inc. a Massachusetts nonprofit corporation ("BUYER")  
114 Front Street  
New Bedford, MA 02740, or its assign Acushnet River Reserve, Inc.

agrees to BUY, upon the terms hereinafter set forth ("Agreement"), the property described below.

## 2. Description

Those certain parcels of land in the City of New Bedford comprising approximately 1.63 acres, more or less, and shown as New Bedford Assessors Map 127, Lots 26, 362, 363, 364, 365, and 366 ("Premises") and generally depicted on that certain map identified as Exhibit "A" attached hereto and incorporated herein by reference.

## 3. Title Deed

Said Premises to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- a. provisions of existing building and zoning laws;
- b. such taxes for the then current year as are not due and payable on the date of the delivery of the deed;
- c. any liens for municipal betterments assessed after the date of this Agreement; and
- d. easements, restrictions and reservations of record, if any.
- e. any encumbrance that would be revealed on a current and accurate survey of the Premises being conveyed.



4. Plans

If a plan or survey is necessary to be recorded therewith to adequately describe the Premises being conveyed, the BUYER shall pay for said plan or survey and deliver it in form adequate for recording.

5. Registered Title

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, reasonably requested in order to enable the BUYER to obtain such Certificate of Title.

6. Purchase Price

The agreed upon purchase price for said Premises is Three Hundred Thirty-Five Thousand and No/100ths Dollars (\$335,000.00) ("Purchase Price"), with a deposit of One and No/100ths Dollars (\$1.00) the receipt and sufficiency of which is hereby acknowledged by the SELLER, and is to be paid in full by certified, cashier's, treasurer's or bank check at the time of delivery of the deed.

Said purchase by BUYER is subject to the ability of the BUYER to support a value equal to the Purchase Price as a fair market value for the Premises through an independent appraisal by December 8, 2017. If appraisal value does not meet or exceed \$335,000, BUYER has the right to terminate this Agreement, at which time all deposits shall be refunded and all obligations of the parties hereto shall cease and be void without recourse to either party hereto.

The BUYER and SELLER acknowledge that if the fair market value of the Premises exceeds the Purchase Price, then BUYER will work with the SELLER to capture any donation or bargain sale value upon review of the SELLER's documentation thereof.

7. Closing Date and Delivery of Deed

Such deed is to be delivered on or before 1:00 PM on November 30, 2018 ("Closing Date"), at the offices of BUYER's counsel, unless otherwise agreed upon by the parties. It is agreed that time is of the essence for this Agreement. The parties hereto agree that the time of performance may be accelerated to an earlier date such as mutually acceptable to the parties.

8. Possession and Condition of Premises

Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered on the Closing Date, said Premises to be then:

- a. in the same condition as it now is, reasonable use and wear thereof excepted; and
- b. not in violation of said building and zoning laws;

The BUYER shall be entitled personally to inspect said Premises prior to Closing Date in order to determine whether the condition thereof complies with the terms of this paragraph.

9. Extension to Perfect Title or Make Premise Conform

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if on the Closing Date the Premises do not conform with the provisions hereof, SELLER shall use reasonable efforts to remove any defects in title required to be removed pursuant to the terms hereof, to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER on or before the Closing Date, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days. SELLER shall not be obligated to expend more than Five Thousand and No/100ths Dollars (\$5,000.00) in using reasonable efforts hereunder exclusive of monetary encumbrances.

10. Failure to Perfect Title or Make Premises Conform

If, at the expiration of the extended time, the SELLER shall have failed to remove any defects in title required to be removed pursuant to the terms hereof, deliver possession, or to make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. Buyer's Election to Accept Title

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay, therefore, the Purchase Price without deduction, in which case the SELLER shall convey such title.

12. Acceptance of Deed

The acceptance of a deed by the BUYER or its nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the Closing Date.

13. Use of Money to Clear Title

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

14. Adjustment of Real Estate Taxes

SELLER shall pay a pro-rata share of the real estate taxes due and payable in the year of Closing and 100% of any taxes due and payable in previous years, including any delinquent, discounted,



or deferred taxes. BUYER shall pay a pro-rata share of the real estate taxes due and payable in the year of Closing and 100% of all taxes due and payable in subsequent years.

15. Adjustment of Unassessed and Abated Taxes

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with the reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes, which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

16. Broker(s) Warranty

BUYER warrants and represents to SELLER, and SELLER represents and warrants to BUYER, that they have not dealt with any broker or any other person entitled to a broker's commission in connection with the negotiation or execution of the Agreement or the consummation of the transaction contemplated hereby, and each agrees to hold the other harmless and indemnified against all damages, claims, losses and liabilities, including legal fees, incurred by the other arising out of, or resulting from, the failure of this representation and warranty. This provision shall survive the closing contemplated hereunder.

17. Deposits

All deposits made hereunder shall be duly accounted for at the time for performance under this Agreement. In the event the SELLER fails to perform under this Agreement, all deposits shall be refunded to BUYER which shall be BUYER's sole and exclusive remedy at law or in equity for any breach by SELLER hereunder. If contingencies are satisfied and BUYER fails to perform, SELLER may keep deposits except as further described in this Agreement.

18. Buyer's Default Damages

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law or in equity for any breach hereunder.

19. Release By Spouse

If applicable, the SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.

20. Liability of Trustee, Shareholder, Beneficiary

If the SELLER or BUYER execute this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so

executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

21. Warranties, Representations, Limitations and Exclusions

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

NONE MADE OR RELIED UPON.

22. Financing Contingency

The parties acknowledge that the BUYER shall require and shall seek commitments for funding of 100% of the Purchase Price from such public or private funding source(s) as BUYER deems appropriate. BUYER will work with the funder(s) to be sure all information and due diligence is submitted and/or conducted in a timely manner to facilitate approval of the funds. SELLER agrees to cooperate at no cost to SELLER with the submittal of any and all funding applications deemed necessary by BUYER. SELLER agrees to sign all documents necessary to apply for and/or receive said funding from any private or public source including any language which may be required in the deed or other closing documents as a condition of said funding. If Buyer is unable to obtain said funding then BUYER shall have the right to terminate this Agreement, at which time all deposits shall be refunded and all obligations of the parties hereto shall cease and be void without recourse to either party hereto.

23. Environmental Contingency

BUYER'S obligations hereunder are subject to BUYER obtaining, at its option and sole expense, risk and hazard, in its sole judgment and within ninety (90) days of the date of this Agreement, an acceptable environmental site assessment. SELLER agrees to allow BUYER, or BUYER'S agents, access to the Premises for testing purposes. In the event the results are unacceptable to BUYER in Buyer's sole absolute discretion, SELLER shall forthwith return any deposits made by BUYER.

24. Existing Due Diligence

SELLER shall provide copies of all appraisal, title, environmental or survey work completed on the Premises (if any), within fifteen (15) business days of the full execution of this Agreement, as time is of the essence.

25. Construction of Agreement

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees,



executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this agreement nor are they to be used in determining the intent of the parties to it.

## 26. Practice Standards

Any matter or practice arising under or related to this Agreement which is the subject of a practice standard of the Real Estate Bar Association of Massachusetts, or its successor organization, shall be governed by such standard to the extent applicable.

## 27. Internal Revenue Service Documents

Simultaneously with the delivery of the deed for the fee interest in the land, SELLER shall execute and/or deliver:

An affidavit satisfying the requirements of § 1445 of the Internal Revenue Code and regulations issued there under which states, under penalty of perjury the SELLER'S United States taxpayer identification number, that the SELLER is not a foreign person, and the SELLER'S address (the "1445 Affidavit"); and

Internal Revenue Service Form W-8 or Form W-9, as applicable, with the SELLER'S United States tax identification number and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to backup withholding.

## 28. Superseding Agreement

This Agreement supersedes all prior agreements between the parties, either oral or written, including all Offers to Purchase, which are hereby deemed null and void. In the event that a conflict shall arise between the provisions of this addendum and those of the foregoing Agreement to which it pertains, the provisions of this addendum shall control.

## 29. Notice

Any notice to be given hereunder shall be in writing and signed by the parties or the parties attorneys and shall be deemed to have been given (a) when delivered in hand; or (b) three days after mailing when mailed by certified mail, postage prepaid, return receipt requested; or (c) the following business day when sent by overnight courier:

In the case of the BUYER to:

Brendan Annett  
Buzzards Bay Coalition, Inc.  
114 Front Street  
New Bedford, MA 02740

In the case of the SELLER to:

Mary Ellen Hawes Lees  
536 Potomska Road  
Dartmouth, MA 02748

30. Assignment

BUYER shall not have the right to assign this Agreement without SELLER's prior written consent, other than to its affiliate Acushnet River Reserve, Inc. which shall not require SELLER's consent.

31. Counterparts; Transmission Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one instrument. Further, the parties agree that any signature hereto sent via telefax transmission or email PDF transmission shall be deemed an original binding signature hereto

32. Construction of Agreement and Interpretation

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both SELLER and BUYER have contributed substantially and materially to the preparation of this Agreement.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

RICHARD G. HAWES REVOCABLE TRUST

BUZZARDS BAY COALITION, INC.

  
\_\_\_\_\_  
Peter Hawes SELLER

  
\_\_\_\_\_  
Mark Rasmussen, President BUYER

\_\_\_\_\_  
Cynthia Hawes Ritter SELLER

\_\_\_\_\_  
Mary Ellen Hawes Lees SELLER



In the case of the SELLER to:

Mary Ellen Hawes Lees  
536 Potomska Road  
Dartmouth, MA 02748

30. Assignment

BUYER shall not have the right to assign this Agreement without SELLER's prior written consent, other than to its affiliate Acushnet River Reserve, Inc. which shall not require SELLER's consent.

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NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

RICHARD G. HAWES REVOCABLE TRUST

BUZZARDS BAY COALITION, INC.

Peter Hawes

SELLER

Mark Rasmussen, President

BUYER

  
Cynthia Hawes Ritter SELLER

Mary Ellen Hawes Lees

SELLER

In the case of the SELLER to:

Mary Ellen Hawes Lees  
536 Potomska Road  
Dartmouth, MA 02748

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BUYER shall not have the right to assign this Agreement without SELLER's prior written consent, other than to its affiliate Acushnet River Reserve, Inc. which shall not require SELLER's consent.

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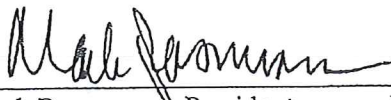
NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

RICHARD G. HAWES REVOCABLE TRUST

BUZZARDS BAY COALITION, INC.

Peter Hawes


SELLER

  
Mark Rasmussen, President

BUYER

Cynthia Hawes Ritter

SELLER

  
Mary Ellen Hawes Lees

SELLER



# Acushnet Sawmill Expansion – New Bedford







William Francis Galvin  
Secretary of the  
Commonwealth

*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

Date: December 06, 2017

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**BUZZARDS BAY COALITION, INC.**

is a domestic corporation organized on **July 28, 1987**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

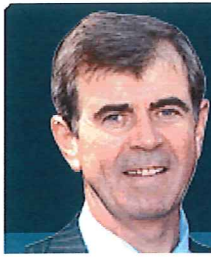
Secretary of the Commonwealth

Certificate Number: 17120147670

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:





## William Francis Galvin Secretary of the Commonwealth of Massachusetts

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Commission](#)[Public Records](#)[Publications and  
Regulations / Bookstore](#)[Registry of Deeds](#)[Securities](#)[State House Tours](#)[Records Center](#)[Regional Offices](#)[Address Confidentiality  
Program \(ACP\)](#)[Census](#)

## Certificate Number Verification

Any certificate that contains a **validation number** in the bottom left hand corner under Massachusetts state seal can be validated. Any certificate that contains a gold embossed cannot be validated.

**Enter certificate number:**

Certificate number:

**17120147670**

Certificate type:

**Good Standing**

Business Entity name:

**BUZZARDS BAY COALITION, INC.**

Date certificate issued:

**12-07-2017**

William Francis Galvin, Secretary of the Commonwealth of Massachusetts

[Terms and Conditions](#)  
[Accessibility Statement](#)

**Internal Revenue Service**

**Date:** April 14, 2004

Coalition for Buzzards Bay, Inc.  
620 Belleville Avenue  
New Bedford, MA 02745-6035

**Department of the Treasury**  
**P. O. Box 2508**  
**Cincinnati, OH 45201**

**Person to Contact:**

Robert Molloy 31-04023  
Customer Service Representative

**Toll Free Telephone Number:**

8:00 a.m. to 6:30 p.m. EST  
877-829-5500

**Fax Number:**

513-263-3756

**Federal Identification Number:**

04-2971978

Dear Sir or Madam:

This is in response to your request of April 14, 2004, regarding your organization's tax-exempt status.

In February 1988 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.



Coalition for Buzzards Bay, Inc.  
04-2971978

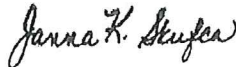
Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE  
Customer Account Services

**From the desk of**  
**James D. Oliveira**  
**City of New Bedford**  
**Ward 1 City Councilor**

December 4, 2017

New Bedford Community Preservation Committee  
c/o Department of Planning, Housing & Community Development  
608 Pleasant Street, 2d Floor  
New Bedford, MA 02740

Re: Acushnet Sawmill – New Bedford Expansion & Community Garden Project  
New Bedford FY2018 CPA Application

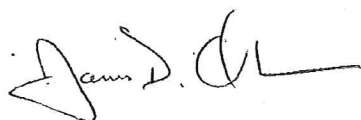
Dear Committee:

I am pleased to strongly support the Buzzards Bay Coalition's CPA application seeking to expand the popular Acushnet Sawmill Reserve into the City of New Bedford and to establish a community garden on the site. The Sawmill Reserve has seen a phenomenal growth in visitors to the point that safely parking to enjoy the property has become an issue. Adding to the existing parking lot is critical to ensuring continued safety and accessibility for visitors, many of whom are New Bedford residents.

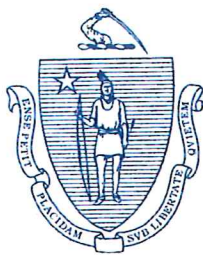
In addition, the chance to bring the thriving Grow Education program to Jireh Swift Elementary School students to teach them about healthy food options and participate with their families in growing such foods is an equally important aspect of the proposal. The acquisition also solves the perennial problem of unauthorized dumping in the area described within the funding request.

I am ecstatic this project made it through the initial review. Please see the attached application which more fully details the project, its timeline and budget. Because it fits within both the Conservation and Recreation categories of allowable CPA projects, I strongly encourage you to support the project and the benefits it will bring to the City of New Bedford residents and visitors alike.

Sincerely,



James D. Oliveira



*The Commonwealth of Massachusetts*

**MASSACHUSETTS SENATE**

OFFICE OF THE ASSISTANT MAJORITY LEADER

**SENATOR MARK MONTIGNY**  
**ASSISTANT MAJORITY LEADER**  
*Second Bristol and Plymouth District*

**CHAIRMAN**  
**SENATE COMMITTEE ON RULES**

STATE HOUSE, ROOM 312C  
BOSTON, MA 02133-1053

TEL: (617) 722-1440

FAX: (617) 722-1068

DISTRICT TEL: (508) 984-1474

[MARK.MONTIGNY@MASENATE.GOV](mailto:MARK.MONTIGNY@MASENATE.GOV)  
[WWW.MASENATE.GOV](http://WWW.MASENATE.GOV)

December 8, 2017

New Bedford Community Preservation Committee  
c/o Department of Planning, Housing & Community Development  
608 Pleasant Street, 2d Floor  
New Bedford, MA 02740

Dear Committee Members:

I am writing to express support for the Buzzards Bay Coalition's CPA application. Since its inception, the Coalition has demonstrated an infallible commitment to preserving open space and public access. The Coalition recently requested my support for their current CPA proposal to expand the Acushnet Sawmill Reserve into New Bedford along with the creation of community garden.

The Sawmill Reserve has seen a phenomenal growth in visitors to the point that safely parking to enjoy the property has become an issue. Adding to the existing parking lot is critical to ensuring continued safety and accessibility for visitors, many of whom are New Bedford residents. In addition, this project seeks to bring the thriving Grow Education program to Jireh Swift Elementary School students so that they can learn about healthy food options and participate with their families in growing such produce.

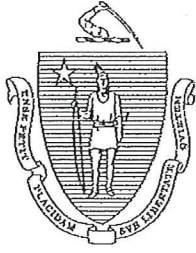
As the committee engages in a full and fair analysis of all worthy projects, I want to assure you that this project has my full support. If you have any questions or concerns please do not hesitate to contact my office at anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Montigny".

Mark Montigny  
SENATOR





*The Commonwealth of Massachusetts*

HOUSE OF REPRESENTATIVES  
STATE HOUSE, BOSTON 02133-1054

ROBERT M. KOCZERA  
REPRESENTATIVE  
11TH BRISTOL DISTRICT  
119 JARRY STREET  
NEW BEDFORD, MA 02746  
Home: (508) 998-8041

Committees:  
Vice Chair, Technology and Intergovernmental Affairs  
Ways and Means  
Housing  
Environment, Natural Resources and Agriculture

ROOM 448, STATE HOUSE  
TEL. (617) 722-2582  
FAX (617) 722-2879  
Robert.Koczera@mahouse.gov

December 6, 2017

New Bedford Community Preservation Committee  
c/o Department of Planning, Housing & Community Development  
608 Pleasant Street, 2d Floor  
New Bedford, MA 02740

Re: **Acushnet Sawmill – New Bedford Expansion & Community Garden Project**  
**New Bedford FY2018 CPA Application**

To the Members of the Committee:

I write to convey my support for the Buzzards Bay Coalition's CPA application seeking to expand the Acushnet Sawmill Reserve into the City of New Bedford and to establish a community garden on the site.

The Sawmill Reserve has seen a phenomenal growth in visitors over the past two years. This location is in the heart of my district and I can personally attest to the value it brings to the neighborhood. Adding to the existing parking lot is critical to ensuring continued safety and accessibility for visitors, many of whom are New Bedford residents. Additionally, the community garden will be developed through the Grow Education program, in partnership with the Jireh Swift Elementary School. Students will learn about healthy food options and then have the opportunity to grow these foods themselves with their classmates and families.

I am very pleased this project made it through the initial review. Please see the attached application for project timeline and budget details. Because it fits within both the Conservation and Recreation categories of allowable CPA projects, I ask that you support the project and the benefits it will bring to the City of New Bedford and its residents and visitors alike.

Sincerely,

**Robert M. Koczera**  
STATE REPRESENTATIVE  
11<sup>th</sup> Bristol District  
New Bedford and Acushnet



## TOWN OF ACUSHNET

[www.acushnet.ma.us](http://www.acushnet.ma.us)

122 MAIN STREET

ACUSHNET, MASSACHUSETTS 02743-1548

BRIAN S. NOBLE  
Town Administrator

[bnoble@acushnet.ma.us](mailto:bnoble@acushnet.ma.us)  
508.998.0200

December 7, 2017

New Bedford Community Preservation Committee  
c/o Department of Planning, Housing & Community Development  
608 Pleasant Street, 2d Floor  
New Bedford, MA 02740

**Re: Acushnet Sawmill – New Bedford Expansion &  
Community Garden Project  
New Bedford FY2018 CPA Application**

Dear Committee:

I am pleased to support the Buzzards Bay Coalition's CPA application seeking to expand the popular Acushnet Sawmill Reserve and to establish a community garden on the site. The Sawmill Reserve has seen a phenomenal growth in visitors to the point that safely parking to enjoy the property has become an issue. Adding to the existing parking lot is critical to ensuring continued safety and accessibility for visitors. I know of the Sawmill Reserve's popularity and enhancing its capacity to host people is only positive for New Bedford and Acushnet. In addition, the chance to host a community garden there is exciting. Access to healthy food options is important and getting families involved in learning about, and growing, such foods is too important to not pursue.

I am glad that this project made it through the initial review. Please see the attached application which more fully details the project, its timeline and budget. Because it fits within both the Conservation and Recreation categories of allowable CPA projects, I encourage you to support the project and the benefits it will bring to New Bedford and Acushnet.

Sincerely,

December 4, 2017

New Bedford Community Preservation Committee  
c/o Department of Planning, Housing & Community Development  
608 Pleasant Street, 2d Floor  
New Bedford, MA 02740

Re: Acushnet Sawmill – New Bedford Expansion & Community Garden Project  
New Bedford FY2018 CPA Application

Dear Committee:

I am pleased to support the Buzzards Bay Coalition's CPA application seeking to expand the popular Acushnet Sawmill Reserve and to establish a community garden on the site. The Sawmill Reserve has seen a phenomenal growth in visitors to the point that safely parking to enjoy the property has become an issue. Adding to the existing parking lot is critical to ensuring continued safety and accessibility for visitors. I know of the Sawmill Reserve's popularity and enhancing its capacity to host people is only positive for New Bedford and Acushnet. In addition, the chance to host a community garden there is exciting. Access to healthy food options is important and getting families involved in learning about, and growing, such foods is too important to not pursue.

I am glad that this project made it through the initial review. Please see the attached application which more fully details the project, its timeline and budget. Because it fits within both the Conservation and Recreation categories of allowable CPA projects, I encourage you to support the project and the benefits it will bring to New Bedford and Acushnet.

Sincerely,

*Robert Rodaf*

CHAIR

Acushnet Conservation

Commission





PIA DURKIN, Ph.D.  
SUPERINTENDENT

## NEW BEDFORD PUBLIC SCHOOLS

PAUL RODRIGUES ADMINISTRATION BUILDING  
455 COUNTY STREET  
NEW BEDFORD, MASSACHUSETTS 02740  
[www.newbedfordschools.org](http://www.newbedfordschools.org)

(508) 997-4511

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

JASON DeFALCO, Ed.D.  
DEPUTY SUPERINTENDENT

HEATHER EMSLEY  
EXECUTIVE DIRECTOR OF  
HUMAN CAPITAL SERVICES

KIMBERLI A. BETTENCOURT  
EXECUTIVE DIRECTOR OF  
SPECIAL EDUCATION & STUDENT SERVICES

ANDREW O'LEARY  
BUSINESS MANAGER

SONIA WALMSLEY  
EXECUTIVE DIRECTOR OF  
EDUCATIONAL ACCESS & PATHWAYS

November 14, 2017

Dear New Bedford Community Preservation Committee,

The New Bedford Public School (NBPS) system is pleased to offer our support to Grow Education and the Buzzards Bay Coalition 2017 grant application to the New Bedford Community Preservation Act Fund, seeking to create a community garden at the Acushnet Sawmill with direct accessibility to the Jireh Swift Elementary School. Community gardens offer the opportunity for hand-on and project based learning for our students, making science come alive. Over the past five years, New Bedford Public Schools has partnered with Grow Education at 12 school locations, and we would be happy to have Jireh Swift Elementary become the 13<sup>th</sup>.

We look forward to deepening our relationship and work with both Grow Education and the Buzzards Bay Coalition over the coming years.

Sincerely,

Jason DeFalco, Ed.D.  
Deputy Superintendent



PIA DURKIN, Ph.D.  
SUPERINTENDENT

**Jireh Swift School**

2203 Acushnet Avenue  
New Bedford, Ma 02745  
Tel: (508) 997-4511, x. 2247  
Fax #: (508) 998-0887

**Mrs. Tonya Vitorino, Principal**

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

**MR. JASON DeFALCO**  
CHIEF ACADEMIC OFFICER

**MS. HEATHER EMSLEY**  
EXECUTIVE DIRECTOR OF  
HUMAN CAPITAL SERVICES

**BARRY RABINOVITCH, Ph.D.**  
INTERIM BUSINESS MANAGER

**MS. SONIA WALMSLEY**  
ENGLISH LANGUAGE LEARNERS & FAMILY  
WELCOME CENTER MANAGER

November 16, 2017

Dear New Bedford Community Preservation Committee,

The Jireh Swift School is excited to offer our support to Grow Education and the Buzzards Bay Coalition 2017 grant application to the New Bedford Community Preservation Act Fund, seeking to create a community garden at the Acushnet Sawmill. The proposed location is just a block away from our school, and would serve as a space for us to teach science and the importance of being a member of our community. Our schoolyard is comprised of mostly concrete, and we are in need of greenspaces to bring out students. We are excited thinking about the potential to offer our families the opportunity to grow their own produce and increase their accessibility to healthy food.

We look forward to begin working with both Grow Education and the Buzzards Bay Coalition over the coming years.

Sincerely,

Tonya Vitorino, Principal  
Jireh Swift School



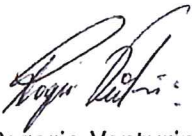
November 13, 2017

Dear New Bedford Community Preservation Committee,

As a parent of the Jireh Swift School I am enthusiastic to offer my support for Grow Education and the Buzzards Bay Coalition 2017 grant application to the New Bedford Community Preservation Act Fund. I have been watching as other schools throughout the district work with Grow Education to build community gardens and have been patiently waiting with my children for the program to come to the Swift School. As a parent, I am excited for my children to participate in lessons in the garden and to come with my family afterschool and on weekends to water and harvest what we grow.

I look forward to being a part of this project for years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Rogerio Venturini". The signature is stylized with a large, looping initial "R" and a cursive script for the rest of the name.

Rogerio Venturini

## I SUPPORT THE NEW BEDFORD EXPANSION OF THE ACUSHNET SAWMILL

As a New Bedford resident and active user of the 'Acushnet Sawmill', I am excited to support the Buzzards Bay Coalition's Community Preservation Funding request to the City to expand uses and improve access to one of southeastern Massachusetts' most unique natural areas.

Since its opening in 2015, the Buzzards Bay Coalition's Acushnet Sawmill Reserve has become a treasured neighborhood asset in the north end. But while its users and beneficiaries are primarily residents of the City of New Bedford, the site is currently entirely located in the town of Acushnet.

With CPA support, the Coalition aims to acquire the 1.63 acres of land in the City of New Bedford immediately across from the Sawmill's main entrance and add it to the Reserve. The land will first be used to expand parking for the Sawmill and improve public safety and accessibility for everyone visiting the site. Second, they will expand public uses by partnering with the Marion Institute's GROW Education project to design and build a community garden. All improvements will be universally accessible.

My quality of life is greatly enhanced by the natural resources and outdoor recreational facilities found at the Acushnet Sawmill. I look forward to seeing this City asset expanded and further improved.

ROLAND N. PAYANT 110 TRURO ST. NEW BEDFORD 02745

Name New Bedford Home Address

Justin LaVine 2748 Acushnet Ave, NB, 02777

Name New Bedford Home Address

Rachel Almeida 1031 Sheffield St. N.B 02745

Name New Bedford Home Address

Robert Almeida 1023 Sheffield St. N.B 02745

Name New Bedford Home Address

Sheila Almeida 1031 Sheffield St. N.B. 02745

Name New Bedford Home Address

Brendan Kure 70 Walden St NB 02740

Name New Bedford Home Address

PAUL ROSINER 170 RIVERSIDE AVE NEW BEDFORD MA 02745

Name New Bedford Home Address

Daniel O'Neill 1475 BRACEY RD #18 NB MA 02745

Name New Bedford Home Address

Gary 3436 Acushnet Ave NB 02745

Name New Bedford Home Address

Caitie Chouard 234 Dawson Street NB 02745

Name New Bedford Home Address

Signed December 2017



# Acushnet Sawmill Expansion – New Bedford





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Katherine Bennett-Weber 200 Riverside Ave Unit 223 NB 02746  
Name New Bedford Home Address

Gordon Weber 200 Riverside Ave - Apt 223 N.B 02746  
Name New Bedford Home Address

Silverio Raposo 41 Jireh St New Bedford Ma, 02745  
Name New Bedford Home Address

Rene Dorey 249 S 2ND ST, 02740  
Name New Bedford Home Address

MICHAEL L JAMILKOWSKI 156 HARVARD ST NEW BEDFORD MA  
Name New Bedford Home Address

Ann DeMoranville 2242 Acushnet Ave New Bedford  
Name New Bedford Home Address

Loreene Sweeney 740 Rochdale Ave N.B.  
Name New Bedford Home Address

Thomas Gomes 47 Hollis St New Bedford MA  
Name New Bedford Home Address

Lindsay Williams 11 Desautels St New Bedford  
Name New Bedford Home Address

KEN WAYNER 68 EVGINIA AVE NEW BEDFORD  
Name New Bedford Home Address



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Xiomara Lopez 245 Harvard St  
Name New Bedford Home Address

Liam Demas 259 Raymond St.  
Name New Bedford Home Address

Dan Pardo 130 E. Bristol St  
Name New Bedford Home Address

Kathleen A. Wells 37 Pontiac Street, NB, 02745  
Name New Bedford Home Address

Kristen Manning 65 Sylvia St NB  
Name New Bedford Home Address

Hilda Smith 62 Foster St NB  
Name New Bedford Home Address

David Lucas 128 Wood St New Bedford  
Name New Bedford Home Address

Ann Meryth 973 Homestead St NB  
Name New Bedford Home Address

Michael DeSaiza 2416 Acushnet Ave  
Name New Bedford Home Address

Paul Roy 123 Hatch St.  
Name New Bedford Home Address

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Hyle Booker 2053 Shawmut Ave. 02745  
Name New Bedford Home Address

Randy Rivet 315 Hersom St  
Name New Bedford Home Address

Dianne Rivet 315 Hersom St  
Name New Bedford Home Address

Ron Desmarais 151 Maryland St.  
Name New Bedford Home Address

James Stuckert 1146 Chaffee St.  
Name New Bedford Home Address

PHILIP ARCOUEITE SR. 1986 ACUSHNET AVE. N.B  
Name New Bedford Home Address

Steve Walker 1034 Kenmore NB, MA. 02745  
Name New Bedford Home Address

Carolann Walker 1034 Kenmore St. NB, MA. 02745  
Name New Bedford Home Address

Jo Gil 167 Townsend St NB MA 02746  
Name New Bedford Home Address

Kenny Rogers 245 Harvard St.  
Name New Bedford Home Address

Signed December 2017



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MARIL LANAUX

392 HERSOM ST New Bedford

Name

New Bedford Home Address

Ryan Corbett

867 Lucy St New Bedford

Name

New Bedford Home Address

Austin Sarahs

326 Nash RD New Bedford

Name

New Bedford Home Address

Allen Decker

52 Arnold St, New Bedford

Name

New Bedford Home Address

Name

New Bedford Home Address

Name

New Bedford Home Address

Name

New Bedford Home Address

Name

New Bedford Home Address

Name

New Bedford Home Address

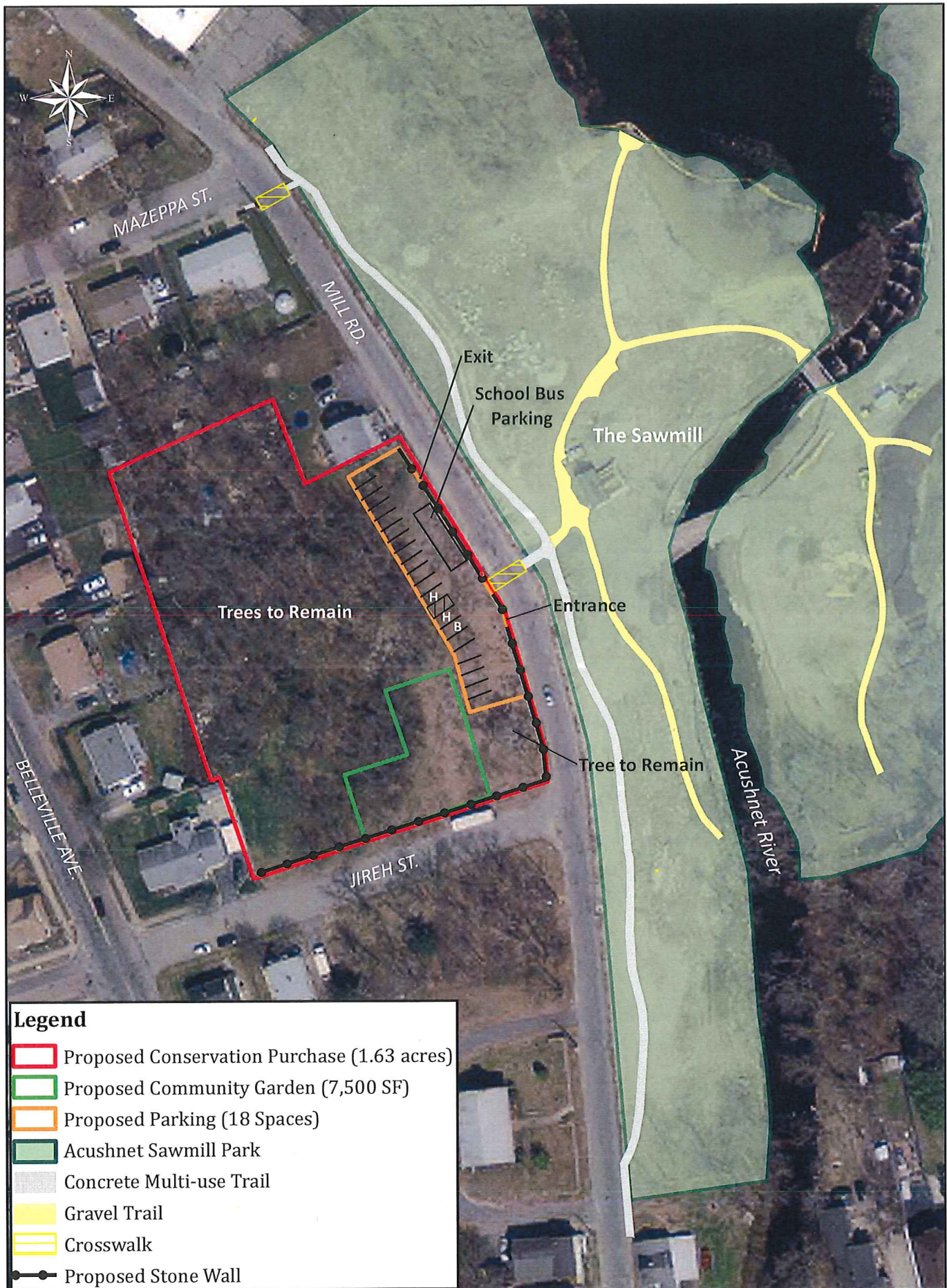
Name

New Bedford Home Address

Signed December 2017



# Acushnet Sawmill Expansion - New Bedford





(6)

*Mill Road and Jireh Street  
New Bedford, Massachusetts*

# *Appraisal Report*

Effective Date of Appraisal: November 17, 2017

Prepared for:  
Brendan Annett  
Vice President, Watershed Protection  
The Buzzards Bay Coalition  
114 Front Street  
New Bedford, MA 02740

*Realworth*

---

*Appraising & Consulting*

Mark D. Truran  
Massachusetts Certified General Real Estate Appraiser #4460  
Post Office Box 466  
East Wareham, Massachusetts 02538  
Telephone: 508-789-9695  
realworth@verizon.net

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***Letter of Transmittal***

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December 4, 2017

Brendan Annett  
Vice President, Watershed Protection  
The Buzzards Bay Coalition  
114 Front Street  
New Bedford, MA 02740

Dear Mr. Annett:

As requested, I have prepared the following Appraisal Report for the property located at Mill Road and Jireh Street, New Bedford, Massachusetts. The purpose of the report is to estimate a market value for all the lots together, as of November 17, 2017. The intended use of the report is for decision making relative to a possible purchase of the property and for obtaining Community Preservation Act funds through the City of New Bedford. In addition to the Buzzards Bay Coalition, another intended use of the report is the City of New Bedford.

It is my opinion and conclusion that the market value of the fee simple estate of the herein-described property, as of November 17, 2017, is \$400,000.

This appraisal is based on the extraordinary assumption that any ledge that may be on the property would not have a significant effect on the cost of constructing a single-family dwelling with a full basement on any of the six lots.

This letter of transmittal is followed by the Appraisal Report, prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP). As such, it presents a discussion of the data, reasoning, and analyses that were used in the appraisal process, but some of the supporting documentation concerning the data, reasoning, and analysis is retained in my files.

Respectfully submitted,



Mark D. Turan  
Massachusetts Certified General  
Real Estate Appraiser #4460

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## *Qualifications of Appraiser*

### Mark D. Truran

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Employment	<p>1996 - present Realworth Appraising &amp; Consulting, East Wareham, MA</p> <p>1989 - 1997 Larrivee Real Property Appraisers, New Bedford, MA Staff Appraiser</p> <p>1984 - 1989 Upper Cape Realty Corporation, Buzzards Bay, MA Real Estate Broker</p> <p>1981-1984 Conservation Commission, Wareham, MA Clerk/Consultant</p>
Education	<p><i>Massachusetts Board of Real Estate Appraisers:</i></p> <p>"New England Appraisers Expo – Commercial Program" (2017) "Defensible Appraising" (2016) "Green in Residences and Appraisals" (2014) "Appraisal of 2-4 Family and Multi-Family Properties" (2012) "Challenging Assignments for Residential Appraisers" (2012) "Uniform Standards of Professional Appraisal Practice Update" (2003, 2006, 2014, 2016) "Unique and Unusual Residential Properties" (2000) "Land Development" (2000) "2-4 Family Residential Income Property Appraisal" (2000) "Commercial Appraisal Review Techniques" (2000)</p> <p><i>Appraisal Institute:</i></p> <p>"Rates and Ratios" (2016) "General Appraiser Market Analysis and Highest &amp; Best Use" (2016) "General Appraiser Report Writing and Case Studies" (2015) "Real Estate Finance, Statistics, and Valuation Modeling" (2014) "Comparative Analysis" (2012) "Using Your HP 12C Financial Calculator" (2012) "Uniform Standards of Professional Appraisal Practice Update" (2009, 2011, 2012) "Valuation of Green Residential Properties" (2009) "Eminent Domain and Condemnation" (2009, 2016) "Subdivision Valuation" (2009) "Appraising from Blueprints and Specifications" (2009) "Real Estate Appraisal Operations" (2009) "Scope of Work" (2009) "Analyzing Operating Expenses" (2006) "Feasibility, Market Value, Investment Timing: Option Value" (2003) "Introduction to GIS Applications for Real Estate Appraisal" (2003) "Valuation of Detrimental Conditions in Real Estate" (2003) "Small Hotel/Motel Valuation" (2003) "Analyzing Distressed Real Estate" (2003) "Internet Search Strategies for Real Estate Appraisers" (2003) "Advanced Income Capitalization" (1994)</p> <p>Williams College, Williamstown, MA B.A. in Philosophy with a Concentration in Environmental Studies (1981)</p>
License	<p>Massachusetts Certified General Real Estate Appraiser, #4460</p>



## ***Purpose of Appraisal and Definitions***

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### ***Purpose and Date of Valuation***

The purpose of the appraisal is to estimate the market value of the fee simple estate of the property under market conditions prevailing on November 17, 2017. The property has no known encumbrances or appurtenant rights. The intended use of the appraisal is for decision making relative to a possible purchase of the property and for obtaining Community Preservation Act funds through the City of New Bedford. In addition to the Buzzards Bay Coalition, another intended use of the report would be the City of New Bedford.

### ***Definition of Market Value***

Market value is “the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: buyer and seller are typically motivated; both parties are well informed or well advised, and acting in what they consider their own best interests; a reasonable time is allowed for exposure in the open market; payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale”.<sup>1</sup>

### ***Definition of Fee Simple Estate***

Fee simple estate is “absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat”.<sup>2</sup>

1. Code of Federal Regulations, Title 12, Chapter V, Part 564, pursuant to the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA)
2. The Dictionary of Real Estate Appraisal, Fifth Edition, by the Appraisal Institute, Page 78.

## ***Scope of Work***

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I have inspected the subject property. Other information about the property has been derived from public records, as further described herein.

I have relied on the current deed for information regarding easements, covenants, restrictions, and other encumbrances affecting the subject property. Because the current deed only makes reference to an earlier deed and includes no description of the subject property, I have relied mostly on a certain recorded plan, which is referenced herein. I have not performed a title examination of the subject property.

In order to determine the development potential of the property, I have reviewed state and municipal laws and regulations.

I have examined the subject property's market area, to determine the existing and proposed inventory, as well as demand for and marketability of property of this type.

I have researched sales of properties similar to the subject property that have occurred over the past three years in nearby portions of New Bedford and Acushnet.

In order to determine the highest and best use for the subject property, I have completed a survey of the market, noting supply and demand factors, and examined the feasibility of alternative uses.

I have not applied the Cost Approach to Value, for reasons further explained herein. I have applied the Sales Comparison Approach to Value and the Income Approach to Value, Cost of Development Technique.



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## ***Description***

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**Property Type:** Residentially zoned land

**Property Address:** Mill Road and Jireh Street, New Bedford, Massachusetts

**Owner and Property Identification:** The property is currently owned by The Richard G. Hawes Revocable Trust. This ownership has been in effect since 1989. The deed is recorded at the Bristol County Registry of Deeds, New Bedford, Massachusetts, on Page 467 of Book 2012. As of the effective date of the appraisal, the property did not appear to be on the open market or under agreement for sale.

The property consists of six separate lots, identified as Lot 26 and Lots 362 through 366 on New Bedford Assessors' Map 127. The lots also appear as Parcels A through F on a certain plan "Revised A. N. R. Plan of Land for Richard G. Hawes Revocable Trust", which is based on an actual survey, dated February 23, 2005, and recorded at the Registry of Deeds on Page 61 of Plan Book 159.

**Effective Date of Valuation:** November 17, 2017

**Property Rights Appraised:** Fee simple estate

**Description of New Bedford:** New Bedford is located about 54 miles south of Boston, 33 miles southeast of Providence, Rhode Island. The 24-square-mile city is bordered by Dartmouth to the west, Freetown to the north, Acushnet to the east, and Buzzards Bay to the south.

New Bedford has excellent highway access, via State Routes 18, 140, and 6 and Interstate Route 195. The city has no commuter rail lines, but there is a small municipal airport, with some commuter flights. There are also commuter ferries from New Bedford to the islands of Martha's Vineyard and Cuttyhunk.

New Bedford also has a large port, which handles a significant amount of freight and which is the largest commercial fishing port in the country. The city also has an industrial park in its far-north end. According to the U. S. Census, median household income in New Bedford was

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## **Description**

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\$37,574 in 2015, about 45% below the state average.

The population in New Bedford has been fairly steady over the past few decades. According to the U. S. Census, the 2010 population of 95,072 represented an increase of about 1.4% over 2000; however, there had been a decrease of about 6.2% from 1990 to 2000. Prospects for growth or stability in New Bedford appear good.

**Description of Marketing Area:** The marketing area of the subject property includes the city's less densely developed, residential neighborhoods. The subject property is located in the city's North End, about three miles from downtown. This part of the North End is developed mostly with single-family and two-family dwellings, along with some multi-family dwellings, with commercial uses along the major streets. The immediate area of the subject property is developed predominantly with single-family dwellings; however, The Sawmill Park, a 19-acre park on the Acushnet River, with trails and a canoe launch, is located directly across the street from the four lots with frontage on Mill Road. Properties in this area are mostly in average condition or better and are of average-quality construction or better. Mill Road is a paved, one-way (northbound) road with parking on both sides and with a sidewalk across the street from the subject property. Jireh Street is a paved, two-way road with parking on both sides.

According to MLS-PIN data, the median price of single-family sales in New Bedford peaked in 2005, at \$246,805, with prices declining nearly 40% in subsequent years and only starting a substantial recovery in 2013. For 2015 and 2016, the median sale price of single-family homes appreciated at an average rate of about 9% and 8.5%, respectively, and for the first nine months of 2017, the median price, at \$219,450 is about 9.8% higher than for the first nine months of 2016. With lot value typically about 40% of the total value of a single-family dwelling and with construction costs rising at a rate of about 5% per year, the implied rate of appreciation for single-family lots is about 15% per year.

**Site Data:** *In analyzing the subject property, several sources of information have been employed, including a site inspection by the appraiser; the current subject property deed; the Assessors' Maps for the Town of New Bedford and other town records; the Soil Survey of Bristol County, prepared by the United States Department of Agriculture Soil Conservation Service in*



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## *Description*

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*cooperation with Massachusetts Agricultural Experiment Station, as presented on the on-line Web Soil Survey site of the United States Department of Agriculture; the MassGIS Online Data Viewer; and a certain plan, "Revised A. N. R. Plan of Land for Richard G. Hawes Revocable Trust", which is based on an actual survey, dated February 23, 2005, and recorded at the Registry of Deeds on Page 61 of Plan Book 159.*

The property consists of six contiguous lots, created by the above-referenced plan. The total land area of the subject property is 71,204 square feet.

The lots are all 100% upland and nearly level and at street grade along their frontages. The U. S. D. A. Soil Survey classifies the soil on the subject lots as Urban Land. There is some exposed rock near the front of Parcels B and C, behind which is a large pile of gravelly soil, on Parcels A, B, and C, rising more than 10 feet above the surrounding grade. The pile of soil, which appears to be naturally occurring, with surrounding excavation, has a volume of perhaps 3,000 cubic yards. My surface investigations with a hand shovel indicate that the exposed rock may be an aberration, with the remainder of the property having gravelly soil. This appraisal is based on the extraordinary assumption that any ledge that may be on the property would not have a significant effect on the cost of constructing a single-family dwelling with a full basement on any of the six lots.

Vegetation on the property includes grasses and immature black locusts on the level parts of the lots near the streets. The rear of the lots, including the hill at the rear of Parcels A, B, and C, has a mixture of trees, some of which are mature, including black locusts, black cherries, and Norway maples, along with multi-flora roses.

According to MassGIS mapping, Parcel F and nearly all of Parcel E are located outside any flood hazard zones; however, nearly all of Parcel D and the front yards of Parcels A, B, and C are located in a 100-year flood zone but with reduced flood risk due to the hurricane dike in New Bedford Harbor.

The lots have access to municipal water and sewer lines. Other utilities available to the lots include piped gas, electricity, and telephone.

Four of the lots have views of The Sawmill Park, a 19-acre park on the Acushnet River, with trails and a canoe launch. Three of these lots also have views of Sawmill Pond, which is in the park.

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**Description**

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The lots are further described below.

Parcel	Lot	Square Feet	Frontage	Comments
A	366	13,801	75.00' Mill	Irregular shape with house site accessible by strip which narrows to 20'; partial view of park across street
B	365	15,935	76.17' Mill	Irregular shape; exposed rock covering < 500 square feet; pile of soil on the rear of the lot; view of park across street, including view of pond across Parcel A
C	364	16,959	57.00' Mill	Irregular shape; exposed rock covering < 500 square feet; pile of soil on the rear of the lot; view of park across street, including view of pond across Parcel B
D	26	8,160	56.72' Mill 78.59' Jireh	Slightly irregular shape; pile of soil on the rear of the lot; view of park across street, including view of pond across Parcel C; building site in flood zone
E	362	8,100	75.00' Jireh	Rectangular; view of neighborhood
F	363	8,249	75.00' Jireh	Rectangular; view of neighborhood
Total		71,204		

**Improvement Data:** The subject property is vacant and unimproved, except for a short rail fence and a small gravel parking area, which is used temporarily as a parking lot for the park across the street. This appraisal is based on the hypothetical condition that the parking lot on the property is not in use.

**Zoning:** The subject property is zoned Residence A. In this zone, uses allowed by right include single-family dwellings, religious uses, nonprofit educational uses, and municipal uses. Uses allowed by special permit include bed and breakfasts, adult day care facilities, family day care facilities, child day care facilities, group residences, assisted-living facilities, nursing homes, hospitals, and funeral homes. Multi-family dwellings and rooming houses are not allowed. Minimums of 8,000 square feet of land area and 75 feet of street frontage are required to create a buildable lot.



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*Description*

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**City Assessment and Taxes:** New Bedford Assessors' data indicate that the subject property's lots were assessed as follows for Fiscal Year 2017.

Parcel	Lot	Assessed Value	Tax
A	366	\$110,900	\$1,850.92
B	365	\$107,500	\$1,794.18
C	364	\$106,000	\$1,769.14
D	26	\$90,600	\$1,512.11
E	362	\$90,400	\$1,508.78
F	363	\$90,900	\$1,517.12
Totals		\$596,300	\$9,952.25

The subject lots are assessed at values substantially higher than my estimate of their market values, as expressed in this report. Most single-family lots in northern New Bedford are currently assessed within a range from about \$90,000 to \$110,000, while recent sales of immediately buildable single-family lots in northern New Bedford have had sale prices of \$80,000 or less.

## ***Subject Property Photographs***

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Jireh Street, looking east, with Parcels F, E, and D on the left and with The Sawmill Park in the distance, across Mill Road



The intersection of Jireh Street and Mill Road, with Parcel D in the background



Mill Road, looking north, with Parcel D and C on the left and with The Sawmill Park on the right



## *Subject Property Photographs*

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Mill Road, looking south, with Parcels A, B, and C on the right



Street frontage of Parcels A, B, and C, with temporary parking lot



Typical grade view of The Sawmill Park, with visitors' center, from the lots fronting on Mill Road



## *Subject Property Photographs*

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View of The Sawmill Park and Sawmill Pond from the pile of soil near the center of the subject property, more than 10 feet above the surrounding grade



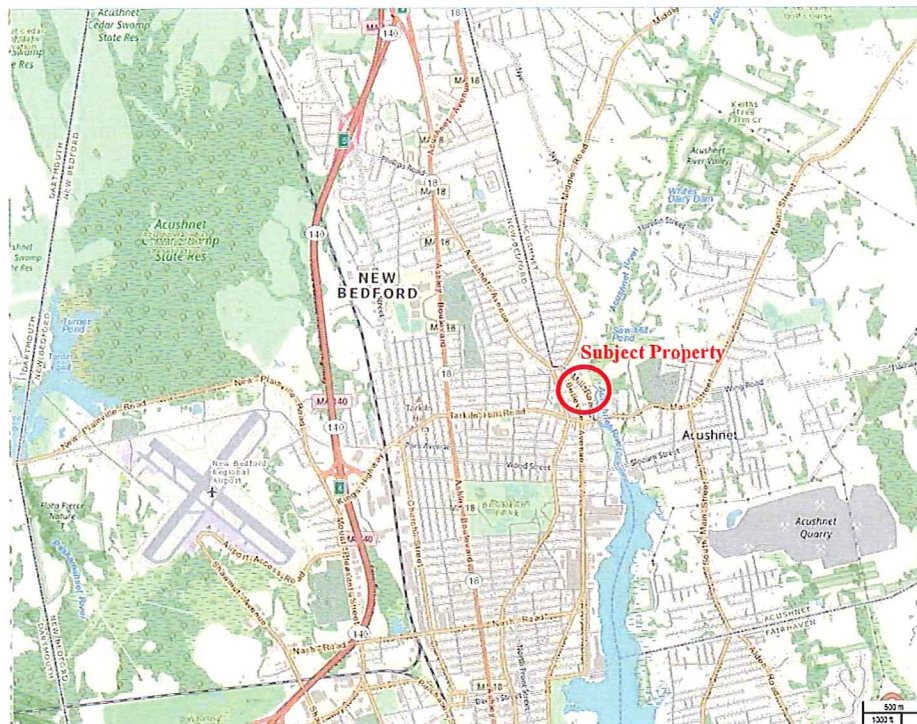
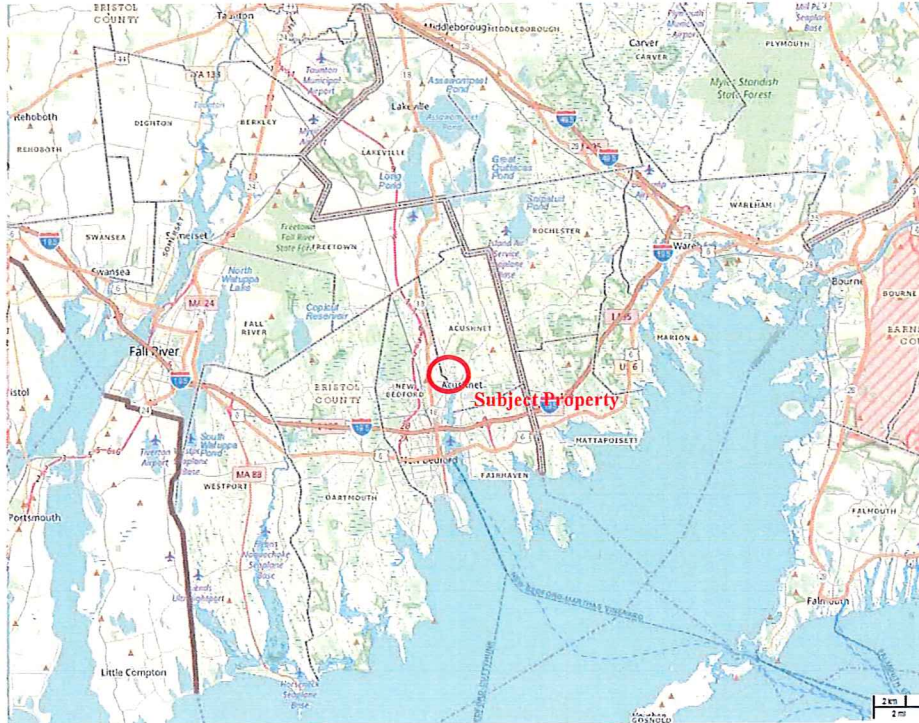
Exposed rock on Parcels B and C, with the temporary parking lot in the background



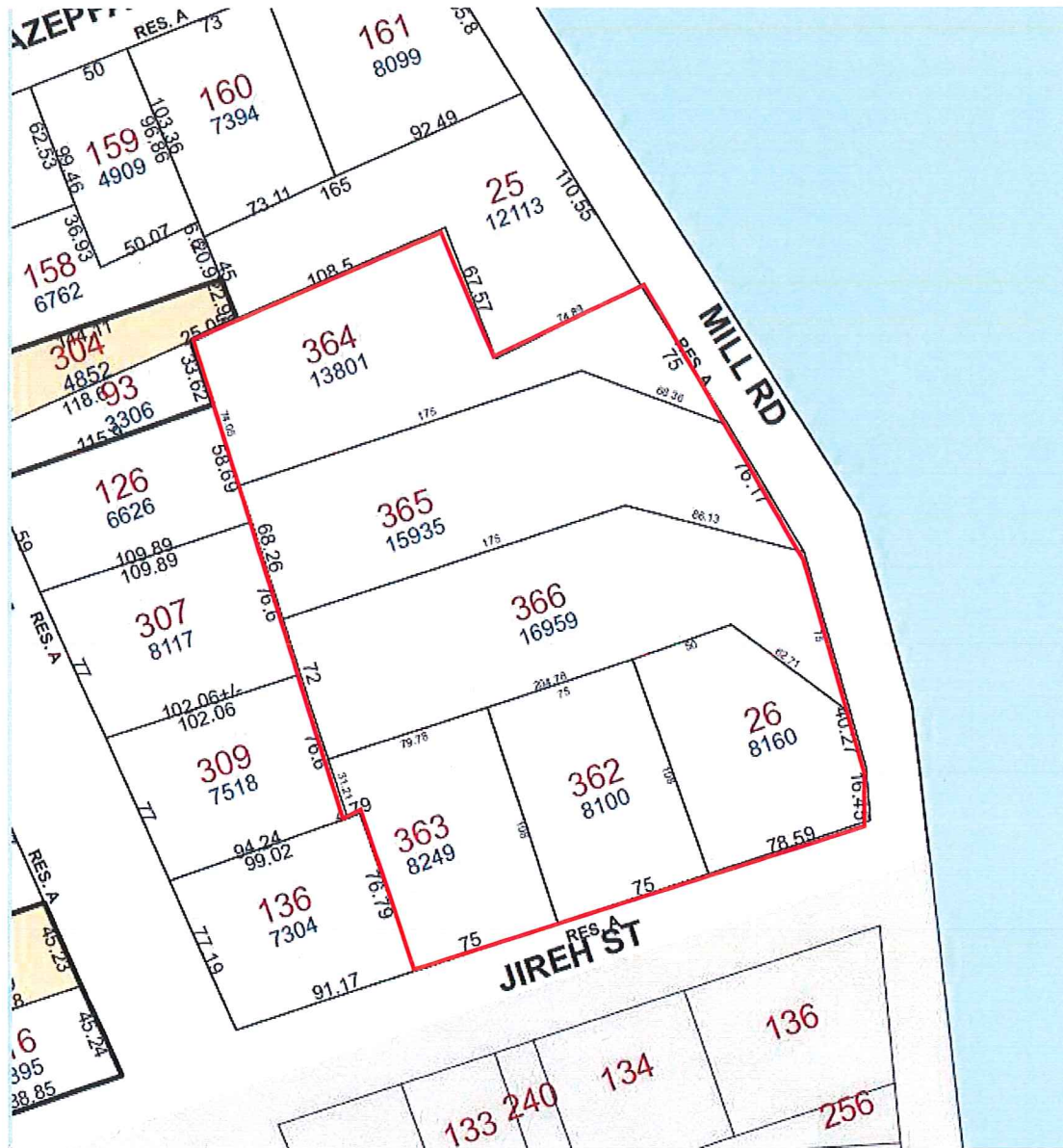
Typical vegetation on top of the pile of soil near the center of the subject property



## Subject Property Location Maps



## *Subject Property Assessors' Map*

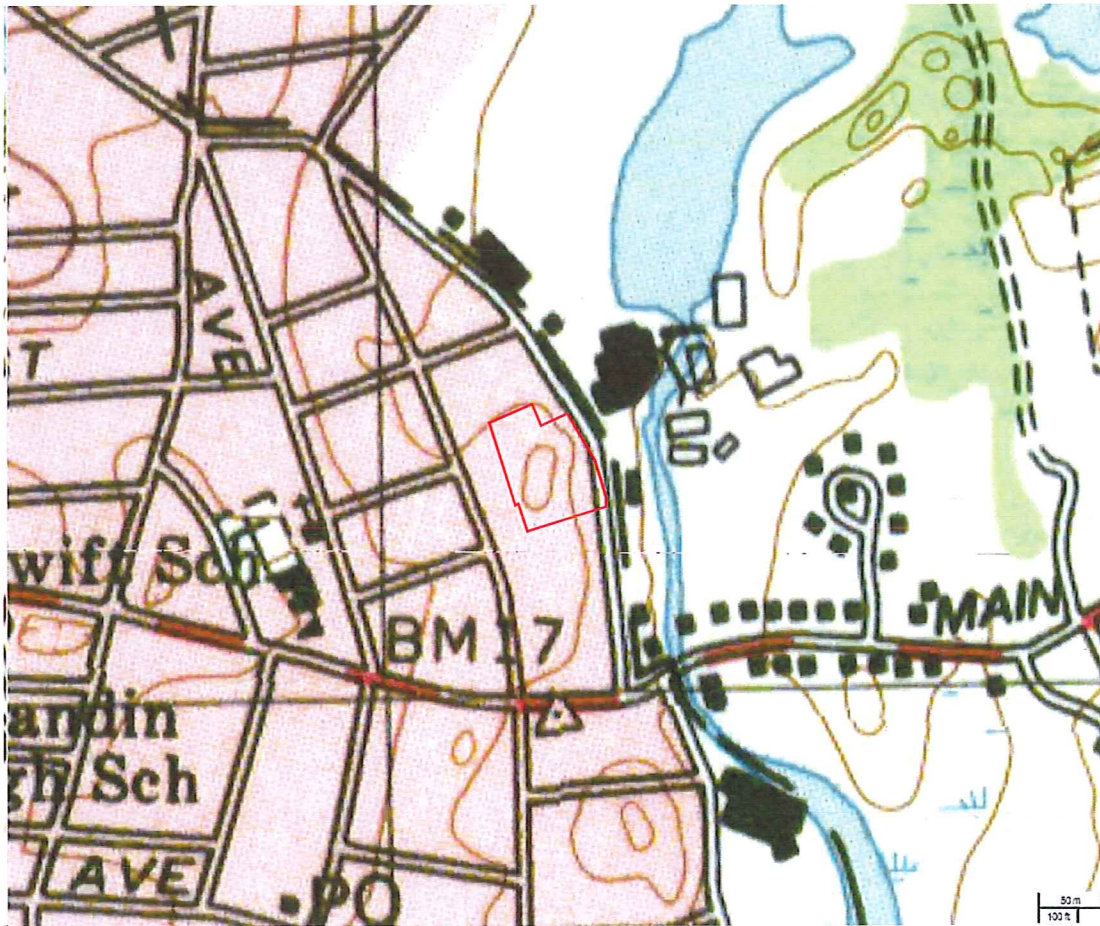




[illegible]

***Site Description***  
***Topographic Map***  
***As presented in the MassGIS Online Data Viewer***

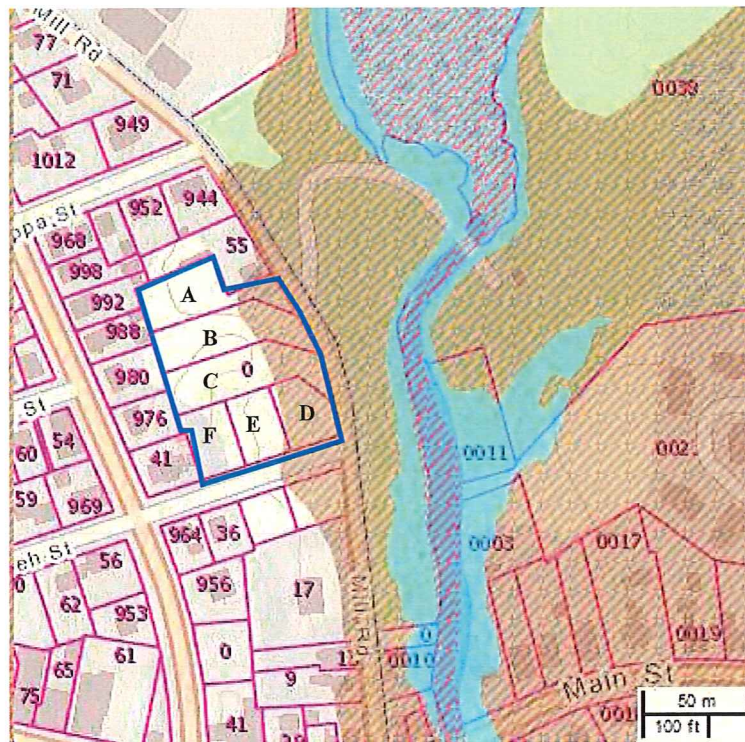
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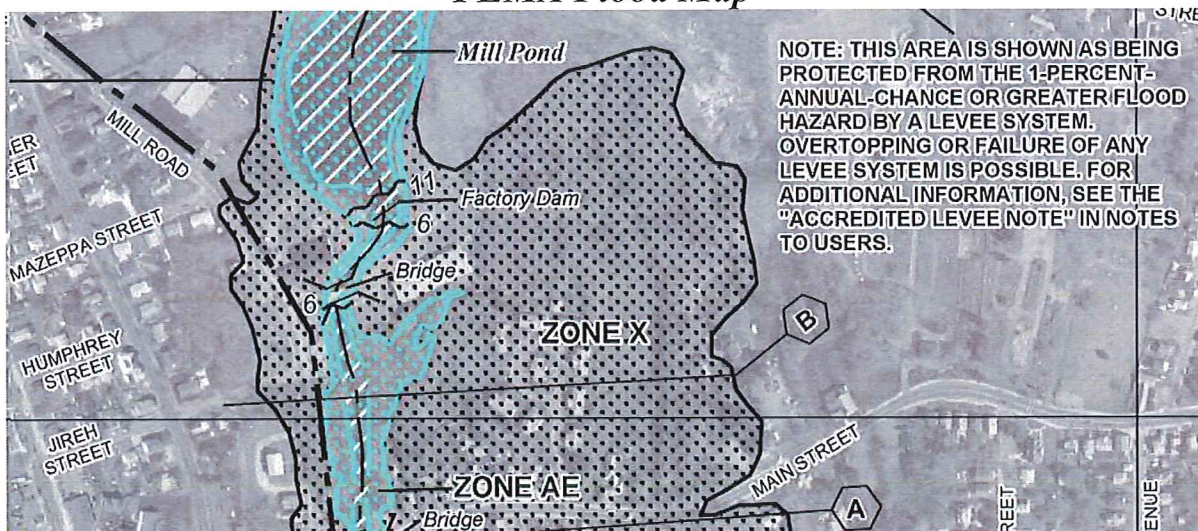


## Flood Maps

*As presented in the MassGIS Online Data Viewer*  
(Parcels identified by appraiser)



## FEMA Flood Map





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## ***Highest and Best Use***

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*Highest and best use may be defined as the most profitable likely use to which a property can be put. The opinion of such use is based on the highest and most profitable continuous legal use for which the property is adapted and is likely to be in demand in the reasonably foreseeable future. A property's highest and best use is not necessarily its present use but may be any use which will bring the greatest net return to the property owner.*

*The physical characteristics of the land, such as size, shape, location, and topography have been considered. In addition, the analysis has included consideration of the nearby developments, the current zoning, highway access, utility availability, market trends, and current demand for this type of property.*

*Four tests are considered in developing an opinion of a property's Highest and Best Use. These four tests involve an examination of those uses that are legally permissible, physically possible, financially feasible, and maximally productive. Each test is considered cumulatively and provides the best analysis for the highest and best use of the land.*

The subject property consists of six contiguous lots, each of which conforms to the dimensional requirements of New Bedford's zoning ordinance. Allowable uses on these lots, which are also physically possible on each lot, include single-family dwellings, religious uses, nonprofit educational uses, municipal uses, bed and breakfasts, adult day care facilities, family day care facilities, child day care facilities, and group residences. Other allowable uses, which could be physically on the entire property of six lots combined include small assisted-living facilities, small nursing homes, and small funeral homes.

The subject lots have access to all utilities, including municipal water and sewer. Three of the lots are fairly level, but Parcels A, B, and C have a high area to the rear, more than 10 feet above the surrounding grade. A developer of the entire property could use this excess material to create six level lots at an elevation a couple of feet above the elevation of the adjacent streets.

Nearly all recent development or redevelopment in the immediate area of the subject property has involved single-family construction. The other allowable uses are also allowed in most zoning districts in the region, and the value of residentially zoned land for such uses is generally determined by its underlying value for residential development.

Based on analysis of MLS-PIN sales during the past year, new single-family dwellings in New Bedford have ranged in size from about 1,250 square feet to about 2,120 square feet of gross living area, with a median size around 1,620 square feet. Nearly all new dwellings have three bedrooms—though a few have four—and nearly all new dwellings have two or two-and-a-half



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### ***Highest and Best Use***

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bathrooms. There were 15 sales of new single-family dwellings in New Bedford during the past year, with sale prices ranging from \$262,000 to \$369,900, with a median price of \$317,500.

After inspection of the area and the property and after examination of the legal restrictions on property use and of all other factors which affect highest and best use determinations, it is my opinion that the highest and best use for the subject property, as of November 17, 2017, is as a site for six single-family lots as presently configured. The site would need some regrading of about 3,000 cubic yards of soil, to maximize the lot values. With the cost of such site work at about \$4.00 per cubic yard, the total cost to re-grade the property would be about \$12,000. The most-likely buyer of the property would be a builder of single-family dwellings, and the most-likely improvement on each lot would be a single-family dwelling with around 1,600 square feet of living area with three bedrooms and two or two-and-a-half bathrooms.

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## ***Appraisal Methodology***

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Generally, there are three acceptable approaches open to the appraiser in determining the questions of market value. He must use all feasible approaches to value then he may select any one or a combination of these methods, giving such weight to each approach as he may deem appropriate.

The three acceptable approaches to value are as follows:

1. **The Cost Approach** requires, in addition to the estimate of the value of the subject land by comparison with similar property, an estimate of the current cost to reproduce the improvements and to estimate the physical deterioration and obsolescence.
2. **The Market Data or Comparable Sales Approach** is based primarily on a comparison of the subject property with other similar properties which have been sold recently with proper allowances being made to account for differences in the properties.
3. **The Income Approach** involves estimating the property's maximum income and, from this figure, deriving the value of the property by use of a capitalization rate, rental multiplier, or discount rate. **The Cost of Development Technique**, a technique of the Income Approach, is based on comparison of the subject property's components with other similar properties and then discounting the value of these components based on expenses associated with development, marketing, developer's profit, holding time, etc.

In the case of the subject property, the Cost Approach to Value has not been completed, because the subject property is vacant land, with no improvement costs. The Income Approach to Value, Cost of Development Technique, has been completed. The Sales Comparison Approach to Value has been completed.



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## *Income Approach to Value Cost of Development Technique*

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The analysis below is a comparison with several recent sales of lots similar to the lots that make up the subject property. Comparables selected are all confirmed, arms-length sales that have closed within the past two years. Comparison is made directly with Parcel D, an 8,170-square-foot lot at the corner of Mill Road and Jireh Street, in the 100-year flood zone, and with a view of The Sawmill Park.

From the estimated value of Parcel D, a value for the other five lots on the subject property is derived, and, after accounting for expenses and discounting, a total value for the subject property is estimated.

The time adjustments are based on +15% per annum, as derived from recent trends discussed in the "Description of Marketing Area" section of this report.

Adjustments for land area are based on \$2.00 per square foot up to 10,000 square feet of buildable upland and \$1.00 per square foot for more than 10,000 square feet. These adjustments have been derived from paired-sale analysis, as applied to the subject location.

Analysis of the sale of a single-family dwelling across the street from Brooklawn Park in New Bedford, as compared with other sales nearby that were not located on the park, indicates that the house on the park sold at a premium of about \$10,000. Brooklawn Park has several baseball fields and tennis courts, in addition to open lawn and forested areas. There have been no sales on Mill Road with a view of Sawmill Park, which was constructed just a few years ago. Sawmill Park is about half the size of Brooklawn Park and has no playing fields but does have an attractive stonewall along the street, a canoe launch, and walking trails along the river. A view of Brooklawn Park appears to be roughly equivalent to a view of Sawmill Park and Sawmill Pond, and an adjustment of +\$10,000 has been utilized for Parcels B, C, and D, with views of Sawmill Park and Sawmill Pond. The adjustment utilized for the lot with a partial view of Sawmill Park only, Parcel A, is +\$5,000.

The adjustment for having a building site in the 100-year flood zone is -\$15,000.

## Income Approach to Value Cost of Development Technique

### Comparable Lot Sale #1

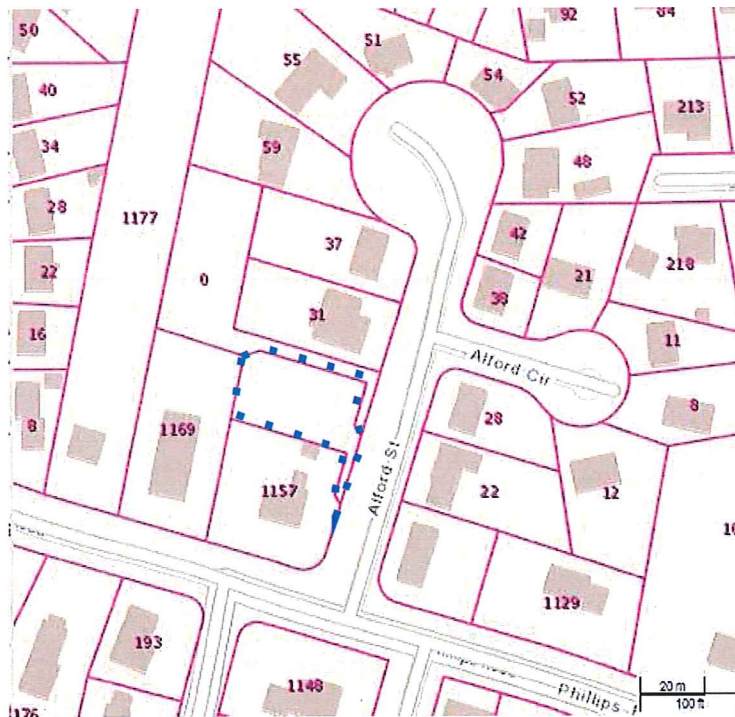
<i>Description</i>		<i>Adjustment</i>
<i>Address</i>	<i>Lot 914, Alford Street, New Bedford</i>	
<i>Map/Lot:</i>	<i>132-1/914</i>	
<i>Grantor</i>	<i>Tavares</i>	
<i>Grantee</i>	<i>Marcalo</i>	
<i>Deed Book/Page</i>	<i>11676/164</i>	
<i>Sale Price</i>	<i>\$60,500</i>	
<i>Market Time:</i>	<i>100 Days</i>	
<i>Special Financing</i>	<i>None</i>	
<i>Date of Sale</i>	<i>May 4, 2016</i>	<i>14,000</i>
<i>Land Area</i>	<i>10,708 square feet, 100% Upland (-708sf @ \$1.00, - 1,830sf @ \$2.00)</i>	<i>(4,400)</i>
<i>View</i>	<i>Neighborhood/Inferior</i>	<i>10,000</i>
<i>Utility</i>	<i>Single-family/Equal</i>	
<i>Water/Sewer</i>	<i>Both municipal/Similar</i>	
<i>Location</i>	<i>Similar</i>	
<i>Flood Zone</i>	<i>Outside flood hazard areas/Superior</i>	<i>(15,000)</i>
<i>Amenities</i>	<i>Similar</i>	
<i>Total Adjustment</i>		<i>4,600</i>
<i>Adjusted Sale Price</i>		<i>\$65,100</i>

This property is located about a mile northwest of the subject property. Gross adjustment to value is about 72%.



## *Income Approach to Value Cost of Development Technique*

*Lot 914, Alford Street, New Bedford*



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## *Income Approach to Value Cost of Development Technique*

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### *Comparable Lot Sale #2*

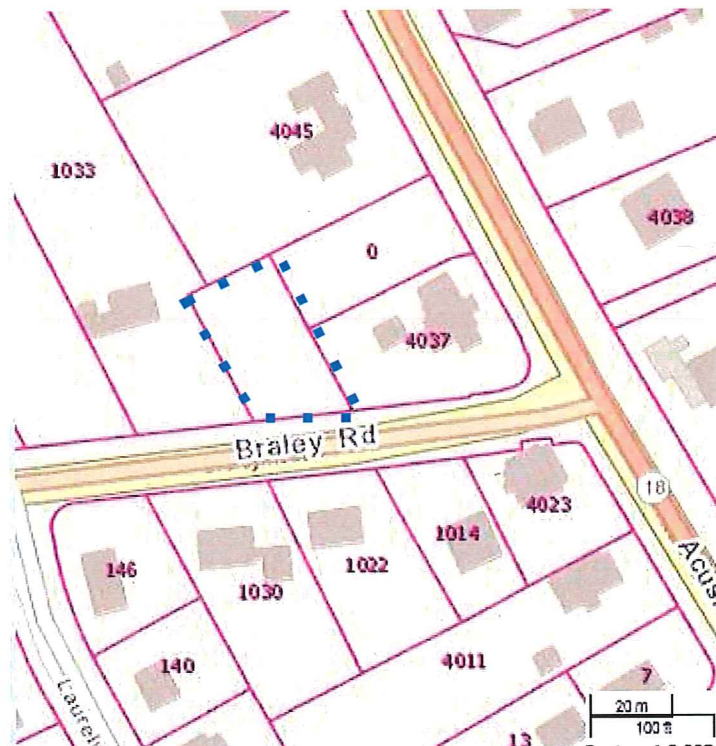
<i>Description</i>		<i>Adjustment</i>
<i>Address</i>	<i>Lot 528, Braley Rd., New Bedford</i>	
<i>Map/Lot:</i>	<i>136/528</i>	
<i>Grantor</i>	<i>Calabresi</i>	
<i>Grantee</i>	<i>Madeira, Trustee</i>	
<i>Deed Book/Page</i>	<i>12050/40</i>	
<i>Sale Price</i>	<i>\$78,000</i>	
<i>Market Time:</i>	<i>14 Days</i>	
<i>Special Financing</i>	<i>None</i>	
<i>Date of Sale</i>	<i>April 20, 2017</i>	<i>6,800</i>
<i>Land Area</i>	<i>9,174 square feet, 100% Upland (-1,004sf @ \$2.00)</i>	<i>(2,000)</i>
<i>View</i>	<i>Neighborhood/Inferior</i>	<i>10,000</i>
<i>Utility</i>	<i>Single-family/Equal</i>	
<i>Water/Sewer</i>	<i>Both municipal/Similar</i>	
<i>Location</i>	<i>More suburban/Superior</i>	<i>(10,000)</i>
<i>Flood Zone</i>	<i>Outside flood hazard areas/Superior</i>	<i>(15,000)</i>
<i>Amenities</i>	<i>Similar</i>	
<i>Total Adjustment</i>		<i>(10,200)</i>
<i>Adjusted Sale Price</i>		<i>\$67,800</i>

This property is located about three miles northwest of the subject property. Gross adjustment to value is about 56%.



## ***Income Approach to Value Cost of Development Technique***

***Lot 528, Braley Rd., New Bedford***



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## *Income Approach to Value Cost of Development Technique*

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### *Comparable Lot Sale #3*

<i>Description</i>		<i>Adjustment</i>
<i>Address</i>	<i>1161 Cardinal Street, New Bedford</i>	
<i>Map/Lot:</i>	<i>138/376</i>	
<i>Grantor</i>	<i>Petrel Properties, LLC</i>	
<i>Grantee</i>	<i>Braz</i>	
<i>Deed Book/Page</i>	<i>11918/235</i>	
<i>Sale Price</i>	<i>\$80,000</i>	
<i>Market Time:</i>	<i>39 Days</i>	
<i>Special Financing</i>	<i>None</i>	
<i>Date of Sale</i>	<i>December 9, 2016</i>	<i>11,300</i>
<i>Land Area</i>	<i>10,804 square feet, 100% Upland (-804sf @ \$1.00, - 1,830sf @ \$2.00)</i>	<i>(4,500)</i>
<i>View</i>	<i>Neighborhood/Inferior</i>	<i>10,000</i>
<i>Utility</i>	<i>Single-family/Equal</i>	
<i>Water/Sewer</i>	<i>Both municipal/Similar</i>	
<i>Location</i>	<i>More suburban/Superior</i>	<i>(10,000)</i>
<i>Flood Zone</i>	<i>Outside flood hazard areas/Superior</i>	<i>(15,000)</i>
<i>Amenities</i>	<i>Similar</i>	
<i>Total Adjustment</i>		<i>(8,200)</i>
<i>Adjusted Sale Price</i>		<i>\$71,800</i>

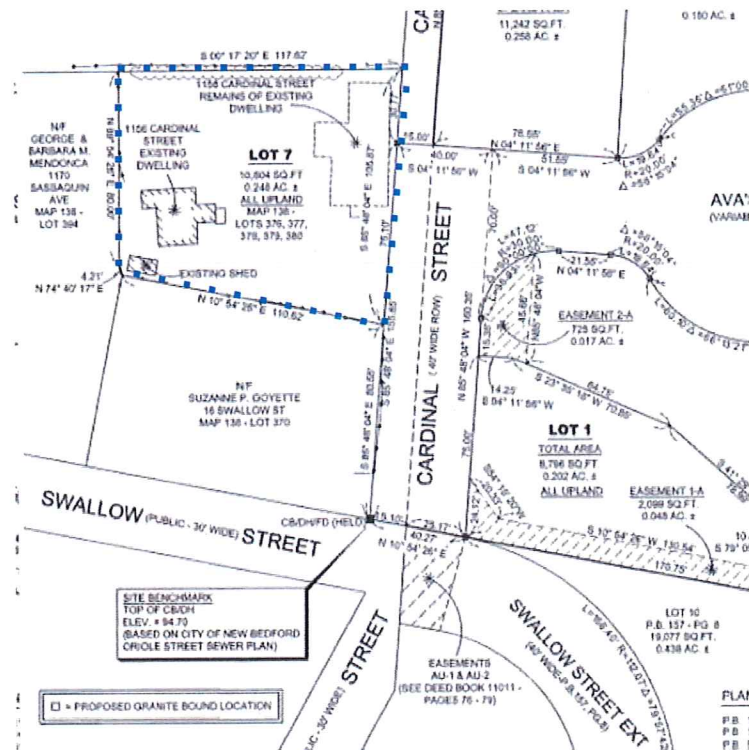
This property is located about 3.5 miles northwest of the subject property. Gross adjustment to value is about 64%.



*1161 Cardinal Street, New Bedford*

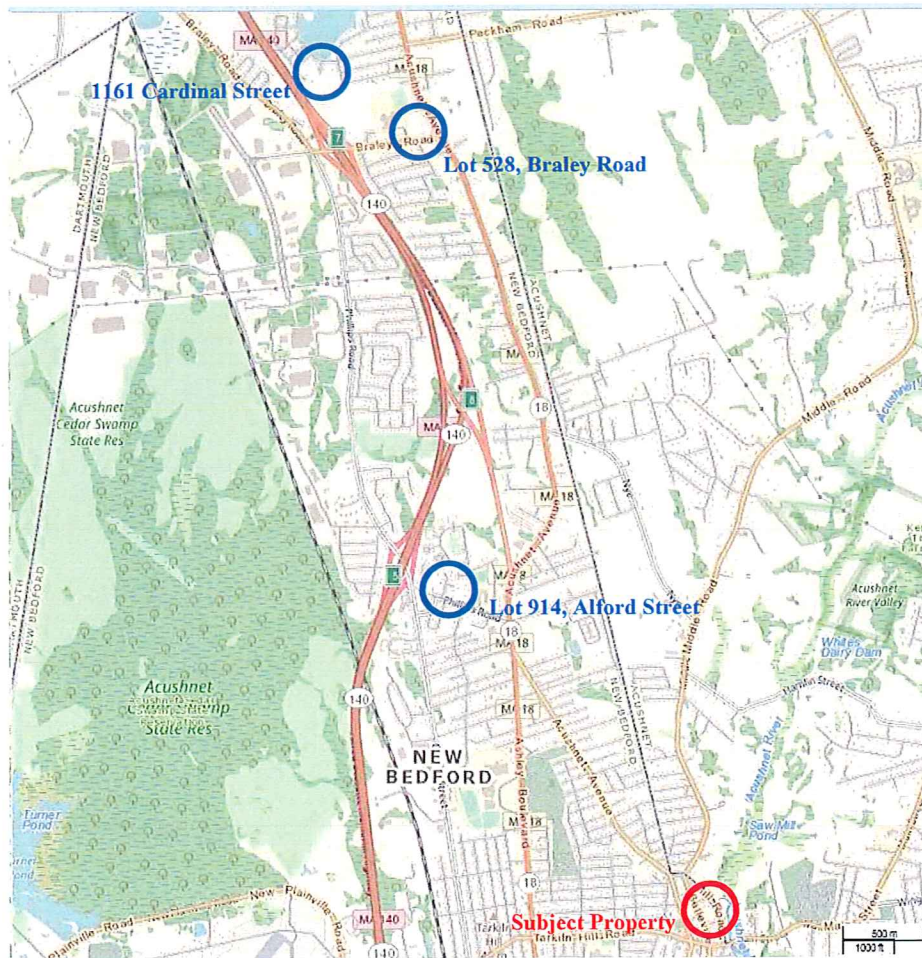


The lot, with new construction



## Income Approach to Value Cost of Development Technique

### Comparable Sales Map



Based on the above comparables, the estimated value for the Parcel D is \$68,500. In estimating this value, emphasis has been placed on the comparable sales relative to the amount of gross adjustment to value required in each case, with Sale #2 weighted 40%, Sale #3 weighted 35%, and Sale #1 weighted 25%.

The values of the other lots, based on the same adjustments as employed above, are shown in the following table. All values are based on the site being leveled.



### ***Income Approach to Value Cost of Development Technique***

<b>Parcel</b>	<b>Square Feet</b>	<b>Comments</b>	<b>Value</b>
A	13,801	Irregular shape with house site accessible by strip which narrows to 20'; partial view of park across street	\$83,500
B	15,935	Irregular shape; view of park across street, including view of pond across Parcel A	\$93,000
C	16,959	Irregular shape; view of park across street, including view of pond across Parcel B	\$94,000
D	8,160	Slightly irregular shape; view of park across street, including view of pond across Parcel C; building site in flood zone	\$68,500
E	8,100	Rectangular; view of neighborhood	\$73,500
F	8,249	Rectangular; view of neighborhood	\$73,500

The combined total market value of the three components is \$486,000; however, in a bulk sale of the subject property, the purchaser would discount the components' market value based on expected profit and expenses. An attempt has been made below, to create the most likely scenario for the marketing of the subject property by a developer.

The absorption rate for the lots has been estimated, in part, by looking at the supply of vacant residential lots and new houses in New Bedford, as compared with the sales of such properties over the past year. Based on MLS-PIN data, there are 19 new homes and single-family lots on the market in New Bedford. During the previous year, also based on MLS-PIN data, there were 33 sales of new homes and single-family lots sold in New Bedford, compared with 17 such sales during the preceding year. Based on these numbers, there appears to be about a 7-month supply of new homes and house lots on the market at the present time. If the subject property' six lots were added to the present inventory of lot and new single-family dwellings, they would account for about a quarter of the market. With 33 sales of lots and new single-family dwellings during the past year, a quarter of the market would be about 8 sales, exceeding the number of lots available on the subject property. It is reasonable to assume that all six lots would sell within a year.

The one known sale of raw land in southeastern Massachusetts during the past year, for

## *Income Approach to Value Cost of Development Technique*

development as frontage lots, with a plan developed by the buyer rather than by the seller, had an estimated discount rate of about 14%; however, the estimated discount rate for recent sales of multiple frontage lots in the area has been significantly lower than 14%. The estimated discount rate for sales of properties during the past few years, with two approved lots, has ranged from 1% to 3%; no engineering or site work was required for these properties. To include sales of properties with three or four approved lots, analysis of sales nearly two years old is required; these sales have estimated discount rates of 1% to 2%; no engineering or site work was required for these properties. In order to develop the subject property's six lots, site construction costs would be about \$15,000, including minimal engineering, as discussed above in the Highest and Best Use section of this report. Multiple-lot properties requiring some construction costs generally have slightly higher discount rates than properties without such costs. Based on the foregoing, it is my opinion that an appropriate discount rate for the subject property is 5%.

It is estimated that legal expenses would be \$2,000 to purchase the property and \$1,000 per lot sale. The expense for marketing and overhead is estimated at 6%, which would be primarily for commissions, accounting, and tax stamps.

The table below shows the discounted cash flow analysis, which includes the above-estimated market values, absorption rate, and expenses, as well as the resulting net income discounted at 5%.

	Year 1
<b>Income</b>	
Lot Sales	488,000
<b>Total Income</b>	488,000
<b>Expenses</b>	
Engineering	-3,000
Legal	-10,000
Site Work	-12,000
Taxes	-5,000
Marketing & Overhead	-29,160
<b>Total Expenses</b>	-59,160
<b>Net Income</b>	428,840
<b>Net Income Discounted @ 5%</b>	406,514

Based on this analysis, the value of the subject property, as of September 29, 2017, is equal to the sum of the discounted cash flows: \$406,514, which has been rounded to \$406,000.



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## *Sales Comparison Approach to Value*

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Three comparable sales, with development potential as similar as possible to that of the subject property and with locations in parts of southeastern Massachusetts as similar as possible to the subject location, have been employed in this report.

The subject property consists of six lots, with the lots having a mean estimated value of about \$81,000. This indicated lot value has been discounted 6% in the adjustment for "Finished Lot Value," to account for marketing expenses and developer's profit and overhead. This discount of 5% has been derived from the deductions from the portion of gross sales that are attributable to marketing and overhead (5% of the sale prices of the lots) and the portion of the gross sales which would be attributed to developer's profit, which is 0%. This developer's profit has been calculated as a line-item deduction from gross sales, based on an alternative discounted-cash-flow analysis, utilizing a 5% discount rate, which is considered a "safe" rate, the approximate rate for a corporate bond of similar duration. Builders often make no profit on land sales in this market, by relying entirely on the profit in construction.

The subject property has estimated site costs of about \$2,000 per potential lot.

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***Sales Comparison Approach to Value***

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***Comparable Sale #1***

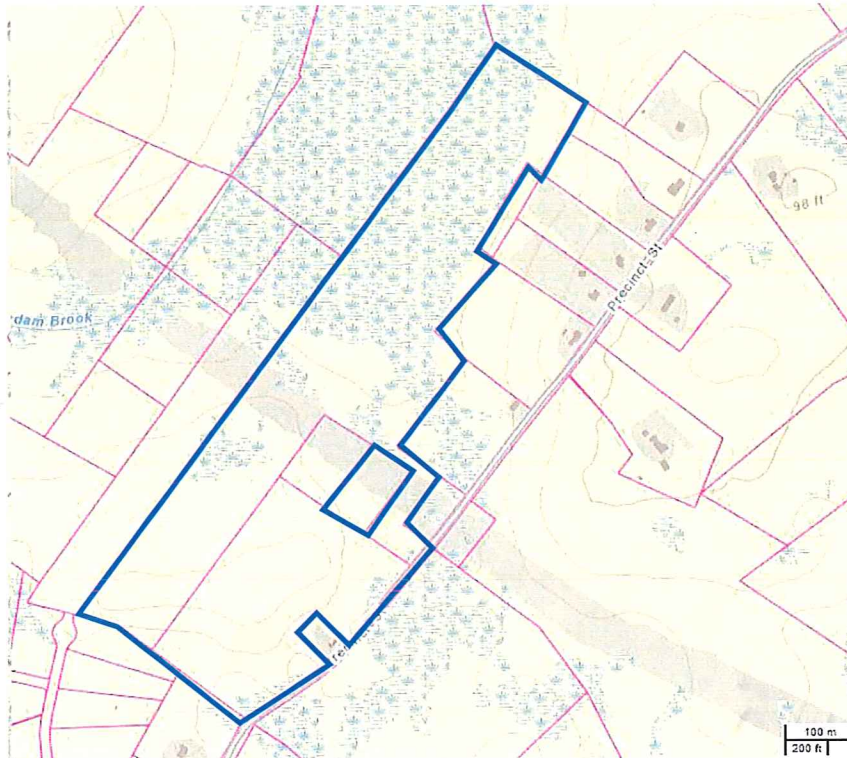
<i>Description</i>	<i>Adjustment</i>
Address:	Precinct Street, Middleborough, MA
Map/Lot:	23/5769, 32/155, & 32/977
Grantor:	Nielsen
Grantee:	Logan & Hashem, Trustees
Date of Sale:	March 23, 2017
Book/Page:	48208/77
Sale Price:	\$360,000
Marketing Time:	139 days
Description:	Five potential frontage lots on 68 acres
Location:	More suburban
Amenities:	Similar
Unit Price:	\$72,000 per potential lot
Special Financing:	None
Mean Finished Lot Value:	\$115,000 (32,000)
Engineering & Legal:	Completed by buyer/Inferior 8,000
Construction Costs:	None/Superior (2,000)
Market Time/Risk, based on adjusted value:	Similar / Inferior (5%) 3,600
Total Adjustment:	(22,400)
Adjusted Sale Price, per Lot:	\$49,600

This property is located about 15 miles north of the subject property. The adjustment for risk is due to the higher risk associated with a property requiring permits. Gross adjustment to value is about 60%.



## *Sales Comparison Approach to Value*

### *Precinct Street, Middleborough, MA*



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***Sales Comparison Approach to Value***

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***Comparable Sale #2***

<b><i>Description</i></b>		<b><i>Adjustment</i></b>
Address	787 Faunce Corner Road, Dartmouth	
Map/Lot	73/14 & 7	
Grantor	Matte	
Grantee	Long Built Homes, Inc.	
Book/Page	11604/266	
Anticipated Sale	February 10, 2016	
Sale Price	\$750,000	
Marketing Time	347 days	
Description	Potential 10-lot subdivision	
Location	Slightly inferior	
Amenities	Similar	
Unit Price	\$75,000 per potential lot	
Special Financing	None	
Finished Lot Value	\$135,000	(50,800)
Engineering & Legal	Completed by buyer for 5 ANR lots and 5 lots on Private Residential Lane/Inferior	10,000
Road Construction Costs & Demolition	Demolition \$50,000, or \$5,000 per lot 65 feet per lot at \$330 per foot/Inferior	24,500
Market Time/Risk	Inferior (3%) / Inferior (7%)	7,500
Total Adjustment:		(8,800)
Adjusted Sale Price, per Lot:		\$66,200

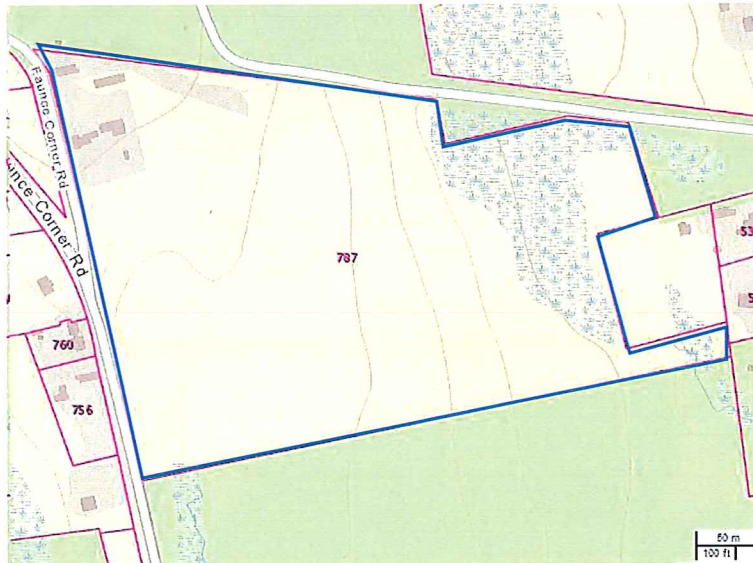
This property is located about 13 miles west of the subject property. The adjustment for market time is due to the slightly longer marketing time for this comparable sale's components. The adjustment for risk is due to the higher risk associated with a property having a significant number of subdivision lots and requiring permits. Gross adjustment to value is about 124%.



## *Sales Comparison Approach to Value*

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### *787 Faunce Corner Road, Dartmouth*



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***Sales Comparison Approach to Value***

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***Comparable Sale #3***

<i>Description</i>	<i>Adjustment</i>
Address:	Tiffany Drive, Fall River, MA
Map/Lot:	L-3/64, 117-123
Grantor:	Louro
Grantee:	TWH2 LLC
Date of Sale:	January 20, 2017
Book/Page:	9063/31
Sale Price:	\$450,000
Marketing Time:	110 days
Description:	Eight frontage lots on 2.14 acres
Location:	Similar
Amenities:	Similar
Unit Price:	\$56,250 per potential lot
Special Financing:	None
Mean Finished Lot Value:	\$65,000 15,000
Engineering & Legal:	Completed by seller/Similar
Construction Costs:	None/Superior (2,000)
Market Time/Risk, based on adjusted value:	Inferior (2%)/Similar 1,100
Total Adjustment:	14,100
Adjusted Sale Price, per Lot:	\$70,350

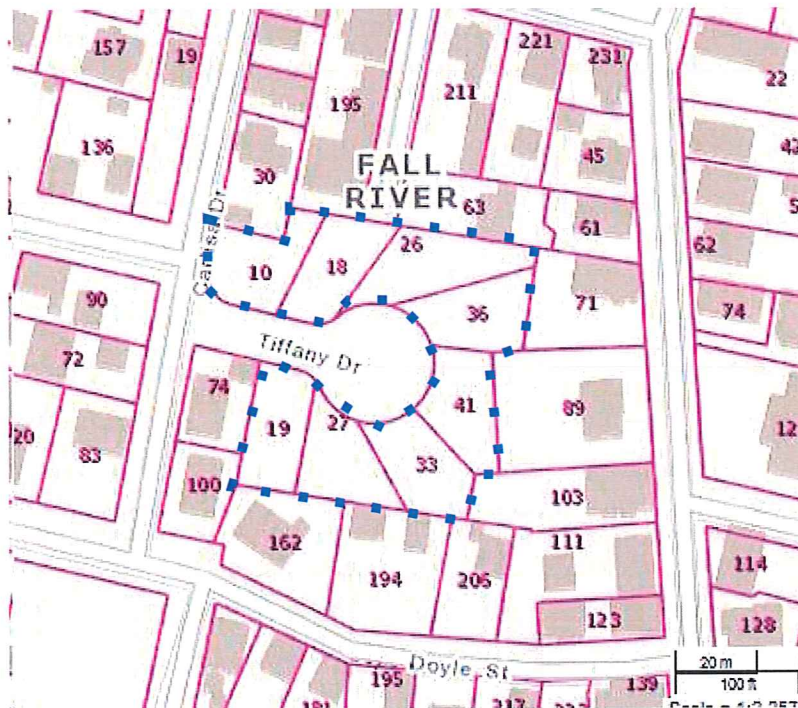
This property is located about 11 miles west of the subject property. Gross adjustment to value is about 32%.



## *Sales Comparison Approach to Value*

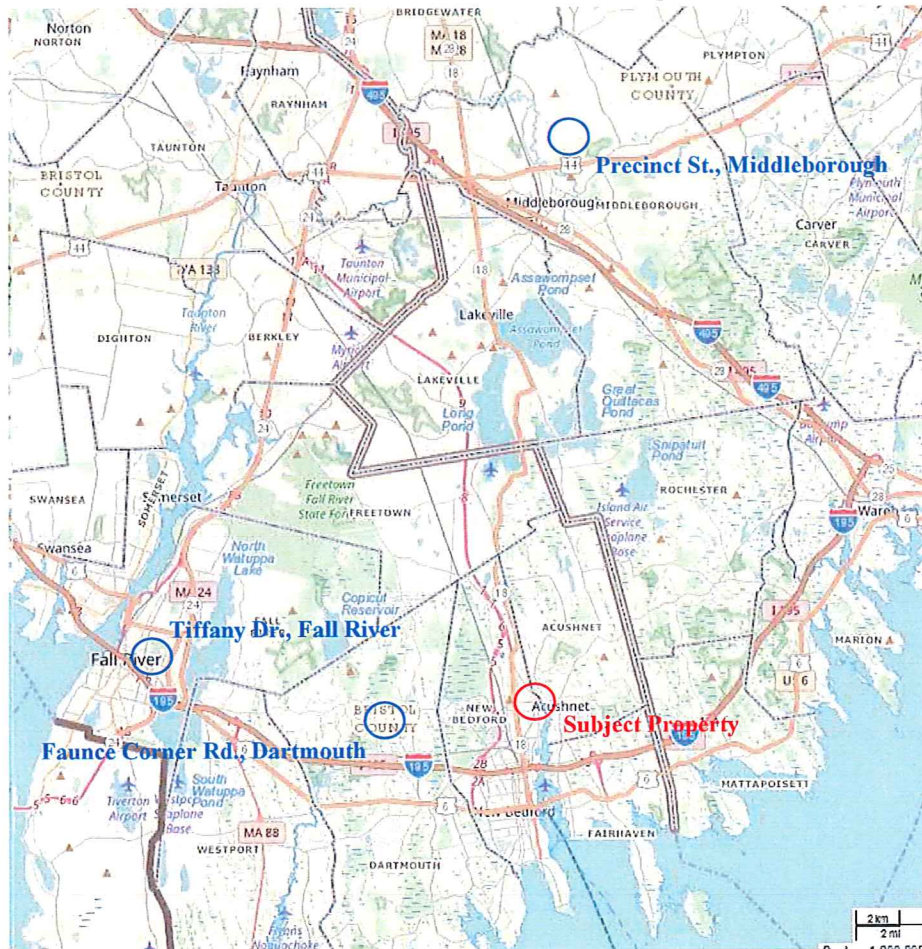
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### *Tiffany Drive, Fall River, MA*



## Sales Comparison Approach to Value

### Comparable Sales Map



In estimating the value of the subject property, emphasis has been placed on the comparable sales relative to the amount of gross adjustment to value required in each case, with Sale #3 weighted 60%, Sale #1 weighted 25%, and Sale #2 weighted 15%. This results in a value of \$64,540, which has been rounded to \$65,000. Based on the foregoing, it is my opinion that the value of the subject property by the Sales Comparison Approach to Value, on November 17, 2017, is \$390,000.



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***Final Value Summary and Estimate of Value***

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The estimated final market value for the subject property is being estimated utilizing two approaches to value. The indicated value by the Income Approach to Value, Cost of Development Technique, is \$406,000, while the indicated value by the Sales Comparison Approach to Value is \$390,000. Both of these approaches to value appear to be about equally reliable in this instance. With equal weighting, the indicated value of the property is \$398,000, which has been rounded to \$400,000.

After weighing all the factors, it my opinion that the market value of the subject property, as of November 17, 2017, based on a market exposure time of three to six months before the effective date of this appraisal, is

**\$400,000**  
**[Four Hundred Thousand Dollars].**

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## ***General Underlying Assumptions***

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*The Certification of Appraisal that appears in the appraisal report is subject to the following general underlying assumptions and to such other underlying assumptions as are set forth by the appraiser in the report:*

### **Legal Matters:**

The legal description used in this report is assumed to be correct, but it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments or overlapping or other discrepancies that might be revealed thereby. Any sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not necessarily a result of a survey.

No responsibility is assumed for an opinion of legal nature, such as concerning ownership of the property or condition of title.

The appraiser assumes that the title to the property to be marketable and that, unless stated to the contrary, the property is appraised as an unencumbered fee which is not used in violation of acceptable ordinances, statutes, or other governmental regulations.

### **Unapparent Conditions:**

The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable than otherwise comparable property. The appraiser is not an expert in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, waste, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property.

The appraiser assumes no responsibility for the studies or analyses which would be required to conclude the presence or absence of such substances or for loss as a result of the presence of such substances. The client is urged to retain an expert in this field, if desired. The value estimate is based on the assumption that the subject property is not so affected.

### **Information and Date:**

Information, estimates, and opinions furnished to the appraiser and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser can be assumed by the appraiser.

All mortgages, liens, encumbrances, and servitudes have been disregarded unless so specified within the appraisal report. The subject property is appraised as though under responsible ownership and competent management.



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## ***General Underlying Assumptions***

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### **Zoning and Licenses:**

It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined and considered in the valuation.

It is assumed that the subject property complies with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the valuation.

It is assumed that the information relating to the location of or existence of public utilities that has been obtained through a verbal inquiry from the appropriate utility authority or has been ascertained from visual evidence is correct. No warranty has been made regarding the exact location or capacities of the public utility systems.

It is assumed that all licenses, consents or other legislative or administrative authority from local, state or national governmental or private entity or organization have been, or can be, obtained or renewed for any use on which the value estimate contained in the valuation report is based.

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## ***General Limiting Conditions***

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*The Certification of Appraisal that appears in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the appraiser in the report:*

The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

The appraiser will not be required to give testimony or appear in court because he made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

The appraiser has noted in the appraisal report any adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties. Conclusions contained in this report regarding the buildability of the subject property are based on current information available to the appraiser. These conclusions are not guarantees as to the exact outcome of any future engineering study or permit processes but the most probable outcome under current known circumstances. The subject property's development potential can only be conclusively determined after a full engineering study has been completed and all relevant permits have been obtained.

The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

The appraiser has based his appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alternations on the assumption that completion of the improvements will be performed in a workmanlike manner.



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### ***General Limiting Conditions***

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The appraiser must provide his prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designation, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent.

Possession of the report does not carry with it the right of publication. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media. Out-of-context quoting from or partial reprinting of this appraisal report is not authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraiser signing the report.

A Hazardous Waste Report was not furnished to the appraiser. It is not the requirement of the appraiser to undertake this obligation, but it is a requirement to report on potential conditions observed. The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop information that indicated apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would confirm the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

No environmental or concurrency impact studies were either requested or made in conjunction with this appraisal report. The appraiser, thereby, reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental or concurrency impact studies, research or investigation.

The distribution of the total valuation in this report, between land and improvements, is applicable only as a part of the whole property. The land value, or the separate value of the improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

The American with Disabilities Act ("ADA") became effective January 26, 1992. The

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## ***General Limiting Conditions***

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appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, and is not an expert in this particular field, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

An appraisal related to an estate in land that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

The appraisal report related to a geographical portion of a larger parcel is applied only to such geographical portion and should not be considered as applying with equal validity to other portions of the larger parcel or tract. The value for such geographical portions plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

The appraisal is subject to any proposed improvements or additions being completed as set forth in the plans, specifications, and representations referred to in the report, and all work being performed in a good and workmanlike manner. The appraisal is further subject to the proposed improvements or additions being constructed in accordance with the regulations of the local, county, state, and federal authorities. The plans, specifications, and representations referred to are an integral part of the appraisal report when new construction or new additions, renovations, refurbishing, or remodeling applies.

If this appraisal is used for mortgage loan purposes, it should be noted, that (1) the equity cash requirements of the sponsor have not been analyzed, (2) the loan ratio has not been suggested, and (3) the amortization method and term have not been suggested.

The function of this report is not for use in conjunction with a syndication of real property. This report cannot be used for said purposes and, therefore, any use of this report relating to syndication activities is strictly prohibited and unauthorized. If such an unauthorized use of this report takes place, it is understood and agreed that Realworth Appraising and Consulting and the appraiser have no liability to the client and/or third parties.

Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and General Limiting Conditions. The appraiser's duties, pursuant to the employment to make the appraisal, are complete upon delivery and acceptance of



### ***General Limiting Conditions***

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the appraisal report. However, any corrections or errors should be called to the attention of the appraiser within 60 days of the delivery of the report.

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## *Certification of Appraisal*

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*Based on the previous assumptions and conditions, the appraiser certifies and agrees that:*

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than, the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in our development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of our knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this report. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property. I have no personal interest with respect to the parties involved.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive our compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place as of the effective date of this appraisal. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of



## *Certification of Appraisal*

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market value and the estimate I developed is consistent with the marketing time noted in the 'Marketing Area' section or the 'Final Reconciliation' section of this report, unless I have otherwise stated in the Final Reconciliation section.

8. The appraiser has personally inspected the exterior of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

9. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment, other than two appraisals of the individual lots that make up the subject property, prepared for others.

10. I personally prepared all conclusions and opinions about the real property that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual[s] and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

Address of Property Appraised: Mill Road and Jireh Street, New Bedford, Massachusetts

Appraiser:



**Mark D. Truran**

Massachusetts Certified General  
Real Estate Appraiser #4460

Date Signed: December 4, 2017

**Realworth Appraising & Consulting**  
Tax Identification Number 04-3431527



# Acushnet Sawmill Expansion – New Bedford







View of project site looking north with Acushnet Sawmill park entrance on right-hand side of Mill Road.





View of project site looking west across Mill Road from Acushnet Sawmill park.





View of project site looking northeast from Jireh Street with existing parking area and Acushnet Sawmill education center in the distance



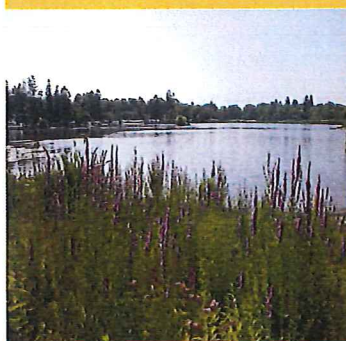


View of project site looking south from existing parking area.





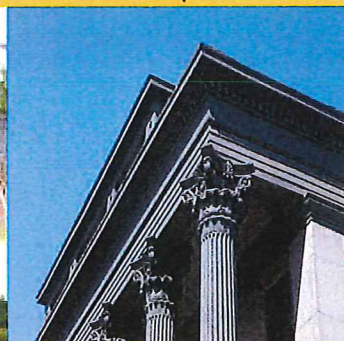
# COMMUNITY PRESERVATION PLAN



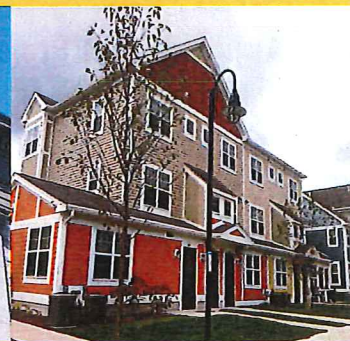
OPEN SPACE



RECREATION



HISTORIC



HOUSING



**NEW BEDFORD • Fiscal Year 2018**



## Project Categories

### Open Space

CPA funds may be spent on the acquisition, creation, and preservation of open space, and for the rehabilitation or restoration of any open space that has been acquired or created using CPA funds. It is important to note that a permanent deed restriction is required for all real property interests acquired under CPA, such as a Conservation Restriction. Open Space is defined as, but not limited to:

- Land to protect existing and future well fields
- Aquifers, recharge areas, and watershed land
- Agricultural land
- Grasslands, fields and forest land
- Fresh and salt water marshes and other wetlands
- Ocean, river, stream, lake and pond frontage
- Beaches, dunes, and other coastal lands
- Lands to protect scenic vistas
- Land for wildlife or nature preserve
- Land for recreational use



BUTTONWOOD PARK



EAST BEACH

### Recreation

The focus for CPA recreational projects is on **outdoor** passive or active recreation, such as, but not limited to, the use of land for:

- Community gardens
- Trails
- Noncommercial youth and adult sports
- Parks, playgrounds or athletic fields

Funds *may not* be spent on ordinary maintenance or annual operating expenses; only capital improvements are allowed. In addition, CPA funds *may not* be used for a stadium, gymnasium, or similar structure. This prohibition has generally been interpreted to mean that CPA funds may be used only for outdoor, land-based recreational uses and facilities. There is also a prohibition on the use of CPA funds for the acquisition of artificial turf for athletic fields.

CPA funds may be used for the acquisition of land to be used for recreation, or for the creation of new recreational facilities on land a community already owns. A 2012 amendment to the state CPA broadened the law to also allow for the rehabilitation of existing, outdoor recreational facilities.



FLORA B. PIERCE NATURE TRAIL



HARRINGTON PARK



## Open Space Needs

- Future needs include the restoration of degraded landscapes along the waterfront so that these areas may continue to support industry and residential development, but can also provide a greenway along the immediate waterfront for public access.
- Clark's Cove has made much progress through the elimination of CSO's discharging into the cove. Future needs to protect this asset could involve the development of a comprehensive management plan for the cove in both New Bedford and Dartmouth.
- The northern portion of the city which houses the Acushnet Cedar Swamp State Reservation, a valuable and somewhat little known resource in the city would benefit from the acquisition of private undeveloped land abutting the existing open space to expand the natural area.
- Sassaquin Pond has deteriorating water quality over the past few years. In 2004, the pond was closed to swimming due to high bacteria levels. A comprehensive plan is needed for this area to protect the pond's eco system and health. This could include a watershed overlay district and the implementation of a storm water best management device. The Conservation Commission along with other city departments is currently in the process of developing a watershed overlay district, proposing an increase in lot size, and is undertaking outreach to better educate the neighborhoods of the pond to encourage better stewardship.
- The Buttonwood Brook/Pond watershed is currently listed by the state as an impaired resource due to bacterial contamination. Work is currently happening to repair these issues but a focus should be on this area as it receives runoff from major roadways and bacterial inputs from waterfowl fed by visitors to Buttonwood Park.
- Heavy development growth in the southern area of the city leaves only the northern, wetland section remaining as open space. While the Acushnet Cedar Swamp is protected, much of the remaining open space is fragmented, of little environmental significance, or is threatened by development impacts.

## Open Space Goals & Priorities

- Support preservation of open space in New Bedford;
- Improve and enhance the public's access to the waterfront and in public areas;
- Restore degraded landscapes along the waterfront;
- Protect natural resources , particularly Clark's Cove and Sassaquin Pond;
- Enhance the Buttonwood Brook/Pond watershed;
- Create new greenways through urban New Bedford;
- Acquire private undeveloped land abutting existing open space to expand the natural area around the Acushnet Cedar Swamp State Reservation.

## Category Specific Criteria

- Protect drinking water quantity and quality;
- Preserve and protect the city's variety of water resources;
- Preserve and expand the city's network of parks, open spaces and trails;
- Improve and protect the waterfront for recreational use, improve access to and enhance the aesthetic experience of the waterfront;
- Provide opportunities for passive recreation and environmental education, including waterfront amenities;
- Preserve strategic tracts of undeveloped land and parcels adjacent to existing permanently protected open space;
- Restore filled wetlands or otherwise degraded wetlands.

## Reference Materials

- *2014-2021 Open Space & Recreation Plan*
- *A City Master Plan New Bedford 2020*



## Recreation Needs

- Preserve existing and create more passive greenscapes for the public;
- Improve beaches and utilize them as a community asset;
- Preserve scenic landscapes and views;
- Create an "Adopt a Park" program for local businesses.
- Harness the city's open space, culture, and architecture for tourism (both residents and visitors);
- Improve and enhance our community's access to the water;
- Capitalize on our beaches for residents and visitors;
- Create and/or update park plans, including maintenance and budgeting;
- Plan and construct a citywide multi-use greenway/Riverwalk;
- Develop a program/schedule for the greening of our neighbors (i.e. community gardens, street trees).

## Recreation Goals & Priorities

- Expand outdoor recreational opportunities for all New Bedford residents, regardless of age or ability;
- Preserve existing and create more passive greenscapes for the public;
- Improve beaches and utilize them as a community asset;
- Preserve scenic landscapes and views;
- Create an "Adopt a Park" program for local businesses.
- Improve and enhance our community's access to the water;
- Capitalize on our beaches for residents and visitors;
- Create and/or update park plans, including maintenance and budgeting;
- Plan and construct a citywide multi-use greenway/Riverwalk;
- Expand multi-use trails within the city and also connecting to neighboring communities;
- Utilize public spaces for arts and culture.

## Recreation Category Specific Criteria

- Expand the range of recreational opportunities available to residents of all ages and abilities;
- Expand recreational opportunities for those segments of the population that are underserved given the current location of existing recreational lands and unique needs of different segments of the community;
- Promote the creative use of greenways, waterways and other corridors, including connecting corridors to create safe and healthful non-motorized transportation and exercise opportunities;
- Expand waterfront accessibility and use while promoting water-based recreational activities;
- Preserves and enhances the aesthetic experience of the city's greenspace and waterways.

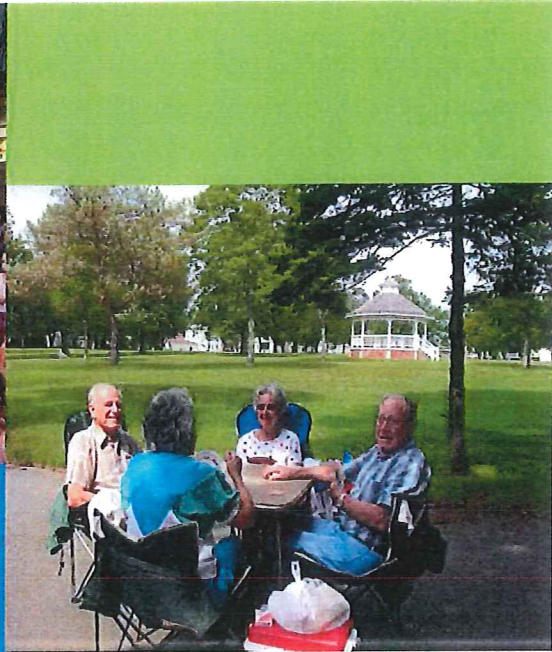
## Reference Materials

- *Open Space & Recreation Plan 2014-2021*
- *A City Master Plan 2020*

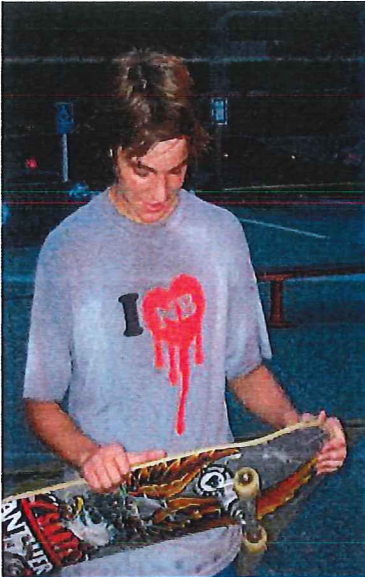




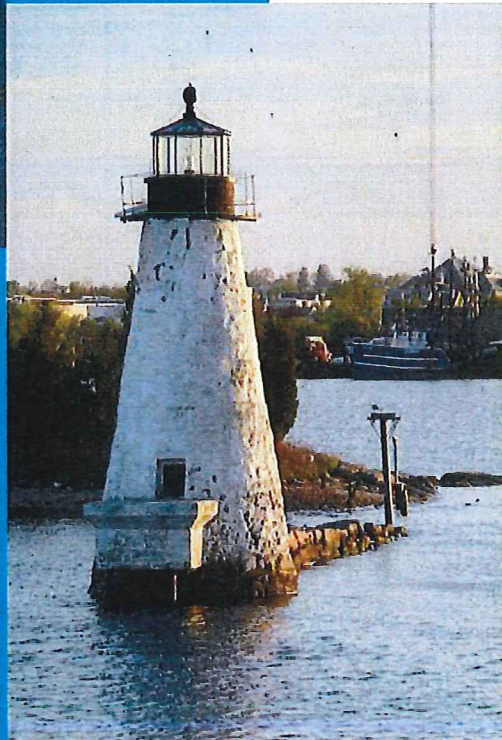
2014 - 2021



## OPEN SPACE & RECREATION PLAN



CITY OF  
NEW  
BEDFORD





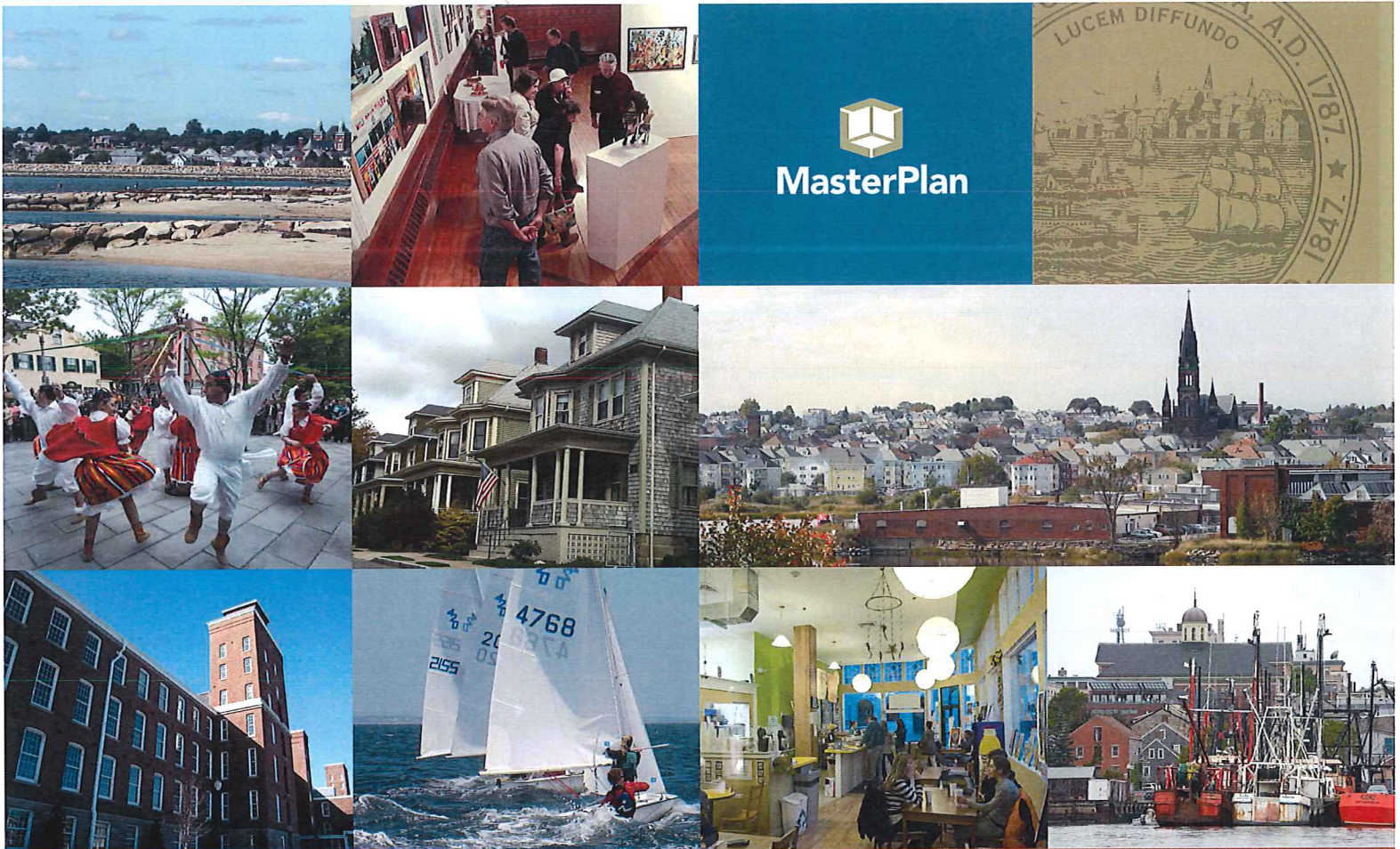
## Section 8: Goals and Objectives

The Open Space and Recreation Committee worked to ensure that this plan encompasses both recreational, preservation, and environmental considerations. The Goals and Objectives of this plan were devised through Committee deliberations and neighborhood group meetings.

SEVEN-YEAR ACTION & POLICY PLAN – GOALS & OBJECTIVES	
<b>Goal 1:</b> Expand Outdoor Recreational and Open Space Opportunities for all New Bedford Residents, Regardless of Age or Ability	<b>Objective 1:</b> Construct city-wide multi-use trail system  <b>Objective 2:</b> Enhance and improve the conditions of recreational and sporting facilities for city residents.  <b>Objective 3:</b> Improve and enhance the public's access to the waterfront
<b>Goal 2:</b> Restore & Enhance New Bedford's Park System's Historical & Cultural Characteristics	<b>Objective 1:</b> Celebrate New Bedford's Historic and Cultural Heritage
<b>Goal 3:</b> Enhance the Quality and Appeal of New Bedford's Streetscapes	<b>Objective 1:</b> Develop, implement, and fund street tree planting on city streets  <b>Objective 2:</b> Replace degraded sidewalks and develop design standards
<b>Goal 4:</b> Protect Natural Resources and Create New Greenways Through Urban New Bedford	<b>Objective 1:</b> Develop a greenways implementation strategy  <b>Objective 2:</b> Restore threatened and degraded natural resources in New Bedford  <b>Objective 3:</b> Support preservation of private open space in New Bedford  <b>Objective 4:</b> Create community gardens and natural wildlife refuges within the city
<b>Goal 5:</b> Initiate Implementation and Funding Mechanisms to Support Open Space & Recreation Needs	<b>Objective 1:</b> Create a permanent Open Space Committee to oversee implementation and funding of the New Bedford Open Space and Recreation Plan



A City Master Plan  
**New Bedford 2020**



Prepared by  
Vanasse Hangen Brustlin, Inc.

In association with  
Chan Krieger Sieniewicz, Inc.  
RKG Associates, Inc.

Prepared for  
City of New Bedford, MA  
2010



## Goals and Objectives

New Bedford strives for a diverse, well-maintained open space and recreational environment and values our rich history, cultures and architecture as tools to improve the quality of life for our residents. The following goals and objectives, which complement the 2008 OSRP, the *New Bedford/Fairhaven Municipal Harbor Plan 2010*, and the Mass in Motion statewide program<sup>6</sup>, outline an approach that embraces community participation, sustainability, and shared responsibility as we look toward the next decade.

### 1. Expand outdoor recreational and open space opportunities for all New Bedford residents, regardless of age or ability

- a. Develop or revise master plans for all major parks and recreation facilities addressing priorities for improvements, maintenance, management, and programming
- b. Develop a bicycle master plan that provides safe bicycling for recreation, commuting, and other travel that connects with surrounding communities and the region
- c. Construct a citywide multi-use trail system, including a multi-use, accessible path connecting neighborhoods, businesses, the waterfront, and Palmer's Island as well as existing and potential open space
- d. Develop a harbor promenade/riverwalk along the entire western boundary of New Bedford Harbor, linking existing and proposed visitor attractions in an effort to reclaim the waterfront for public use by the residents of and visitors to New Bedford while maintaining a balance with the working waterfront

### 2. Protect natural resources and create new greenways throughout New Bedford

- a. Collaborate with the Coalition for Buzzards Bay to develop and implement a regional greenway through New Bedford that is integrated into harbor planning and waterfront walkway efforts
- b. Maintain and enhance a trail system in the northern forested areas of the city that connect to the upper Acushnet River and the Acushnet Cedar Swamp
- c. Prioritize parcels for acquisition by the City based on the natural value (i.e., water resource protection; wildlife corridor; sensitive resources) and recreational potential of the land
- d. Remediate and restore threatened and degraded natural resources (i.e., Buttonwood Park Pond)
- e. Support efforts to obtain funding to remediate CSO's and implement EPA and Department of Environmental Protection stormwater regulations

### 3. Enhance the quality and appeal of New Bedford's streetscapes

- a. Expand, implement, and fund street tree plantings on city streets
- b. Replace degraded sidewalks and develop design standards
- c. Incorporate green space and environmental concerns in commercial and utility development
- d. Work with existing organizations to "green" New Bedford neighborhoods (i.e., New Bedford Preservation Society's Re-Leaf program; and the Tree City USA program)

<sup>6</sup> Refer to page 11-7 of Chapter 11, City Services and Resources, for a description of the Mass In Motion program.

4. Restore and enhance New Bedford's park system's historical and cultural characteristics

- a. Develop an identification and preservation process for historic landscapes and view corridors
- b. Work with the New Bedford Whaling National Historical Park to enhance the physical environment and program offerings
- c. Develop a historic trail system highlighting the city's important cultural and historic assets
- d. Work with local arts and culture groups to further support and manage community-based events

5. Initiate implementation and funding mechanisms to support open space and recreation needs

- a. Create a permanent Open Space Committee to oversee implementation and funding of the 2008 OSRP
- b. Explore alternative means for funding park maintenance and improvements (i.e., endowment fund; grant opportunities; public/private partnerships; enterprise funding)
- c. Secure additional sources of funding, staffing, and other support for park facility maintenance and enhancement
- d. Explore the potential of combining the Parks & Recreation and Cemetery Departments into one department to streamline operations, facility maintenance, coordination between event/programs planning, preparation, and development
- e. Work with adjacent communities to leverage funds for additional open space and recreational acquisitions





**NEW BEDFORD PUBLIC SCHOOLS**  
DR. PIA DURKIN, SUPERINTENDENT  
455 COUNTY STREET, NEW BEDFORD, MA 02740

## NEWS RELEASE

FOR IMMEDIATE RELEASE  
Wednesday, May 21, 2014

CONTACT:  
Superintendent's Office  
508-997-4511, ext. 3294

### **New Bedford Public Schools to offer universal free breakfast and lunch to all students next year**

*District selected to participate in new federal program that eliminates all meal fees, regardless of family income levels*

NEW BEDFORD, MA – Beginning next year, breakfast and lunch will be available daily to every student in the New Bedford Public Schools at no charge, regardless of family income levels. The school district has been selected to participate in a new federal program designed to serve more nutritious meals and save families money.

The "Community Eligibility Option" waives meal fees for all children and eliminates the need for families to submit any financial eligibility forms. Massachusetts was one of 10 states, along with the District of Columbia, to pilot the program last year. It is now available nationwide to communities that meet eligibility requirements.

"In order to achieve academically, our students need full access to a healthy breakfast and lunch," said Dr. Pia Durkin, Superintendent. "We are so pleased to offer universal free meals in every one of our schools, while eliminating the burden of proof for our low-income families."

The district currently offers universal free breakfast at the elementary level. Beginning in September, free breakfast and lunch will be available to all elementary, middle, and high school students. Lunch also will be provided at no cost to all students in the following private schools: All Saints, First Church of the Nazarene, Holy Family Holy Name, St. Francis Xavier, and Nativity Preparatory School.

About 75% of the approximately 13,600 students enrolled in the New Bedford Public Schools and the five participating private schools are currently eligible for free (about 9,100 students) or reduced-price (about 730 students) meals. Students who do not meet financial eligibility guidelines, or who do not submit the required paperwork, currently pay \$2.00 for lunch at the elementary level, or \$2.25 at middle and high school. This year alone, families have paid approximately \$400,000 in school meal charges citywide. Individual families could save up to \$400 annually per child.

The program is administered at no additional cost to the school district. In fact, Nancy Carvalho, Director of Food Service, expects the program to generate additional revenue for the New Bedford Public Schools, given the likely increase in participation. All meals served in schools are eligible for federal reimbursement.

Ms. Carvalho noted that students will continue to have the option to pay a small fee for additional food and some snacks.

# # #



**Acushnet Sawmill - New Bedford Expansion & Community Garden  
Budget Justification**

**EXPENSES**

	<u>CPA Funds</u>	<u>Other Funds</u>
<b>Land Acquisition Costs</b>		
Land Purchase (1.63 acres)	\$ 335,000	Per Purchase & Sales Agreement signed 10/11/17
Land Purchase Expenses/Due Diligence		
Appraisals	\$ 1,250	Realworth Appraising & Consulting quote 11/2017
Survey	\$ 4,000	Create plan for recording, set corner bounds
Environmental Assessment	\$ 3,000	Certify land is not contaminated
Legal and Closing Costs	\$ 4,000	Certify title, legal fees, property taxes, recording costs
	\$ 347,250	

The due diligence cost estimates, unless noted, are based upon our experience with acquiring open space in the region over the past 19 years.

**Parking and Garden Improvements**

Enlarge/upgrade gravel parking area	\$ 16,000	18 spaces including 2 handicap-accessible
Stone Wall construction	\$ 43,000	430' @ \$100/foot
Garden Plot construction	\$ 2,000	7,500 sq. feet, raised beds
Water Service installation	\$ 10,000	Metered service, line connection
Signage	\$ 5,000	
Permitting	\$ 1,750	
	\$ 22,750	\$ 55,000

These cost estimates are based upon our experience with prior public open space restoration and access projects in the region.

CPA/Other Funds Total	\$ 370,000	\$ 55,000
<b>Total Project Cost</b>		<b>\$ 425,000</b>