



## *City of New Bedford*

### Department of Planning, Housing & Community Development

608 Pleasant St, New Bedford, Massachusetts 02740

Telephone: (508) 979.1500 Facsimile: (508) 979.1575

**PATRICK J. SULLIVAN**

**DIRECTOR**

## STAFF REPORT

### PLANNING BOARD MEETING

July 12 2017

**Case #26-17: SPECIAL PERMIT FOR  
PARKING REDUCTION**

4 Wright Street  
Map 31, Lot 263

**Owner:** MacArthur Drive, LLC  
c/o Albert Santos  
86 MacArthur Drive  
New Bedford, MA 02740

**Applicant's  
Agent:** Marshall/ Gary, LLC  
17 Naumkeag Row  
Danvers, MA 01923



### Overview of Request

Request to consider an application under Chapter 9 Comprehensive Zoning §3100.-Parking and Loading, §3130 (Appendix C), and §5300. Special Permit for Parking Reduction, for the conversion of an existing building to a church and church related activities, located at 4 Wright Street (Map 31, Lot 263), on a 2.0+/- acre site, in the Waterfront Industrial (WI) District and New Bedford-Fairhaven Designated Port Area.

The applicant is required to include in case submittals a plan in substantial conformance with the requirements of §5400, as stipulated under §5340 of the New Bedford Code of Ordinances. Written waiver requests have been received and may be reviewed at Attachment 4.

### Existing Conditions

The site is located west of the Acushnet River, east of John F. Kennedy Boulevard, and north of the Hurricane Barrier in the Waterfront Industrial zoning district and New Bedford-Fairhaven Designated Port Area. The Waterfront Industrial District was established to accommodate waterfront related uses, such as fish processing and other industrial uses reliant upon a waterfront location.

Protective covenants, easements, rights and restrictions run with this land as conveyed in Deed Book 1740, Page 960 (Attachment 7). Under the Contract for Sale for Private Development, covenants pertaining to the use of the property were described as being in effect until May 28, 2015 unless extended by proper agreement (Attachment 8). The land was conveyed from Southeast Development Co., to current owner MacArthur Drive, LLC on June 15, 2016 with *“Docking easements, rights, restrictions and covenants and all other matters as described in a deed from the New Bedford Redevelopment Authority to Richard A. Shuster and Steven L. Shuster, a partnership, doing business as Southeast Development Company dated June 7, 1997 and recorded in the Bristol County (S.D.) Registry of Deeds in Book 1740, Page 960.”* In light of this, the applicant should provide evidence that all obligations have been fulfilled and no further obligations exist for compliance to the title insurance policy for the sale (Attachment 9). The easement to enter upon that portion of the property for the purpose of unloading and loading vessels is explicitly stated in Deed Book 1740, Page 960 as a valid clause.



The proposed use of a church is exempt under Chapter 40A, §3, whereby “No zoning ordinance or by-law shall regulate or restrict the interior area of a single family residential building nor shall any such ordinance or by-law prohibit, regulate or restrict the use of land or structures for religious purposes or for educational purposes on land owned or leased by the commonwealth or any of its agencies, subdivisions or bodies politic or by a religious sect or denomination, or by a nonprofit educational corporation; provided, however, that such land or structures may be subject to reasonable

regulations concerning the bulk and height of structures and determining yard sizes, lot area, setbacks, open space, parking and building coverage requirements.”

However, this parcel is located within the New Bedford-Fairhaven Designated Port Area whose enforcement authority falls under the purview of the Department of Environmental Protection (DEP) and Coastal Zone Management (CZM). While the Zoning Act is useful for those seeking to work with existing structures within a Designated Port Area (DPA) in order to make them more accommodating, it does *not* expand the scope of uses permitted by right within a DPA. This means if the use is not allowed within a DPA, the Zoning Act doesn’t supersede or expand what the DPA allows.

Massachusetts currently designates ten ports considered unique and important to maritime industry; therefore, preservation of these ports as coastal areas available for marine industrial operations take precedence over any other activity or interest. These DPA’s have the necessary attributes to support businesses that require close proximity to the sea.

Water dependent industrial allowed uses include:

- Commercial fishing, shipping, and other activities related to water-born commerce,
- Manufacturing, processing, and production activities that require marine transportation or the withdrawal or discharge of large volumes of water.

**Staff recommends that the applicant seek recommendation from the Department of Environmental Protection and Massachusetts Office of Coastal Zone Management before proceeding with this Special Permit Request to mitigate additional financial expense.**

Area businesses include: M. F. Foley Fish Company, marine supplier CP Brodeur, Inc., T & K Marine Electronics, Inc., Mariner Seafood, LLC, New Bedford Crab Company, Quality Custom [Scallop] Packaging, seafood wholesaler Northern Wind, Inc., Top Quality Seafood & Shellfish, Marder Trawling, Inc., Pier Fish Co., Inc., importer Saraiva Enterprises, Inc., and Blue Harvest Fisheries.

### **Proposed Conditions**

Applicant’s agent states New Life Church will purchase the real estate located at 4 Wright Street. Changes are not proposed to the exterior of the building. The parking area will remain with improvements will be made to repairs of cracks in the bituminous pavement, seal coating, and restriping. The applicant states they seek a Special Permit from the Planning Board for parking reduction from **125 to 95** parking spaces to accommodate the needs of the church, Sunday school and office use. Access to the site is via one curb cut at Wright Street.

An Approval Not Required (ANR) plan of land was approved and recorded at the Bristol County (S.D.) Registry of Deeds at Plan Book 170, Page 35 on March 22, 2013 to adjust lot lines at Assessors Map 31, Lot 288 and Map 31, 263 and swap land area between Massachusetts Clean Energy Technology Center and Southeast Development Co., LLP (Attachment 10). The applicant’s agent has verbally informed staff the riverfront parcel shown as Parcel B will be used for additional parking to serve the needs of the church. Staff awaits the written agreement for the Planning Board’s information.

According to submitted plans, the church assembly area is 8080 SF. The application for Special Permit for Parking Reduction describes 500 congregants are anticipated for service on Sundays. The project would require 100 parking spaces for the church assembly under city of New Bedford ordinance.

The area dedicated for Sunday school activity is 7120 SF. New Bedford does not differentiate *type* of school under the Table of Principal uses or Table of Parking & Loading Requirements. Assuming parents bring their



children to Sunday school and church service, or that adults would also be attending Sunday school, the number would be counted among the 500 as described in the application. Practically speaking, no additional parking would be required for the separate Sunday school use. The applicant has not provided the number of teaching staff that will be necessary to meet the anticipated needs of the Sunday school or whether they, too, are part of the congregation and therefore among the 500.

Office personnel proposed for the 3560 SF Office Space is 5-10. Using ten staff members as a baseline, 18 additional spaces should be allocated for personnel, in addition to the 100 spaces for the congregants. Planning estimates the total number of parking spaces required as being **118**.

Site visit by staff found nine (9) of the parking spaces shown on the existing and proposed condition plans located along the Acushnet River front, behind barbed wire fencing with locked gate. There is no access to the area from the south elevation, as the area south of the structure appears to be a grassy swale running from MacArthur Drive to the Acushnet River, which is not conducive to automobile circulation. Access to Adjacent Parcel A, as shown on ANR plan (Book 170/Page 35) is obstructed by this swale and barbed wire fencing.

Existing conditions plan show 73 parking spaces, excluding the nine (9) along the river. If the applicant removes the fence, a total of 82 spaces are available to serve the needs of the proposed use(s). Based on these figures, the applicant requires a reduction of 36 parking spaces, from the 118 required parking spaces.

In addition to the off-street parking, three articulated loading docks, at the west elevation exist.

521 CMR: ARCHITECTURAL ACCESS BOARD STANDARDS stipulate for 101-150 parking spaces in a lot, five (5) accessible spaces are required. Plans illustrate four (4) designated handicap spaces on sheet S-2, with three (3) additional spaces noted on plan sheet S-3 for a total of seven (7) spaces. One (1) in eight (8) spaces must be van accessible.

**THREE LOADING DOCKS AT WEST ELEVATION**



**AREA SHOWING DRAINAGE EASEMENT**



**LOOKING SOUTHEAST TOWARD PARCEL B**





According to the Development Impact Statement, public utilities and municipal water and sewer serve the site.

A drainage easement is shown on the existing conditions plan. Revised plan submittals should reflect the existence of this drainage easement with notation for the recoded deed book and page number.

Omitted from case deliverables is a written statement (§5452) indicating the estimated time required to complete the proposed project and written estimate showing in detail the costs planned site improvements.

#### Appendix C-Table of Parking & Loading Regulations

USE	PARKING REQUIREMENTS	LOADING REQUIREMENTS
Places of assembly, including theaters, veterans, fraternal, social and recreational clubs and organizations not operated for a profit; <b>facilities primarily for the education and instruction of persons sixteen (16) yrs. of age and older</b> ; taxi, bus & railroad passenger terminals; auditoriums, theaters, bowling alleys and dance halls; sports facilities; <b>places of worship</b> ; funeral homes.	One (1) space per five (5) seats for which the building is designed or one (1) spaces for each 200 sq. ft. of gross floor area whichever results in the greatest number.	One (1) loading space for each building containing 10,000 sq. ft. or more of gross floor area. Two (2) loading spaces for buildings containing 100,000 sq. ft. or more of gross floor area.
<b>Schools</b> , Adult Day Care Centers, Day Care Centers, excluding family day care homes	One (1) space for each employee in addition to three (3) space Drop-Off Zone.	One (1) loading space for each building containing 10,000 sq. ft. or more of gross floor area. Two (2) loading spaces for buildings containing 100,000 sq. ft. or more of gross floor area.
Offices: General, professional, business, banks, medical clinics and laboratories, radio and television stations; <b>office of non-profit educational, cultural, or charitable organizations.</b>	One (1) space per each 200 sq. ft. of gross floor area but not less than two (2) spaces for each business unit intended to occupy the premises. After 10,000 sq. ft. of gross floor area, one space for every 1,000 sq. ft. of gross floor area.	One (1) loading space for each building containing 10,000 sq. ft. or more of gross floor area. Two (2) loading spaces for 100,000 sq. ft. or more of gross floor area.

#### Plan Review

The applicant shall submit plan sets in substantial conformance with the requirements of **§5400**, as stipulated under **§5340** of the city ordinance.

The submittal is described by the Cover Sheet as for New Life Church, project site 4 Wright Street, New Bedford, MA, dated June 14, 2017, prepared by Marshall/Gary LLC, 17 Naumkeag Row, Danvers, MA 01923, and others, consisting of five (5) plan sheets.

Recommended modifications are noted as follows:

### **Cover Sheet**

- ☐ Add Zoning Requirements Table.
- ☐ The site falls short of the 20% Green Space requirement (Narrative states 14% of Green Space is provided on site).

### **Existing Conditions –Sheet S-1**

- ☐ A drainage easement is shown on the existing conditions plan. Revised plans shall show the drainage easement with notation for the recorded deed book and page number. Research finds the easement to be shown on The Commonwealth of Massachusetts Plan of Land for the City of New Bedford recorded at Plan Book 107, Page 49. Applicant shall add this deed book and page reference to Existing Conditions and Site Plan sheets S-1 and S-2.
- ☐ Add Zoning Requirements Table.
- ☐ Add Assessor's Map & Parcel Number.
- ☐ Add current deed book and page number.
- ☐ Add name and address of property owner.
- ☐ Add name and address of developer (i.e., New Life Church).
- ☐ Add date of survey.
- ☐ Add monuments found at lot corners.
- ☐ Add names of all abutters.
- ☐ Add benchmark locations and year.
- ☐ Add area of building.
- ☐ Add number of stories.
- ☐ Designate and note all loading docks serving the structure.
- ☐ Add pavement type (i.e., pavement, walkway, driveway for loading dock, etc.).
- ☐ Listing of all utility owners/easements and contact info (i.e., drainage easement).
- ☐ Existing features (i.e., barb wire fence, landscaping, fire hydrants, dumpster location, etc., see Existing Topography under 3b. of Site Plan Checklist).
- ☐ Show limits of Designated Port Area.
- ☐ Show Chapter 91 Presumptive Line.
- ☐ Number and dimension existing parking spaces.



### **Site Plan – Sheet S-2**

- ☐ Add Assessor's Map & Parcel Number.
- ☐ Add current deed book and page number.
- ☐ Add name and address of property owner.
- ☐ Add address of developer (i.e., New Life Church).



- ☐ Designated snow storage area appears to be a landscape island. Describe landscaping materials that will be newly introduced.
- ☐ Note if barb wire fencing will be retained or removed for accessibility to leased parking area space as described in application.
- ☐ The applicant has not projected the number of students attending the proposed Sunday school, nor has the number of teachers been provided to assist in accurately calculating for parking space, as stipulated in Appendix C for School use.
- ☐ Note wheelchair ramp(s).
- ☐ Note sidewalks and circulation of pedestrian activity.
- ☐ Note on site stop signs (for safety of users).
- ☐ Note pavement markings (for safety of users).
- ☐ Note pavement types.
- ☐ Note curb types.
- ☐ Note signage (Include sign schedule).
- ☐ If applicant is introducing a ground sign, this will require a separate application.
- ☐ Showing grading at entrance. (It appeared from site visit that there was an area of subsidence at the driveway/curb cut.)
- ☐ Designate and note all loading docks serving the structure.
- ☐ Note location of lighting (i.e., on building and/or parking lot).
- ☐ If adding lighting, provide cut sheets.
- ☐ Applicant may desire to request that DPI trim overhanging branch at street light in front of site location for public safety reasons.
- ☐ Show landscape plan with location and species of all proposed and existing plantings.
- ☐ If adding plantings, provide planting schedule.
- ☐ Verify site distance at entrance.

### **Proposed Leased Parking Plan – Sheet S-3**

- ☐ It appears the additional handicap spaces are located in the adjacent lot. Under CMR 23.3.1 *Accessible* parking spaces serving a particular *building*, facility or temporary event shall be located on the shortest *accessible route* of travel from adjacent parking to an *accessible entrance*. As the ordinance stipulates 118 required parking spaces, the applicant should revise the parking for ADA compliance to illustrate five spaces (5) at the building entrance.

### **Proposed Floor Plan – Sheet SK01**

#### **Building Elevations**

As this is an existing structure with no exterior renovations proposed, the Applicant has submitted photographs for the Planning Board's reference (Attachment 14).

#### **Traffic Impact & Access Study**

A traffic circulation plan describing actual study results, study methodology, and name address and phone number of the person responsible for implementing the study has not been attached to the Development Impact Statement, as stipulated under §5353, for the Planning Board's consideration.

#### **Stormwater Management Report**

The Department of Public Infrastructure had no comment on the planned proposal as private property site limits are outside the purview of that department's jurisdiction.



### **Waivers**

The applicant has provided several waiver petitions as reflected on the **Request for Waiver** form (Attachment 4) with this case submittal for the Planning Board's consideration. An applicant/owner must list all waivers, with typos corrected, granted by the Planning Board on plan sheets.

### **Review Comments**

Plans for modification were distributed to City Clerk, City Solicitor, Health Department, Inspectional Services, Engineering, Public Infrastructure, Conservation Commission, Fire Department and School Department offices. In addition, a request for comment and a link to plans for modification were provided to the Edward Anthes-Washburn, Port Director and Harbor Development Commission Executive Director.

Conservation Commission staff noted:

It would appear that those land parcels between the Acushnet River and the yellow line do indeed fall under Chapter 91 regulations. Contact Carlos Fragata, Environmental Analyst [[Carlos.Fragata@MassMail.State.MA.US](mailto:Carlos.Fragata@MassMail.State.MA.US)] at 508-946-2873.

The Department of Public infrastructure informed Planning Staff there were no comments in consideration of this application.

No further comments from city offices were received in this matter.

### **Special Permit for Parking Reduction**

Under §5320, the criteria for considering an application for Special Permit must determine that the benefit to the city and neighborhood outweigh the adverse effects of the proposed use, taking into account the characteristics of the site and of the proposed relation to that site. In addition to any specific factors that may be set forth in the zoning ordinance and the City of New Bedford Master Plan 2020, staff offers the following comments:

- **Social, economic, or community needs which are served by the proposal.**  
Staff has received approximately 30 emails at the time this report was written from the community of people who enthusiastically support New Life Church.
- **Traffic flow and safety, including parking and loading.**  
Site alteration should reflect 118 parking spaces to serve the needs of the church and church related activities. As per §5479A, this site plan presented with the Special Permit for Parking Reduction request does not illustrate how the applicant intends to promote orderly and reasonable internal circulation of the anticipated 500 congregants within the site so as to protect public safety and not unreasonably interfere with access to a public way or circulation of traffic on a public way in general. Plans received do not show pedestrian crosswalks for movement from the designated parking areas to the building ingress/egress. Submittal of a Traffic Impact & Access Study will determine if there is a need for any improvements to the interior, adjacent and nearby roadways.
- **Adequacy of utilities and other public services.**  
The applicant proposes adapting and renovating an existing structure and this application for parking reduction is for the utilization of urban space that had previously used for parking.
- **Neighborhood character and social structures.**  
The built environment of the area reflects industrial waterfront use characterized by marine commerce.



- **Impacts on the natural environment**

Staff recommends that the applicant seek recommendation from the Department of Environmental Protection and Massachusetts Office of Coastal Zone Management before proceeding with this Special Permit Request to mitigate additional financial expense.

- **Potential fiscal impact, including impact on City services, tax base, and employment**

Churches (including integrated auxiliaries and conventions or associations of churches) that meet the requirements of section 501(c)(3) of the Internal Revenue Code are automatically considered tax exempt and are not required to apply for and obtain recognition of exempt status from the IRS.

[<https://www.irs.gov/charities-non-profits/churches-integrated-auxiliaries-and-conventions-or-associations-of-churches>]

- **Master Plan Goal**

In shaping the city of New Bedford, innovative land development strategies and progressive community based planning reflect shared values that strengthen the city's connection to the water. Future planning and development initiatives must continue to strengthen downtown, protect neighborhoods, support the needs of emerging economic development sectors, encourage adaptive reuse of historic mills, and require sustainable design standards for all development.

Among the goals cited by the Master Plan (Executive Summary S-2) for implementation and creation of land use policy and zoning regulations is to encourage the relocation of uses that impair the achievement of future development to areas of the city that may best support that use. The New Bedford Economic Development Council strives to develop strategic sites and capture long term catalytic opportunities to guide dynamic and sustainable growth for the city that builds upon its coastal legacy and location. The proposed use does not directly ensure development of water-dependent uses is accommodated and protected for in the New Bedford-Fairhaven Designated Port Area.

**Staff Recommendation**

Having reviewed the case submittal materials, staff offers the following recommendations:

- The applicant should provide evidence that terms of the agreement have been fulfilled and no further obligations exist for compliance to the stipulations set forth in the deed and contract for sale as described in Bristol County (S.D.) Registry of Deeds Book 1740, Page 960 (Quitclaim Deed) and Bristol County (S.D.) Registry of Deeds Book 1740, Page 980 (Contract for Sale for Private Development).
- Staff recommends that the applicant seek recommendation from the Department of Environmental Protection and Massachusetts Office of Coastal Zone Management before proceeding with this Special Permit Request to mitigate additional financial expense.
- The applicant's agent has verbally informed staff the riverfront parcel shown as Parcel B will be used for additional parking to serve the needs of the church. Staff awaits the written agreement for the Planning Board's information.
- The applicant shall provide the number of teaching staff that will be necessary to meet the anticipated needs of the Sunday school so parking calculations may be accurately reflected in the Special Permit for Parking Reduction application.
- Revised plan submittals should reflect the existence of this drainage easement with notation for the recorded deed book and page number.

- ☐ That the applicant should check and resubmit all documents with corrections, to include all Plan sheets, Special Permit Application, Narrative, and any other conflicting documentation submitted for consideration by the Planning Board (*i.e., See Site Plan Review*).
- ☐ If applicant is introducing a ground sign, this will require a separate application.

In addition to the foregoing recommendations, staff also *suggests* the applicant confer with New Bedford's Economic Development Council for information and guidance in finding sites outside the Waterfront Industrial zoning district and New Bedford-Fairhaven Designated Port Area which may adequately provide parking to meet the Church's anticipated needs

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**Attachments:**

1. Special Permit Application
2. Letter of Authorization
3. Project Narrative
4. Request for Waivers
5. Site Plan Review Checklist
6. Development Impact Statement
7. Bristol County (S.D.) Registry of Deeds Book 1740, Page 960
8. Bristol County (S.D.) Registry of Deeds Book 1740, Page 980 (Contract for Sale for Private Development)
9. Bristol County (S.D.) Registry of Deeds Book 11720, Page 210
10. ANR Plan of Land Bristol County (S.D.) Registry of Deeds Book 170, Page 35
11. Bristol County (S.D.) Registry of Deeds Book 11653, Page 293
12. Bristol County (S.D.) Registry of Deeds Book 10719, Page 235
13. Plan of Land Bristol County (S.D.) Registry of Deeds Book 107, Page 49
14. Site Photos
15. Emails of Support
16. Plan Set





CITY OF NEW BEDFORD  
JONATHAN F. MITCHELL, MAYOR

## PLANNING BOARD

SUBMIT TO:  
Planning Department  
133 William Street  
Room 303  
New Bedford, MA 0274

### SPECIAL PERMIT APPLICATION

The undersigned, being the Applicant, seeks Special Permit Approval for property depicted on a plan entitled: S-1 EXISTING CONDITIONS & S-2 SITE PLAN by: Marshall Gary LLC dated: June 14, 2017

#### 1. Application Information

Street Address: 4 Wright Street

Assessor's Map(s): 31 Lot(s) 263

Registry of Deeds Book: 11720 Page: 210

Zoning District: Waterfront Industrial ✓

Applicant's Name (printed): Ben Gary, Marshall Gary LLC

Mailing Address: 17 NAUMKEAG ROW DANVERS MA 01923  
(Street) (City) (State) (Zip)

Contact Information: 617-699-6644 bgary@mgary.com  
Telephone Number Email Address

Applicant's Relationship to Property: ☐ Owner ☐ Contract Vendee ☒ Other Landscape Architect

List all submitted materials (include document titles & volume numbers where applicable) below:

S-1 EXISTING CONDITIONS PLAN  
S-2 SITE PLAN  
AK01 PROPOSED FLOOR PLAN

By signing below, I/we acknowledge that all information presented herein is true to the best of my/our knowledge. I/we further understand that any false information intentionally provided or omitted is grounds for the revocation of the approval (s). I/we also give Planning Department staff and Planning Board Members the right to access the premises (both interior and exterior) at reasonable times and upon reasonable notice for the purpose of taking photographs and conducting other visual inspections.

JUNE 14, 2017

Date

Ben Gary  
Signature of Applicant

City Hall • 133 William Street • Room 303 • New Bedford, MA 02740 • [www.newbedford-ma.gov](http://www.newbedford-ma.gov)  
PH: (508)979-1488 • FX: (508)979-1576

ATTACHMENT 1

PLANNING  
JUN 20 2017  
DEPARTMENT  
26-17

## 2. Zoning Classifications

Present Use of Premises: WATERFRONT INDUSTRIAL

Proposed Use of Premises: WATERFRONT INDUSTRIAL

Zoning Relief Previously Granted (Variances, Special Permits, with Dates Granted):

## 3. Briefly Describe the Proposed Project and Specify all Requested Special Permits:

CONVERSION OF EXISTING BUILDING INTO A CHURCH REQUIRING A SPECIAL PERMIT FOR OFF STREET PARKING. AS SHOWN ON DRAWING

S-2 Site plan there are 95 designated spaces with 125 spaces required in the Zoning Bylaw.

## 4. Please complete the following:

	Existing	Allowed/Required	Proposed
Lot Area (sq ft) <i>128058 / 2.93*</i>	87,000		87,000
Lot Width (ft)	460		460
Number of Dwelling Units	0	0	0
Total Gross Floor Area (sq ft) <i>25521</i>	25,200		<i>25521</i> 25,200
Residential Gross Floor Area (sq ft)	0	0	0
Non-Residential Gross Floor Area (sq ft)	25,200		25,200
Building Height (ft)	20	100	20
Front Setback (ft)	90	10	90
Side Setback (ft)	44	10	44
Side Setback (ft)	148	10	148
Rear Setback (ft)	18	10	18
Lot Coverage by Buildings (% of Lot Area)	29	50%	29
Permeable Open Space (% of Lot Area)	14	20%	14
Green Space (% of Lot Area)	14	20	14
Off-Street Parking Spaces	85	125 <i>116</i>	95
Long-Term Bicycle Parking Spaces	0	0	0
Short-Term Bicycle Parking Spaces	0	0	0
Loading Bays	3	2	3



5. Please complete the following:

	Existing	Proposed
a) Number of customers per day:	<u>20</u>	<u>500 SUN.</u>
b) Number of employees:	<u>20</u>	<u>5-10</u>
c) Hours of operation:	<u>8AM-5PM</u>	<u>9AM-1PM</u>
d) Days of operation:	<u>5</u>	<u>6</u>
e) Hours of deliveries:	<u>8AM-5PM</u>	<u>8AM-5PM</u>
f) Frequency of deliveries:	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other:	<u>Church</u>

6. OWNERSHIP VERIFICATION

This section is to be completed & signed by the property owner:

I hereby authorize the following Applicant: BEN GARY, MARSHALL GARY LLC, Landscape Architects

at the following address: 17 NAUMKEAG ROW, DANVERS, MA 01923

to apply for: SPECIAL PERMIT

on premises located at: 4 WRIGHT STREET, New Bedford, MA

in current ownership since: June 15, 2016

whose address is: 86 MacArthur Drive New Bedford, MA 02740

for which the record title stands in the name of: MacArthur Drive LLC

whose address is: 86 MacArthur Drive, New Bedford, MA 02740

by a deed duly recorded in the:

Registry of Deeds of County: Bristol South Book: 11720 Page: 210

OR Registry District of the Land Court, Certificate No.: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

I/we acknowledge that all information presented herein is true to the best of my/our knowledge. I/we further understand that any false information intentionally provided or omitted is grounds for the revocation of the approval(s). I/we also give Planning Department staff and Planning Board Members the right to access the premises (both interior and exterior) at reasonable times and upon reasonable notice for the purpose of taking photographs and conducting other visual inspections.

JUNE 14, 2017

Date

Signature of Land Owner (If authorized Trustee, Officer or Agent, so identify)

- PDF files shall be created from within the AutoCAD environment and contain Layer information.
- It is a requirement that each project drawing/sheet created for a project shall be published/plotted to DWG and PDF, and placed in the appropriate folder in the CD submission. All external references (DWG, DWF, DGN, PDF, TIFF, MrSID, JPG, etc.) which are used in support of the creation of these project sheets shall be stored within the XREF folder only (Subfolder of DWG) on the CD. Also the AutoCAD support files (fonts, plot style, etc.) should be supplied on the CD.

- **File Naming:**

The following file naming standard for all CAD related files created, used, or submitted to the Planning Department shall be followed. This applies to all CAD drawings, DWF's, PDF's used in support of, or used in conjunction with this CAD Standard.

File names shall begin with their project Planning Board Case number assigned (available through the Planning Department), followed by an underscore and the appropriate discipline code. In the instance where there is more than one file, assign an appropriate sequential number to the end (ex. 1,2,3). Special characters are not permitted except for the following; hyphens [ - ], underscores [ \_ ], and/or parenthesis [ ( ) ].

*Example 1.*

A set of engineering design plans and documents were prepared for project file number 12-34; acceptable filenames would be as follows:

12-34\_Existing Conditions1.dwg

12-34\_Existing Conditions2.dwg

12-34\_General1.dwg

12-34\_General2.dwg

☒ **9. Application Fee** (All fees are due at time of application submission)

**\$600 (\$400 for review plus \$200 for legal advertisement)**

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**Official Use Only:**

For the Planning Board, this application has been received by the Planning Division of the Department of Planning, Housing & Community Development on the date specified below:

Review date: \_\_\_\_\_ All materials submitted: Yes No

Signature: \_\_\_\_\_ Fee \_\_\_\_\_

June 17, 2017  
86 MacArthur Drive  
New Bedford, MA 02740

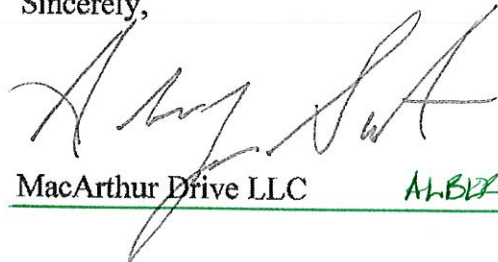
New Bedford Planning Board  
133 William Street  
New Bedford, MA 02740

**RE: Property at 4 Wright Street, New Bedford, MA**

Dear Board:

This letter is to certify that as the Owner of the above property I authorize Ben Gary of Marshall Gary LLC to prepare and submit a Special Permit Application to the Planning Board.

Sincerely,



MacArthur Drive LLC

ALBERT SANTOS

PLANNING  
JUN 20 2017  
DEPARTMENT

26-17



## Constance M. Brawders

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**From:** Ben Gary [BGary@mgary.com]  
**Sent:** Wednesday, June 21, 2017 11:26 AM  
**To:** Constance M. Brawders  
**Cc:** jfigueiredo@mvgarchitects.com  
**Subject:** New Life Church

Constance

The New Life Church is in the process of purchasing the property from the current Owner.

Ben

Any questions or problems regarding the email, please do not hesitate to contact me.

Sincerely,

Ben Gary

**Marshall | Gary**, Site Planning & Environmental Design

17 Naumkeag Row, Danvers MA 01923

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# **Project Narrative: New Life Church**

**June 14, 2017**

## **General**

It is proposed that the New Life Church will occupy the existing building and site for the purposes of conducting religious services and related Church activities. The Church intends on renovating the interior of the building to accommodate the programs.

## **Building and Site**

No changes are proposed for the exterior of the building than removing the Schuster sign on the north side of the building and pressure cleaning the exterior walls. The parking area will remain with the only improvements being repairs to cracks in the bituminous pavement, seal coating and restriping. No changes in the grades or utilities are proposed.

Lighting at the site consists of several lights attached to the exterior of the building which will remain. As for the landscape the trees are to remain while some of the shrubs will be removed for new plantings. The existing perimeter fencing will remain with the exception of the fencing on the east side which will be removed to allow access to the adjacent parcel to be leased for parking.

## **Parking**

The existing parking lot is paved with bituminous concrete and is in fair condition. Based on the markings there is parking for 85 cars. Parking layout does not include accessible parking spaces. It is proposed that the parking pavement will be repaired and seal coated with new markings to include 95 parking spaces with 4 accessible spaces as required by the Massachusetts Architectural Access Board regulations.

The Church is in negotiations to lease the adjacent parcel to the east for added parking. The proposed layout is for 102 spaces including 5 accessible spaces. In both the present property and the leased property there are lawn areas for snow storage.

## **Ownership and Zoning**

As Owners the New Life Church will maintain the property. As indicated in the Zoning Requirements attached to the Special Permit Application, the lot size and frontage as well as the setbacks for the building conform or exceed the requirements in the Zoning Bylaw.

## Zoning Requirements

### New Life Church

**Zoning District:** WI – Waterfront Industrial

**Lot Area:** 87,000 Square Feet

	<u>Required</u>	<u>Provided</u>
<b>Lot Size</b>	0 sf	87,000 sf
<b>Lot Frontage</b>	0 lf	139.80 lf
<b>Green Space</b>	20%	14%
<b>Upland</b>	100%	100%

#### Front, Side & Rear Setbacks of Buildings

##### **Building**

Front	10'	91'
Side (east)	10'	40'
Side (west)	10'	148'
Rear	10'	17'
Coverage	50%	29%
Height	0 feet	20 feet

##### **Off Street Parking**

<u>Existing</u>	<u>Required</u>	<u>Provided</u>
85	125	95 (Includes 4 handicap accessible spaces)

NOTE: Arrangements are being made by the New Life Church to lease Parcel B - 40,747 SF adjacent to the east property line for additional parking. This leased property will accommodate 102 parking spaces including 5 handicap spaces (1 van and 4 standard) plus the 95 provided spaces on the New Life Church property providing a total of 197 spaces.

The layout for parking on the leased property provides 7660 SF of green space for snow storage.





*City of New Bedford*  
**REQUEST FOR WAIVER**

**CASE #:** 26-17

**APPLICATION FOR WAIVER FROM SITE PLAN REVIEW REQUIREMENTS**

In certain instances, after consulting with the City Planner, the applicant may submit, in writing, a request for waiver for any of the submittal or technical requirements of Section 5430 and 5440 where the project involves relatively simple development plans. The Planning Board will take a separate vote on written waiver requests by the applicant. Each request for waiver must be submitted individually to be considered by the Board. Please provide one (1) original and fifteen (15) copies of the request.

**Any granted waivers must be disclosed on the final submitted and approved site plan.**

SUBJECT PROPERTY			
ASSESSOR'S MAP PLOT#	31	LOT(S)#	263
REGISTRY OF DEEDS BOOK:	11720	PAGE #	210
PROPERTY ADDRESS: 4 Wright Street			
ZONING DISTRICT: Waterfront Industrial			
OWNER INFORMATION			
NAME: MacArthur Drive LLC			
MAILING ADDRESS: 86 MacArthur Drive, New Bedford, MA 02740			
APPLICANT/CONTACT PERSON INFORMATION			
NAME (IF DIFFERENT): Ben Gary, Marshall Gary			
APPLICANT'S RELATIONSHIP TO THE PROPERTY: Check one:	OWNER <input type="checkbox"/>	CONTRACT VENDEE <input type="checkbox"/>	OTHER Describe <input checked="" type="checkbox"/> Landscape Architect
MAILING ADDRESS (IF DIFFERENT): 17 Naumkeag Row, Danvers, MA 01923			
TELEPHONE #	617-699-6644		
EMAIL ADDRESS:	bgary@mgary.com		

By signing below, I/we acknowledge that all information presented herein is true to the best of my/our knowledge. I/we further understand that any false information intentionally provided or omitted is grounds for the revocation of the approval(s). If petition is granted, I/we understand the approvals are specific to the plans submitted, unless the Board states otherwise and that if granted, that the waiver(s) must be noted on the approved Site Plan and acted upon within one year.

  
\_\_\_\_\_  
Signature of Applicant/s

June 17, 2017

Date

PLANNING  
JUN 20 2017  
DEPARTMENT



**If the applicant differs from the owner, this section must be completed/signed by the property owner/s:**

I hereby authorize the applicant represented above and throughout this application to apply and to represent my/our interests on my/our behalf for the relief requested herein for the premises I/we own noted as "property address" above and presented throughout this application. Furthermore, by signing this application I/we acknowledge having read and understood this application and the accompanying instructions and information. If petition is granted, I/we understand the approvals are specific to the plans submitted, unless the Board states otherwise and that if granted, that the waiver(s) must be noted on the approved Site Plan and acted upon within one year.

\_\_\_\_\_  
Signature of Owner/s

June 17, 2017

\_\_\_\_\_  
Date

DESCRIPTION	Ordinance Section		CLEARLY Describe why this request is being made.
	1	***Example*** 5451. b. Topography and Drainage Plan	***Example*** There currently exists a structure and pavement on the site. No excavation of the site is being proposed, therefore topography and drainage will not be altered.
	2	5335 <i>PHASING</i>	No development of the site is proposed.
	3	5451b - 5451f	No construction is proposed including topography, drainage, utilities, architectural (except on the interior), landscaping or lighting.
	4	5452 and 5454	No construction is proposed.

Additional pages describing the waiver request may be attached to this form following the same chart format, if necessary.

☐

Please check here if additional pages are attached.

☒

Number of Waiver requests submitted for consideration:



# Site Plan Review Application Checklist

In order for the City of New Bedford Planning Board to accurately review your project in a timely manner, plan sets submitted with applications must be complete and thorough. A comprehensive understanding of this handout and submittal of all required documents and plans ensures an efficient review of your project.

Unless otherwise noted or determined by Planning Division Staff to not be required, the following information and drawings must be included in the submittal package for your application. For an application to be accepted, each and every item is required at the time of application submittal.

In certain instances, plans, or portions of plans, may be waived when not applicable for the review of a particular type of development, at the discretion of the City Planner. Requests for any such waiver(s) must be submitted, in writing, to Planning Division for consideration prior to application submittal.

All submitted materials must be legible, organized & bound (where appropriate) in a manner that allows for distribution of all proposal materials as 1 package. Please utilize double-sided printing for submitted reports, studies and statements when possible.

Initials Indicate  
Item Submitted.

For subparts of the required plans, please mark as follows:

☒ = Shown on Plans    ☐ = Waiver Requested    ☐ = Not Applicable

Staff    Applicant

X

1. **Completed Application Form** (with all required signatures; 16 Copies)

X

2. **Completed Site Plan Review Application Checklist** (1 original & 15 copies)

X

3. **Plans**

- ☒ Four (4) stapled and folded sets of full-sized plans (24" x 36") and Twelve (12) sets of reduced plans (11" x 17") are required for all applications. Staff reserves the right to require additional copies.
- ☒ One (1) electronic copy (PDF & CAD) of all proposed activity plans (See Section 10 of Checklist for Requirements)
- ☒ All plans oriented so that north arrow points to top of sheet
- ☒ Plans shall be drawn at a minimum scale of 1" = 40' or less
- ☒ All plans shall be stamped by Commonwealth of Massachusetts-registered Professional Engineer, Professional Land Surveyor, and/or Professional Landscape Architect, as appropriate
- ☒ Plan sets shall be comprised of separate sheets as listed below unless otherwise approved by the City Planner
- ☒ All plans shall have a title block comprised of the following: Project Title, Sheet Title, Sheet Number; Registrant Stamp (i.e. PE, PLS, LA); Registrant's name and address; Street addresses of the project area parcels; Scale at which the plan is drawn; Plan Issue Date; and all plan revision dates (with corresponding revision descriptions).



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**X**   **3a. Cover Sheet**, to include the following information:

☒ **Title Block**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Project name/title                  | <input checked="" type="checkbox"/> Name and address of Engineer / Architect / Landscape Architect |
| <input checked="" type="checkbox"/> Assessor's map and parcel number(s) | <input checked="" type="checkbox"/> Name and address of developer                                  |
| <input checked="" type="checkbox"/> Registry Book and Page              | <input checked="" type="checkbox"/> Revision Date Block  |
| <input checked="" type="checkbox"/> Name and address of property owner  | <input checked="" type="checkbox"/> Street Number and/or Lot Number                                |

☒ **Zoning Requirements Table (Indicate Required vs. Provided)**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Zoning District  | <input checked="" type="checkbox"/> Compact Parking Spaces           |
| <input checked="" type="checkbox"/> Lot Area   | <input checked="" type="checkbox"/> Accessible Parking Spaces        |
| <input checked="" type="checkbox"/> Lot Frontage   | <input checked="" type="checkbox"/> Van Accessible Parking Spaces    |
| <input checked="" type="checkbox"/> Front, Side & Rear Setbacks of Buildings and Parking Areas | <input type="checkbox"/> Screening Buffers                           |
| <input checked="" type="checkbox"/> Building Height  | <input checked="" type="checkbox"/> Percentage of Lot that is Upland |
| <input checked="" type="checkbox"/> Lot Coverage   | <input checked="" type="checkbox"/> Total Square Footage of Upland   |
| <input checked="" type="checkbox"/> Green Space  |  |
| <input checked="" type="checkbox"/> Off-Street Parking Spaces                                  |  |

- ☒ **Locus Map** (At a scale of 1 inch = 100 feet, showing the entire project and its relation to existing areas, buildings and roads within a distance of 1,000 feet from the project boundaries or such other distances as may be approved or required by the Planning Board.)

- ☒ **Plan Index** with latest revision date of each individual plan

**X**   **3b. Existing Conditions Plan**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Name of Surveyor or Surveyor Firm                                  |  |
| <input checked="" type="checkbox"/> Date of survey   |  |
| <input checked="" type="checkbox"/> Property lines with bearings and distances                         |  |
| <input type="checkbox"/> Monuments set/found at all lot corners  |  |
| <input checked="" type="checkbox"/> Easements with bearings and distances suitable for registry filing |  |
| <input type="checkbox"/> Names of all abutters   |  |
| <input checked="" type="checkbox"/> Street names   |  |
| <input type="checkbox"/> Benchmark locations (Based on USGS NGVD – show year)                          |  |
| <input type="checkbox"/> NHESP mapped areas (Areas of Estimated and Priority Habitats)                 |  |
| <input type="checkbox"/> Existing 21E Contaminated Site Information                                    |  |
| <input type="checkbox"/> Existing Buildings and Structures   |  |
| <input checked="" type="checkbox"/> Area of building   | <input checked="" type="checkbox"/> Setbacks from property lines |
| <input checked="" type="checkbox"/> Number of stories  | <input type="checkbox"/> Floor elevations                        |
| <input checked="" type="checkbox"/> Principal use  | <input type="checkbox"/> Door locations with sill elevations     |

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- ☐ Existing Topography:
  - ☐ Contours at 2' intervals (1' contours or additional spot grades if site is flat)
  - ☐ Overhead and underground utilities including but not limited to water, sewer, drainage, electric, telephone, cable TV, gas, septic systems, detention structures, wells
  - ☒ Existing parking/paved areas including pavement type (parking, walkways, etc.)
  - ☒ All Existing Curbcuts
  - ☐ Listing of all existing utility owners and contact info located within the project limits
  - ☐ Adequate utility information outside the site to verify proposed utility connections
  - ☐ All utility pipe types, sizes, lengths, and slopes
  - ☐ All utility structure information including rim and invert elevations
  - ☒ All existing easements within 50 feet of property line-Identify any utility within the easement
  - ☐ All existing utility easements with bearings and distances
  - ☒ Existing pavement markings within site and on connecting roads
  - ☒ Existing features such as walls, curbing, landscaping, trees, walks, fences, trees over 12" caliper, lighting, poles, guys, signs, loading areas, fire hydrants, dumpster locations, known buried slabs, etc...
  - ☐ Wetlands, floodplain, water protection district delineation including offsets and buffer zones
  - ☐ Streams, water courses, swales and all flood hazard areas
  - ☐ Rock Outcroppings
  - ☐ Test pit locations including groundwater depths when encountered
  - ☐ Historic buildings within 250 feet of the subject property

NA

**3c. Demolition Plan**

- ☐ **Existing Conditions Plan plus:**
  - ☐ Existing Buildings and Structures to be removed/demolished
  - ☐ Existing parking/paved areas to be removed/demolished
  - ☐ Existing utilities to be removed/demolished
  - ☐ Existing hydrants to be removed
  - ☐ Existing features to be removed/ demolished such as walls, curbing, landscaping trees, walks, fences, trees over 6" caliper, lighting, poles, guys, signs, etc.
  - ☐ Dust Control Measures
  - ☐ Proposed construction phase drainage infrastructure plan including (but not limited to) piping and natural watercourse profiles & cross-sections, retention/detention structures, drain manholes, catch basins, gutter inlets, headwalls, water quality BMPs, and erosion & sedimentation control features, etc.

X

**3d. Construction/Layout Plan**

- ☒ Proposed Buildings and Structures



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- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Area of building or additions   | <input checked="" type="checkbox"/> Setback dimensions from property lines                  |
| <input checked="" type="checkbox"/> Number of stories   | <input type="checkbox"/> Out-buildings, detached garages, temp. construction trailers, etc. |
| <input checked="" type="checkbox"/> Principal use   |   |
| <input type="checkbox"/> Floor elevations   |   |
| <input type="checkbox"/> Door locations with sill elevations  |   |
| <input type="checkbox"/> Proposed Topography, including but not limited to:   |   |
| <input type="checkbox"/> Proposed contours at 2' intervals  | <input type="checkbox"/> Curb type(s) and limits  |
| <input checked="" type="checkbox"/> Parking lot setbacks to property line   | <input type="checkbox"/> Lighting / Poles / Guys  |
| <input type="checkbox"/> Parking lot grades (not to exceed 5% or be less than 0.5%)   | <input type="checkbox"/> Signs (include sign schedule)                                      |
| <input checked="" type="checkbox"/> Walls   | <input checked="" type="checkbox"/> Pavement markings                                       |
| <input checked="" type="checkbox"/> Parking spaces (delineated and dimensioned)   | <input checked="" type="checkbox"/> Loading areas / Loading Docks / Platforms               |
| <input checked="" type="checkbox"/> Accessible parking spaces & aisles  | <input checked="" type="checkbox"/> Fences  |
| <input checked="" type="checkbox"/> Wheelchair ramps  | <input checked="" type="checkbox"/> Landscape areas   |
| <input checked="" type="checkbox"/> Sidewalks   | <input checked="" type="checkbox"/> Dumpster(s), Compactor(s) & Pads                        |
| <input checked="" type="checkbox"/> Pavement type(s)  | <input type="checkbox"/> Spot Grades at 4 Building Corners                                  |
|   | <input type="checkbox"/> Overall Plan Showing Areas of Cut & Fill                           |
| <input checked="" type="checkbox"/> Critical dimensions including aisle widths, parking stall dimensions, curb radius, driveway openings, etc.  |   |
| <input type="checkbox"/> Grading at entrance-show spot grades if required   |   |
| <input checked="" type="checkbox"/> Emergency Vehicle Access  |   |
| <input checked="" type="checkbox"/> Truck Access (WB-50 unless otherwise approved by City Engineer)   |   |
| <input checked="" type="checkbox"/> Snow Storage Areas, with limits of any fence protection (if applicable)   |   |
| <input type="checkbox"/> Construction notes, including the following notes:   |   |
| <ul style="list-style-type: none"><li>• Any minor modifications (as determined by the City Engineer) to the information shown on the approved site plans shall be submitted to the City Engineer as a Minor Plan Revision for approval prior to the work being performed.</li><li>• Any work and material within the City right-of-way shall conform to the City of New Bedford requirements</li><li>• All handicap parking, ramps, and access shall conform to AAB &amp; MAAB requirements</li><li>• All erosion control measures shall be in place prior to construction. Erosion Control shall conform to the City of New Bedford Conservation Commission requirements as stated in the Order of Conditions. (Refer to Erosion Control Plan if part of submission)</li><li>• All pavement markings and signs shall conform to MUTCD requirements</li></ul> |   |

NA   **2e. Grading and Drainage Plan**

- ☐ Existing Conditions Plan and Construction/ Layout Plan plus:
- ☐ Existing and proposed site grading/ topography-Contours at 2' intervals (1' contours or additional spot grades if site is flat)

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- ☐ Proposed parking lots, sidewalks, islands, etc.
  - Parking lot grades shall not exceed 5% or be less than 0.5 %
- ☐ Floor elevations & door locations
- ☐ Proposed drainage infrastructure plan including but not limited to piping and natural watercourse profiles & cross-sections, infiltration/ retention / detention structures, drain manholes, headwalls, roof recharge systems, flow direction, water quality BMPs, etc.
- ☐ Adequate information off site to verify proposed drain connections
- ☐ Drainage system profiles including rim and invert elevations, material, types, sizes, lengths, utility crossings and slopes
- ☐ Utility easements with bearings and distances suitable for registry filing
- ☐ Delineation of all stockpile areas
- ☐ Provide safety fencing around stockpiles over 10' in height or otherwise restrict site access
- ☐ For applications associated with residential or commercial/industrial subdivisions, include an overall development plan showing all construction activity and proposed grading for all project phases, and show the proposed building envelope within each house lot and the proposed grading, drainage, and storm water disposal for each lot.
- ☐ A design for the stormwater drainage systems prepared by a Registered Professional Engineer demonstrating that proposed development rates of runoff do not exceed pre-development rates, as required under Massachusetts Stormwater Management Standards.

NA

**3f. Utility and Grading Plan** (Show appropriate info from Existing Conditions & Construction/Layout Plan)

- ☐ Include all proposed utilities, including, but not limited to, Water, Sewer, Drainage, Electric, Telephone, Cable TV, Gas, Lighting, Title V Septic Systems & Detention and Retention Structures
  - Adequate utility information outside the site to verify proposed utility connections
  - All utility pipe types, sizes, lengths, and slopes
  - All utility structure information including rim and invert elevations
  - Any utility access vaults
  - All utility access handholes
  - All water services, hydrants, gates, shutoffs, tees
  - Utilities shall be underground if possible
  - All transformer locations
  - Required utility easements with dimensional bearings and distances
- ☐ Force main, if required, conforming to City of New Bedford requirements
- ☐ Water main loop
- ☐ Sewer profile showing all utility crossings
- ☐ Sections through detention basin(s)
- ☐ Include the following notes:
  - The contractor shall obtain a Street Disturbance & Obstruction Permit prior to any construction within the right-of-way
  - All water and sewer material and construction shall conform to the City of New Bedford requirements



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- |  |   |
|--|---|
|  | <ul style="list-style-type: none"><li>• All water and sewer construction shall be inspected by the City Of New Bedford before being backfilled</li><li>• The City shall be notified at least 24 hours prior to the required inspections</li></ul> <input type="checkbox"/> Detention basin, retention basin or other stormwater mechanisms (such as infiltration devices), if proposed. |
|--|---|

NA	<b>3g. Landscape Plan</b>
----	---------------------------

- |  |   |
|--|---|
|  | <input type="checkbox"/> Location, species & size of all proposed plantings   |
|  | <input type="checkbox"/> All existing landscaping to be removed or retained   |
|  | <input type="checkbox"/> Plant and tree legend  |
|  | <input type="checkbox"/> Delineate & label all existing and proposed groundcovers, lawn areas, driveways, walkways, patios and other surface treatments |
|  | <input checked="" type="checkbox"/> Snow storage areas  |
|  | <input type="checkbox"/> Proposed irrigation methods (on-site wells to be used unless otherwise approved)   |
|  | <input type="checkbox"/> Verify sight distances at entrances  |

NA	<b>3h. Erosion Control Plan</b> (show appropriate information from Existing Conditions and Construction/Layout Plans)
----	---

- |  |   |
|--|---|
|  | <input type="checkbox"/> Straw bales or straw bale/silt fence combination and compost filter tubes  |
|  | <input type="checkbox"/> Anti-tracking BMP area at all construction entrances   |
|  | <input type="checkbox"/> Dust Control (Methods of)  |
|  | <input type="checkbox"/> Protection of existing and proposed drainage structures with straw bales and/or silt sacks   |
|  | <input type="checkbox"/> Delineation of all temporary stockpile areas   |
|  | <input type="checkbox"/> Safety fencing around stockpiles over 10' in height or otherwise restricted site access  |
|  | <input type="checkbox"/> Straw bales or straw bale/silt fence combination around all stockpiles   |
|  | <input type="checkbox"/> Include the following notes: <ul style="list-style-type: none"><li>• All BMP erosion control measures shall be in place prior to demolition or any site work.</li><li>• Erosion Control BMPs shall conform to US EPA, NPDES, MA DEP and Massachusetts Erosion and Sedimentation Control Guidelines for Urban and Suburban Areas.</li><li>• Maintenance specifications for all proposed erosion and sedimentation controls.</li></ul> |

X	<b>3i. Floor Plan</b>
---	-----------------------

- |  |   |
|--|---|
|  | <input checked="" type="checkbox"/> Include complete floor plan of all floors (entire building), including existing & proposed work   |
|  | <input checked="" type="checkbox"/> Label all rooms (e.g., bedroom, kitchen, bathroom), and include dimensions of room sizes  |
|  | <input checked="" type="checkbox"/> Show the location of all existing and proposed doors, windows, and walls  |
|  | <input type="checkbox"/> For non-residential projects: show all existing and proposed seating areas, mechanical/kitchen equipment, backup generators and/or other major functional components of the proposed project |

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- ☒ Identify waste storage and disposal area(s), including detail(s) for dumpster(s) and dumpster pick-up and trash & garbage compaction areas (if any)

**X**   **3j. Building Elevations**

- ☒ Show all structural building elevations (front, sides and rear façades) that will be affected by the proposed project
- ☒ For additions/alterations: label existing and new construction, as well as items to be removed
- ☒ Identify all existing and proposed exterior materials, treatments and colors- including roofing, roof eaves, eave brackets, siding, doors, trim, sills, windows, fences, and railings. Show details of proposed new exterior elements
- ☐ Show any exterior mechanical, duct work, and/or utility boxes
- ☐ Include dimensions for building height, wall length and identify existing and proposed floor elevations

**NA**   **3k. Sign Plan**

- ☐ Fully-dimensioned color elevations for all proposed signs
- ☐ Total square footage of existing signs and total square footage of proposed signs
- ☐ Existing and proposed sign locations on site plan
- ☐ Existing and proposed materials and methods of lighting for all signs

**NA**   **3l. Lighting Plan**

- ☐ Location and orientation of all existing and proposed exterior lighting, including building and ground lighting and emergency spot lighting (if any)
- ☐ Height and initial foot-candle readings on the ground and the types of fixtures to be used
- ☐ Plan Must Show Illumination Patterns On-Site and Areas Off-Site
- ☐ New Bedford Washingtonian Type Fixtures Should Be Used, Where Applicable
- ☐ Provide Cut Sheet for All Lighting Fixtures

**NA**   **3m. Detail Sheets (Typical Details)**

- |  |  |
|--|--|
| <input type="checkbox"/> Pavement Section Detail                   | <input type="checkbox"/> Sewer Manhole Detail (26" cover)                        |
| <input type="checkbox"/> Sidewalk Detail                           | <input type="checkbox"/> Detention / Retention Basin Sections (from plan)        |
| <input type="checkbox"/> Curb Detail                               | <input type="checkbox"/> Detention Basin Outlet Structure Detail                 |
| <input type="checkbox"/> Driveway Detail                           | <input type="checkbox"/> Miscellaneous Detention / Retention Basin Details       |
| <input type="checkbox"/> Wheel Chair Ramp Detail                   | <input type="checkbox"/> Infiltration Device Details                             |
| <input type="checkbox"/> Concrete Pad Detail                       | <input type="checkbox"/> Stormwater BMPs (Water Quality Structure Details, etc.) |
| <input type="checkbox"/> Catch Basin Detail                        | <input type="checkbox"/> Bollards  |
| <input type="checkbox"/> Drainage Manhole Detail                   |  |
| <input type="checkbox"/> Water/Sewer Trench Details (12" envelope) |  |



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- |  |  |
|--|--|
| <input type="checkbox"/> Water and Sewer Trench Sections | <input type="checkbox"/> Sign Detail   |
| <input type="checkbox"/> Anti-Seepage Collar Detail      | <input type="checkbox"/> Fence Detail  |
| <input type="checkbox"/> Flared End Detail               | <input type="checkbox"/> Flowable Fill Trench  |
| <input type="checkbox"/> Rip Rap Detail                  | <input type="checkbox"/> Pavement Marking Details  |
| <input type="checkbox"/> Straw bales/Silt Fence Detail   | <input type="checkbox"/> Handicap Parking/Compact Parking Signs  |
| <input type="checkbox"/> Silt Sac Detail                 | <input type="checkbox"/> Hydrant Detail (American –Darling B-62-B (Open Right) or Mueller Super Centurion Hydrant (Open Right) |
| <input type="checkbox"/> Compost Filter Tube Detail      | <input type="checkbox"/> Thrust Block Detail   |
| <input type="checkbox"/> Light Pole Foundation Detail    |  |
| <input type="checkbox"/> Retaining Wall Details          |  |
| <input type="checkbox"/> Tree/Shrub Planting Detail      |  |

       **X** **4. Project Narrative** (16 Copies), to include adequate summary & description of the proposed project and indicating, where appropriate:

- The number of dwelling units to be built and the acreage in residential use
- Evidence of compliance with parking and off-street loading requirements
- The forms of ownership contemplated for the property and a summary of the provisions of any ownership or maintenance thereof
- Identification of all land that will become common or public land
- Any other evidence necessary to indicate compliance with the zoning ordinance
- A written statement indicating the estimated time required to complete the proposed project and any and all phases thereof
- A written estimate showing, in detail, the projected costs of all site improvements (and off-site improvement) planned
- Drainage calculations by a registered professional engineer, with storm drainage design conforming to City of New Bedford subdivision regulations, as well as wetland delineations determined by a certified wetland scientist if applicable, for 1, 10, 25 & 100 year storm events

       **X** **5. Certified Abutters List** (16 copies)

       **X** **6. Proof of Ownership** (Copy of Deed(s) for All Involved Parcels; 16 Copies)

       **X** **7. Development Impact Statement (DIS)**, completed per §5350 of Zoning Code, (16 Copies), if required by Board

       **NA** **8. Traffic Impact & Access Study (TIAS)** (16 Copies), if required by Board

       **NA** **9. Stormwater Management Report** (9 Copies), if required, comprised of the following:

- ☐ MADEP Stormwater Standards Compliance Checklist (signed & stamped)
- ☐ Overall Project Description
- ☐ Existing Conditions

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- ☐ Proposed Improvements
- ☐ Proposed Conditions
- ☐ Hydrologic Analysis for Existing & Proposed Conditions for Milestone Storm Event Intensities
- ☐ Stormwater Management Regulations
- ☐ Summary
- ☐ Appendix - Existing/Proposed Conditions Plans showing the following:
  - ☐ Overall Existing Subcatchment Area Table
    - Subcatchment Labeled, Design Point, Area, Curve number, Tc (min.)
  - ☐ Soil Classifications Table (Existing Soils)
    - Map Unit Symbol, Map Unit Name, Hydrologic Soil Code
  - ☐ Overall Proposed Subcatchment Area Table
    - Subcatchment Labeled, Design Point, Area, Curve number, Tc (min.)
  - ☐ Soil Classifications Table (Including Proposed Boron Soils, Etc., if applicable)
    - Map Unit Symbol, Map Unit Name, Hydrologic Soil Code
- ☐ Appendix - Hydrologic Analyses
  - ☐ HydroCAD Software Analyses (or equivalent software) Analyses (Existing & Proposed Conditions)
- ☐ Appendix - Illicit Discharge Certification (signed & dated)

**X   10. Electronic PDF and AutoCAD Files**

- ☒ Shall consist of a CD with a printed CD Label in a CD case
- ☐ CAD files shall be 2010 format or the latest revision of AutoCAD Civil 3D
- ☐ All project submissions shall include the following file types. All project related Drawing Files shall be provided in all 2 supported formats, listed below.
  - AutoCAD Drawing format (.dwg)
  - Adobe Portable Document Format (.pdf)
- ☐ PDF files shall be created from within the AutoCAD environment and contain Layer information.
- ☐ It is a requirement that each project drawing/sheet created for a project shall be published/plotted to DWG and PDF, and placed in the appropriate folder in the CD submission. All external references (DWG, DWF, DGN, PDF, TIFF, MrSID, JPG, etc.) which are used in support of the creation of these project sheets shall be stored within the XREF folder only (Subfolder of DWG) on the CD. Also the AutoCAD support files (fonts, plot style, etc.) should be supplied on the CD.
- ☐ **File Naming:**

The following file naming standard for all CAD related files created, used, or submitted to the Planning Department shall be followed. This applies to all CAD drawings, DWF's, PDF's used in support of, or used in conjunction with this CAD Standard.

**Staff** | **Applicant**

File names shall begin with their project Planning Board Case number assigned (available through the Planning Department), followed by an underscore and the appropriate discipline code. In the instance where there is more than one file, assign an appropriate sequential number to the end (ex. 1,2,3). Special characters are not permitted except for the following; hyphens [ - ], underscores [ \_ ], and/or parenthesis [ ( ) ].

*Example 1.*

A set of engineering design plans and documents were prepared for project file number 12-34; acceptable filenames would be as follows:

*12-34\_Existing Conditions1.dwg*

*12-34\_Existing Conditions2.dwg*

*12-34\_General1.dwg*

*12-34\_Generale.dwg*

     **X** **11. Application Fee** (All fees are due at time of application submission)

**Official Use Only:**

For the Planning Board, this application has been received by the Planning Division of the Department of Planning, Housing & Community Development on the date specified below:

Review date: \_\_\_\_\_ All materials submitted:   Yes   No

Signature: \_\_\_\_\_ Fee: \_\_\_\_\_



## MEMO

**To:** New Bedford Planning Board

**From:** Ben Gary, Landscape Architect

**CC:** MacArthur Drive LLC

**Date:** June 17, 2017

**Project:** New Life Church, New Bedford, MA

PLANNING  
JUN 20 2017  
DEPARTMENT

**Special Permit Application (New Life Church at 4 Wright Street)  
Development Impact Statement (DIS) per Zoning Code, Section 5350**

**Physical Environment**

The surface of the site of 87,000 SF is 86% impervious with one building of 25,200 SF surrounded by bituminous concrete pavement. There are several deciduous trees 12-15" in caliper and some evergreen shrubs in the single parking island. Adjacent to the building on the south side is a vegetated drainage swale. The project parcel is surrounded by industrial buildings. There are no geologic, archeological, scenic or historical features or structures on the site or indigenous wildlife on the generally "barren" site.

Basically, the development of the project consisting of renovations to the building's interior to accommodate the intended use, a church with spaces for Assembly and Sunday School will not impact the site's existing conditions.

**Surface Water and Subsurface Conditions**

The building is 240 feet west from the New Bedford Harbor. The present runoff from the building and paved area is collected by a subsurface drainage system. Given that there are no proposed changes in the size and character of the building and paved area there will be no change in the runoff. The building is connected to municipal water and sewer.

**Circulation System**

The vehicular entrance is and will remain from Wright Street. While it is expected that people will drive to the site, there is a sidewalk on Wright Street. The primary traffic will occur on Sunday with up to 500 congregants attending religious services and Sunday school and during the week the building will be occupied by 5-10 employees. The truck traffic associated with previous use of the building will be eliminated.



**Special Permit Application (New Life Church at 4 Wright Street)**  
**(DIS) per Zoning Code, Section 5350 Page 2** **6-17-7**

**Support Systems**

**Water Distribution**

The building is currently connected to the New Bedford water system in Wright Street.

**Sewage Disposal**

The sewage is currently connected to the New Bedford sewer system in Wright Street.

**Refuse Disposal**

A dumpster will be placed on east side of the site near the building for disposal of refuse.

**Fire Protection**

The nearest fire station is 1.3 miles from the site with a hydrant on Wright Street.

**Recreation**

Those attending church activities or working at the church are expected to do so by driving. The nearest public recreation area is Roberto Clemente Park less than half mile south of the project site.

**Schools**

As there are no residential units associated with this project there will be no children to impact the school population.

**Phasing**

No exterior construction is planned to take place at the site which might require phasing.

## 5689 QUITCLAIM DEED

*Contract for Sale  
for Private  
Redevelopment  
6/18/94  
1740-960*

The New Bedford Redevelopment Authority, a public body, politic, and corporate, duly organized and existing pursuant to the General Laws of the Commonwealth of Massachusetts, Chapter 121B, and having its principal office and place of business at 21 South Sixth Street, City of New Bedford, County of Bristol, Commonwealth of Massachusetts, (hereinafter called the "Grantor"), in consideration of One Hundred Fifteen Thousand Two Hundred Fifty and no/100 (\$115,250.00) Dollars, paid by Richard A. Shuster and Steven L. Shuster, a partnership, doing business as Southeast Development Company, having its usual place of business at 1502 Purchase Street, New Bedford, Massachusetts (hereinafter called the "Grantee") grants to the Grantee, with quitclaim covenants, a certain parcel of land located within said New Bedford and more particularly bounded and described as follows:

Being a portion of Parcel No. 1 on plan of land entitled "The City of New Bedford, New Bedford Redevelopment Authority, Disposition Parcel Nos. 1, 3 and 5, South Terminal Urban Renewal Project" dated March 20, 1969, recorded with the Bristol County (S.D.) Registry of Deeds, Book 83, Page 103.

Beginning at a point in the south line of Wright Street said point being the northwest corner of the land hereby conveyed;

Thence north  $77^{\circ}17'58''$  east in the southerly line of said Wright Street 139.80 feet to a point;

Thence south  $12^{\circ}42'02''$  east 10.00 feet to a point;

Thence north  $77^{\circ}17'58''$  east by Lot "D" on said plan 460.20 feet to the west line of a Bulkhead;

Thence south  $14^{\circ}26'09''$  east 201.39 feet to a point;

Thence south  $75^{\circ}39'23''$  west 606.34 feet to a point;

Thence north  $12^{\circ}42'02''$  west 228.70 feet to the point of beginning, containing 128,058 square feet.

Together with an easement to enter upon that portion of said Bulkhead hereinafter described for the purpose of docking of vessels, doing business with the Grantee, its successors and assigns, and for the loading and unloading

2.93 ACRES



of such vessels. The bounds of that portion of the Bulkhead are bounded and described as follows:

Beginning at a point in the northeast corner of the property hereby conveyed;

Thence south  $14^{\circ}26'09''$  east 201.39 feet by said land conveyed;

Thence north  $75^{\circ}39'23''$  east for a distance of 5.00 feet to the Combined Pierhead and Bulkhead Line;

Thence north  $14^{\circ}26'09''$  west in said Combined Pierhead and Bulkhead Line 201.39 feet;

Thence south  $77^{\circ}17'58''$  west for a distance of 5.00 feet to the point of beginning.



-la-

THIS CONVEYANCE is made under and subject to:

- A. Present and future laws, ordinances, resolutions, regulations and orders of all municipal, county, state, federal or other government bodies, boards, agencies, or other authority now or hereafter having jurisdiction.
- B. The public easement in public streets and alleys abutting the Property
- C. The following covenants:
  1. That the Grantee, covenants and agrees for itself, its successors and assigns to or of the property or any part thereof, that the Grantee, and such successors and assigns shall:
    - a. Devote the Property to and only to and in accordance with the uses specified in the Urban Renewal Plan for the South Terminal Urban Renewal Project No. Mass R-96 (hereinafter called the "Plan") and as the same may be hereinafter modified, amended and extended from time to time with the approval of the Grantee, its successors and assigns.
    - b. Not discriminate upon the basis of race, religion, color, sex or national origin in the sale, lease or in the rental or in the use and occupancy of the premises or any improvements erected or to be erected thereon, or any part thereof.
    - c. Comply with all State and Local Laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, sex or national origin, in the sale, lease or in the use and occupancy of the premises and not effect or execute any agreement, lease, conveyance or other instrument whereby the premises or any part thereof is restricted upon the basis of race, religion, color, sex or national origin in the sale, lease or occupancy thereof.
    - d. Be without power to sell, lease, or otherwise transfer the Property or any part thereof without the prior written consent of the Grantor until the Grantor shall certify in writing that the Improvements as provided by Section 4, of the Contract for Sale of Land for Private Redevelopment dated June 7, 1977 between the Grantor and the Grantee, herein have been completed.



e. Make no changes in the Improvements after the completion of the construction thereof which would constitute a major change in said Improvements or in the utilization of the Property except with the written approval of the Grantor.

f. Promptly begin and diligently prosecute to completion the redevelopment of the Property, the construction of the Improvements thereon and that such construction shall begin and be completed within the period of time provided in the Contract for Sale of Land for Private Redevelopment.

2. The Grantee for itself, and its successors and assigns, agrees that the aforementioned restrictions covenants and agreements shall be covenants running with the land, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise provided in the said Contract for Sale of Land for Private Redevelopment itself, to be to the fullest extent permitted by law and equity, binding for the benefit and in favor, and enforceable by, the Grantor, its successors, and assigns, the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Plan and the United States, against the Grantee, and its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof. The Grantee, for itself, its successors and assigns, further covenants and agrees that the said covenants running with the land shall be in effect until May 28, 2015, the period specified or referred to in the Plan, or until such date thereafter to which it may be extended by proper amendment of the Plan, on which date, as the case may be, such covenants shall terminate, except for the covenants provided in paragraphs 1 (b) and (c) hereof, which shall remain in effect forever, and except for the covenants relating to the construction of the Improvements which shall only remain in effect as to the Property or individual part thereof until such time as a certificate of completion is issued by the Grantor as to the Property or the particular part thereof as provided in the said Contract for Sale of Land for Private Redevelopment, and recorded. The Grantee, for itself, its successors and assigns, further covenants and agrees that all the said covenants running

with the land shall be enforceable for said period of time without regard to whether the Grantor or the United States is or remains an owner of any land or interest therein to which said covenants relate:

D. The following express conditions:

1. That the Grantee, its successors or assigns shall within six months of the date of this deed commence and within twelve months from the date of this deed complete the construction of the Improvements to the Property in accordance with the said Contract for Sale of Land for Private Redevelopment and the Grantor, or its successors or assigns, shall have right to re-entry, and the estate hereby conveyed shall be forfeited by reason of the failure of the Grantee, its successors, or assigns, so to do in accordance with the provisions of the said Contract for Sale of Land for Private Redevelopment, and the title to said estate shall revert to and be revested in the said Grantor or its successors or assigns.

2. That prior to completion of the Improvements as certified by the Grantor pursuant to said Contract for Sale of Land for Private Redevelopment, the Grantee, its successors or assigns, shall not without the approval of the Grantor, its successors or assigns, sell, lease, or otherwise transfer the Property or any part thereof, or make any change in the ownership or the distribution of the stock of the Grantee corporation or successor corporation of such a nature as to result in a significant change in identity of the parties in control of the Grantee or the degree thereof, in violation of the provisions of said Contract for Sale of Land for Private Redevelopment, for breach of any of which conditions the Grantor, or its successors or assigns, shall have a right of re-entry and the estate hereby conveyed shall be forfeited and the title to said estate shall revert to and be revested in the said Grantor or its successors or assigns.

3. That prior to completion of the Improvements as certified by the Grantor pursuant to the Contract for Sale of Land for Private Redevelopment, the Grantee, its successors and assigns, shall pay the real estate taxes and any special assessments on the Property when due and shall not place or permit any lien or other encumbrance to be placed on the Property except as authorized by the said Contract for Sale of Land for Private Redevelopment, and shall not

suffer and levy or attachment to be made upon the Property, or to be or remain a charge or encumbrance on or against the Property and for any neglect or failure to pay such taxes or assessments, or to remove such encumbrance or lien as provided in the Contract for Sale of Land for Private Redevelopment, the Grantor, or its successors or assigns, shall have a right of re-entry and the estate hereby conveyed shall be forfeited by reason of the failure of the Grantee, its successors and assigns, to so do, and the title to said estate shall revert to and be revested in said Grantor, or its successors or assigns.

4. Provided, however, that the rights of forfeiture, re-entry, and reverter of title reserved by the Grantor for a breach of any of the foregoing conditions shall be subject to and shall not impair the lien of any mortgage or trust deed authorized by the aforesaid Contract for Sale of Land for Private Redevelopment in existence at the time of the said breach, and the rights or interests provided in said Contract for Sale of Land for Private Redevelopment for the protection of the holders of any evidence of indebtedness secured by any such mortgage or trust deed.

5. Provided further, that the said rights of forfeiture, re-entry and reverter of title hereby reserved by the Grantor for a breach of any of the foregoing conditions shall not apply to parts or parcels of the Property on which the Improvements to be constructed thereon have been completed and which have, pursuant to the authorization contained in the Contract for Sale of Land for Private Redevelopment, been sold, conveyed, or leased to other parties.

6. Provided further, that in the exercise of the said rights of forfeiture, re-entry and reverter of title hereby reserved by the Grantor for a breach of any of the foregoing conditions, the Grantor, its successors and assigns, shall have the right to execute and record in the Bristol County (S.D.) Registry of Deeds a written declaration of termination of all the rights and title of the Grantee, and except for such individual parts or parcels sold, and subject to such mortgage liens and trust deed interests, as provided in the foregoing provisions, its successors and assigns, in the Property, and the revesting of title thereto in the Grantor.



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E. The Grantor, for itself and its successors and assigns, covenants and agrees that after completion of the Improvements on the Property or on an individual part or parcel thereof, as provided for in the Contract for Sale of Land for Private Redevelopment, it will furnish an appropriate instrument so certifying as to the Property or the individual part or parcel respectively. That such certification by the Grantor shall be a conclusive determination of the satisfaction and termination of the restrictions, agreements and covenants with respect to the obligations of the Grantee and its successors and assigns, to construct the Improvements on the Property or individual part or parcel thereof, as the case may be, and shall be in such form as can be recorded in the Bristol County (S.D.) Registry of Deeds. The Grantor, for itself, and its successors and assigns, further covenants and agrees that such certification shall mean and provide that any party purchasing or leasing such individual parts or parcels of the Property, shall not because of such purchase or lease incur any obligations with respect to the construction of the Improvements relating to such part or parcel or to any other part or parcel of the Property, and shall mean and provide that the Grantor, its successors and assigns, shall not thereafter be entitled to exercise any rights, remedies or controls with respect to such individual part or parcel of the Property, which it would otherwise be entitled to exercise by reason of default or breach by the Grantee except as provided in the Contract for Sale of Land for Private Redevelopment.

F. This conveyance is subject to all the terms, conditions, covenants and stipulations set forth in the Contract for Sale of Land for Private Redevelopment dated 6/2/77 and recorded in said Registry, immediately prior to the recordation of this instrument, which terms, conditions, covenants and stipulations are hereby incorporated by reference thereto as fully as those set forth herein. It is expressly agreed however, that said Contract for Sale of Land for Private Redevelopment shall not merge into this conveyance by reason of its incorporation by reference.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed, acknowledged and delivered, in its name and behalf, on the 7th day of June 1977 by Herbert A. Ollivierre, its Chairman and its corporate seal to be hereunto affixed.

NEW BEDFORD REDEVELOPMENT AUTHORITY

By Herbert A. Ollivierre  
Chairman



THE COMMONWEALTH OF MASSACHUSETTS

Bristol, SS

New Bedford, Mass. 6/7/77

Then personally appeared the above Herbert A. Ollivierre, Chairman, and acknowledged the foregoing instrument to be the free act and deed of the New Bedford Redevelopment Authority.

Before me,

Henry Z. Allen  
Notary Public

My commission expires: 3/10/78

I, Henry Z. Horn, Executive Director and Secretary of the New Bedford Redevelopment Authority, hereby certify that at a duly called meeting of the said Authority, held on December 13, 1976, at which time a quorum was present and voting throughout, the following Vote was unanimously adopted:

## RESOLUTION

WHEREAS, the New Bedford Redevelopment Authority in furtherance of the Urban Renewal Plan of the South Terminal Urban Renewal Project, known as Mass. R-96, has authorized the signing of a contract for disposition of a parcel known as Parcel 1F with the buyer, Richard A. Shuster and Steven L. Shuster, a partnership, doing business as Southeast Development Company; and

WHEREAS, the New Bedford Redevelopment Authority has determined that said plans for building on Parcel 1F are in conformity with the provisions including zoning as outlined in the Urban Renewal Plan; and

WHEREAS, the New Bedford Redevelopment Authority agrees that Richard A. Shuster and Steven L. Shuster, a partnership, doing business as Southeast Development Company may borrow money for the construction of said building and said Authority hereby grants permission to borrow such money; and

WHEREAS, the New Bedford Redevelopment Authority deems it in the best interest of the furtherance of the Urban Renewal Plan that Richard A. Shuster and Steven L. Shuster, a partnership, doing business as Southeast Development Company construct said building on Parcel 1F, which parcel contains 128,058 square feet of land.

NOW, THEREFORE be it resolved that the Chairman and/or the Executive Director be and hereby are, authorized and empowered in the name of and on behalf of the New Bedford Redevelopment Authority to execute, seal with corporate seal or otherwise acknowledge and deliver a deed from this Authority to Richard A. Shuster and Steven L. Shuster, a partnership, doing business as Southeast Development Company conveying certain premises shown as Parcel 1F on plan of land entitled "The City of New Bedford, New Bedford Redevelopment Authority, Disposition Parcel Nos. 1, 3 and 5, South Terminal Urban Renewal Project, dated March 20, 1969," said parcel consisting of 128,058 square feet, at a purchase price of One Hundred Fifteen Thousand Two Hundred Fifty and no/100 (\$115,250.00) Dollars, said premises being situated in the County of Bristol,



Commonwealth of Massachusetts, which deed shall be in such form as the Chairman and the Authority shall approve, execution thereof to be conclusive evidence of such approval.

I further certify that

A. Herbert A. Ollivierre is the duly elected, qualified and serving Chairman of the said New Bedford Redevelopment Authority;

B. There is no provisions of the by-laws of the said Authority that are contrary to this Vote;

C. Said Vote has not been altered, amended or repealed.

WITNESS my hand and corporate seal of the said New Bedford Redevelopment Authority this 7<sup>th</sup> day of June 1977.

*Henry Z. Horn*  
Henry Z. Horn  
Executive Director - Secretary



Received & recorded June 8, 1977 at 11:49 min. P.M.

Attest: *John Stokes* Register

REF:  
1740-960

AGREEMENT, consisting of this Part I and Part II (Form HUD 6209b, 9-69), recorded with the Bristol County (S.D.) Registry of Deeds, **Book 1627, Page 469**, and incorporated herein by reference and made a part hereof (which Part I and Part II are together hereinafter called "Agreement"), made on or as of the 7th day of June 1977, by and between the New Bedford Redevelopment Authority, a public body corporate, (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Agency"), established pursuant to Massachusetts General Laws, Chapter 121B, of the Commonwealth of Massachusetts (hereinafter called "Urban Renewal Act") and having its office at 21 South Sixth Street, in the City of New Bedford, (hereinafter called "City"), Commonwealth of Massachusetts and Richard A. Shuster and Steven L. Shuster, a partnership, doing business as Southeast Development Company organized and existing under the laws of the Commonwealth of Massachusetts (hereinafter called "Redeveloper"), and having an office for the transaction of business at 1502 Purchase Street, New Bedford, Massachusetts.

## WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City, and in this connection is engaged in carrying out an Urban Renewal Project known as the "South Terminal Project R-96" (hereinafter called "Project") in an area (hereinafter called "Project Area") located in the City; and

WHEREAS, as of the date of this Agreement there has been prepared and approved by the Agency an urban renewal plan for the Project, "The South Terminal Urban Renewal Plan, dated May 19, 1965, and approved by the City Council of the City on May 28, 1965, filed in the office of the Clerk of the City of New Bedford", and as it may thereafter be amended from time to time pursuant to law, and as so constituted from time to time, is, unless otherwise indicated by the context, hereinafter called "Urban Renewal Plan", and

WHEREAS, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan and particularly to make the land in the Project Area available for redevelopment by private enterprise for redevelopment for and in accordance with the uses specified in the Urban Renewal Plan, both the Federal Government and the City have undertaken to provide and have provided substantial aid and assistance to the Agency through a Contract for Loan and Capital Grant dated January 25, 1966, in the case of the Federal Government and a Cooperation Agreement, dated July 20, 1965, in the case of the City; and

WHEREAS, the Agency has offered to sell and the Redeveloper is willing to purchase certain real property located in the Project Area and more particularly described in Schedule A annexed hereto and made a part hereof (which property as so described is hereinafter called "Property") and to redevelop the Property for and in accordance with the uses specified in the Urban Renewal Plan in accordance with the Agreement; and

WHEREAS, the Agency believes that the redevelopment of the Property pursuant to the Agreement, and the fulfillment generally of the Agreement, are in the vital and best interest of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable Federal, State and local laws and requirements under which the Project has been undertaken and is being assisted;

NOW THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1. SALE: PURCHASE PRICE

Subject to all the terms, covenants and conditions of the Agreement, the Agency will sell the Property to the Redeveloper for, and the Redeveloper will purchase the Property from the Agency and pay therefor, the amount of One Hundred Fifteen Thousand Two Hundred Fifty and no/100 (\$15,250.00) Dollars, hereinafter called "Purchase Price" to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the Property to the Redeveloper.



(a). Form of Deed. The Agency shall convey to the Redeveloper title to the Property by quitclaim deed, (hereinafter called "Deed"). Such conveyance and title shall, in addition to the condition subsequent provided for in Section 704 hereof, and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject to none.

(b). Time and Place for Delivery of Deed. The Agency shall deliver the Deed and possession of the Property to the Redeveloper on June 7, 1977, or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the Agency and the Redeveloper shall accept conveyance and pay to the Agency at such time and place the Purchase Price.

(c). Apportionment of Current Taxes. The portion of the current taxes, if any, on the Property which are a lien on the date of the delivery of the Deed to the Redeveloper allocable to buildings and other improvements which have been demolished or removed from the Property by the Agency shall be borne by the Agency, and the portion of such current taxes allocable to the land shall be apportioned between the Agency and the Redeveloper as of the date of the delivery of the Deed.

(d). Recordation of Deed. The Redeveloper shall promptly file the Deed for recordation among the land records of the place in which the Property is situated. The Redeveloper shall pay all costs (including the cost of the State documentary stamp tax on the Deed, for which stamps in the proper amount shall be affixed to the Deed by the Redeveloper) for so recording the Deed.

### SECTION 3. GOOD FAITH DEPOSIT.

(a). Amount. The Redeveloper has, prior to or simultaneously with the execution of the Agreement by the Agency, delivered to the Agency a good faith deposit of cash or certified check satisfactory to the Agency in the amount of Eleven Thousand Five Hundred and no/100 (\$11,500.00) dollars hereinafter called "Deposit", as security for the performance of the obligations of the Redeveloper to be performed prior to the return of the Deposit to the Redeveloper, or its retention by the Agency as liquidated damages, or its application on account of the Purchase Price, as the case may be, in accordance with the Agreement.

The Deposit, if cash or certified check, shall be deposited in an account of the Agency in a bank or trust company selected by it.

(b) Interest. The Agency shall be under no obligation to pay or earn interest on the Deposit, but if interest is payable thereon such interest when received by the Agency shall be promptly paid to the Redeveloper.

(c) Application to Purchase Price. In the event the Redeveloper is otherwise entitled to return of the Deposit pursuant to paragraph (e) of this Section, upon written request of the Redeveloper the amount of the Deposit if paid in cash or by certified check shall be applied on account of the Purchase Price at the time payment of the Purchase Price is made.

(d) Retention by Agency. Upon termination of the Agreement as provided in Sections 703 and 704 hereof, the Deposit or the proceeds of the Deposit, if not theretofore returned to the Redeveloper pursuant to paragraph (e) of this Section, including all interest payable on such Deposit or the proceeds thereof after such termination, shall be retained by the Agency as provided in Sections 703 and 704 hereof.

(e) Return to Redeveloper. Upon termination of the Agreement as provided in Section 702 hereof, the Deposit shall be returned to the Redeveloper by the Agency as provided in Section 702 hereof. If the Agreement shall not have been theretofore terminated and if no cause for termination then exists, the Agency shall return the Deposit to the Redeveloper upon receipt by the Agency of the following:

- (i) A copy of the commitment or commitments obtained by the Redeveloper for the mortgage loan or loans to assist in financing the construction of the Improvements (as defined in Section 301 hereof), certified by the Redeveloper to be a true and correct copy or copies thereof;
- (ii) Evidence satisfactory to the Agency that the interim mortgage loan to assist in financing the construction of the Improvements has been initially closed;
- (iii) A copy of the contract between the Redeveloper and the general contractor for the construction of the Improvements certified by the Redeveloper to be a true and correct copy thereof; and

- (iv) A copy of the contract bond provided by the general contractor in connection with the aforesaid construction contract which bond shall be in a penal sum equal to not less than ten percent (10%) of the contract price under said construction contract, certified by the Redeveloper to be a true and correct copy thereof.

**SECTION 4. TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.**

The construction of the Improvements referred to in Section 301 hereof shall be commenced in any event within six months after the date of the Deed, and, except as otherwise provided in the Agreement, shall be completed within twelve months after such date.

**SECTION 5. TIME FOR CERTAIN OTHER ACTIONS.**

(a) Time for Submission of Construction Plans. The time within which the Redeveloper shall submit its "Construction Plans" (as defined in Section 301 hereof) to the Agency in any event, pursuant to Section 301 hereof, shall be not later than six months from the date of the Agreement.

(b) Time for Submission of Corrected Construction Plans. Except as provided in Paragraph (c) of this Section 5, the time within which the Redeveloper shall submit any new or corrected Construction Plans as provided for in Section 301 hereof shall be not later than 30 days after the date the Redeveloper receives written notice from the Agency of the Agency's rejection of the Construction Plans referred to in the latest such notice.

(c) Maximum Time for Approved Construction Plans. In any event, the time within which the Redeveloper shall submit Construction Plans which conform to the requirements of Section 301 hereof and are approved by the Agency shall be not later than 30 days after the date the Redeveloper receives written notice from the Agency of the Agency's first rejection of the original Construction Plans submitted to it by the Redeveloper.

(d) Time for Agency Action on Change in Construction Plans. The time within which the Agency may reject any change in the Construction Plans, as provided in Section 302 hereof, shall be 30 days after the date of the Agency's receipt of notice of such change.



(e) Time for Submission of Evidence of Equity Capital and Mortgage Financing. The time within which the Redeveloper shall submit to the Agency, in any event, evidence as to equity capital and any commitment necessary for mortgage financing, as provided in Section 303 hereof, shall not be later than 60 days after the date of written notice to the Redeveloper of approval of the Construction Plans by the Agency, or if the Construction Plans shall be deemed to have been approved as provided in Section 301 hereof, after the expiration of 30 days following the date of receipt by the Agency of the Construction Plans so deemed approved.

SECTION 6. PERIOD OF DURATION OF COVENANT ON USE.

The covenant pertaining to the uses of the Property, set forth in Section 401 hereof, shall remain in effect from the date of the Deed until May 28, 2015, the period specified or referred to in the Urban Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Urban Renewal Plan, on which date, as the case may be, such covenant shall terminate.

SECTION 7. NOTICES AND DEMANDS.

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

- (i) in the case of the Redeveloper, is addressed to or delivered personally to the Redeveloper at  
150 2 Purchase Street, New Bedford, Massachusetts
- (ii) in the case of the Agency is addressed to or delivered personally to the Agency at 21 South Sixth Street, New Bedford, Massachusetts, or at such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

SECTION 8. SPECIAL PROVISIONS. NONE

SECTION 9. MODIFICATIONS OF PART II.

The following amendments and modifications are hereby made in the terms, covenants and conditions forming Part II hereof;

Insert after subsection 401 (b) the following subsection:

"(c) All advertising (including signs) for sale and/or rental of the whole or any part of the Property shall include the legend, "an Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development " may be substituted for the word "Building" where circumstances require such substitution.

(d) Comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

SECTION 10. COUNTERPARTS.

The Agreement is executed in three (3) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in its name and behalf by its Chairman and its seal to be hereunto duly affixed and attested by its Chairman, and the Redeveloper has caused the Agreement to be duly executed in its name and behalf by its President and its corporate seal to be hereunto duly affixed and attested by its Clerk, on or as of the day first above written.

NEW BEDFORD REDEVELOPMENT AUTHORITY

By Herbert A. Ollivierre  
Chairman

SOUTHEAST DEVELOPMENT COMPANY

By Richard A. Shuster  
Richard A. Shuster  
By Steven L. Shuster  
Steven L. Shuster



Approved as to legality and form:

Lawrence A. Shuster  
Legal Counsel

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, SS

New Bedford, Mass.

June 7, 1977

The personally appeared the above named Herbert A. Ollivierre,  
Chairman, and acknowledged the foregoing instrument to be the free  
act and deed of the New Bedford Redevelopment Authority.

Before me,

Henry Z. Horn  
Notary Public

My commission expires:

3/10/78



SCHEDULE "A"

Being a portion of Parcel No. 1 of plan of land entitled "The City of New Bedford, New Bedford Redevelopment Authority, Disposition Parcel Nos. 1, 3 and 5, South Terminal Urban Renewal Project" dated March 20, 1969, recorded with the Bristol County (S.D.) Registry of Deeds, Book 83, Page 103.

Beginning at a point in the south line of Wright Street said point being the northwest corner of the land hereby conveyed;

Thence north  $77^{\circ}17'58''$  east in the southerly line of said Wright Street 139.80 feet to a point;

Thence south  $12^{\circ}42'02''$  east 10.00 feet to a point;

Thence north  $77^{\circ}17'58''$  east by Lot "D" on said plan 460.20 feet to the west line of a Bulkhead;

Thence south  $14^{\circ}26'09''$  east 201.39 feet to a point;

Thence south  $75^{\circ}39'23''$  west 606.34 feet to a point;

Thence north  $12^{\circ}42'02''$  west 228.70 feet to the point of beginning, containing 128,058 square feet.

Together with an easement to enter upon that portion of said Bulkhead hereinafter described for the purpose of docking of vessels, doing business with the Grantee, its successors and assigns, and for the loading and unloading of such vessels. The bounds of that portion of the Bulkhead are bounded and described as follows:

Beginning at a point in the northeast corner of the property hereby conveyed;

Thence south  $14^{\circ}26'09''$  east 201.39 feet by said land conveyed;

Thence north  $75^{\circ}39'23''$  east for a distance of 5.00 feet to the Combined Pierhead and Bulkhead Line;

Thence north  $14^{\circ}26'09''$  west in said Combined Pierhead and Bulkhead Line 201.39 feet;

Thence south  $77^{\circ}17'58''$  west for a distance of 5.00 feet to the point of beginning.

Received & recorded June 8, 1977 at 2 P.M. P.A.

Attest: John E. Jones Register

Doc: 00013599  
BK 11720 PG 210

Bristol South  
Registry District

RECORDED ON

On: Jun 15, 2016 at 01:21P

### QUITCLAIM DEED

Southeast Development Co., LLP, a Massachusetts limited liability partnership having a mailing address of 59 Elm Street, South Dartmouth, Massachusetts 02748 ("Grantor"), for consideration paid and in full consideration of ONE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$1,450,000), grants to MacArthur Drive LLC, a Massachusetts Limited Liability Company, having a mailing address of 86 MacArthur Drive, New Bedford, Massachusetts 02740, with *quitclaim covenants*, the land in New Bedford, Bristol County, Massachusetts, together with any buildings thereon, bounded and described as follows:

Two certain adjacent parcels of land with buildings thereon located in the City of New Bedford, County of Bristol, Commonwealth of Massachusetts, being shown as "Parcel A" containing 16,815 square feet more or less, and "Assessor's Map 31, Lot 263" "Remaining Land" containing 2.00 acres, more or less on a plan entitled Approval Not Required Plan, Wright Street, New Bedford, Massachusetts, Prepared for Apex Companies, LLC dated February 5, 2013, Scale 1" = 40' by Thompson Farland, Inc." recorded with the Bristol County Registry of Deeds in Plan Book 170 at Page 35. ✓

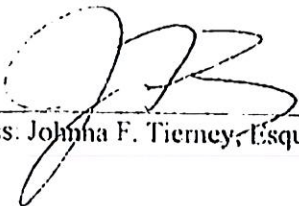
Subject to and together with docking easements, rights, restrictions and covenants and all other matters as described in a deed from The New Bedford Redevelopment Authority to Richard A. Shuster and Steven L. Shuster, a partnership, doing business as Southeast Development Company dated June 7, 1997, and recorded in the Bristol County S.D. Registry of Deeds in Book 1740, Page 960. ✓

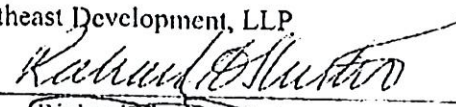

BEING a portion of the premises conveyed to Grantor by Deed dated March 19, 2013 and recorded in the Bristol County S.D. Registry of Deeds in Book 10719, Page 235. See also Deed dated March 20, 2013 and recorded in the Bristol County S.D. Registry of Deeds in Book 11653, Page 293. ✓

PLANNING  
JUN 20 2016  
DEPARTMENT

26-17

Executed as a sealed instrument this 5<sup>th</sup> day of June, 2016.

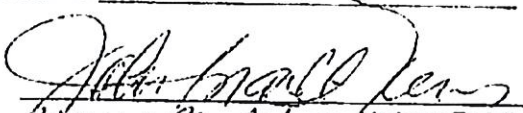
  
Witness: Johnna F. Tierney, Esquire

Southeast Development, LLP  
By:   
Richard Shuster, Partner  
By:   
Steven Shuster, Partner

COMMONWEALTH OF MASSACHUSETTS  
County of Bristol, ss.

On this 3<sup>rd</sup> day of June, 2016, before me, the undersigned notary public, personally appeared Richard Shuster, proved to me by satisfactory evidence of identification to be the person who signed the foregoing instrument, who, being by me duly sworn, did say that he is a partner in Southeast Development, LLP and that said instrument was signed and sealed in behalf of said limited liability partnership by authority of its partners, and said Richard Shuster acknowledged said instrument to be the free act and deed of said limited liability partnership. The satisfactory evidence of identification was:

- ☒ A current document issued by a federal or state government agency bearing the photographic image of the said signatory's face and signature; or
- ☐ On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the said signatory; or
- ☐ Identification of the said signatory based on the notary public's personal knowledge of the identity of the said signatory; or
- ☐ The following evidence of identification: \_\_\_\_\_

  
Johnna F. Tierney, Notary Public  
My Commission Expires: MARCH 6 2020





LOCUS MAP SCALE: 1"=2,000'±

**ZONING DATA**

DISTRICT: WATERFRONT INDUSTRIAL (WI)

**MINIMUM REQUIREMENTS:**

LOT AREA 0 S.F.  
FRONT YARD 10 FT  
SIDE YARD 10 FT  
REAR YARD (FOR 1 STORY) 10 FT  
REAR YARD (FOR 3 OR MORE STORIES) 20 FT

**NEW BEDFORD PLANNING BOARD**

APPROVAL NOT REQUIRED UNDER SUBDIVISION CONTROL LAW

DATE:

PLANNING BOARD ENDORSEMENT OF THIS PLAN INDICATES ONLY THAT THE PLAN IS NOT A SUBDIVISION UNDER M.G.L. Ch. 41, Sec. 81L, AND DOES NOT INDICATE THAT THE LOT IS BUILDABLE, OR THAT IT MEETS ZONING, HEALTH, CONSERVATION OR GENERAL BY-LAW REQUIREMENTS.

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS

*Brian J. Murphy* 3/18/13  
BRIAN J. MURPHY, P.L.S. DATE

**RECORD OWNER:**

REMAINING LAND OF LOT 288 AND PARCEL "A"  
ASSESSORS MAP 31 LOT 288  
RIST LLC  
4 WRIGHT STREET  
NEW BEDFORD, MA  
DEED BOOK 7970 PAGE 319

**RECORD OWNER:**

REMAINING LAND OF LOT 263 AND PARCEL "B"  
ASSESSORS MAP 31 LOT 263  
RICHARD A SHUSTER  
4 WRIGHT STREET  
NEW BEDFORD, MA  
DEED BOOK 4485 PAGE 219

**PLAN REFERENCES:**

PLAN BOOK 83 PAGE 103  
PLAN BOOK 107 PAGE 49

**NOTES:**

1. PARCEL "A" IS TO BE COMBINED WITH REMAINING LAND OF LOT 263 FOR A TOTAL AREA OF 2.39± ACRES.
2. PARCEL "B" IS TO BE COMBINED WITH REMAINING LAND OF LOT 288 FOR A TOTAL AREA OF 8.30± ACRES.
3. PARCEL "A" AND "B" ARE NOT TO BE CONSIDERED SEPARATE BUILDABLE LOTS.

FOR REGISTRY USE ONLY

MAP 31  
LOT 234  
N/F  
NEW BEDFORD RADIO,  
INC.  
C/O HALL  
COMMUNICATIONS

MAP 25A  
LOT 1  
N/F  
FARGO REALTY TRUST

MAP 25A  
LOT 53  
N/F  
COMMONWEALTH OF  
MASSACHUSETTS

ASSESSORS  
MAP 31  
LOT 288  
REMAINING LAND  
7.36± ACRES  
(VACANT)

MAP 31  
LOT 249  
N/F  
BAYSIDE NOMINEE TRUST,  
JOHN VIERA TRUSTEE  
C/O  
BAYSIDE SEAFOOD

ASSESSORS  
MAP 31  
LOT 263  
REMAINING LAND  
2.00± ACRES

MAP 31  
LOT 254  
N/F  
RCP REALTY

MAP 31  
N/F  
HDC BULKHEAD

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ACUSHNET RIVER

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BK 11653 PG 293  
04/11/16 10:19 DOC. 7612  
Bristol Co. S.D.

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**Quitclaim Deed**

**Massachusetts Clean Energy Technology Center**, a body politic and corporate and a public instrumentality of the Commonwealth of Massachusetts, having a mailing address at 63 Franklin Street, 3rd Floor, Boston, Massachusetts 02110, for consideration of Ten and 00/100 Dollars (\$10.00), grant to **Southeast Development Co., LLP**, a Massachusetts limited liability partnership with a mailing address c/o Shuster Corporation, 4 Wright Street, New Bedford, MA 02740, with QUITCLAIM covenants

A certain parcel of land in New Bedford, Massachusetts being shown as "Parcel A" on a plan entitled "Approval Not Required Plan, Wright Street, Assessors Map 31, Lot 263, New Bedford, Massachusetts" dated February 5, 2013, prepared by Thompson Farland, Inc., recorded with the Bristol South Registry of Deeds in Plan Book 170, Page 35 (the "Plan"). Said Parcel A contains 16,815 square feet, more or less, according to the Plan.

Together with an easement twenty (20) feet in width over that portion of Grantor's remaining land shown as "Assessors Map 31, Lot 288" on the Plan ("Grantor's Remaining Premises") located to the west of Parcel A for access to the premises conveyed hereby in connection with construction, use and maintenance of a structure on such premises. Grantee shall give Grantor at least forty-eight (48) hours' prior notice as set forth below of use of the within



easement except in cases of emergency (defined below), and Grantee shall reasonably cooperate with Grantor to minimize interference with Grantor's operations on Grantor's Remaining Premises in connection with Grantee's use of such easement. As used herein, "emergency" shall mean an event which in Grantee's reasonable judgment is more likely than not to cause imminent harm to property or person. Notice as hereinabove provided shall be given by email to Bill White, Massachusetts Clean Energy Center, 63 Franklin Street, Boston, MA 02110 ([bwhite@masscec.com](mailto:bwhite@masscec.com)) or to such other party as Grantor shall direct by written notice sent by overnight courier or certified mail to Grantee at the address set forth in the introductory paragraph of this deed.

For Grantor's title see deed from RIST, LLC dated March 19, 2013, recorded with Bristol South Registry of Deeds in Book 10719, Page 239.



EXECUTED as a sealed instrument as of the 20 day of March 2013.

MASSACHUSETTS CLEAN ENERGY  
TECHNOLOGY CENTER

By: [Signature]  
Name: Alicia Barton  
Title: CEO

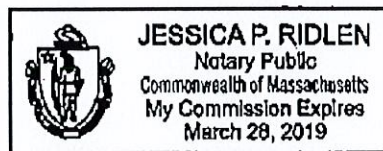
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

3/20, 2013

Then personally appeared the above-named Alicia Barton the CEO of Massachusetts Clean Energy Technology Center, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as said trustee.

Jessica P. Ridlen  
Notary Public  
Print Name: Jessica P. Ridlen  
My Commission Expires: 3/28/2019



AFTER RECORDING RETURN TO:

BK 10719 PG 235  
03/22/13 11:06 DOC. 6840  
Bristol Co. S.D.

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### Quitclaim Deed

**Steven L. Shuster and Richard A. Shuster**, as partners doing business as Southeast Development Company, with a mailing address of c/o Shuster Corporation, 4 Wright Street, New Bedford, MA 02740, for consideration of Ten and 00/100 (\$10.00) Dollars **grant to Southeast Development Co., LLP**, a Massachusetts limited liability partnership having a mailing address c/o Shuster Corporation, 4 Wright Street, New Bedford, MA 02740, with QUITCLAIM covenants

The following described premises, with any buildings thereon, situated in New Bedford, Bristol County, Commonwealth of Massachusetts, to wit:

Being a portion of Parcel No. 1 on plan of land entitled "The City of New Bedford, New Bedford Redevelopment Authority, Disposition Parcel Nos. 1, 3 and 5, South Terminal Urban Renewal Project" dated March 20, 1969, recorded with the Bristol County (Southern District) Registry of Deeds, Plan Book 83, Page 103.

Beginning at the point in the south line of Wright Street, said point being the northwest corner of land hereby conveyed;

Thence north 77°17'58" east in the southerly line of said Wright Street 139.80 feet to a point;

Thence south 12°42'02" east 10.00 feet to a point;

Thence north 77°17'58" east by Lot "D" on said plan 460.20 feet to the west line of a Bulkhead;

Thence south 14°26'09" east 201.39 feet to a point;

Thence south 75°39'23" west 606.34 feet to a point;

Thence north 12°42'02" west 228.70 feet to the point of beginning, containing 128,058 square feet.

Property Address: Wright Street, New Bedford, MA

Together with an easement to enter upon that portion of said Bulkhead hereafter described for the purpose of docking vessels, doing business with grantee in a deed recorded with said Deeds in Book 1740, Page 960, its successors and assigns, and for the loading and unloading of such vessels. The bounds of that portion of the Bulkhead are bounded and described as follows:

Beginning at a point in the northeast corner of the property hereby conveyed;

Thence south  $14^{\circ}26'09''$  east 201.39 feet by said land conveyed;

Thence north  $75^{\circ}39'23''$  east for a distance of 5.00 feet to the Combined Pierhead and Bulkhead Line;

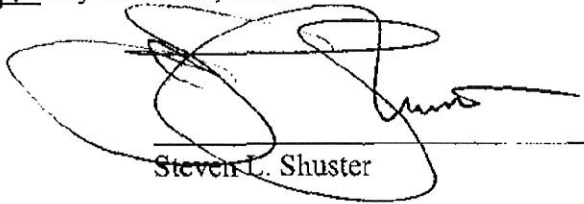
Thence north  $14^{\circ}26'09''$  west in said combined Pierhead and Bulkhead Line 201.39 feet;

Thence south  $77^{\circ}17'58''$  west for a distance of 5.00 feet to the point of beginning.

The premises are conveyed subject to and with benefit of all easements, restrictions and covenants set forth in a deed from the New Bedford Redevelopment Authority recorded with said Deeds in Book 1740, Page 960, insofar as the same are now in force and applicable. Intending to convey and hereby conveying the same premises conveyed by deed dated January 10, 2013, and recorded with said Deeds in Book 10664, Page 199. See also Affidavit Under M.G.L. c. 183, §5B dated January 10, 2013, and recorded with said Deeds in Book 10664, Page 197.



Witness our hands and seal this 19<sup>th</sup> day of March, 2013.

  
Steven L. Shuster

Richard A. Shuster

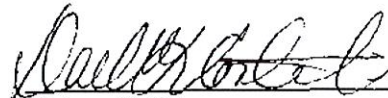
*Commonwealth of Massachusetts*  
~~STATE OF FLORIDA~~

COUNTY: Bristol

March 19, 2013

Then personally appeared the above-named Steven L. Shuster, proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as said trustee.



  
Notary Public  
Print Name: Danielle L. Constantine  
My Commission Expires: 6/4/2015

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

March \_\_, 2013

Then personally appeared the above-named Richard A. Shuster, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as said trustee.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

Witness our hands and seal this 19<sup>th</sup> day of March, 2013.

\_\_\_\_\_  
Steven L. Shuster

Richard A. Shuster  
Richard A. Shuster

COUNTY: Palm Beach STATE OF FLORIDA

March 19, 2013

Then personally appeared the above-named Steven L. Shuster, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as said trustee.



KRISTINE PAGANINI  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE203617  
Expires 5/30/2016

Kristine Paganini  
Notary Public

Print Name: Kristine Paganini  
My Commission Expires: 5-30-16

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

March \_\_, 2013

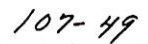
Then personally appeared the above-named Richard A. Shuster, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as said trustee.

\_\_\_\_\_  
Notary Public

Print Name:

My Commission Expires:







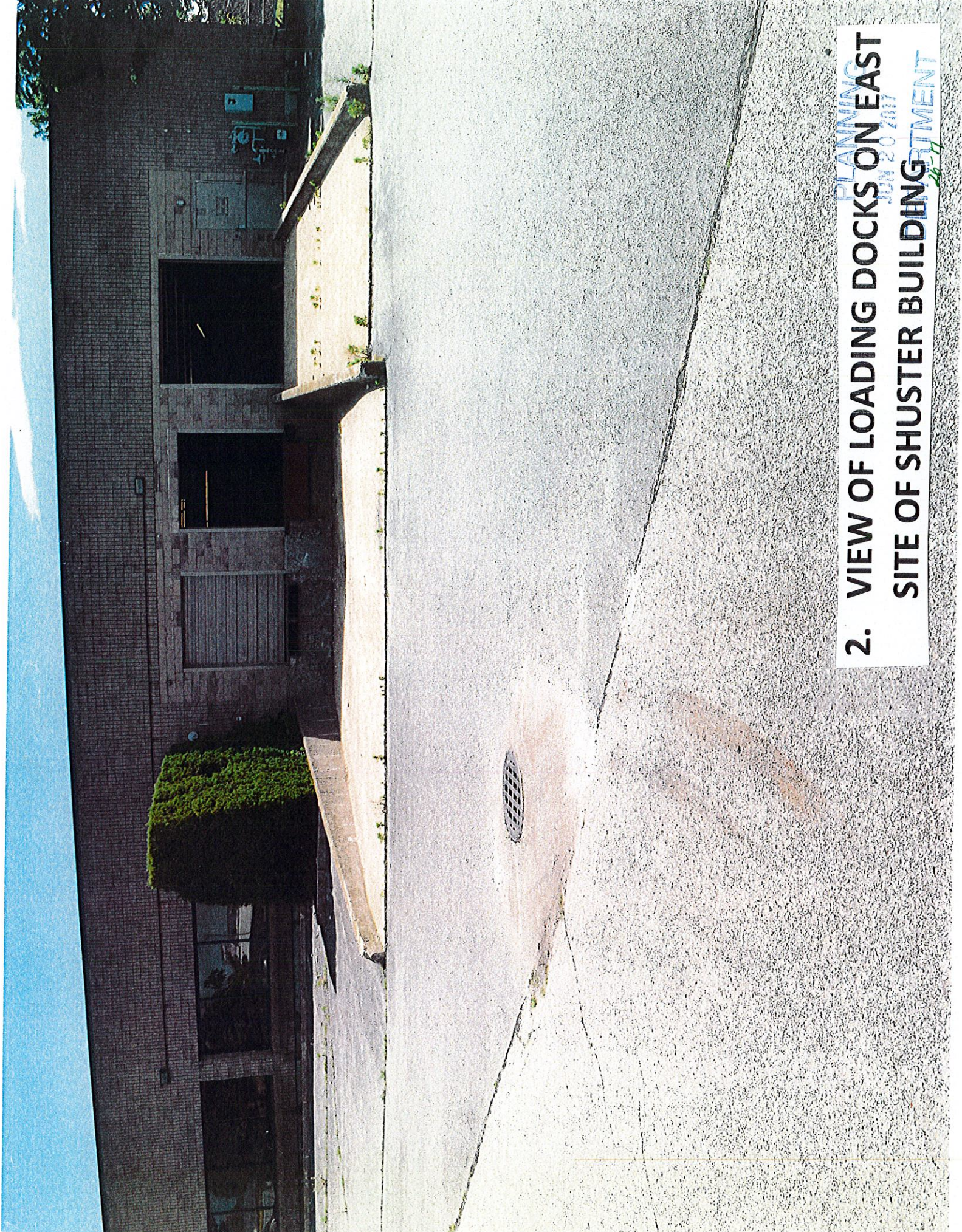


**1. VIEW OF NORTH FACADE OF SHUSTER  
BUILDING LOOKING SOUTH**  
JUN 20 2017  
DEPARTMENT

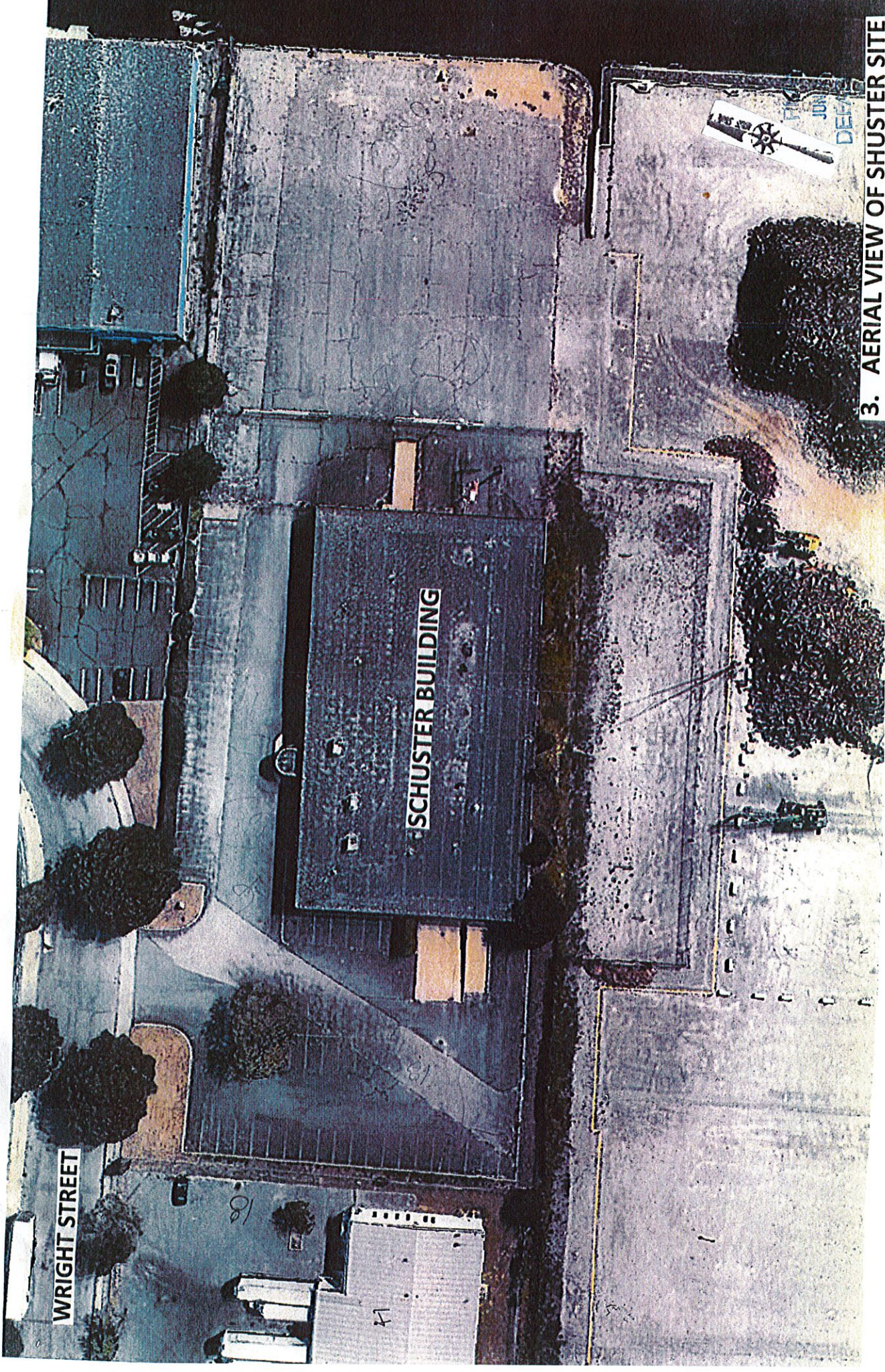


**2. VIEW OF LOADING DOCKS ON EAST  
SITE OF SHUSTER BUILDING**

PLANNING  
JUN 20 2017  
DEPARTMENT







3. AERIAL VIEW OF SHUSTER SITE





NORTH FACING





**EAST FACING**





SOUTH FACING





WEST FACING



## Email communications received in support of Case #26-17 New Life Church

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**From:** Ed Harrison [<mailto:eharrisonav@gmail.com>]

**Sent:** Wednesday, July 05, 2017 1:13 PM

Hello,

I'm writing to share with you about my experience with New Life Church in New Bedford. My wife and I have been part of this community from the very beginning in 2014 (2013 if you count the planning process). In this time we've come to meet some of the best and closest friends we could ask for all while growing closer to God. This church has impacted our family in ways that will last for generations to come. We have a 2 year old who asks basically every day if we can go to church, to me there is nothing better than knowing our children have a love for God and the church.

We've seen some incredible things over the last few years and we're so grateful for this church and the community of people it has created. We strive to continue to impact New Bedford in a positive way as we love God and love people just the same. I urge the planning board to work in a way that helps to expedite the building of our permanent home in the city, where we can serve the residents of New Bedford and start working towards a new normal for our great city.

Thank you,

Ed Harrison

508.525.0524

[EHarrisonAV@gmail.com](mailto:EHarrisonAV@gmail.com)

---

**From:** Jordan Sandel [<mailto:jordan.sandel88@icloud.com>]

**Sent:** Wednesday, July 05, 2017 1:21 PM

Hello,

My name is Jordan Sandel. My wife and I (as well as our 2 children) go to New Life NB. We are faithful members of our church and are very excited about the new building! My wife and I work in the youth ministry grades 5th-8th. We are very passionate about our youth in the city of New Bedford and want to make an impact in the city. Especially that area. So many youth go down the wrong path in life. Our church being placed there in the new building is a great area to really get involved in the community! That's all really. Want to keep it short. Thank you and god bless!

The Sandel Family

---

**From:** [adrianahawk728@gmail.com](mailto:adrianahawk728@gmail.com)

**Sent:** Wednesday, July 05, 2017 1:27 PM

My husband and I moved to New Bedford with our children last year, leaving the rest of our family out of state, in hopes to be an active asset to this community. We fell in love with the history, culture and potential of New Bedford. And believe the best is ahead for this city.

The church New Life, that will come before the board for the property on 4 Wright Street, has been a key factor in our desire to plant roots here. It's an organization that believes, contributes and produces on behalf of the community without selfish or tainted motive. Their vision to be active and involved is exactly what this city needs to help make New Bedford what it's meant to be: a prospering and developed city.

---

**From: alison costa** [mailto:[alithagr8@icloud.com](mailto:alithagr8@icloud.com)]

Sent: Wednesday, July 05, 2017 4:16 PM

Hi Constance,

I am a New Bedford resident and wanted to just express my feelings about New Life New Bedford! I have been attending for 2 years and have seen such an amazing sense of community spread through this city! The pastor Marco and his wife have such a genuine heart for this city. We were at one time contemplating moving away but now my family and I feel a purpose for staying here. I am involved in the children's church and have experienced the impact we have first hand! To be able to hug on these kids and tell them they are worth something, To see them in Market Basket and have them run up and hug me, is the most fulfilling feeling. I truly believe this church is exactly what this city needs.

Thank you,

Alison Costa

---

**From: Erica Monteiro** [mailto:[erica8315@hotmail.com](mailto:erica8315@hotmail.com)]

Sent: Wednesday, July 05, 2017 5:25 PM

Hi Ms. Brawders,

I just wanted to take a quick moment to say hello and to talk about New Life Church. Me and my husband are so beyond excited that we FINALLY have a building to call our own! As a church that has had to meet in various New Bedford schools the past 3 years it really is a dream come true to have a permanent, fixed location. In spite of our nomadic tendencies thus far, we've taken the opportunity to put on some rather major community events. During these events everything is free to the community! I can only imagine how much more of an impact we'll be able to have in New Bedford now that we no longer have to store everything in trailers and take so much time setting up and breaking down. We love our city and we truly believe that the best is yet to come for New Bedford! We look very forward to the difference we can make once our building is squared away.

Thank you,  
Erica Monteiro

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**From: Veronica Gomes** [mailto:[vgomes98@yahoo.com](mailto:vgomes98@yahoo.com)]

Sent: Wednesday, July 05, 2017 7:43 PM

Good Evening Constance,

I wanted to share my story with you regarding how NewLife New Bedford has changed my life, my children's lives and my marriage.

I know you must have received some emails prior to this one but I feel so strongly about the need for NewLife to have a permanent home in New Bedford.

Back in September of 2016 I was ill and had surgery and was called to NewLife. I didn't realize how lost I was and the direction my family was going in until I found a church that loved me, guided me and most importantly turned me to God. My



---

**From: Stephanie Raposo** [mailto:[sraposo84@yahoo.com](mailto:sraposo84@yahoo.com)]

**Sent:** Thursday, July 06, 2017 10:15 AM

To Whom It May Concern:

I am writing on behalf of New Life Church – New Bedford and how it has changed my life and our community. As we come before you to advocate for our future church building, I hope you can understand the influence we have had and will continue to have and how many lives have been touched and impacted by us.

I have been a member of New Life since last summer and can truly say it has changed so many things for me. It is a place we can come to feel safe, loved, and a part of something. Growing up and attending church, I can truly say there wasn't much that stood out at me, no real connection. Since being a part of New Life, I have found friendships that are long lasting, a place where everyone is accepted and a place you look forward to coming to every single week.

Throughout all the different outreaches that we do in the community, we have reached out and touched so many different people. Lives have been transformed and family's saved because of our dedication to helping anyone and everyone. With all the crime that happens in our city, it's nice to know there is still a lot of good left to be done and a lot of lives that we can save everyday.

Thank you,  
Stephanie Raposo  
17 Mate Dr  
New Bedford, Ma 02745  
(508) 989-8122

---

**From: Wanakee Cardoso** [mailto:[wanakeecardoso@gmail.com](mailto:wanakeecardoso@gmail.com)]

**Sent:** Thursday, July 06, 2017 10:29 AM

Good Morning Mrs. Brawdgers,

I am writing this on behalf of my husband Josh and myself. Mrs Brawdgers I am a first generation Portuguese American, and have been born and raised in New Bedford. I am now 35 and have seen such a difference in our community unfortunately for the negative, to the point that I've wanted nothing more but to leave. My husband is a licensed electrician, and myself teach at a private preschool. We have an amazing ten year old son who attends NCA, so we feel that we've studied and worked to hard to live here. However that all changed when we found our church! For myself I could not believe how many kind, and loving people still live in New Bedford. So as of last month we purchased a home right here versus the Cape which we had planned, so that we are closer to church. I truly feel that New Life church will be a blessing to our community, but more importantly the children of our community and for the generations to come. So I please ask that the board take all of our letters into consideration, because our church is amazing and I know that it will only continue to help and strengthen our beautiful New Bedford. Thank you for your time.

Sincerely,  
Wanakee & Josh Cardoso

The thing I look forward to the most with New Life is my son will have a future here and with everything negative going on in the city, how could I not be excited about that.

My life is forever changed by New Life and I've seen the same for others here.

Thank you

Matthew Reardon

---

**From:** eric houtman [mailto:erich1026@gmail.com]

**Sent:** Thursday, July 06, 2017 3:14 PM

Hello My name is Eric Houtman. I'm just writing on why I believe New Life New Bedford is a essential to the city. The church itself has impacted me in such a positive and profound way. It took me from a low point and lifted me out of it. I am a believer but the church is a big family that cares for people and God. Our saying is "Love God, Love people". I believe this church can affect others in this city and together we can change and restore this city. The church can teach these kids about something I didn't have. Which was family and Love. Thank you for you're time.

-

---

**From:** Jayden De Grace [jaydendg007@gmail.com]

**Sent:** Thu 7/6/2017 11:31 PM

Hi,

My name is Jayden DeGrace and I am a current resident of New Bedford. Actually, I was born and raised here and been here since. I am currently 15, turning 16. Don't let the age fool you. No matter how young I am, New Life has done so much for my family, friends, and myself. I call it my second home. I was basically raised by that church because it has taught me a whole lot of life lessons with Jesus and the mix. With all that goes on in New Bedford, especially an incident where a kid my age was stabbed, I tend to be afraid of this city. However, this church brought me hope. It keeps me from all the bad things that goes on in the world. Thanks for all your help with the construction of our building!

Sincerely,

Jayden

---

**From:** Peter [aslanpw@comcast.net]

**Sent:** Thu 7/6/2017 8:57 PM

Our Pastor, Marco Debarros, had asked us to write sharing the positive impact that New Life has had on the city as a whole. From 2010 until 2016 I worked as the Health Promotion Advocate at St Luke's ER and have seen first hand the results of drugs and alcohol on our city as we were often the front line in the battle. At times it was sad to see lives destroyed by addiction. I hope I never have to explain to a child again why mom or dad is not coming home. Supporting family through trauma is never easy.

One of the tenents of New Life church is their concern for the city. When my family started to attend three years ago there were about 50 people. Now we have grown to over 800 with two services. The key has been the focus on restoring and supporting families. Some of the people I would see as patients I now see in church, with their families restored. This church is about loving the community and building families.

Since the start they have had out reaches to Market Ministries (both Grace House and Sister Rose.), Whalers Cove assisted living, Douglas Academy youth home to name a few. We also sponsor out reaches to Hazelwood, Button wood, Brooklawn and Walsh field with free food, games, entertainment as well as food, clothing and



Hi Constance,

I hope that you & your team approve the construction of New Life Church building in New Bedford without reservation. I've been going to church every Sunday my entire life and this church has won my heart. It's the epitome of what church should be. This project isn't a want, it's a need. If there are any objections, we hope those take the time to visit and see.

Let it be.

Thank you & kindest regards,

Rob Nunes

---

From: Cynthia Delmas [cynthiadelmas1@gmail.com]

Sent: Fri 7/7/2017 10:40 AM

Hello!

My name is Cynthia and I've been a resident of our great city for over 16 years, and I've been apart of the New Life New Bedford family since it was planted just over 3 years ago. It's not just another building we're looking to own. It's evident that since New Life has been around more lives, actual lives, have changed for the better. People are now free from addictions, families are restored and for me personally- I'm more confident than I ever was in who my identity is in Christ. Every week I'm encouraged and feel stronger and more prepared to go out into the world. This isn't just a building we're looking to own. It's a place where people can come in whether for prayer, for help through whatever situation they're facing--it's a place that's safe. It's not "us" the physical people that make the difference, that cause these lives to change--it's ALL God. And it's evident that God has planted this church here in our great city of New Bedford to help reach the lost, and to teach people like you and me how to live out life the way that God intended us too. It's an amazing thing! So, this is real. God is real, and what He is doing in this city is amazing already. New Life isn't the only church in New Bedford, I believe that God is using multiple congregations to make an eternal impact which is amazing but New Life is apart of that. The goal is to love God and to love people. Having a building makes that reality increase in impact. So please, help us help the people that we love in this city. An amazing thing is about to take place.

Sincerely,

a 24 year old, NBHS graduate, UMD graduate and member of New Life New Bedford,  
Cynthia Delmas

---

From: Monica Landis [mlandis@fairhavenps.net]

Sent: Fri 7/7/2017 11:28 AM

Good afternoon,

Attending New Life New Bedford has changed the way I see New Bedford. Since attending, both my husband and I are now active members within the community. From numerous visits to sister Rose & Grace House, quarterly visits to Whalers Cove, Douglass Academy, serving weekly, and participating in clothing and food drives for the less fortunate within the city. For example, my husband and 3 other men explored the homeless areas of the city, providing bags with clothing and toiletries that were donated by members of the church. Over 150 bags were made and distributed. As an active member of the outreach team, we have plans to pioneer a food pantry as well. We've shed light onto human trafficking and will continue to raise awareness throughout the city as well. We need New Life New Bedford in this city, to show that there is a place for you and to love this city! This city has so much to offer!

Thank you,



Thanks for your time.

Sincerely

Mary E Dunn  
Supervisory Medical Administrative Specialist  
VA Boston Healthcare Systems  
Patient Services 136B  
940 Belmont St  
Brockton Ma 02301  
Work: 774-825-2500  
Fax: 774-826-2802  
Cell: 781-223-6247  
Email: Mary.Dunn3@VA.GOV  
**Together Everyone Achieves More**

---

From: Rachel Acevedo [racevedo6@yahoo.com]

Sent: Fri 7/7/2017 1:45 PM

Hello Constance,

Thank you for taking the time to read my story. My name is Rachel Acevedo and my church, New Life New Bedford, has changed my life in so many ways but I'm going to do my best to make this brief. I was born and raised in New Bedford and for a long time, I couldn't wait to leave. I became a party girl, hanging in the projects, going to parties at a very young age, and getting caught up in the street life. I lost my way, and I've lost a lot of friends to the senseless violence. I thought all New Bedford was good for was fights and drinking.

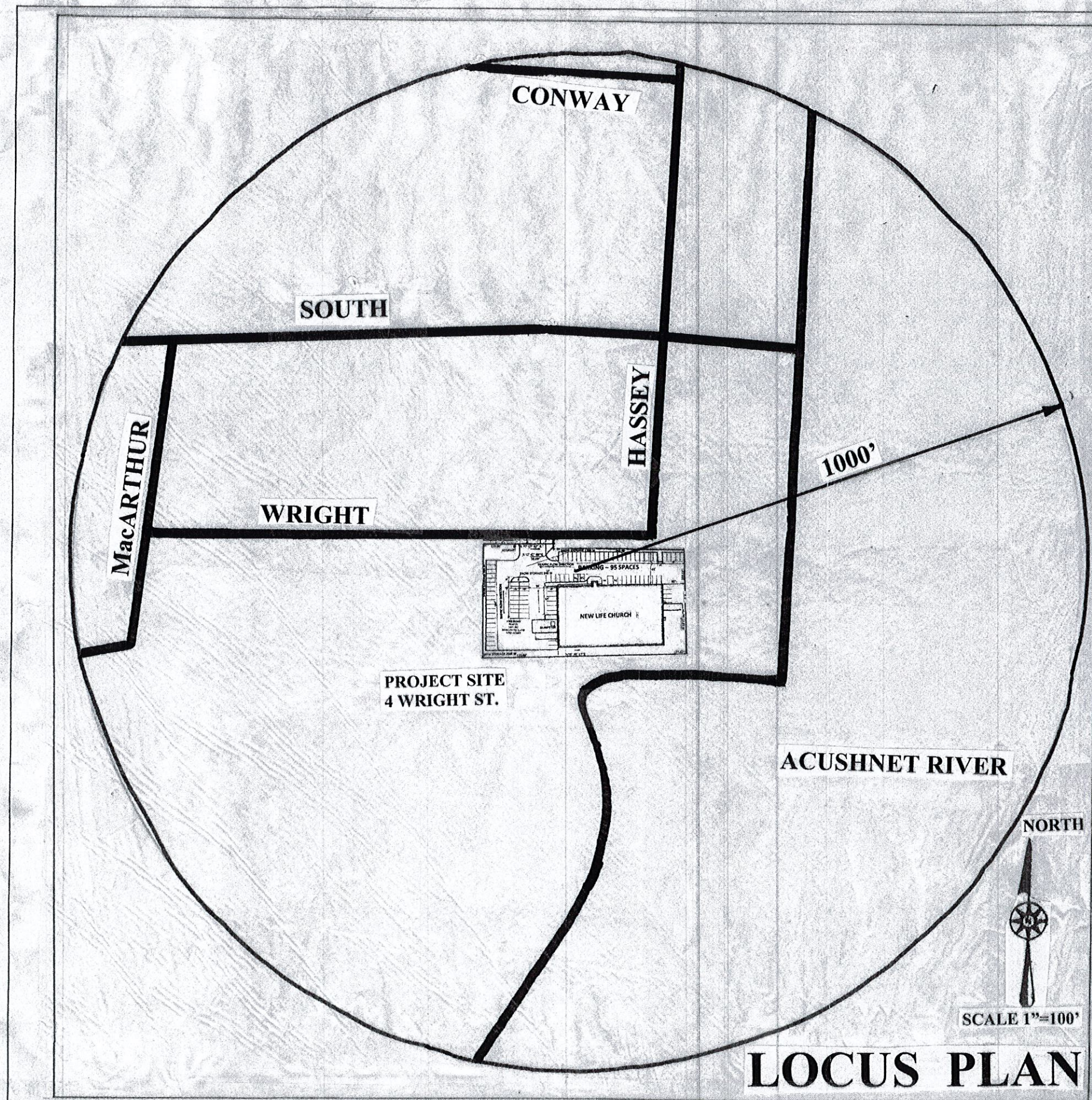
When I turned 24 last year, I was at my lowest and I turned to God and New Life to help me find my way - and that's exactly what has happened. Now, I have a church community that cares about me, I have girlfriends that uplift me and will also tell me when I'm wrong, I have a team I'm accountable to, and I have a God that loves me. I haven't got into a fight in over a year, I no longer party and I've grown so close with my family. I see the potential in this city now and I see the life in people. I know this city can become more than its reputation. The city officials are doing a great job of bringing unity to New Bedford (love AHA nights!) and New Life is only going to contribute to that mission.

I guess, in conclusion, New Life changed me from a woman who only saw and contributed to the bad in New Bedford, to a woman who sees the good in this city, to a woman who finally has a purpose, to a woman who wants to show love, even if I don't receive it back. I've changed in ways I never thought I could and I've also seen close friends change in the same way. Change happens, one step at a time, and that is what is happening at New Life - they are changing the city, one life at a time.

Again, thank you for taking the time to read my story. Please feel free to reply or call me if you have any questions or just want to talk about it. I hope this helps with your upcoming decision on the state of New Life in this city.

I also want to truly thank you for all that you do for New Bedford. Our officials don't receive the recognition/gratitude they deserve - Thank You. Have a great day!





**PROJECT SITE**  
**4 WRIGHT STREET**  
**NEW BEDFORD, MA 02740**

**ASSESSOR'S MAP 31, LOT 263**  
**REGISTRY OF DEEDS: BOOK 11720, PAGE 210**

**OWNER:** MacArthur Drive LLC  
86 MacArthur Drive  
New Bedford, M 02740

**DEVELOPER:** New Life Church  
225 Hathaway Blvd.  
New Bedford, MA 02740

**SURVEYOR:** FARLAND CORP.  
401 COUNTY STREET  
NEW BEDFORD, MA 02740

**ARCHITECT:** MOUNT VERNON GROUP ARCHITECTS  
47 NORTH SECOND STREET  
NEW BEDFORD, MA 02740

**LANDSCAPE ARCHITECT:** MARSHALL GARY  
17 NAUMKEAG ROW  
DANVERS, MA 01923

- LIST OF DRAWINGS**
- S-1 EXISTING CONDITIONS PLAN
  - S-2 SITE PLAN
  - S-3 PROPOSED LEASED PARKING PLAN
  - SK01 PROPOSED FLOOR PLAN

DATE: JUNE 14, 2017

REVISIONS		
No.	Scope	Date

**MG**  
Marshall | Gary LLC  
17 Naumkeag Row  
Danvers, MA 01923  
p. 781.245.7699 c. 617.699.6644  
www.mgary.com

Consultants:

Project:  
**NEW LIFE CHURCH**  
**NEW BEDFORD**

Revisions:

Rev	Date	Description

Seal:

**FOR CONSTRUCTION**

Date: JUNE 14, 2017  
Scale: AS SHOWN  
Drawn By: JE  
Reviewed By: BG  
Checked By: BG  
Approved By: BG

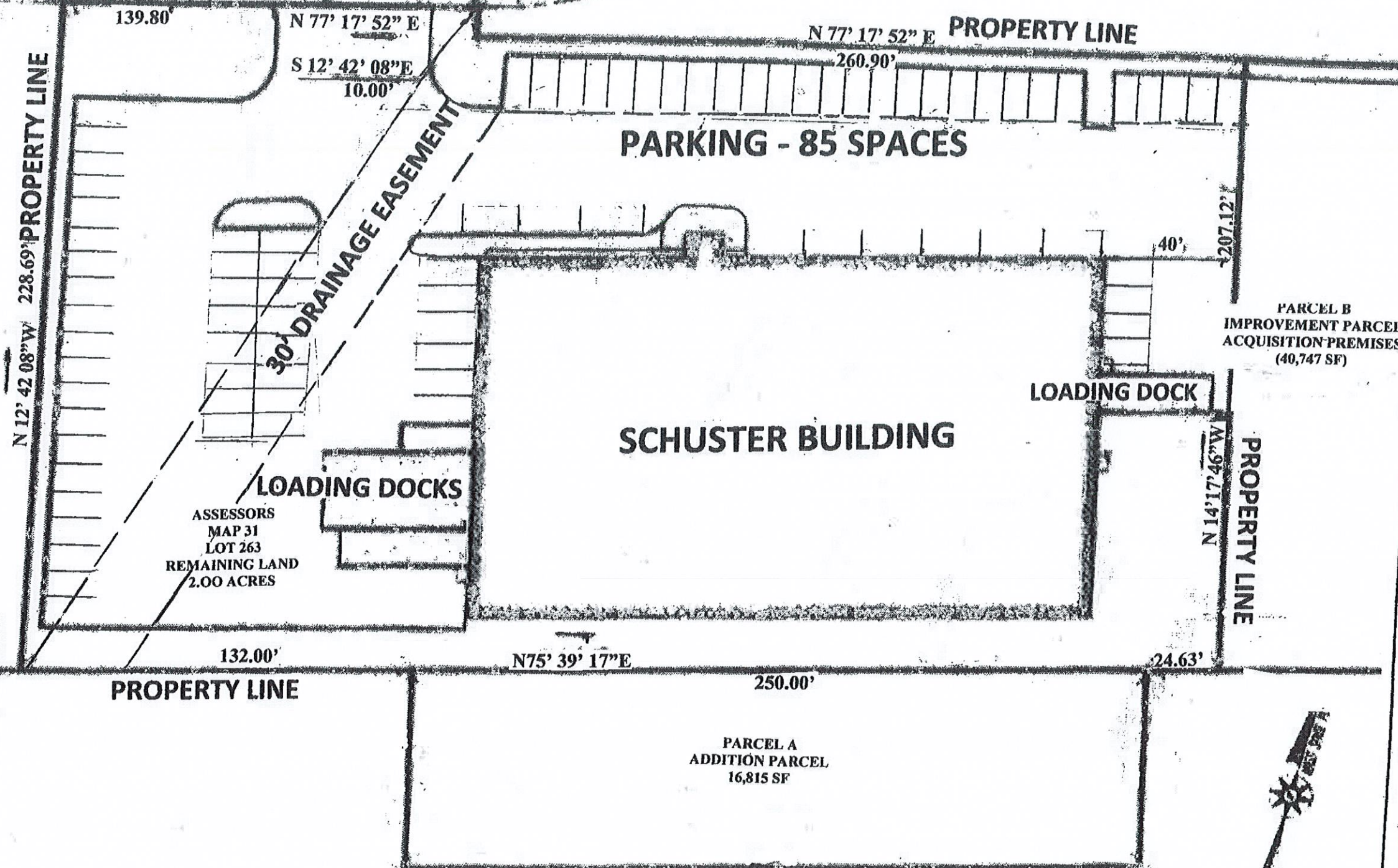
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Sheet Number:

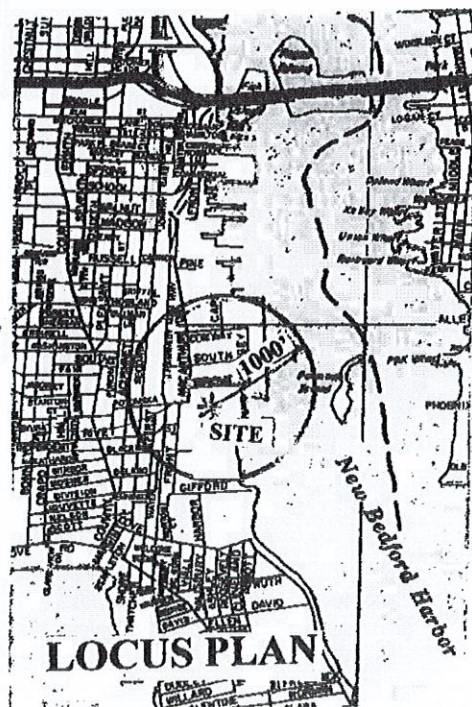
**COVER**



WRIGHT PUBLIC - 60 - WIDE STREET



ASSESSORS MAP 31  
LOT 249  
N/F  
BAYSIDE NOMINEE  
TRUST



**MG**

Marshall | Gary LLC  
17 Naumkeag Row  
Danvers, MA 01923  
p. 781.245.7699 c. 617.699.6644  
www.mgary.com

Project:  
**NEW LIFE CHURCH**

Revisions:

Rev	Date	Description

Seal:



FOR  
SPECIAL PERMIT

Date: JUNE 14, 2017  
Scale: 1"=40'  
Drawn By: JE  
Reviewed By:  
Checked By: BG  
Approved By: BG

Drawing Title:

**EXISTING  
CONDITIONS**

Sheet Number:

**S-1**

THOMPSON FARLAND  
www.ThompsonFarland.com  
10000 ROUTE 1, NEW BEDFORD, MA 01906 P. 508.717.3474  
NEW BEDFORD | YACHTING | CAMPORESE | BLACKBURN



# STREET

MG

**Marshall | Gary LLC**  
17 Naumkeag Row  
Danvers, MA 01923  
p. 781.245.7699 c. 617.699.6644  
[www.mrgary.com](http://www.mrgary.com)

**Project:**

**NEW LIFE CHURCH**

Revisions:

Rev	Date	Description
-----	------	-------------

Seat:



**FOR  
SPECIAL PERMIT**

Date: **JUNE 14, 2017**

Scale: 1"=40'

Drawn By: JE

Reviewed By:

Checked By: BG

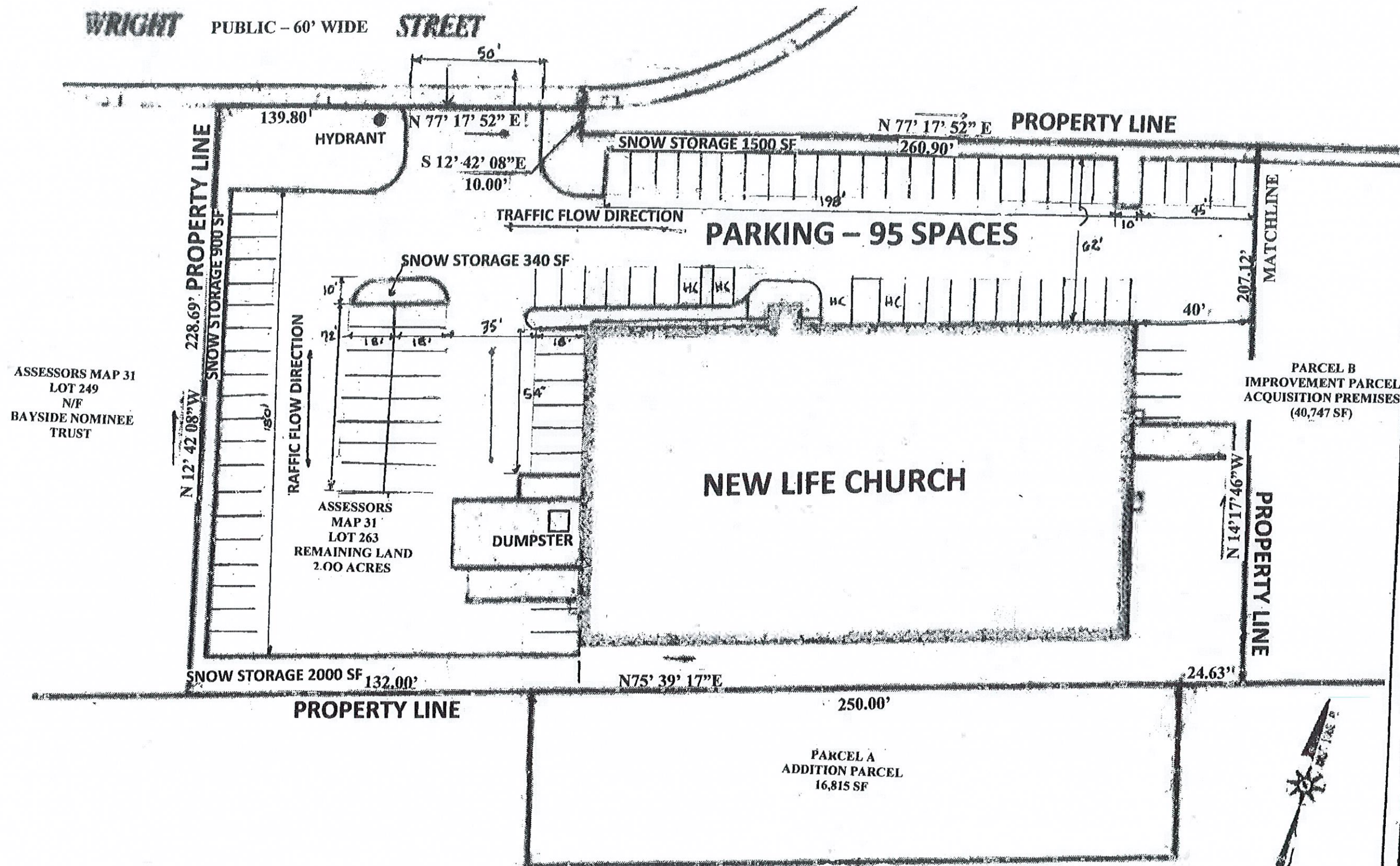
Approved By: BG

Drawing Title:

## SITE PLAN

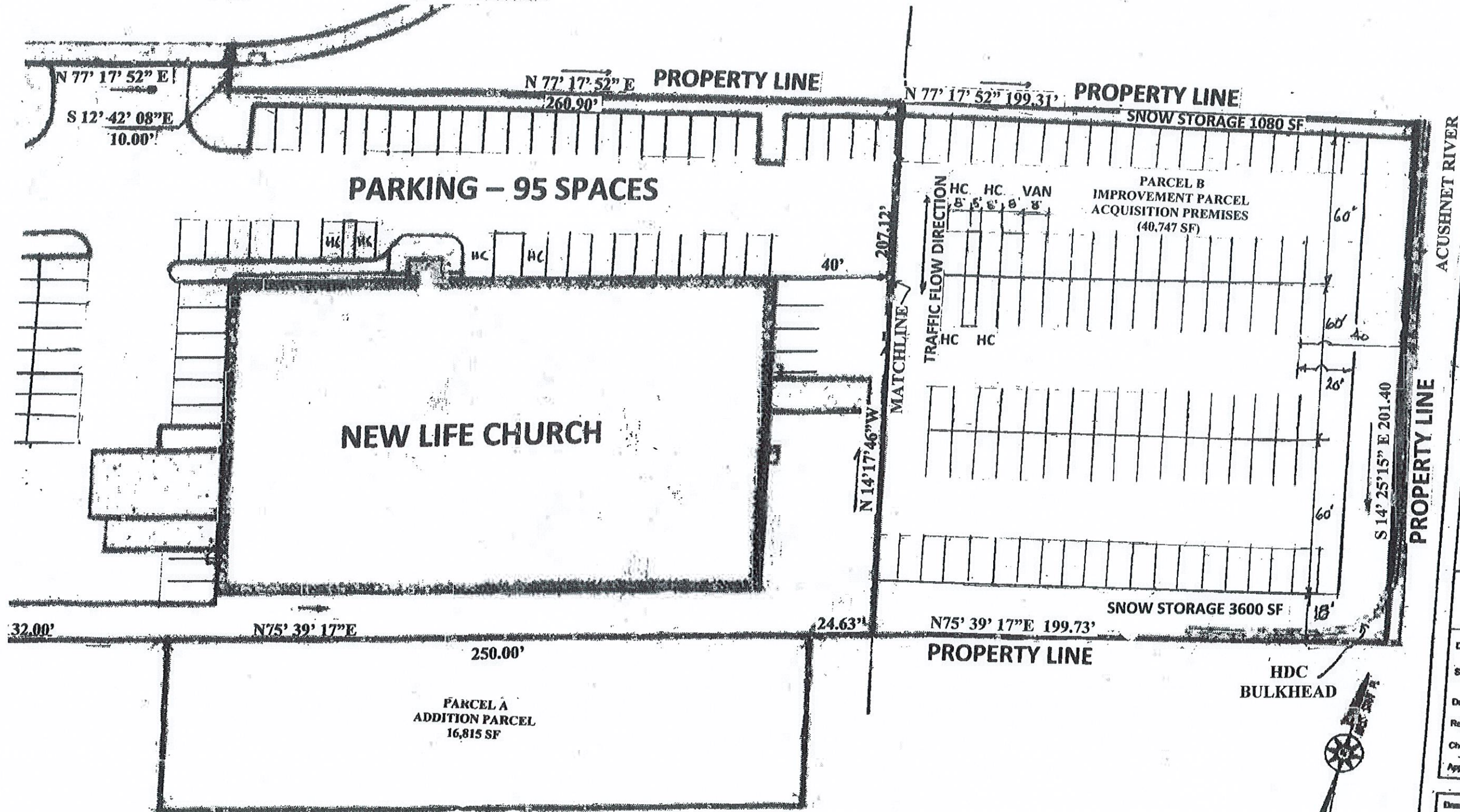
Sheet Number:

S-2





WRIGHT PUBLIC - 60' WIDE STREET



MG

Marshall | Gary LLC  
17 Neumkeag Row  
Danvers, MA 01923  
p. 781.245.7699 c. 617.699.6644  
www.mgarry.com

Project:

NEW LIFE CHURCH

Revisions:

Rev Date Description

Seal:



FOR  
SPECIAL PERMIT

Date: JUNE 14, 2017

Scale: 1"=40'

Drawn By: JE

Reviewed By:

Checked By: BG

Approved By: BG

Drawing Title:

PROPOSED  
LEASED  
PARKING  
PLAN

Sheet Number:

S-3



CITY CLERK

**STORAGE**  
AREA: 3540 S.F.

**EXISTING LOBBY**  
AREA: 1740 S.F.

**EXISTING  
OFFICES**  
AREA: 3560 S.F.

SHUSTER BUILDING

4 WRIGHT STREET  
NEW BEDFORD, MA 02740

### PROPOSED FLOOR PLAN



MVG  
MOUNT VERNON GROUP  
ARCHITECT

47 North Second St  
New Bedford, Massachusetts 02740

508 991 7500 T  
508 991 7501 F  
Info@mvgarchitects.com E

SPACE LEGEND	
SPACE	AREA
SUNDAY SCHOOL	7120 s.f.
ADD. FAMILY	8000 s.f.
EXISTING OFFICE	3550 s.f.
STORAGE	3040 s.f.
EXISTING LOBBY	1740 s.f.
RESTROOMS	825 s.f.
TOTAL SQ. FT.	24,655 s.f.

STAMP

SCALE	AS NOTED
BOOKING BY	MH
CHARGE	JF
DATE	June, 2017

RECEIVED BY: MH  
 DESKED: JF  
 DATE: June, 2017  
 PLANNING  
 JUN 20 2017  
 DEPARTMENT SK01

Case 26-17  
06/20/2017

1 PROPOSED FLOOR PLAN  
SCALE: 1/16" = 1'-0"