



ZONING BOARD OF APPEALS

CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

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

Appeal Nr. 4180

Petition for a VARIANCE

Date: 3-27-2015

The undersigned petitions the Board of Appeals to grant a Variance in the manner and for the reasons hereinafter set forth under the provisions of the Zoning Ordinance to the following described premises:

I. Application Information

Street Address:	<u>25 Elm Street</u>		
Assessor's Map(s):	<u>53</u>	Lot(s)	<u>27 and 289</u>
Registry of Deeds Book:	<u>3307(Lot 27) & 5804(Lot 289)</u>	Page:	<u>256(Lot 27) & 39(Lot 289)</u>
Zoning District:	<u>Mixed Use Business</u>		
Applicant's Name (printed):	<u>BayCoast Bank</u>		
Mailing Address:	<u>330 Swansea Mall Drive</u>	<u>Swansea</u>	<u>MA 02777</u>
	(Street)	(City)	(State) (Zip)
Contact Information:	<u>508-675-4377 ctaber@baycoastbank.com bfeingold@rbflaw.net</u>		
	Telephone Number	Email Address	
Applicant's Relationship to Property:	<input type="checkbox"/> Owner	<input type="checkbox"/> Contract Vendee	<input checked="" type="checkbox"/> Other <u>Tenant</u>

CITY CLERKS OFFICE
NEW BEDFORD, MA

2015 MAR 27 PM 2:46
CITY CLERK

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

Site Plans

Denied B.uilding Permit
Plot Plan
Abutters List

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 Division staff and Zoning 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.

3-27-2015
Date

[Signature]
Signature of Applicant

15. State your hardship in accordance with Mass General Laws Chapter 40A Section 10. (Reference the attached "Required Findings For Granting a Variance").

16. Complete for ALL the portions for which you are requesting a Variance:

	Existing	Allowed/Required	Proposed
Lot Area (sq ft)			
Lot Width (ft)			
Number of Dwelling Units			
Total Gross Floor Area (sq ft)			
Residential Gross Floor Area (sq ft)			
Non-Residential Gross Floor Area (sq ft)			
Building Height (ft)			
Front Setback (ft)			
Side Setback (ft)			
Side Setback (ft)			
Rear Setback (ft)			
Lot Coverage by Buildings (% of Lot Area)			
Permeable Open Space (% of Lot Area)			
Green Space (% of Lot Area)			
Off-Street Parking Spaces			
Loading Bays			
Number of Ground Signs			
Height of Ground Sign			
Proximity of Ground Sign to Property Line			
Area of ground sign		25	2 @ 24.93 sf
Number of Wall Signs			

17. Verification of Ownership. By signing this application the petitioner is stating that they have read and understand this application and the accompanying instructions and information. If petition is granted, the approvals are specific to the plans submitted, unless the Board states otherwise. Also, if granted, that the Variance must be recorded and acted upon within one year.

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

I hereby authorize the following Applicant: BayCoast Bank
at the following address: 330 Swansea Mall Dr., Swansea, MA 02777
to apply for: a variance re signs
on premises located at: 25 Elm Street
in current ownership since: 1994
whose address is: 25 Elm Street, New Bedford, MA

for which the record title stands in the name of: Local Media Group, Inc., f/k/a Dow Jones Media Group, Inc., f/k/a Ottaway Newspapers, Inc.
whose address is: 25 Elm Street, New Bedford, MA

by a deed duly recorded in the:
Registry of Deeds of County: Bristol Book: 330786804 Page: 256839
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 Division staff and Zoning 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.

3.26.15 _____
Date Signature of Land Owner (If authorized Trustee, Officer or Agent, so identify)
Offaway Newspapers, Inc.
D/Ka Local Media, Inc.

CITY CLERKS OFFICE
NEW BEDFORD, MA
2015 MAR 27 P 2:47
CITY CLERK

APPENDIX

- (1) Owner's/Landlord's Name Local Media Group, Inc., f/k/a Dow Jones Media Group, Inc., f/k/a Ottaway Newspapers, Inc.
- (2) Title Reference to Property Lot 27: 3507/256 & Lot 289: 5804/39

(Attach copy of Deed, Certificate of Title & most recent Recorded Plans showing affected lot or lots)

- (3) If the Applicant is Not the Owner, Provide:
1. Notarized authorization letter from owner to tenant or buyer for application for this permit, on letterhead.
 2. Copy of Purchase & Sale Agreement or lease, where applicable.
 3. Copy of the deed or deeds of abutting parcels if said parcels have been held in common ownership with the subject property at any time since January 1, 1976.

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New Bedford Redevelopment Authority
and
Ottaway Newspapers, Inc.

QUITTANCE DEED

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 121A, and having its principal office and place of business at 113 William Street, Room 215, City Hall, City of New Bedford, County of Bristol, Commonwealth of Massachusetts. (Hereinafter called the "Grantor"), in consideration of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), paid by Ottaway Newspapers Inc., a Delaware corporation. Having its usual place of business at

222 Pleasant Street
New Bedford, MA

(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:

DESCRIBED

Beginning at a point in the northerly line of Six Street which point is the southeasterly corner of the parcel to be conveyed which adjoins the southeasterly corner of parcel number 18A on

RECORDED
2006 JUN 27
11:15 AM

For 2006
2006 JUN 27
11:15 AM

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plan hereinafter mentioned.

Thence, North $10^{\circ} 13' 06''$ West Three Hundred Sixteen (311.31) and 37/100 feet to a point adjoining the southerly portion of Block 6;

Thence, in an arc along the southerly portion of Block 6 whose radius is Six Hundred (600.00) feet for a distance of Two Hundred Two (202.93) and 93/100 feet;

Thence, in an arc continuing along the southerly portion of Block 6 whose radius is Four Hundred (400.00) feet for a distance of One Hundred Seventeen (117.33) and 03/100 feet;

Thence, South $33^{\circ} 10' 02''$ East for a distance of Seven (7.94) and 94/100 feet;

Thence, in an arc along the easterly portion of this lot whose radius is Three Hundred Ten (310.00) feet for a distance of Seventy One (71.34) and 84/100 feet;

Thence in an arc again along the easterly portion of the lot being conveyed whose radius is Seventy (70) feet for a distance of One Hundred Twenty Four (124.00) and 06/100 feet;

Thence South $81^{\circ} 30' 12''$ West Forty Four (44.72) and 72/100 feet;

Thence South $00^{\circ} 25' 48''$ East Two (2.00) feet;

Thence South $81^{\circ} 14' 17''$ West a distance of One Hundred Ninety-one (191.12) and 10/100 feet along the northerly side of said Elm Street to the point of beginning.

Containing 62,746 square feet more or less.

Being parcel number 19 on a plan designated as "The City of New Bedford, New Bedford Redevelopment Authority, disposition parcel number 15, 17a, 13, 18a, 19, 20; North Terminal Urban Renewal

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Project prepared by the New Bedford Redevelopment Authority, New Bedford, Massachusetts dated March 1961 and recorded in, PLAN BOOK 26, Page 49.

PARTIAL DEED

(Registered Land)

Northerly by the southerly side of Middle Street, thirty-four and 50/100 (34.50) feet;

Easterly by land now or formerly of John D. Martin, eighty and 43/100 (80.43) feet;

Southerly by land now or formerly of Philip H. Jones, thirty-four and 50/100 (34.50) feet; and

Westerly by either land now or formerly of said John D. Martin, eighty and 54/100 (80.54) feet.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by Frank N. Nicolai, C.E., dated October 13, 1914, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which will be found with Certificate of Title numbered 1545.

For our title see Certificate 10737, Book 37, Page 127.

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

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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 North Terminal Urban Renewal Project, Mass. R-169 (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 context or in the use and occupancy of the premises or any improvements created 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

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Land for Private Redevelopment dated April 29, 1994, between the Grantor and the Grantee, herein have been completed.

1. 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.

2. 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.

3. 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 in 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

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Grantee, for itself, its successors and assigns, further covenants and agrees that the said covenants running with the land shall be in effect until June 30, 2000, 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, on the date 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 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

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of the failure of the Grantee, its successors, or assigns, 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 reverted 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 or 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 reverted 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

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as authorized by the said Contract for Sale of Land for Private Redevelopment, and shall not suffer any 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 in said estate shall revert to and be re-vested in said Grantor, or its successors or assigns.

4. Provided, however, that the rights of forfeiture, re-entry, and reversion 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. Provides further, that the said rights of forfeiture, re-entry and reversion 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.

G. 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 reversion of title therein to the Grantor.

H. The Grantor, for itself and its successors and assigns, covenant and agree 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 as 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 complete 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 covenant and agree that such certification shall mean and

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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 April 25, 1994, 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 these 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 21 day of June 1994, by Donald Gaudette, its Chairman and its corporate seal to be hereunto affixed.

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NEW BEDFORD REDEVELOPMENT AUTHORITY

Donald Goudette
Chairman-Donald Goudette

THE COMMONWEALTH OF MASSACHUSETTS

Notated. 58

Jan 3, 1977 New Bedford, Mass

Then personally appeared the above Donald Goudette, Chairman, and acknowledged the foregoing instrument to be the free act and deed of the New Redevelopment Authority.

Before me,

Francis J. Shaw
Notary Public
My Commission expires 12/6/80

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Received & Recorded *Jan 3 1977* at *New Bedford* Mass. *P.M.*

Attest *James P. Hawley* Registrar

Bristol South
Registry of Deeds

BK 5804 PG 39
11/05/02 0943 DOC. 43036
Bristol Co. S.B.

MASSACHUSETTS QUITCLAIM DEED

NEW BEDFORD REDEVELOPMENT AUTHORITY, a body politic and corporate, having its usual place of business at C/O 700 Pleasant Street, New Bedford, Massachusetts 02740 for consideration paid, and in full consideration of ONE (\$1.00) DOLLAR grants to the OTTAWAY NEWSPAPERS, INC. d/b/a The Standard Times Publishing Company, a Delaware corporation duly authorized to do business in the Commonwealth of Massachusetts, having its usual place of business in Massachusetts at 25 Elm Street, New Bedford, Massachusetts 02740, with **quitclaim covenants**, the land with any buildings thereon (if any), in New Bedford, Bristol County, Massachusetts, described as follows:


SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE


SEE Vote of the New Bedford Redevelopment Authority attached hereto.

IN WITNESS WHEREOF, the said New Bedford Redevelopment Authority has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Leo Poincau its Chairman, hereto duly authorized, this 23 day of October 2002.

Signed and sealed in presence of

NEW BEDFORD REDEVELOPMENT
AUTHORITY


Witness

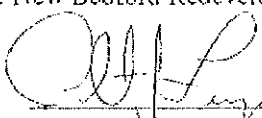
By: 
Leo Poincau, Chairman

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

October 23 2002

Then personally appeared the above-named Leo Poincau, Chairman, and acknowledged the foregoing instrument to be the free act and deed of the New Bedford Redevelopment Authority, before me


Notary Public
ROBERT J. LEVINE

My commission expires: 12/17/2007



PROPERTY ADDRESS: Route 18 and Elm St., New Bedford, MA

Bristol South
Registry of Deeds

Not for

Not for

EXHIBIT "A"

A certain parcel of land in the City of New Bedford, County of Bristol, Commonwealth of Massachusetts, shown as Parcel 1 (the "Premises") on a plan entitled, "Approval Not Required Plan Route 18 & Elm Street, City of New Bedford, (Bristol County), Prepared for the Commonwealth of Massachusetts Division of Capital Asset Management", dated February 16, 2001, signed by Richard A. Munroc, P.L.S (the "Plan") and recorded in the Bristol County (S.D.) Registry of Deeds in Plan Book 148, Page 13, the Premises are more fully described as follows:

A parcel of land containing eight thousand seven hundred seventy-seven (8,777) square feet, more or less, located in the northwest quadrant of the JFK Highway (Route 18) Elm Street Intersection in the City of New Bedford, Bristol County, Massachusetts as shown on said Plan.

Parcel 1 being all of Parcels LT-1, LT-2 and LT-3 laid out and taken charge of by the Commonwealth by order of the Massachusetts Department of Highways dated November 29, 1995 and recorded with the Registry of Deeds for Bristol County, in Book 3589, Page 155 and on a Taking plan filed therewith in said Registry in Plan Book 134, Plan 71, One Sheet.

Meaning and intending to convey the Premises howsoever the same may be bounded and described, as shown as Parcel 1 on the Plan.

By acceptance of this Deed, and as partial consideration therefore, the Grantee, on behalf of itself and its successors and assigns hereby agrees to be bound by the following conditions, to be the intent of the parties hereto that the same shall run with the land:

- 1.) No access shall be allowed from Parcel 1 onto JFK Highway (Route 18) or onto Elm Street; and;
- 2.) It is understood that this parcel shall be used for off-street parking for the grantee's building located on the adjacent parcel. Prior to construction on this parcel the grantee must obtain written approval of the site plans from the New Bedford Redevelopment Authority and/or the City of New Bedford, including but not limited to landscaping and lighting plans.

It is the intent of the parties hereto that all agreements and covenants herein shall run with the land and be deemed to be made for valuable consideration.

This conveyance is made subject to and with the benefit of all rights, restrictions and easements of record, if any, insofar as the same remain in force and applicable.

For title see deed recorded on July 26, 2002 in said Registry of Deeds in Book 5618, Page 86.

PROPERTY ADDRESS: Route 18 and Elm St., New Bedford, MA

Bristol South
Registry of Deeds

Bristol South
Registry of Deeds

Bristol South
Registry of Deeds

Bristol South
Registry of Deeds

Not for Official Use

Not for Official Use

Not for

Not for

South
Deeds

Official Use

17. Verification of Ownership. By signing this application the petitioner is stating that they have read and understand this application and the accompanying instructions and information. If petition is granted, the approvals are specific to the plans submitted, unless the Board states otherwise. Also, if granted, that the Variance must be recorded and acted upon within one year.

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

I hereby authorize the following Applicant: BayCoast Bank
at the following address: 330 Swansea Mall Dr., Swansea, MA 02777
to apply for: a variance re signs
on premises located at: 25 Elm Street
in current ownership since: 1994
whose address is: 25 Elm Street, New Bedford, MA

for which the record title stands in the name of: Local Media Group, Inc., f/k/a Dow Jones Media Group Group, Inc., f/k/a Ottaway Newspapers, Inc.
whose address is: 25 Elm Street, New Bedford, MA

by a deed duly recorded in the:
Registry of Deeds of County: Bristol Book: 330785804 Page: 256&39

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 Division staff and Zoning 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.

3.26.15
Date

MCL M
Signature of Land Owner (If authorized Trustee, Officer or Agent, so identify)
Ottaway Newspapers, Inc.
D/Ka Local Media, Inc.

25 Elm St

DEPARTMENT SIGN-OFF SHEET

ZONING BOARD OF APPEALS SPECIAL PERMIT REVIEW

<u>DEPARTMENT</u>	<u>COPIES</u>	<u>SIGNATURE</u>	<u>DATE</u>
BOARD MEMBERS CITY HALL, ROOM 303	5	Jennifer Gonet	3/27/15
CITY PLANNING CITY HALL, ROOM 303	1	Jennifer Gonet	3/27/15
CITY CLERK (Original) CITY HALL, ROOM 118	1	Christina Morgan	3/27/15
CITY SOLICITOR CITY HALL, ROOM 203	1	Ann Marie	3/27/15
INSPECTIONAL SERVICES CITY HALL, ROOM 308	1	Jennifer Gonet	3/27/15
PUBLIC INFRASTRUCTURE 1105 SHAWMUT AVENUE	1	Ed Lopez	3/30/15
CONSERVATION COMMISSION CITY HALL, ROOM 304	1	Alougas	3/27/15
FIRE DEPARTMENT 1204 PURCHASE STREET	1	Carly Pedro	3/30/15

PLANNING
MAR 31 2015
DEPARTMENT

PLANNING

MAR 13 2015

DEPARTMENT

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

Date: 3/10/2015

SUBJECT PROPERTY:

MAP 53 LOT 27 & 289

LOCATION 25 Elm Street

OWNER'S NAME Ottaway Newspapers, Inc.

MAILING ADDRESS 25 Elm Street, New Bedford, MA 02740

CONTACT PERSON Alison Cesar, SITEC, Inc.

TELEPHONE NUMBER 508-998-2125

EMAIL ADDRESS acesar@sitec-engineering.com

REASON FOR REQUEST

Planning Board requests: 1. Site Plan Review

2. Special Permit under Section 3120 to allow reduction in onsite parking

3. Site Plan Review for New Ground Sign

2015 MAR 21 P 2:47
CITY CLERK
CITY CLERKS OFFICE
NEW BEDFORD, MA

PLANNING

MAR 09 2015

DEPARTMENT

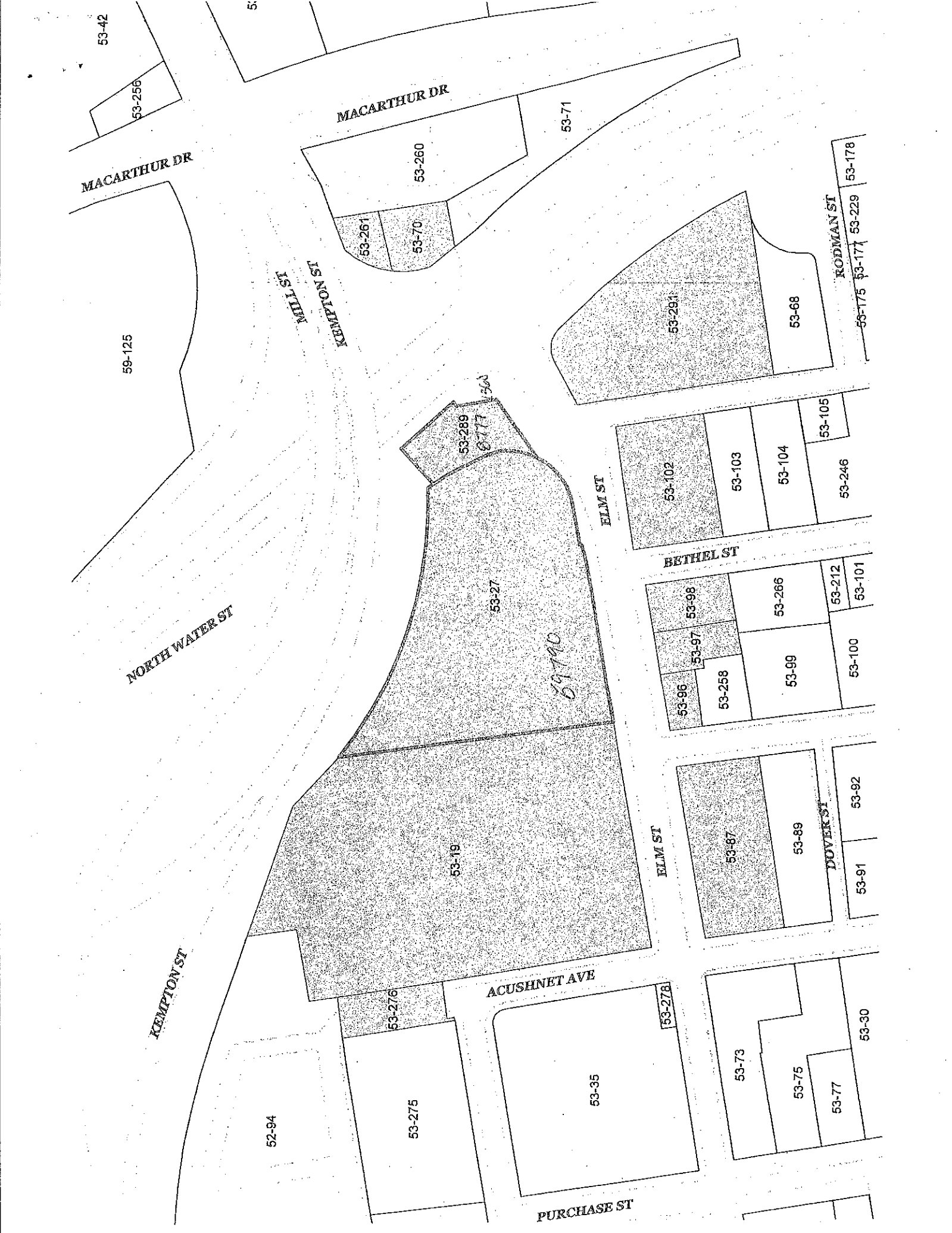
March 9, 2015

Dear Applicant,

Please find below the List of Abutters within 300 feet of the property known as 25 Elm Street (53-27 & 289) The current ownership listed herein must be checked and verified by the City of New Bedford Assessor's Office. Following said verification, the list shall be considered a Certified List of Abutters.

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

Parcel	Location	Owner and Mailing Address
53-291 <i>GS</i>	N WATER ST	CANDLEWORKS VENTURES LLC, 72 N WATER STREET 3RD FLR NEW BEDFORD, MA 02740 - <i>6264</i>
53-19	51 ELM ST <i>153</i>	CITY OF NEW BEDFORD, ELM ST PARKING GARAGE 431 WILLIAM ST NEW BEDFORD, MA 02740
53-102	89 N WATER ST	MILLS EVERETT D JR, MILLS CLAUDIA L. 4 OLD TREE FARM ROAD MATTAPOISETT, MA 02739- <i>2537</i>
53-87	396 ACUSHNET AVE <i>Addison</i>	N B TELEPHONE & TELEGRAPH CO, PROPERTY TAX DEPARTMENT. P O BOX 152206 <i>2749</i> Verizon New England eld IRVING, TX 75015-2206 <i>75001</i> Duff and Phelps
53-27	25 ELM ST	OTTAWAY NEWSPAPERS INC, 25 ELM STREET NEW BEDFORD, MA 02740 - <i>6228</i>
53-98 <i>WS</i>	BETHEL ST	LIVERY CORPORATION, 110 FAUNCE CORNER RD NO. DARTMOUTH, MA 02747- <i>1296</i>
53-261 <i>GS</i>	JOHN F KENNEDY HWY	N B REDEVELOPMENT, AUTHORITY 133 WILLIAM STREET NEW BEDFORD, MA 02740 - <i>6132</i>
53-276 <i>NS</i>	MIDDLE ST	N B REDEVELOPMENT, AUTHORITY 133 WILLIAM STREET NEW BEDFORD, MA 02740 - <i>6132</i>
53-70	249 MACARTHUR DR	CITY OF NEW BEDFORD, INTER SEWER DEPT-PUMP STA 431 WILLIAM ST <i>133</i> NEW BEDFORD, MA 02740
53-96	70 N SECOND ST	OZ LLC, 1529 AIRPORT ROAD NEW BEDFORD, MA 02746- <i>1368</i>
53-97	38 ELM ST	LIVERY CORPORATION, 110 FAUNCE CORNER RD NO. DARTMOUTH, MA 02747- <i>1296</i>
53-289 <i>NS</i>	ELM ST	OTTAWAY NEWSPAPERS INC, 25 ELM STREET NEW BEDFORD, MA 02740 - <i>6228</i>



53-42

53-256

MACARTHUR DR

59-125

NORTH WATER ST

KEMPTON ST

52-94

53-275

53-35

PURCHASE ST

MACARTHUR DR

53-260

53-71

J.S. J. TIM
J.S. NO. LANE

53-261

53-70

53-289

53-277

53-276

53-27

53-19

53-19

53-276

ACUSHNET AVE

ELM ST

53-73

53-75

53-77

53-30

ELM ST

BETHEL ST

ELM ST

DOVER ST

53-102

53-103

53-104

53-105

53-246

53-96

53-97

53-98

53-258

53-99

53-266

53-212

53-101

53-100

53-96

53-258

53-99

53-266

53-212

53-101

53-100

ELM ST

53-87

53-89

53-92

53-91

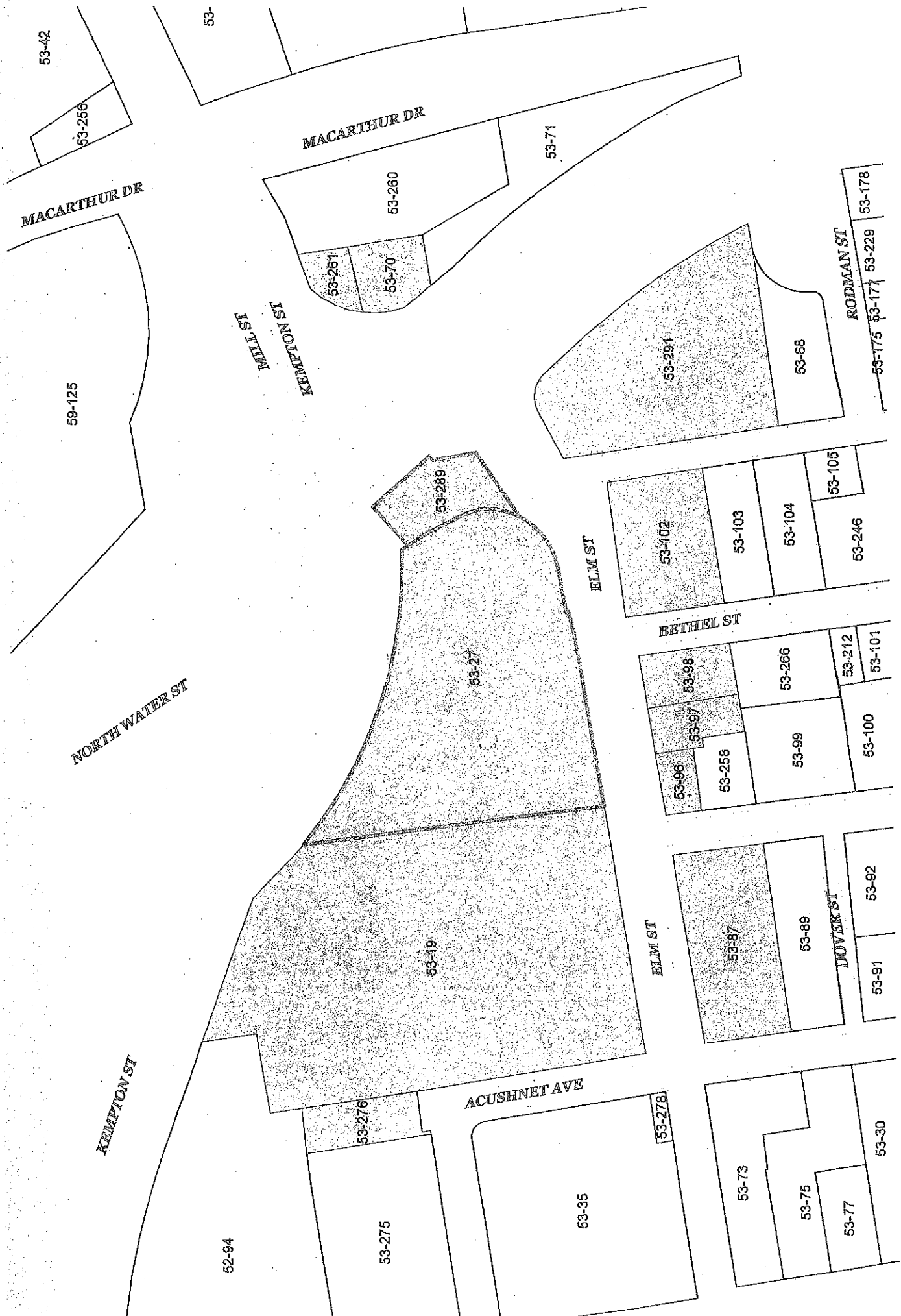
RODMAN ST

53-178

53-229

53-177

53-175



53-42

53-256

53-

MACARTHUR DR

53-260

53-71

MACARTHUR DR

53-261

53-70

MOTT ST

NOLANDER ST

59-125

RODMAN ST

53-178

53-229

53-177

53-175

53-291

53-68

53-289

53-27

ELM ST

BETHEL ST

53-102

53-103

53-104

53-105

53-246

NORTH WATER ST

53-96

53-266

53-266

53-212

53-101

53-97

53-99

53-100

KEMPTON ST

ELM ST

53-87

53-89

DOVEK ST

53-92

53-91

52-94

53-276

53-275

ACUSHNET AVE

53-278

53-35

53-73

53-75

53-77

53-30

ZBA VARIANCE APPLICATION SUBMITTAL CHECKLIST

The following documentation must be submitted, in duplicate (1 Original and 11 Copies), containing all items described below:

- Completed & Signed Application
- (a) Existing Conditions Site Plan, drawn to a scale not less than 1 inch: 40 feet, (For example, drawings at 1" : 10', 1" : 20' or 1" : 30' scale are acceptable) identifying positioning of existing structures must be provided. Site Plan must show footprint and dimensions of Rear, Front and Side distances between structure(s) and boundary lines.
- (b) Site Plan Identifying Proposed Plans, showing all proposed alterations or additions with side, front and rear set property lines identified.
- (c) Sub-Division Plans if Applicable
- A Certified Abutter's List
(Compiled by Planning Dept. and Certified in Assessor's Office)
- Plot Plan (Available at Inspectional Services Dept.)
- Filing Fee (Check made out to the City of New Bedford)
- Copy of Building Permit Rejection Packet
(Containing Rejected Building Permit and all information submitted with Building Permit Application)
- Appendix (Owner's Signature & Attached Deed for all Involved Parcels)

11/20