

# 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. 4175

## Petition for a VARIANCE

Date: 1/22/15

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:

### 1. Application Information

Street Address: Dana Street

Assessor's Map(s): 125A Lot(s) 473

Registry of Deeds Book: 7132 Page: 226

Zoning District: Residential B

Applicant's Name (printed): Kenneth & Arminda Koroski

Mailing Address: 43 Lambeth St. New Bedford MA 02745  
 (Street) (City) (State) (Zip)

Contact Information: Richard R. Riccio III, P.E. - Field Engineering Co., Inc. (508) 758-2749  
 Telephone Number Email Address rriccio@fieldengrg.com

Applicant's Relationship to Property:  Owner  Contract Vendee  Other \_\_\_\_\_

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

See Letter of Transmittal

2015 JAN 23 P 3:18  
CITY CLERK  
NEW BEDFORD, MA  
CITY CLERKS OFFICE

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.

1/22/15  
Date

Kenneth Koroski  
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").

Hardship is due to the locations of wetlands on the property and within the Dana Street layout which prohibit the construction of full width roadway to provide access to the lot. In addition, during the initial attempts to permit the project the proponent was advised to discontinue a portion of a paper street (Dalton Street) which could have been used to construct an adequate roadway.

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

|   | <u>Existing</u> | <u>Allowed/Required</u> | <u>Proposed</u> |
|---|-----------------|-------------------------|-----------------|
| Lot Area (sq ft)                          | 10,000±         | 8,000                   | 10,000          |
| Lot Width (ft)                            | 80              | 75                      | 125             |
| Number of Dwelling Units                  | 0               | 1                       | 1               |
| Total Gross Floor Area (sq ft)            | 0               |                         |                 |
| Residential Gross Floor Area (sq ft)      | 0               |                         |                 |
| Non-Residential Gross Floor Area (sq ft)  | NA              | NA                      | NA              |
| Building Height (ft)                      | 0               | 2.5 stories             | Raised Ranch    |
| Front Setback (ft)                        | 0               | 20                      | 34              |
| Side Setback (ft)                         | 0               | 10                      | 35              |
| Side Setback (ft)                         | 0               | 12                      | 45              |
| Rear Setback (ft)                         | 0               | 30                      | 30              |
| Lot Coverage by Buildings (% of Lot Area) | 0               | 30%                     | 11%             |
| Permeable Open Space (% of Lot Area)      | NA              | NA                      | NA              |
| Green Space (% of Lot Area)               | NA              | NA                      | NA              |
| Off-Street Parking Spaces                 | 0               |                         | 2               |
| Loading Bays                              | NA              | NA                      | NA              |
| Number of Ground Signs                    | NA              | NA                      | NA              |
| Height of Ground Sign                     | NA              | NA                      | NA              |
| Proximity of Ground Sign to Property Line | NA              | NA                      | NA              |
| Area of Wall Sign (sq ft)                 | NA              | NA                      | NA              |
| Number of Wall Signs                      | NA              | NA                      | NA              |

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: \_\_\_\_\_

at the following address: \_\_\_\_\_

to apply for: Variance

on premises located at: Dana Street

in current ownership since: 8/20/04

whose address is: \_\_\_\_\_

for which the record title stands in the name of: Kenneth & Arminda Koroski

whose address is: 43 Lambeth Street, New Bedford

by a deed duly recorded in the: \_\_\_\_\_

Registry of Deeds of County: Bristol Book: 7132 Page: 226

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.

1/22/15  
Date

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

## APPENDIX

- (1) Owner's/Landlord's Name Kenneth & Arminda Koroski
- (2) Title Reference to Property 7132-226

(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.

# 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)

**FIELD**  
**ENGINEERING CO., INC.**  
CONSULTING ENGINEERS

11D Industrial Drive, P.O. Box 1178  
Mattapoisett, Massachusetts 02739  
Telephone: (508) 758-2749  
Facsimile: (508) 758-2849

January 21, 2015  
Project No. 1266

The Crocker Building  
Four Court Street, Suite 104  
Taunton, Massachusetts 02780  
Telephone: (508) 824-9279  
Facsimile: (508) 824-9276

Mr. Ian M. Comerford, Chairman  
New Bedford Zoning Board of Appeals  
133 William Street  
New Bedford, MA 02740

**RE: NEW BEDFORD** Petition for Variance-Reduction in Frontage  
Plot 125A, Lot 473  
Dana Street,

On behalf of our clients, Kenneth and Arminda Koroski, Field Engineering Co., Inc. hereby submits the attached Petition for Variance under the Zoning Ordinance with supporting plans to request approval for the construction of a single family dwelling on a parcel with inadequate constructed frontage at the above referenced location. Mr. and Mrs. Koroski purchased the subject parcel from the New Bedford Redevelopment Authority in August, 2004 with the intent of constructing a single family dwelling on the premises.

During the initial meetings with the City Planning Department, it was determined that the simplest way to get an approvable Building Permit plan on the subject parcel would be to discontinue the portion of Dalton Street that runs from Dana Street to Lambeth Street as opposed to constructing a subdivision roadway within the Dana and Dalton Street layouts. By discontinuing this portion of the roadway, we would create additional "frontage" for Mr. and Mrs. Koroski on Dana Street, and avoid having to construct a full roadway extension. The Discontinuance Plan was presented to the New Bedford City Council Committee on City Property on March 28, 2005, the City Council on April 14, 2005 and presented to the Mayor for approval on May 16, 2005.

Following completion of the Discontinuance process, Field Engineering proceeded with completing the Notice of Intent Application with the New Bedford Conservation Commission. The Notice of Intent was filed with the Commission on August 9, 2005. Following submission of the Notice of Intent, the wetland line was reviewed and adjusted by the Conservation Agent and our wetland biologist, which required some modifications to the design plan to meet, to the greatest extent practicable, the wetland setback requirements. Our initial public hearing for the Notice of Intent took place on September 27, 2005. Following numerous meetings with the Conservation Commission, Mr. and Mrs. Koroski finally received their Order of Conditions on November 22, 2005. This Order of Conditions has subsequently been extended by the applicant and also been automatically extended by the Massachusetts Permit Extension Act in 2010 and 2012.

Once Mr. and Mrs. Koroski received their Order of Conditions, we then proceeded with filing for the Building Permit for a Single Family Dwelling on Dana Street. This process was held up numerous times with zoning issues that arose due to the Discontinuance of Dalton Street and the lack of adequate legal "frontage" to access the lot. During the following months, we went back and forth with the Building Department in an attempt to develop a development scheme that would meet all of the zoning requirements and not require a filing with the Zoning Board of Appeals for a Special Permit. In 2006, we reviewed a revised plan with the Department of Inspectional Services that we felt had addressed all of their previous concerns with the layout of the proposed house and access off the end of Dana Street with the understanding that Mr. Koroski would need to record a "rider" on the property stating that the City would be relieved from any responsibility to maintain the portion of the driveway within the Dana Street layout. The project was ultimately put on hold while Mr. and Mrs. Koroski worked with an attorney on how the Discontinuance of Dalton Street may affect the property.

In March 2011, the City Solicitor issued an internal memorandum to the Planning Department and Building Department regarding the signing of ANR Plans and the issuance of Building Permits on lots without adequate constructed frontage. It appears that it was previous practice to sign ANR Plans and issue Building Permits on

private ways with the recording of a "rider" on the property regarding ownership of the private way and maintenance responsibilities. The March 2011 memo basically states that this practice cannot be used to circumvent State law and City Zoning Regulations. At an internal department head meeting held in August 2011, it was determined that issuance of a Building Permit for the existing parcel of land would be in violation of the City Solicitor's memorandum from March as Mr. and Mrs. Koroski's lot line along the Dana Street layout does not front on a constructed way.

Subsequent to the meeting in August 2011, we have had additional meetings with various City Department Heads to determine how we could permit a single family dwelling on the existing lot. It has been determined that the existing lot on Dana Street does not have adequate frontage and therefore is currently unbuildable. Based on recent discussions with the Planning Department, we would need to construct a "way" within the Dana Street layout along 75 feet of Mr. Koroski's "frontage" along the Dana Street layout to some standard prior to issuance of a Building Permit. This becomes difficult with the existing wetlands that have been flagged and approved within the Dana Street layout as well as on the lot. Due to the existing wetlands within the Dana Street layout and the fact that upon the City's advice, the layout of Dalton Street was discontinued (which could have provided adequate layout to construct an approved way for the purposes of frontage), it was determined the only way to permit this lot would be via the Variance process with the Zoning Board of Appeals.

As the plan which accompanies this Petition shows, we are currently proposing to construct an 18-foot wide gravel access driveway off the end of the constructed portion of Dana Street. Due to the existing wetlands and the difficulty we encountered in permitting the previous proposal through the Conservation Commission, it would be virtually impossible to extend the proposed access driveway the entire 75 feet, which is the required frontage within the zoning district.

We understand that the Board has to make all of the following findings before a variance can be granted:

1. That there are circumstances relating to the soil conditions, shape or topography which especially affect the land or structure in question, but which do not affect generally the zoning district in which the land or structure is located.

**Response: There are circumstances related to the existing wetlands on and adjacent to the property which developed during the initial attempt to permit the property which create a hardship to Mr. and Mrs. Koroski. The existing wetlands preclude Mr. and Mrs. Koroski from constructing adequate frontage within the Dana Street layout to access the lot and meet the current Zoning Ordinance.**

2. That due to those circumstances especially affecting the land or structure, literal enforcement of the provisions of the Zoning Ordinance or By Law would involve substantial hardship, financial or otherwise, to the petitioner or appellant.

**Response: As was previously stated, Mr. and Mrs. Koroski purchased the property with the specific intent to develop a single family dwelling on the vacant parcel of land and add the property to the City tax rolls. During the permitting process, Mr. and Mrs. Koroski have spent a substantial amount of money in attempt to ascertain the necessary approvals to construct the single family dwelling. We feel that the given the history of the project, there is a substantial hardship that would be developed with literal enforcement of the provisions of the Zoning Ordinance related to frontage.**

3. That desirable relief may be granted without nullifying or substantially derogating from the intent or purpose of the Zoning Ordinance or By Law.

**Response: We feel that the relief may be granted without nullifying or substantially derogating from the intent of the Zoning Ordinance as the subject parcel will meet all other requirements of the Zoning Ordinance with the exception of frontage. The proposed driveway is adequate to provide access to one single family dwelling and due to the existing wetlands further along Dana Street, there would be no way to develop any additional lots off of this driveway.**

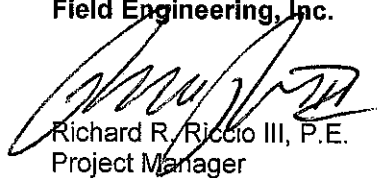


4. That desirable relief may be granted without substantial detriment to the public good.

**Response: We feel that the relief may be granted without substantial detriment to the public good as the single family dwelling is consistent with the uses in this area. In addition, there may be a benefit to the public good, as part of this project the applicant is proposing to perform some drainage improvements at the end of Dana Street to minimize the amount of runoff that ponds at the end of the roadway in current conditions. This will consist of constructing a paved apron within the Dana Street layout which will direct the runoff off the roadway. The applicant is also proposing a crushed stone drainage trench along the proposed driveway to provide for some attenuation of the runoff from the site prior to reaching the wetlands.**

In closing, once again we respectfully request approval of a Variance for a Reduction in Frontage at the above reference location. We feel that we have a classic case of hardship based on the history of the project and the constraints on the subject parcel. We look forward to discussing this Petition at the next available Board of Appeals meeting. If you need anything further, please do not hesitate to call me at our Mattapoissett Office at (508) 758-2749.

Very truly yours,  
**Field Engineering, Inc.**



Richard R. Riccio III, P.E.  
Project Manager

cc: Kenneth and Arminda Koroski

Attachments (2)

1. Variance Petition with Supporting Documents
2. Proposed Site Plan dated 5/12/05 and last revised 11/17/14 prepared for Kenneth Koroski

BK 7133 PG 226  
08/20/04 02:10 DOC. 30488  
Bristol Reg. S.D.

MASSACHUSETTS CORPORATION QUITCLAIM 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 12IB, and having its principal office and  
place of business at 700 Pleasant Street, New Bedford, Bristol County,  
Commonwealth of Massachusetts, (hereinafter called the "Grantor"), in consideration  
of TWENTY-FIVE THOUSAND and 00/100 (\$25,000.00) DOLLARS,  
paid by KENNETH KOROSKI and ARMINDA KOROSKI, husband and wife as  
Tenants by the Entirety  
having an address at 43 Lambeth Street, New Bedford, Massachusetts 02745  
(hereinafter called the "Grantee"),

grants to the Grantee, with quitclaim covenants, a certain parcel of land, together with  
all buildings, improvements and structures thereon

located within said New Bedford, Bristol County, Commonwealth of Massachusetts  
and more particularly bounded and described

as follows:

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

THIS CONVEYANCE is made under and subject to:

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 Redevelopment Contract & Access Agreement between the parties as hereinafter modified, amended and extended from time to time with the approval of the Grantee, its successors and assigns, which is recorded herewith.

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 in the Redevelopment Contract & Access Agreement dated June 15, 2004, as amended, 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

Bristol South Registry of Deeds Not for Official Use

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 Redevelopment Contract & Access Agreement.

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 Redevelopment Contract & Access Agreement, 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, 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 December 31, 2034, or 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 Redevelopment Contract & Access Agreement, and is 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 is or remains any owner of any land or interest therein to which said covenants relate.

The following express conditions:

That the Grantee, its successors or assigns shall within two (2) months of the date of this deed commence and within twelve (12) months from the date of this deed complete the construction of the Improvements to the Property in accordance with the

Bristol South  
Registry of Deeds

Bristol South  
Registry of Deeds

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 Official Use

Not for

Not for

said Redevelopment Contract & Access Agreement 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 Redevelopment Contract & Access Agreement, 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 Redevelopment Contract & Access Agreement, as amended, 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 Redevelopment Contract & Access Agreement, as amended, 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 Redevelopment Contract & Access Agreement, 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 Redevelopment Contract & Access Agreement, as amended, 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 Redevelopment Contract & Access Agreement, 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.

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 Official Use

Not for

Not for

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 Redevelopment Contract & Access Agreement in existence at the time of the said breach and the rights or interests provided in said Redevelopment Contract & Access Agreement 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 Redevelopment Contract & Access Agreement, as amended, 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 re-vesting of title thereof in the Grantor.

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 Redevelopment Contract & Access Agreement, 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

Bristol South  
Registry of Deeds

Bristol South  
Registry of Deeds

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 Official Use

Not for

Not for

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 Redevelopment Contract & Access Agreement.

F. This conveyance is subject to all the terms, conditions, covenants and stipulations set forth in the Redevelopment Contract & Access Agreement dated June 15, 2004, as amended, which is 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 they are set forth herein. It is expressly agreed however, that said Redevelopment Contract & Access Agreement, as amended, shall not merge into this conveyance by reason of its incorporation by reference.

Bristol South  
Registry of Deeds

Bristol South  
Registry of Deeds

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 Official Use

Not for

Not for

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed, acknowledged and delivered, in its name and behalf, on the 20<sup>th</sup> day of August 2004, by Leo R. Poineau, its Chairman and its corporate seal to be hereunto affixed.

NEW BEDFORD REDEVELOPMENT AUTHORITY

By: Leo R. Poineau  
Leo R. Poineau, its Chairman

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS.

August 20, 2004

Then personally appeared the above-named Leo R. Poineau, Chairman, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the within document, and acknowledged the foregoing Instrument to be his free act and deed as Chairman of the NEW BEDFORD REDEVELOPMENT AUTHORITY, before me

Michael A. Kehoe  
Notary Public

My commission expires: \_\_\_\_\_



Bristol South  
Registry of Deeds

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

Not for Official Use

Not for

Official Use





# New Bedford Redevelopment Authority

*Leo R. Poineau, Chairman*

## CERTIFICATE OF VOTE

I, Robert Gaumont, hereby certify that I am the duly elected and incumbent Clerk of the New Bedford Redevelopment Authority, a public body, politic and corporate, duly organized and existing under Massachusetts General Laws, Chapter 121B; and that the following is a true extract record of a duly called meeting of the Board of Directors of said Authority held at the Authority's office at 700 Pleasant Street, New Bedford, Massachusetts on April 5, 2004 at 4:00 P.M.

It was voted: that the New Bedford Redevelopment Authority authorize it's Chairman, Leo R. Poineau, or it's Vice Chairman, Marcel Berube to sign any necessary documents including the deed to complete the sale of the vacant parcel of land on Dana Street known as Map 125A Lot 473 of the New Bedford Assessor's Map, New Bedford, MA to Kenneth and Arminda Koroski

I further certify that the foregoing vote now remains in full force and effect

I further certify that Leo R. Poineau is the current Chairman, Marcel Berube is the current Vice Chairman and that Robert Gaumont is the current Clerk of the aforesaid New Bedford Redevelopment Authority.

Robert Gaumont  
Clerk

**EXHIBIT "A"**

These certain parcels of land located in the City of New Bedford, Bristol County, Massachusetts, being described as lots 153 and 154 on a plan of land styled "Plan for Description Showing Land Sold by City of New Bedford, dated June 19, 1915, According to Board of Survey Plan", 1"=100', said plan being prepared by the City of New Bedford Engineer on August 2, 1915 and recorded in the Bristol County (S.D.) Registry of Deeds, Plan Book 14 page 38.

Said land is also known as City of New Bedford lots 473 and 474 on Assessors Plat 125-A. Said parcel contains 23.50 square rods more or less.

Said property was acquired by the City of New Bedford through a deed dated November 2, 1945, which deed was recorded in the Bristol County (S.D.) Registry of Deeds, book 903 page 301.

Bristol South  
Registry of Deeds

Bristol South  
Registry of Deeds

Not for Official Use

Bristol South  
Registry of Deeds

Not for Official Use

Bristol South  
Registry of Deeds

Not for

' South  
eds

ial Use

Not for

**REQUEST FOR ABUTTER'S LIST**

DEPARTMENT

PLANNING

I, Concetta Almeida 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", Re: Plot 125A and Lot 473 are duly recorded and appear on the most recent tax list. Date 1/28/2014

DEPARTMENT

PLANNING

CITY CLERKS OFFICE  
NEW BEDFORD, MA  
2014 JAN 23 P 3:18  
CITY CLERK

Subject Property:  
Map 125A Lot 473

Location Dana Street, New Bedford, MA

Owner Name Kenneth & Armina Koroski

Mailing Address 43 Lambeth Street, New Bedford, MA 02745

Contact Person Rebecca Carvalho - Field Engineering Co., Inc.

Telephone Number (508) 758-2749

Reason for Request:  
The owner proposes to submit a Variance Application to the New Bedford Zoning Board of Appeals for the proposed construction of a single family dwelling.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

January 27, 2014

Dear Applicant,

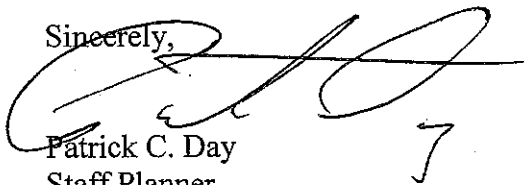
Please find below the List of Abutters within 300 feet of the property known as ES Dana Street (125A-473). The current ownership listed herein must be checked and verified by the City of New Bedford Assessor's Office. Following said verification, the list shall be considered a Certified List of Abutters.

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  |
|------------|--|--|
| 125-108    | 32 LAMBETH ST                                  | L&S INDUSTRIES INC,<br>P O BOX 50097<br>NEW BEDFORD, MA 02745 ✓  |
| 125-48     | DALTON ST                                      | DOSSANTOS ERNESTO,<br>525 NORTH FRONT STREET<br>NEW BEDFORD, MA 02745 ✓  |
| 125A-467-A | 34 DANA ST                                     | AMARAL DARIO, AMARAL LIGIA<br>34 DANA STREET<br>NEW BEDFORD, MA 02745 ✓  |
| 125A-468-A | 38 DANA ST                                     | SANTOS RORY K, SANTOS DONNA M<br>38 DANA ST<br>NEW BEDFORD, MA 02745 ✓   |
| 125A-470   | 56 DANA ST                                     | BERNARDO ANGIE,<br>56 DANA ST<br>NEW BEDFORD, MA 02745 ✓   |
| 125A-473   | DANA ST  | KOROSKI KENNETH, KOROSKI ARMINDA<br>43 LAMBETH ST<br>NEW BEDFORD, MA 02745 ✓   |
| 125A-477   | DANA ST  | <del>LAVIGNE ARTHUR A,</del> C/O JEANNINE TRANFAGLIA<br>10 HITCHING POST ROAD <i>ROLAND H. LAVIGNE</i><br>MATTAPOISETT, MA 02739 ✓ |
| 125A-479   | LAMBETH ST                                     | <del>LAVIGNE ARTHUR A,</del> C/O JEANNINE TRANFAGLIA<br>10 HITCHING POST ROAD <i>ROLAND H. LAVIGNE</i><br>MATTAPOISETT, MA 02739 ✓ |
| 125A-480   | <del>EDGEWOOD ST</del><br><i>E.S. DANA ST.</i> | CITY OF NEW BEDFORD, MCCROHAN TIMOTHY F<br>131 WILLIAM ST<br>NEW BEDFORD, MA 02740 ✓   |
| 125A-483   | LAMBETH ST                                     | CITY OF NEW BEDFORD, MCCROHAN TIMOTHY F<br>131 WILLIAM ST<br>NEW BEDFORD, MA 02740 ✓   |
| 125A-487   | 43 LAMBETH ST                                  | KOROSKI KENNETH, KOROSKI ARMINDA<br>43 LAMBETH ST<br>NEW BEDFORD, MA 02745 ✓   |
| 125A-490   | 41 LAMBETH ST                                  | COSTA THERESA K,<br>41 LAMBETH STREET<br>NEW BEDFORD, MA 02745 ✓   |
| 125A-493   | 37 LAMBETH ST                                  | BENEVIDES LUIS R, BENEVIDES MARIA C<br>37 LAMBETH STREET<br>NEW BEDFORD, MA 02745 ✓  |

|          |               |   |   |
|----------|---------------|---|---|
| 125A-495 | 35 LAMBETH ST | TAVARES DAVID A, TAVARES MINDA A<br>35 LAMBETH STREET<br>NEW BEDFORD, MA 02745  | ✓ |
| 125A-498 | 29 LAMBETH ST | WHORISKEY RICHARD, WHORISKEY LINDA<br>29 LAMBETH STREET<br>NEW BEDFORD, MA 02745  | ✓ |
| 125A-510 | 41 DANA ST    | GRASELA JAMES W, CORRON E GRASELA<br>41 DANA ST<br>NEW BEDFORD, MA 02745  | ✓ |
| 125A-512 | 37 DANA ST    | GONCALO ANTONIO T 'TRS', GONCALO MARIA H 'TRS'<br>37 DANA STREET<br>NEW BEDFORD, MA 02745   | ✓ |
| 125A-513 | 33 DANA ST    | FATULA DEBRA A, FATULA DAVID J<br>33 DANA STREET<br>NEW BEDFORD, MA 02745   | ✓ |
| 125A-525 | DANA ST       | GRASELA JAMES W, GRASELA CORRON E<br>41 DANA ST<br>NEW BEDFORD, MA 02745  | ✓ |
| 125A-526 | DANA ST       | GRASELA JAMES W, CORRON E GRASELA<br>41 DANA ST<br>NEW BEDFORD, MA 02745  | ✓ |
| 125A-527 | DALTON ST     | GRASELA JAMES W, GRASELA CORRON E<br>41 DANA ST<br>NEW BEDFORD, MA 02745  | ✓ |
| 125A-534 | DALTON ST     | GRASELA JAMES W, GRASELA CORRON E<br>41 DANA ST<br>NEW BEDFORD, MA 02745  | ✓ |
| 125A-535 | DALTON ST     | GRASELA JAMES W, CORRON E GRASELA<br>41 DANA ST<br>NEW BEDFORD, MA 02745  | ✓ |
| 125A-9   | 64 LAMBETH ST | VIGEANT ROLAND J., <i>64 LAMBETH STREET LLC</i><br><del>2594 ACUSHNET AVE</del> <i>475 ROUNSEVILLE RD.</i><br>NEW BEDFORD, MA 02745 <i>ROCHESTER, MA - 02770-2019</i> | ✓ |

Sincerely,



Patrick C. Day  
Staff Planner

ALFRED M BESSETTE MEMORIAL HWY

EXIT 4



- 125-43
- 125-44
- 125-45
- 125-49
- 125-50
- 125-51
- 125-52
- 125-53
- 125-54
- 125-55
- 125-56
- 125A-11
- 125A-168
- 125A-184
- 125A-187
- 125A-22
- 125A-278
- 125A-283
- 125A-287
- 125A-301
- 125A-306
- 125A-311
- 125A-313
- 125A-321
- 125A-331
- 125A-339
- 125A-351
- 125A-352
- 125A-353
- 125A-354
- 125A-355
- 125A-356
- 125A-357
- 125A-358
- 125A-359
- 125A-360
- 125A-361
- 125A-362
- 125A-363
- 125A-364
- 125A-365
- 125A-366
- 125A-367
- 125A-368
- 125A-369
- 125A-370
- 125A-371
- 125A-372
- 125A-373
- 125A-374
- 125A-375
- 125A-376
- 125A-377
- 125A-378
- 125A-379
- 125A-380
- 125A-381
- 125A-382
- 125A-383
- 125A-384
- 125A-385
- 125A-386
- 125A-387
- 125A-388
- 125A-389
- 125A-390
- 125A-391
- 125A-392
- 125A-393
- 125A-394
- 125A-395
- 125A-396
- 125A-397
- 125A-398
- 125A-399
- 125A-400
- 125A-401
- 125A-402
- 125A-403
- 125A-404
- 125A-405
- 125A-406
- 125A-407
- 125A-408
- 125A-409
- 125A-410
- 125A-411
- 125A-412
- 125A-413
- 125A-414
- 125A-415
- 125A-416
- 125A-417
- 125A-418
- 125A-419
- 125A-420
- 125A-421
- 125A-422
- 125A-423
- 125A-424
- 125A-425
- 125A-426
- 125A-427
- 125A-428
- 125A-429
- 125A-430
- 125A-431
- 125A-432
- 125A-433
- 125A-434
- 125A-435
- 125A-436
- 125A-437
- 125A-438
- 125A-439
- 125A-440
- 125A-441
- 125A-442
- 125A-443
- 125A-444
- 125A-445
- 125A-446
- 125A-447
- 125A-448
- 125A-449
- 125A-450
- 125A-451
- 125A-452
- 125A-453
- 125A-454
- 125A-455
- 125A-456
- 125A-457
- 125A-458
- 125A-459
- 125A-460
- 125A-461
- 125A-462
- 125A-463
- 125A-464
- 125A-465
- 125A-466
- 125A-467
- 125A-468
- 125A-469
- 125A-470
- 125A-471
- 125A-472
- 125A-473
- 125A-474
- 125A-475
- 125A-476
- 125A-477
- 125A-478
- 125A-479
- 125A-480
- 125A-481
- 125A-482
- 125A-483
- 125A-484
- 125A-485
- 125A-486
- 125A-487
- 125A-488
- 125A-489
- 125A-490
- 125A-491
- 125A-492
- 125A-493
- 125A-494
- 125A-495
- 125A-496
- 125A-497
- 125A-498
- 125A-499
- 125A-500
- 125A-501
- 125A-502
- 125A-503
- 125A-504
- 125A-505
- 125A-506
- 125A-507
- 125A-508
- 125A-509
- 125A-510
- 125A-511
- 125A-512
- 125A-513
- 125A-514
- 125A-515
- 125A-516
- 125A-517
- 125A-518
- 125A-519
- 125A-520
- 125A-521
- 125A-522
- 125A-523
- 125A-524
- 125A-525
- 125A-526
- 125A-527
- 125A-528
- 125A-529
- 125A-530
- 125A-531
- 125A-532
- 125A-533
- 125A-534
- 125A-535
- 125-108
- 125-106
- 125-12
- 125-13
- 125-145
- 125-112
- 125-113
- 127A-231
- 127A-232
- 127A-233
- 127A-234
- 127A-235
- 127A-236
- 127A-237
- 127A-238
- 127A-239
- 127A-240
- 127A-241
- 127A-242
- 127A-243
- 127A-244
- 127A-245
- 127B-491
- 127B-492
- 127B-493
- 127B-494
- 127B-495
- 127B-496
- 127B-497
- 127B-498
- 127B-499
- 127B-500
- 127B-501
- 127B-502
- 127B-503
- 127B-504
- 127B-505
- 127B-506