



# NEW BEDFORD COMMUNITY PRESERVATION COMMITTEE

## STEP II

# COMMUNITY PRESERVATION ACT PROJECT APPLICATION FY24

Project Application Deadline:

**NOVEMBER 17, 2023 by NOON**

**No late submissions will be accepted.**

Applicants must submit this application no later than Noon on Friday, November 17, 2023. *Please review the entire application packet before completing the application.*

Applications will not be accepted--regardless of project eligibility--unless the STEP I Project Eligibility Determination Form was submitted and approved by the Community Preservation Committee.

COMMUNITY PRESERVATION COMMITTEE  
Department of City Planning  
City Hall Room 303 | 133 William Street  
(508)979-1488 [cpa@newbedford-ma.gov](mailto:cpa@newbedford-ma.gov)

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CITY OF NEW BEDFORD  
**COMMUNITY PRESERVATION ACT FY24  
PROJECT APPLICATION**

**PROJECT INFORMATION – Please complete all questions**

PROJECT TITLE	Steeple Playhouse/First Baptist Restorations		WARD	4
PROJECT LOCATION	159 William Street, New Bedford, MA			
LEGAL PROPERTY OWNER OF RECORD	Your Theatre, Inc. and WHALe			
CPA PROGRAM CATEGORY (Select relevant categories for your project)	<input type="checkbox"/> OPEN SPACE		<input checked="" type="checkbox"/> HISTORIC RESOURCE	
	<input type="checkbox"/> RECREATION		<input type="checkbox"/> HOUSING	
ESTIMATED START DATE	May 2024	ESTIMATED COMPLETION DATE	November 2024	
ONE SENTENCE DESCRIPTION OF PROJECT	Project will support window and roof renovation and repair to the fencing and walls surrounding the Steeple Playhouse.			

**APPLICANT INFORMATION**

APPLICANT ORGANIZATION NAME	Your Theatre, Inc.		
APPLICANT IS (Check only one)	<input type="checkbox"/> CITY DEPARTMENT	<input checked="" type="checkbox"/> NON-PROFIT	<input type="checkbox"/> PRIVATE GROUP/CITIZEN
CO-APPLICANT ORGANIZATION NAME (If applicable)			
CO-APPLICANT IS (Check only one)	<input type="checkbox"/> CITY DEPARTMENT	<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> PRIVATE GROUP/CITIZEN
PROJECT CONTACT PERSON	Michele DeMary		
MAILING ADDRESS	Your Theatre, Inc., 136 Rivet Street, New Bedford, MA, 02744		
TELEPHONE NUMBER	508-993-0772	EMAIL:	info@yourtheatre.org; demaryfort@aol.com

**BUDGET SUMMARY**

CPA FUNDING REQUEST (must match CPA request-line 1 of Project Budget on page 8)	\$61,321
TOTAL BUDGET FOR PROJECT	\$71,321

**SIGNATURES**

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

APPLICANT NAME (printed)	SIGNATURE	DATE:
CO-APPLICANT NAME (printed)	SIGNATURE	DATE:

## Submission Checklist

The following items should be organized on your submitted flash drive in folders named for each applicable section below (e.g., Application, Financial, etc.). Please check off each item on this list if it is included in your submission packet. **Note: not all items will apply to each project.**

APPLICATION	
<input checked="" type="checkbox"/>	Application Information (page 1)
<input checked="" type="checkbox"/>	Submission Checklist (this page)
<input checked="" type="checkbox"/>	Narrative/Project Management/Category Specific Section/Financial (pages 3-7)
<input checked="" type="checkbox"/>	Project Schedule – Project Budget – Funding Sources Summary (page 8)
<input type="checkbox"/>	Construction Budget Summary – to be complete for construction projects ONLY (page 9)
<input checked="" type="checkbox"/>	Certificate of Vote of Corporation and Tax Compliance Certification (page 10) must be completed by both applicant and co-applicant. Form must be completed by authorized board member. *Certificate of Vote named person must be different person from signer of the certificate.
FINANCIAL	
<input checked="" type="checkbox"/>	1 written quote from a contractor and 1 cost estimate from an architect <b>OR</b> 2 written quotes from a contractor <b>(Quotes must be submitted with application – late submissions will not be accepted)</b>
<input type="checkbox"/>	Proof of secured funding (commitment letters or bank statements), if applicable. <b>Please redact account numbers and any sensitive information.</b>
OWNERSHIP/OPERATION (NON-CITY)	
<input type="checkbox"/>	If the applicant is not the owner, attach documentation of site control or written consent of owner to undertake the project. <i>Applications will not be reviewed without this documentation.</i>
<input checked="" type="checkbox"/>	Certificate of Good Standing (if operating as a corporation)
<input checked="" type="checkbox"/>	501(c)(3) certification (if operating as a non-profit)
<input checked="" type="checkbox"/>	Purchase & Sale agreement or copy of current recorded deed, if applicable.
COMMUNITY SUPPORT	
<input type="checkbox"/>	Letters of support from residents, community groups, city departments, boards or commissions, etc.
PLANS & REPORTS	
<i>The following plans and reports, if available, will strength your application. Submit in digital format only.</i>	
<input type="checkbox"/>	Renderings, site plans, engineering plans, design/bidding plans, specifications, and any MAAB variance requests.
<input type="checkbox"/>	Applicable reports (21E, Historic Structure Report, appraisals, survey plan, feasibility studies, etc.)
VISUAL	
<input checked="" type="checkbox"/>	Map of the property location (if applicable, show wetlands and wetland buffers, flood plain, water bodies, parks, open spaces, rails, and other features pertinent to the project). Applicants may use the City's interactive mapping website.
<input checked="" type="checkbox"/>	Photos of the project site (not more than four views per site) Digital copies <u>only</u> .
<input type="checkbox"/>	Catalog cuts (i.e. recreation equipment) if applicable.
FOR HISTORIC RESOURCE PROJECTS ONLY	
<input checked="" type="checkbox"/>	Documentation stating the project is listed on the State Register of Historic Places or a written determination from the New Bedford Historical Commission that the resource is significant in the history, archeology, architecture, or culture of New Bedford.
<input checked="" type="checkbox"/>	Photos documenting the condition of the property. Digital copies <u>only</u> .
<input type="checkbox"/>	Report or condition assessment by a qualified professional describing the current condition of the property, if available.
<input checked="" type="checkbox"/>	I/We have read the <b><i>U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties</i></b> and understand that planning for and execution of this project must meet these standards.

## PROJECT NARRATIVE

### 1 GENERAL NARRATIVE (1000 Character Maximum)

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

The former First Baptist Church, now the Steeple Playhouse (Steeple), is located at 159 William St., in the heart of the Upper William Street Cultural District. Renovation of this historic structure is nearing completion thanks to much support from the City of New Bedford and WHALe as well as grants from the state and support of patrons. The building is now the permanent performance space for Your Theatre, Inc. (YTI). It will also soon become the host for numerous other artistic and civic events as well as the site for a permanent exhibit recognizing the site as the birthplace of Robert's Rules of Order, bringing hundreds of visitors to the New Bedford city center. YTI hopes to use 2024 CPA funds to complete two projects that are essential to maintaining the structure and preserving energy (storm windows and roof repair) and three others that will restore the property to its original form (stone wall, cast-iron fence, railings).

### 2 COMMUNITY NEED (1000 Character Maximum)

- What community need(s) listed in the FY24 CPA Plan will this project address? How does the project benefit the public and what populations(s) will it serve? If it serves a population currently underserved, please describe.
- How does the project preserve and enhance the character of New Bedford?

CPA funds as well as funds from the state, WHALE, YTI, and many private donors have contributed to the preservation and restoration of this historic gem. Collectively, the elements of this project will serve the Community Preservation Plan primary criteria of offering a "feasible strategy for ongoing maintenance of a CPA-funded project [roof, windows, fence, stone wall]," a project that will "serve multiple needs [historic, cultural, and educational] and populations [open to various cultural, historic, educational, and business groups in the community]." It will serve performing arts lovers and performing artists from across the Southcoast with performances by YTI, other theaters, choral groups, dance troupes, improv companies, and more. It will serve civic organizations looking for meeting venues and be available to private parties for weddings or other observations. YTI's commitment to maintaining this beautiful structure adds to the historic nature of the city center.

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

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

YTI expects to meet the following goals which promote the Community Preservation Plan goals of preserving a historic resource of significance whose survival may depend upon more than market forces and supporting the adaptive reuse of historic properties.

- Renovate roof over main entrance and install storm windows on original building; each of these is essential to protecting the building from the elements and ensuring energy efficiency. They meet the following Historic Preservation Criteria: "Building envelope requires immediate attention, without which the resource is a risk for significant damage or loss if unaddressed."

- Restore the following three items on the exterior of the building, maintaining the property in its original state: stabilize the stone wall in front, renovate the wrought cast iron fence and its base, and return railings to the bottom two steps leading up to the main entrance.

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

- *How will the success of this project be measured?*

The success of this project will be measured, simply, by project completion. By the end of 2024 YTI expects to have the roof project completed and the storm windows installed. This will not only ensure protection of this building into which many resources have already been poured, but should also result in reduced energy consumption (and costs!) for YTI in the winter of 2024/2025 and protection from drafts for the many patrons and artists who will use the facility. The work on the grounds will also be completed by the end of 2024, with the fence and stone wall repaired and stabilized to stand upright for many years to come. The railing will be installed, not only restoring this element but also ensuring greater safety for patrons as they enter the building.

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

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

The Steeple Playhouse has been supported by many groups and individuals during its renovation, including the extensive knowledge, funding, and support of WHALe. Other ongoing support has been provided by the following:

- The Mayor's office and Community Development and Planning Dept have provided extensive project assistance and support
- The National Trust for Historic Preservation and has declared the site a National Treasure
- Non-profit groups: Seaglass Theatre, 3rd Eye Unlimited, Culture\*Park, New Bedford Ballet, The Collective, YMCA, Gallery X, NBAM/ArtWorks, Queer Arts Council, New Bedford Festival Theater, New Bedford Historical Society, Zeiterion Theater
- Private partners including Bristol County Savings Bank and the Amelia Peabody Foundation
- Parliamentarians from around the country
- The First Baptist Congregation
- The National Park Service
- South Coast Community Foundation
- Massachusetts Cultural Council
- 1772 Foundation
- MassDevelopment
- New Bedford Creative

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

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

Several of these items are of an urgent nature. Repair of the roof over the main entrance, especially of the flashing that is pulling away from the roof, is essential to ensure that the main entrance does not suffer any damage from the elements. The installation of the storm windows is of immediate importance to ensure that patrons and artists will be able to use the building in comfort (the big windows are very drafty) and that the building is as energy efficient as possible. The handrail on the lower steps is essential for safety reasons (especially for older patrons). The repair of the stone wall and the cast iron fence are key to completing the renovation of this building, bringing it back to its former luster as a historic gem in the city center.

# PROJECT MANAGEMENT

## 1 APPLICANT INFORMATION (1000 Character Maximum)

- Describe applicant. Is applicant a public entity, private non-profit, private for-profit, an individual, a partnership, or another type of entity? What is their history and background?
- Identify and describe the roles of all participants (applicants, architects, contractors, etc.) including the project manager.
- Describe any past projects of similar type and scale, or experience that demonstrates the applicant's ability to carry out this project.

Your Theatre, Inc. (YTI) is a non-profit, community theater group in New Bedford. Founded in 1946, the theatre has operated continuously since that time, producing four to seven shows each season. Its mission is to create and celebrate the arts with the Southcoast community in an inclusive theatre environment. With the opening of the Steeple Playhouse, it will fulfill this mission for the first time in its own building, providing a venue for quality arts performances by the YTI company as well as other arts organizations who will be able to rent this space. YTI is also in the process of hiring its first full-time executive director who will work with the Board to oversee all aspects of property management. They will work with the Board and YTI's business manager to manage each of these restoration/rehabilitation projects. YTI Board members have worked closely with WHALe in managing the ongoing renovation of this facility and are well-prepared to manage these smaller projects.

## 2 PROJECT FEASIBILITY (1000 Character Maximum)

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

YTI is aware of no barriers to completing these items in its final rehabilitation and renovation. We were able to find contractors willing to take on the two specialized elements of this project. This includes the building of storm windows which provide blackout shades for performances while still maintaining the historic integrity of the building and the restoration of the unique cast iron fence in the front of the building. We are aware that we must comply with historic restrictions due to the Preservation Restriction on the building as well as the Historic Tax Credits that helped to fund Steeple's renovations. We have been in contact with Anne Louro (Preservation Planner for New Bedford) about this project and will continue to connect with her before any action is taken to ensure we remain in compliance with restrictions. WHALe has also agreed to provide ongoing technical assistance in this matter.

## 3 PROJECT MAINTENANCE (1000 Character Maximum)

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

Your Theatre and WHALe are nearing completion of the restoration of this historic site, and anticipate finishing all final elements within the next 18 months. At that point, and with the assistance of a soon-to-be-hired full time executive director, the Board of Your Theatre will develop a maintenance plan to ensure that the building will be regularly maintained as needed, including care of the building and surrounding property. A maintenance line item will be added to the budget to ensure funds are set aside for this purpose. A regular inspection by an architect or contractor who is familiar with the building or with similar historic structures will be a part of the maintenance plan. In addition, as a performing arts space, Your Theatre staff and volunteers will be using the building regularly so as to notice any unexpected maintenance projects that arise.



## COMPLETE FOR HISTORIC RESOURCE PROJECTS ONLY

### CPA Compliance (1000 Character Maximum)

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

The Steeple Playhouse/First Baptist Church project has been in full compliance with the U.S. Secretary of the Interior's Standards for Rehabilitation throughout the renovation process. The restoration project plans for this project were reviewed and approved by the MA Historical Commission, the building has a Preservation Restriction in place, and the project has received State Historic Tax Credits. As noted above, YTI will work with the NB Historical Commission and the city's preservation planner to be sure that these remaining renovations comply with all restrictions. WHALe, with its significant experience in complying with the Secretary's standards, has agreed to provide ongoing technical assistance to YTI in such matters.

## COMPLETE FOR PROJECTS WITH ACCESSIBILITY REQUIREMENTS ONLY

### CPA Compliance (500 Character Maximum)

- Describe how the proposed project complies with the [ADA/MAAB Regulations](#).

Thanks to 2022 CPA funding, the Steeple has been made fully compliant with ADA/MAAB regulations. The building is fully accessible (ramp and door on east side; accessible bathrooms; chair lift to main performance space, handicapped parking locations). In completing this renovation work, WHALe, with the architect and general contractor, worked with the Massachusetts Architectural Access Board (MAAB) to obtain their informal approval of plans before work began to make sure they were in compliance.

## COMPLETE FOR COMMUNITY HOUSING PROJECTS ONLY

### CPA Compliance (500 Character Maximum)

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

Not applicable.



## PROJECT FINANCIAL INFORMATION

### 1 FINANCIAL INFORMATION (2000 Character Maximum)

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

YTI has applied to the Crapo Foundation to fund the windows and several other items and submitted a letter of intent to the 1772 Foundation to fund roofing projects.

These projects should be finished within a year and will not require further CPA funding. Our request is based on the following information and bids:

- \$10,000 – support for projects from other sources
- \$11,975 – cost for fence repair, an expensive proposition because of the cost of creating a new cast iron mold. We have submitted only one bid for this item as this work is quite specialized and Sousa and Sons were the only fence company who responded with the expertise to do the job.
- \$1,090 – cost of installation of handrail on lower two steps.
- \$19,420 – cost of righting the stone wall in front of the building and providing drainage to avoid future damage and work on the stone base of the fence from Dupre Contractors, a business which works closely with Sousa and Sons on such installations.
- \$4,200 – cost of repairing damaged roof above main entrance to the building.
- \$34,636 – cost of manufacturing and installing specialized storm windows with blackout curtains. These windows are essential to maintaining the historic presence of the building while providing the protection that storm windows offer. The attached bid (only one due to specialized nature of item) is from Allied for manufacturing and from A Plus General who has been the GC on the Steeple Playhouse renovations. The dollar amount on the bid was for the 21 windows in the performance space. We are also looking for additional funds to pay for the other 11 windows in the historic space; the bid reflects the cost of providing storms for all 32 windows.

If CPA funding is not available, we will prioritize items and will need to delay completion of projects until funds are raised.

## PROJECT SCHEDULE – PROJECT BUDGET – FUNDING SOURCE SUMMARY

### PROJECT SCHEDULE

Please provide a project timeline below, noting all project milestones. Please note the City Council must approve all appropriations of CPA funds. Grant funding will not be available for disbursement until July 1, 2024.

	ACTIVITY	ESTIMATED DATE
PROJECT START DATE:	Develop timeline; contact vendors	5/1/24
PROJECT MILESTONE:	All contractors committed	5/20/24
50% COMPLETION STAGE:	Roof, rails, stone wall done	8/15/24
PROJECT MILESTONE:	Fence design cast, windows ordered	9/30/24
PROJECT COMPLETION DATE:	All five elements complete	11/30/24

### ANTICIPATED PROJECT BUDGET

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

If the project received CPA funds in another fiscal year, please include this amount on a separate line, not on line 1.

FUNDING SOURCES		EXPENSES				
		STUDY	SOFT COSTS*	ACQUISITION	CONSTRUCTION**	TOTAL
1	NEW BEDFORD CPA FY24***	\$	\$	\$	\$ 61,321	\$ 61,321
2	1772 Foundation	\$	\$	\$	\$ 5,000	\$ 5,000
3	Crapo Foundation	\$	\$	\$	\$ 5,000	\$ 5,000
4		\$	\$	\$	\$	\$
5		\$	\$	\$	\$	\$
6		\$	\$	\$	\$	\$
7		\$	\$	\$	\$	\$
TOTAL PROJECT COSTS		\$	\$	\$	\$	\$ 71,321

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

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

\*\*\*New Bedford CPA (Line 1) amount should match the amount requested on the application cover page.

### ANTICIPATED FUNDING SOURCE SUMMARY

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

FUNDING SOURCE		STATUS OF FUNDING
1	1772 Foundation	Letter of interest submitted 11/6/23; will submit grant application if invited - pending
2	Crapo Foundation	Grant submitted 10/29/23 - application pending
3		
4		
5		
6		
7		

**CONSTRUCTION BUDGET**  
To be completed for construction projects only

ACTIVITY	CPA FUNDS	OTHER FUNDS	TOTAL
<b>Acquisition Costs</b>			
Land	\$	\$	\$
Existing Structures	\$	\$	\$
Other acquisition costs	\$	\$	\$
<b>Site Work (not in construction contract)</b>			
Demolition/clearance	\$	\$	\$
Other site costs	\$	\$	\$
<b>Construction/Project Improvement Costs</b>			
New Construction	\$	\$	\$
Rehabilitation	\$	\$	\$
Performance bond premium	\$	\$	\$
Construction contingency (30%)	\$	\$	\$
Other		\$	\$
<b>Architectural and Engineering (See Designer Fee Schedule for guidance):</b> <a href="https://www.mass.gov/files/design_fee_schedule-dsb_2015_2007.pdf">https://www.mass.gov/files/design_fee_schedule-dsb_2015_2007.pdf</a>			
Architect fees	\$	\$	\$
Engineering fees	\$	\$	\$
Other A & E fees	\$	\$	\$
<b>Other Owner Costs</b>			
Appraisal fees	\$	\$	\$
Survey	\$	\$	\$
Soil boring/environmental/LBP	\$	\$	\$
Tap fees and impact fees	\$	\$	\$
Permitting fees	\$	\$	\$
Legal fees	\$	\$	\$
Other	\$	\$	\$
<b>Miscellaneous Costs</b>			
Developer fees	\$	\$	\$
Project reserves	\$	\$	\$
Relocation costs	\$	\$	\$
<b>Project Administration &amp; Management Costs</b>			
Marketing/management	\$	\$	\$
Operating/Maintenance	\$	\$	\$
Taxes	\$	\$	\$
Insurance	\$	\$	\$
Other	\$	\$	\$
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**CERTIFICATE OF VOTE OF CORPORATION AUTHORIZING  
EXECUTION OF CORPORATE AGREEMENTS**

At a meeting of the Board of Directors of Your Theatre, Inc. (organization) duly called and held on November 14, 2023 at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That Susan Richard (person), the President (title) of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and on behalf of the corporation, contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper.

A TRUE COPY, ATTEST:

Susan I. Richard

Name (printed)

\_\_\_\_\_  
Signature (Affix Corporate Seal)

President, Board of Directors

Title

November 16, 2023

Date

=====

**TAX COMPLIANCE CERTIFICATION**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Organization name

\_\_\_\_\_  
Federal Tax ID #

\_\_\_\_\_  
Date



CITY OF NEW BEDFORD  
**COMMUNITY PRESERVATION ACT FY24  
PROJECT APPLICATION**

**PROJECT INFORMATION – Please complete all questions**

PROJECT TITLE	Steeple Playhouse/First Baptist Restorations		WARD	4
PROJECT LOCATION	159 William Street, New Bedford, MA			
LEGAL PROPERTY OWNER OF RECORD	Your Theatre, Inc. and WHALe			
CPA PROGRAM CATEGORY (Select relevant categories for your project)	<input type="checkbox"/> OPEN SPACE		<input checked="" type="checkbox"/> HISTORIC RESOURCE	
	<input type="checkbox"/> RECREATION		<input type="checkbox"/> HOUSING	
ESTIMATED START DATE	May 2024	ESTIMATED COMPLETION DATE	November 2024	
ONE SENTENCE DESCRIPTION OF PROJECT	Project will support window and roof renovation and repair to the fencing and walls surrounding the Steeple Playhouse.			

**APPLICANT INFORMATION**

APPLICANT ORGANIZATION NAME	Your Theatre, Inc.		
APPLICANT IS (Check only one)	<input type="checkbox"/> CITY DEPARTMENT	<input checked="" type="checkbox"/> NON-PROFIT	<input type="checkbox"/> PRIVATE GROUP/CITIZEN
CO-APPLICANT ORGANIZATION NAME (If applicable)			
CO-APPLICANT IS (Check only one)	<input type="checkbox"/> CITY DEPARTMENT	<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> PRIVATE GROUP/CITIZEN
PROJECT CONTACT PERSON	Michele DeMary		
MAILING ADDRESS	Your Theatre, Inc., 136 Rivet Street, New Bedford, MA, 02744		
TELEPHONE NUMBER	508-993-0772	EMAIL:	info@yourtheatre.org; demaryfort@aol.com

**BUDGET SUMMARY**

CPA FUNDING REQUEST (must match CPA request-line 1 of Project Budget on page 8)	\$61,321
TOTAL BUDGET FOR PROJECT	\$71,321

**SIGNATURES**

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

APPLICANT NAME (printed) <i>Susan I Richard</i>	SIGNATURE <i>Susan I Richard</i>	DATE: <i>11/16/23</i>
CO-APPLICANT NAME (printed)	SIGNATURE	DATE:

**CERTIFICATE OF VOTE OF CORPORATION AUTHORIZING  
EXECUTION OF CORPORATE AGREEMENTS**

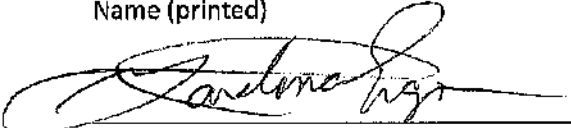
At a meeting of the Board of Directors of Your Theatre, Inc. (organization) duly called and held on November 14, 2023 at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That Susan I Richard (person), the President (title) of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and on behalf of the corporation, contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper.

A TRUE COPY, ATTEST:

**Gilberto Cardona-Erazo**

Name (printed)



(Affix Corporate Seal)

Signature

**Clerk**

**12/1/23**

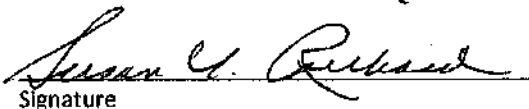
Title

Date

=====

**TAX COMPLIANCE CERTIFICATION**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature

**Susan I Richard**

Print Name

**Your Theatre, Inc.**

Organization name

**04-6024141**

Federal Tax ID #

**12/1/23**

Date





# WHALE

Waterfront Historic Area League

## **WHALE Board of Directors**

*President*  
Diana Henry

*Vice President*  
Jeremy Dagold

*2nd Vice President*  
Lee Blake

*Treasurer*  
Colleen Trahan

*Assistant Treasurer*  
Danielle Poyant

*Secretary & Clerk*  
June Goguen

*Asst. Secretary & Clerk*  
Peter J. Hawes

Andrew Burnes  
Melissa Costa  
Michael J. Murray  
Laura Parrish  
Carl Silva  
Ramon Silva  
Patricia Thornton  
David Wyzenbeek

## **WHALE Presidents' Council**

*Chair*  
Tony Souza

Arthur Bennett  
John Bullard  
Paul Downey  
Peter Hawes  
Peter Kavanaugh  
Lyn Keith  
Tenney Lantz  
Thomas Lyons  
Michael J. Murray  
Daniel Perry  
Anthony Sapienza  
David Slutz

November 6, 2023

City of New Bedford  
Community Preservation Committee  
133 Williams Street  
New Bedford, MA 02740

Dear CPA Committee Members,

This letter serves as approval and acknowledgement of the Community Preservation Act Grant submitted by Your Theatre, Inc. (YTI). The Waterfront Historic Area League, Inc. (WHALE) is a co-owner of the property at 159 William Street, also known as The Steeple Playhouse (formerly First Baptist Church) with YTI. As a co-owner we approve the grant application for CPA funding that will address remaining elements of rehabilitation to ensure the long-term viability and preservation of this iconic local landmark.

Sincerely,

Erin D. A. Miranda  
Executive Director



Sousa & Sons Iron Works Inc  
788 State Rd  
Dartmouth, MA 02747 US  
(508) 994-0962  
info@sousaironworks.com

## Estimate

**ADDRESS**

Steeple Playhouse  
159 William st  
New Bedford, Ma 02740

ESTIMATE #	DATE	
1918	11/14/2023	

**SALES REP**

Norberto Sousa

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Cast Iron Foundry</b>	2 impression epoxy pattern made from 1 supplied original good condition casting	1	5,500.00	5,500.00
	<b>Cast Iron Foundry</b>	casting per piece	5	575.00	2,875.00
	<b>Installation</b>	complete installation of 5 new castings ( price includes removal of 1 good casting and delivered to the foundry for pattern design , another trip for approval of pattern ,another trip for pickup of castings)	1	3,600.00	3,600.00

SUBTOTAL 11,975.00  
TAX 0.00  
**TOTAL \$11,975.00**

Accepted By

Accepted Date

# Costa Custom Metal Fabrication, Inc.

## Quote

Brian Costa  
Po Box 142  
East Freetown, MA. 02717  
[costametalfab@gmail.com](mailto:costametalfab@gmail.com)

774-930-0989

**DATE:** 13-Nov-23  
**Estimate#** 818

**Bill To:**

Your Theatre In.  
159 William St.  
New Bedford, MA.

**Eterior Front Step Railing**

Steeple Play House  
159 William St.  
New Bedford, MA.

**PROJECT**

Provide shop drawings, fabricate, paint, and install one 1 1/4" sched 40 two line pipe railing to match existing. Railing will be 32" tall to match existing as per customers request. 4" x 3/8" baseplates will be anchored to the granite steps with 3/8" x 4" galvanized wedge anchors.

PAYMENT TERMS	DUE DATE	LEAD TIME
30 Days		3-5 Weeks

ID	DESCRIPTION	HOURS	RATE	AMOUNT
	Materials			\$125.00
	Shop Labor			\$427.50
	Drawings			\$75.00
	Installation			\$367.50
	Paint			\$95.00

TERMS ARE 30 DAYS

Make all checks payable to Costa Custom Metal Fabrication, Inc.  
If you have any questions please call or email us.  
Thank you for your business.

**Total** **\$1,090.00**



**J. Jedrey  
850 Old Fall River Rd  
Dartmouth, MA 02747  
508.243.8662**

**11/1/2023**

**Quote for 2 step railing at Steeple Playhouse,  
159 William St NB**

**Fabricate steel railing to match existing in  
different location.**

**Paint.**

**Install into granite steps to allow removable  
railing.**

**Labor, materials and install estimate:  
\$1500**

# **A Plus General Contracting, Inc.**

**26 Onyx Drive. Dartmouth, MA 02747.**

## **Contract Change Order**

**149 Williams St. NB, MA 02740**

**The parties hereto have executed an Agreement dated July 6, 2023 in the amount of \$1,674,733.50 broken down into 3 phases consisting of Phase 1 \$768,540.00, Phase 2 \$446,502.00 and Phase 3 \$459,691.50 and have agreed through this Contract Change Order #10 for Phase 3 that the following changes will be added to this contract:**

- |   |                |
|---|----------------|
| <b>1. Install customers interior window shutters.</b>   | <b>\$3,125</b> |
| <b>2. Install customers storm windows.</b>  | <b>\$3,150</b> |
| <b>3. Paint all shutters, new trim &amp; hinges.</b>  | <b>\$1,300</b> |
| <b>4. In chapel demo cabinet and rotted wood flooring. Fix sagging floor joists. Replace flooring. Repair wall and paint to match existing.</b> | <b>\$6,000</b> |

**Total cost for Change Order #10 \$13,575**

**Said Change Order will amend agreement amount, including any previously approved change orders from \$1,674,733.50 to \$1,688,308.50 and Phase 3 from \$459,691.50 to \$473,266.50.**

**On Aug 8, 2023 the parties hereto executed this Change Order by signing below.**

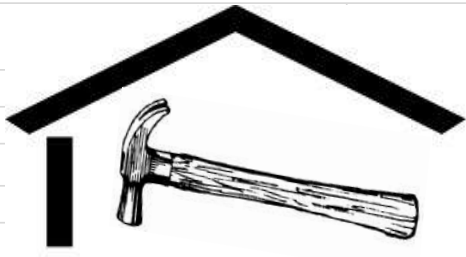
**A Plus General Contracting Inc.**

**WHALE/Owner**

**Architect**

**Kathryn Duff RA CPHC PHIUS**

**09 August 2023**



# DC Contractors

Doug Cookson 401.256.2704

dc.contractorsbristol@gmail.com

Rhode Island Licensed and Insured #33429

Client Name	Your Theater	
Address	159 William St New Bedford	
Description of work	strip and reroof existing front entryway roof	
	replace and rotted material	
	reflash the roof into the clapboard siding	
	half of total bill due prior to start of work	
	total payment due after job is completed to customer liken	
total		4,200\$

<b>DC</b>				
<b>Contractors</b>	dc.contractorsbristol@gmail.com			Job Name
Bristol, RI 02809	RI License #			Address
				Phone Number
Doug Cookson	401-256-2704			Email
Christian Sullivan	401-559-6006			Description
	Item Description	Quantity	Unit Price	Total Price
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
	Sub Total:	0	-	\$0
			Plus 10% tax/travel	0
			<b>Grand Total:</b>	<b>\$0</b>



<b>DC</b>				
<b>Contractors</b>	dc.contractorsbristol@gmail.com			Job Name
Bristol, RI 02809	RI License #			Address
				Phone Number
Doug Cookson	401-256-2704			Email
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				\$0
				\$0
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				\$0
	Sub Total:	0	-	\$0
			Plus 10% tax/travel	0
			<b>Grand Total:</b>	<b>\$0</b>

<b>DC Contractors</b>				
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	Item Description	Quantity	Unit Price	Total Price
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				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
	Sub Total:	0	-	\$0
			Plus 10% tax/travel	0
			Grand Total:	\$0

<b>DC Contractors</b>				
	dc.contractorsbristol@gmail.com			Job Name
	Bristol, RI 02809	RI License #		Address
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<b>Contractors</b>	dc.contractorsbristol@gmail.com			Job Name
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				\$0
				\$0
				\$0
				\$0
				\$0
	Sub Total:	0	-	\$0
			Plus 10% tax/travel	0
			<b>Grand Total:</b>	<b>\$0</b>



24 Ernest Street  
 New Bedford, MA 02745  
 Phone Number: 508-509-4414  
 Fax Number: 508-858-5048  
 Email: info@coutoconstruction.com

#### Customer Information

**Eric Paradis/ Steeple**  
**Playhouse**  
 159 William St  
 New Bedford MA 02740

774-526-6960  
 eric@yourtheatre.org

**Date: 11/13/2023**  
 Rep: Sean McKenna

**Locations INCLUDED in scope of work to be performed**

Flat roof on front of building

**Locations EXCLUDED in scope of work to be performed**

All others

#### Flat Roofing

<b>Existing Roof</b>	Strip complete
<b>Roofing Package</b>	Platinum (EPDM)
<b>Replace up to 64 sq. ft of decking as needed for a solid nailing surface with sheathing type</b>	PlyWood CDX
<b>Base</b>	Add 1.5 in ISO
<b>Add Edge Metal 3x3 or termination bar around perimeter</b>	Included
<b>Primer</b>	Spray adhesive primer around perimeter over drip edge
<b>Roof Type</b>	Install fully adhered Mule-Hide .060 EPDM Rubber Membrane
<b>Roof Color</b>	Black
Customer Initials _____	
<b>3 Inch Seam Tape</b>	Apply 3 inch seam tape to all seams
<b>Clean-Up</b>	Haul away all debris
<b>Warranties</b>	Lifetime Manufacturer Warranty with a 10 Year Workmanship Warranty
<b>Permitting</b>	Included

#### Additional Details

Cleanup job site and haul away debris.

This space intentionally left blank

Potential Unforeseen Costs

Purchaser has completely read, and fully understands that all plywood/deck board replacement over the included 64sqft. will be charged in addition to the total contract amount.  
Pricing includes removal and disposal of asphalt fiberglass roofing only, unless specified otherwise. Any additional layers found over the amount specified will incur an additional charge.  
Price does not include any removal or disposal of asbestos roofing. If asbestos roofing is found during the roof-removal process, the Contract Amount is subject to change.

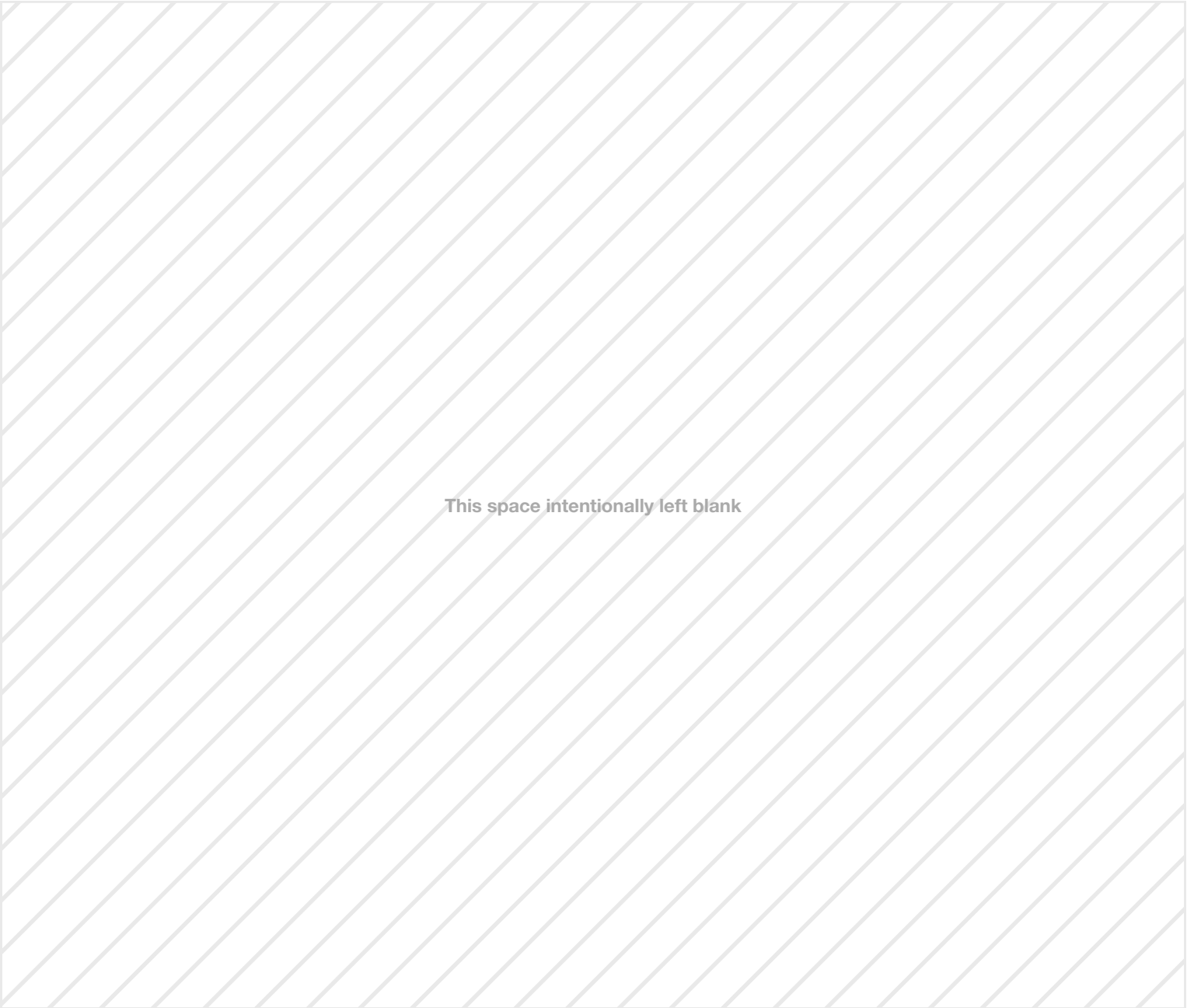
I understand the additional charges that could occur at time of installation. (Customer Initials)\_\_\_\_\_

Acknowledgements and Notifications.

Any belongings inside of the attic should be protected by the Purchaser as saw dust and debris can fall inside of the attic during the installation. Couto Construction is not responsible for the cleaning of attic debris unless specified otherwise. All other debris on the outside of the house will be cleared upon project completion.

The Purchaser understands that when Couto Construction strips the roof along the side of dormers/side walls any chipping of paint, rotted wood, or any adjustments to siding is not the responsibility of Couto Construction unless specified otherwise.

I have reviewed and fully understand all of the above. (Customer Initials)\_\_\_\_\_



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24 Ernest St, New Bedford, MA 02745  
 Office (508) 509-4414 Fax (508) 858-5048  
 Massachusetts Home Improvement Contractor Registration # 165756  
 Massachusetts Contractor Supervisor # 096628  
 Rhode Island Residential/Commercial Contractor Registration # 37712

**Eric Paradis/ Steeple**  
**Playhouse**  
 159 William St  
 New Bedford MA 02740

774-526-6960  
 eric@yourtheatre.org

**Date: 11/13/2023**  
 Rep: Sean McKenna

**\*\*This Page is not used for product details and is used for payment options only. All product details must be disclosed on work orders\*\***

The undersigned Purchaser, being the owner(s) of the Premises, hereby engage the services of Couto Construction LLC and Couto Construction hereby agrees to furnish, deliver and install certain home improvements to the Premises (the "Work") pursuant to and in accordance with the Specifications set forth on page(s) attached hereto and made a part hereof (the "Contract") for the following Contract Amount: (including any applicable discounts)

<b>Total Contract Amount</b>	<b>\$5,600.00</b>
<b>Final Contract Amount</b>	<b>\$5,600.00</b>

### Cash Payment

<b>Amount Paid in Cash</b>	<b>\$5,600.00</b>
<b>Cash Deposit</b>	<b>\$1,200.00</b>
<b>Cash Due at Start of Job / Delivery of Materials</b>	<b>\$3,000.00</b>
<b>Cash Due Halfway Through Job Completion</b>	<b>\$0.00</b>
<b>Cash Due Upon Completion</b>	<b>\$1,400.00</b>
<b>Form of Payment</b>	<b>Cash</b>

<b>Estimated Starting Date</b>	<b>12/13/2023</b>
<b>Estimated Completion Date</b>	<b>12/13/2023</b>

### Disclaimer

Please note that this is just an estimated start date, this does not mean that your job will start on this specific date, this day is subject to change based on weather, delay in deposit, picking siding/roof color, etc.

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## Additional Details

All materials are guaranteed to be as specified in the Contract. All Work to be completed in a workmanlike manner according to industry standard practices. Any alteration, deviation and/or changes in the Work will become an extra cost above the Contract Amount. Couto Construction Reserves the right, in all events and at any time or times, to require Purchaser to pay all or any portion of the Contract Amount in escrow to Couto Construction's attorney if Couto Construction determines, in its sole and absolute discretion, such action is warranted to assure that Couto Construction will be paid for the Work.

The escrow shall be in form and content acceptable to Couto Construction. Couto Construction's workers shall be fully covered by a comprehensive Insurance Program. This Contract shall not be binding on Couto Construction until it has been countersigned below by a duly authorized officer of Couto Construction. Title to the materials and equipment to be installed according to the terms of this Contract shall remain in Couto Construction so long as there remains a balance due. Purchaser agrees to pay all expenses incurred by Couto Construction, including reasonable attorneys' fees, in the event of any day default hereunder by Purchaser. Refusal by Purchaser to permit Couto Construction to commence Work shall entitle Couto Construction to payment from Purchaser of a sum of money equal to 20% of the Contract Amount, as fixed, liquidated and ascertained damages, and not as a penalty, without further proof of loss or damage. Any other breach of this Contract by the Purchaser for any reason whatsoever shall entitle Couto Construction to recover all damages sustained by it as a result of said breach, including reasonable attorney's fees and costs.

Manufacturer's warranties will be validated upon completion of Work by Couto Construction, Purchaser making full payment to Couto Construction of the entire Contract Amount and execution and delivery of a Completion Certificate by Purchaser.

Purchaser hereby acknowledges that he/she/they have read and fully understand the provisions of the Contract and receipt of the following materials which are incorporated herein by reference and made a part hereof:

Notice of Possible Mechanic's Lien \_\_\_\_\_

Two (2) Notices of Cancellation \_\_\_\_\_

This space intentionally left blank

Couto Construction is not responsible for any existing electrical wiring, service wiring, cable, phone and or camera wiring of any kind. Couto Construction is not liable or responsible for any plumbing, plumbing fixtures, water piping, heating/ cooling lines ,drains and or gas/fuel lines pertaining to the Premises. Renovations do require Couto Construction to work with and around the above mentioned components mentioned above.

Electrical, plumbing and heating lines can be affected by the installation of siding, roofing and alterations done to the Premises. Electrical and plumbing located in walls can be struck by nails/ fasteners during alterations. Repairs/replacement to such components are the responsibility of the Purchaser.

All vehicles must be removed from driveway to allow for material delivery and for the dumpster to be placed in the driveway. Purchaser also gives consent for the dumpster to be placed in the driveway on the Premises.

Couto Construction is not responsible for any damages, cracks, or of settling of driveway. Also, it is the responsibility of the Purchaser to notify the neighboring properties as well as to plan access to required neighboring properties when requested by Couto Construction.

Couto Construction and its distributors regularly over stock materials on job sites to maintain production efficiency, the Purchaser is not charged for over stock, therefore all materials remaining after the job completion are the property of Couto Construction and will be removed from the job site. There will be no credits for surplus/additional materials.

#### Payment:

Purchaser agrees to pay Couto Construction in full for all amounts due, including sales taxes, promptly in accordance with the payment terms of this Contract. Outstanding balances will accrue interest at eighteen percent (18%) per annul (1.5% per month)

until paid. Purchaser agrees to place a deposit upon signing this Contract. If credit or payment terms are agreed to, the Purchaser hereby authorizes Couto Construction to obtain and share Purchaser's credit reports and/or credit history with any finance companies. All materials will remain property of Couto Construction until Couto Construction has received payment in full. Failure to make timely full payment entitles Couto Construction, in its sole discretion, to remove and retain all products and/or materials, including those in use, from the Premises.

#### Permits:

Any specialty permits, variances, parking, and dumpster permits required by any municipal and/or state officials/officers will result in an additional cost of such permits and compensation for time allocated to obtain the permits. Specialty permits are any permits that require additional documentation other than the standard permit application and insurance requirements. If the permit application requires engineering, plans for approval, approvals from other departments such as fire, water, electrical, engineering, health and historical departments such permits are classified as specialty permits. Specialty permits require more review and approvals which in return require substantial amount of time before permit can be released.

Standard permits are submitted with a standard building permit application and are submitted and released in a timely manner. Within 1 weeks time.

#### Engineering:

Couto Construction is not responsible for any engineering and/or design fees or changes required by local and/or state officials. Engineering costs, including drawings, specifications, and/or plans, are not the responsibility of Couto Construction unless noted otherwise in the Contract.

The work to be performed is specific to this Contract. Anything that is not specified in the signed Contract is not included and will not be performed.

#### Gutter, Satellite Dishes:

Couto Construction will make every effort to protect the Purchaser's existing gutters; some minor scratches and/or dents may occur. Couto Construction, in its sole discretion, may replace a section of gutter at its own expense if more than minor damage has occurred. Lightning rods, weather vanes, AC Units and other mounted projections may require disassembly and reinstallation. Couto Construction is not responsible for the conditions of these items during removal, storage and/or reinstallation.

#### Job Completion:

Upon the completion of Work, Purchaser will be asked to sign a Completion Certificate and pay the outstanding balance of the Contract Amount. Couto Construction's installers are authorized to accept

## Arbitration/Waiver of Jury Trial

Any claim or dispute arising out of or relating to this Contract or the breach, interpretation, or enforceability thereof, shall be exclusively resolved by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules. Any decision or award under such arbitration shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. The parties further agree that any arbitration proceeding commenced pursuant to this provision shall be conducted in the state wherein the work was performed and all administrative expenses associated with such arbitration shall be borne equally by the parties. The parties do not intend, nor should this provision be construed, to limit or otherwise restrict Contractor's rights to an attachment, enforce a mechanics' lien, or pursue other judicial remedies to secure its claims.

## Limitations Period

No arbitration may be commenced against Contractor by or through Customer arising out of relating to this Contract or the breach, interpretation or enforceability thereof, unless such arbitration shall be commenced within three (3) years from the date of substantial completion of the Scope of Work to be performed by Contractor, or if the Scope of Work is not substantially completed by Contractor for any reason, within three (3) years from the date any employee of Contractor last performed work on the project.

## Notice of Cancellation

**You may cancel this transaction, without any penalty or obligation, within three (3) business days from the date you sign this Contract. If you cancel, your cancellation notice must state that you do not wish to be bound by the Contract and mailed by registered or certified mail not later than midnight three (3) days following you signing this Contract, excluding Sunday and any holiday on which regular mail deliveries are not made. Cancellations must be mailed to: 24 Ernest Street, New Bedford, MA 02745.**

This Notice is made in compliance with R.I. Gen Laws §§ 6-28-4(c)(2), 5-65-3(h)(1)(iii), and 5-65-27.

## Notice to Customer

(1) Do not sign this Contract if any of the spaces intended for the agreed terms to the extent of then available information are left blank. (2) You are entitled to a copy of this Contract at the time you sign it. (3) You may at any time pay off the full unpaid balance due under this Contract, and in so doing you may be entitled to receive a partial rebate of any finance and insurance charges. (4) Contractor has no right to unlawfully enter your premises or commit any breach of the peace to repossess goods purchased under this Contract. (5) You may cancel this Contract if it has not been signed at Contractor's main office or branch office, provided you notify Contractor at his or her main office or branch office as shown in this Contract registered or certified mail, which shall be posted not later than midnight of the third calendar day after the day on which you signed the Contract, excluding Sunday and any holiday on which regular mail deliveries are not made. See attached Notice of Cancellation for an explanation of your rights.

Sean McKenna

**11/13/2023**

Date

Eric Paradis/ Steeple Playhouse

**11/13/2023**

Date

Massachusetts Home Improvement Contractor Registration # 165756

Rhode Island Residential/Commercial Contractor Registration # 37712

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## Notice of Possible Mechanic's Lien

To: Eric Paradis/ Steeple Playhouse

Contractor is about to perform work and/or furnish materials for the construction, erection, alterations or repair upon the land at 159 William St

New Bedford MA 02740 under contract with you. This is a notice that Contractor and any other persons who provide labor and materials for the improvement under contract with Contractor may file a mechanic's lien upon the land in the event of nonpayment to them. It is your responsibility to assure yourself that those other persons under contract with Contractor receive payment for their work performed and materials furnished for the construction, erection, alteration or repair upon the land. Failure of Contractor to adhere to the provisions of R.I. Gen. Laws § 5-65-3(o) may result in a one thousand dollars (\$1,000) fine against Contractor and shall not affect the right of any person performing work or finishing materials of claiming a lien pursuant to the Rhode Island General Laws. However, such person failing to provide such notice shall indemnify and hold harmless any owner, lessee or tenant, or owner of less than the fee simple from any payment or costs incurred on account of any lien claims by those not in privity with them, unless such owner, lessee, or tenant, or owner of less than the fee simple shall not have paid such person.

Pursuant to R.I. Gen. Laws § 5-65-18 all written contract entered into between a contractor and a property owner must contain a statement that the contractor, subcontractors, or material persons may file a lien in accordance with the Rhode Island Mechanics Lien Act, Chapter 28 of Title 34 of the Rhode Island General Laws.

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## Notice of Cancellation Form

### Your Rights:

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the date you signed the Contract, excluding Sunday and any holiday on which regular mail deliveries are not made.

If you cancel this transaction, any payments, including any note or evidence of indebtedness, made by you under the Contract will be returned to you within twenty (20) business days following receipt by Contractor of your cancellation notice. In certain circumstances, Contractor may retain a cancellation fee which shall not exceed five (\$5.00) dollars. You may also be able to retain possession of goods delivered to you by Contractor until Contractor has fulfilled certain obligations, including returning all payments made by you. If Contractor's services performed before the Contract was cancelled resulted in the alteration of your property, Contractor may be required to restore the property to substantially as good condition as it was at the time the services were rendered.

### How to Cancel:

If you decide to cancel this transaction, you must send by registered or certified mail a written notice which states your intention to cancel the transaction or you may use this notice by signing and dating below to:

24 Ernest Street, New Bedford, MA 02745

Keep one copy of this notice for your records because it contains important information.

I WISH TO CANCEL

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This space intentionally left blank

Notice of Cancellation Form

Your Rights:

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the date you signed the Contract, excluding Sunday and any holiday on which regular mail deliveries are not made.

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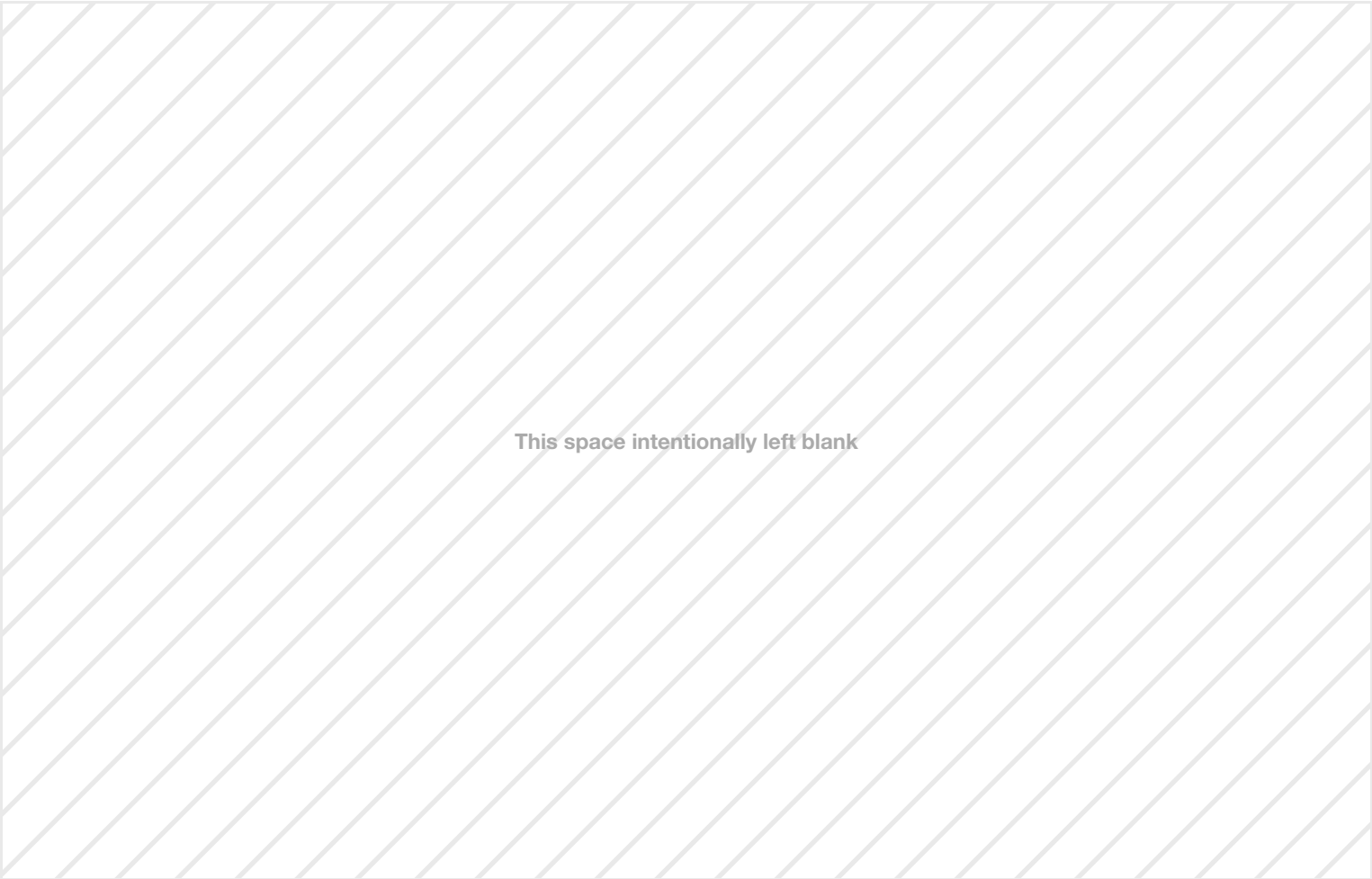
24 Ernest Street, New Bedford, MA 02745

Keep one copy of this notice for your records because it contains important information.

I WISH TO CANCEL

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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Image: 1.1





Image: 1.2



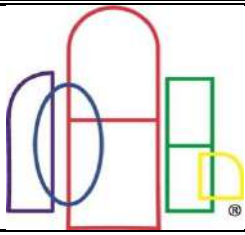


Image: 1.3



# Proposal

Page No. 1 of  
1 Pages



ALLIED WINDOW, INC.

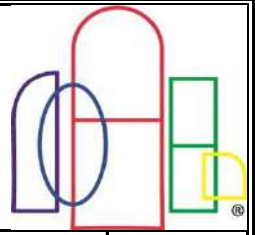
THE WINDOW PROFESSIONALS

11111 Canal Road

Cincinnati, OH 45241

(513) 559-1212 · 800-445-5411 · FAX: (513) 559-1883

email: info@alliedwindow.com



PROPOSAL SUBMITTED TO:	PHONE	DATE
<b>Studio2Sustain, Inc.</b>	<b>(508) 999-5145 x</b>	<b>11/23/22</b>
STREET	FAX	Cell
<b>412 County Street</b>	<b>( ) -</b>	<b>(508) 542-1820</b>
CITY, STATE & ZIP CODE	JOB NAME	
<b>New Bedford MA 02740</b>	<b>First Baptist Church</b>	
CONTACT	JOB LOCATION	
<b>Kathryn Duff</b>	<b>New Bedford, MA</b>	

We hereby submit specifications and estimates for:

**Fabricate and Deliver (63) custom interior storm windows.**

## QUOTE INCLUDES:

- \* **(13) Magnetic-One-Lite-Stacked (MOL-ST) design units w/ No Screen**
- \* **(8) Magnetic-One-Lite-Stacked (MOL-ST) units w/ Lower Screen**
- \* **White Finish**
- \* **1/8" Tempered Glass**
- \* **With 1/2" x 3/4" Angle as Stops (nested), D/G at Head**
- \* **(42) S-102 Screens w/ Mag. Tape, Steel Tape and Mylar Foam**
- \* **Customer to Provide Black-out Material for Screen Frame**

-Shipping Costs Included

**TOTAL COST = \$15,304**

**Current Lead Time: Approx. 9-11 weeks \*FROM RECEIPT OF FINAL DIMENSIONS\*. Lead time subject to availability of materials.**

We Propose hereby to furnish material – complete in accordance with above specifications, for the sum of:

(See Above) Dollars

**( \$15304.00 )**

Payment to be made as follows:

**20% Deposit, Net 30 Days!**

**Pricing does not include any state sales tax. All material is guaranteed to be as specified.**

Authorized Signature

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate period. All agreements contingent upon strikes, accidents or delays beyond our control. Lead times subject to factory loads. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

*Gregg V. Martin, VP*

Gregg Martin

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE

SIGNATURE

DATE OF  
ACCEPTANCE



# CABRALS WALLS

*Estimate*

<b>Estimate No:</b> 1586 <b>Date:</b> 11/03/2023	128 main rd Westport ma
<b>For:</b> Michelle Demary demaryfort@aol.com (508) 951-2294	

Description	Quantity	Rate	Amount
This first estimate is for the repair of the large Granite Retaining wall at the front of the property parallel with William st that is leaning and approximately 35 linear ft and 30" high. The process will be to excavate behind the large granites that extend from the front staircase to the corner of the retaining wall only and remove the material that way the stone can be brought back to plumb and set properly. Once the large granite pieces have been reset, some concrete and steel pins will be used to anchor the bottom of the stones so this does not happen again in the future then the area will be backfilled with crushed stone to help with drainage and future damage. A final Grading with loam will be needed so the growth of grass may be re-achieved. This part of the estimate is for labor only. Part A:	1	\$10,500.00	\$10,500.00
Concrete needed to anchor the backside of the granites (Materials for part A)	35	\$14.00	\$490.00
Yards of crushed stone for backfill delivered (Materials for part A)	6	\$45.00	\$270.00
The second part of this estimate is for the repair of the larger section of Granite Retaining wall That runs perpendicular to William Street and meet the corner of the building. It is clear and obvious that this wall is also leaning outward, although not as bad as the one in the front. I propose the removal of a lot of the existing mortar which originally jointed between all of the stones on the wall but I feel has trapped water behind, and mother nature has taken it from there. I feel this mortar should be replaced with small flat natural pieces of stone that will provide structural purposes, as well as proper drainage as well as retain the look of how it was originally built without messy mortar and previous patch jobs. With this process very few of the granite stones will be removed from the wall but rather repair in place and deal with the small outward pitch of the wall as opposed to tearing it down to the base and reconstructing it perfectly... which is what I will make a separate estimate for that way options are available. (This is the option that I recommend.)	1	\$12,500.00	\$12,500.00
Alternate labor proposal for wall part B which would be to chip out all of the existing mortar and re-point the wal completely filling all of the holes, cracks and spaces and resetting the few granites that are out of place but for the most part repairing the wall in place.	1	\$11,500.00	\$11,500.00



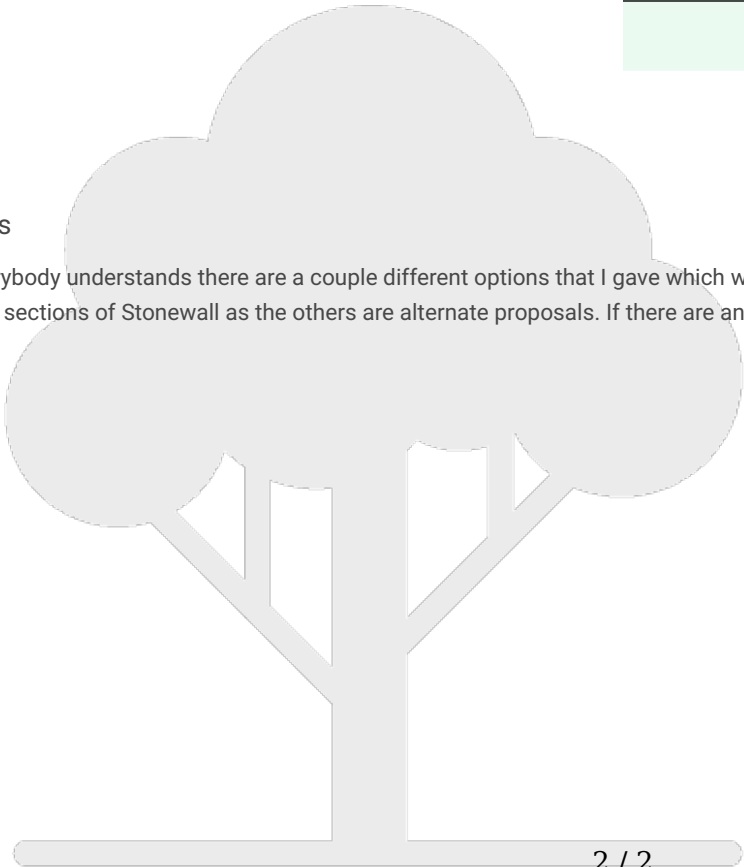
Description	Quantity	Rate	Amount
Bags of mortar mix (part B)	12	\$14.00	\$168.00
Alternative proposal #2 for wall part B. Would be to completely tear down the stone wall all the way to the base and completely reconstruct. If the unanimous decision is to make the wall completely refurbished and perfectly plum then there will be no choice but to pull the wall all the way down to the base and completely reconstruct. Obviously this is far more work than the other two choices that were aforementioned. This part of the project will need the use of mini excavator and different types of planking and staging to have a workable area because of the inaccessibility of the area. Hauling large amounts of dirt and materials from the site will also complicate logistics of things as most of the work will have to be done basically right in the front walkway area of the property because that's where the machine will need to sit to dig behind the retaining wall. (This is labor only.)	1	\$26,500.00	\$26,500.00
yards of crushed stone for backfill and drainage. (Delivered ) (Materials for alternate proposal #2)	10	\$45.00	\$450.00
Yds of screened loam for final grade and grass. (Materials for alternate proposal #2) (delivered)	5	\$45.00	\$225.00
The final portion of this estimate would be to straighten out the Granites that are out of place directly on William Street. This section of Stonewall has a large cast iron antique fence that has been damaged and will need to be repaired. At this point we are unsure if the fence will need to be completely removed before the stones can be reset or if we will be able to do it all at once gently without causing further damage to the fence. (further discussion is needed regarding this section) assuming that these stones can be reset with the fence in place gently I will account for that in this price but very well might have to have the fence completely removed and reinstalled once our job is complete.	1	\$9,450.00	\$9,450.00

Subtotal	\$72,053.00
Total	\$72,053.00

TOTAL	\$72,053.00
-------	-------------

Comments

Just so everybody understands there are a couple different options that I gave which will determine the pricing. Only two choices will be needed for the first two sections of Stonewall as the others are alternate proposals. If there are any questions Please feel free to reach me At 508-287-9328





Contractors

369 Nash Road, New Bedford, Massachusetts 02746  
Office & Shop Telephone (508) 993-8088 Fax (508) 997-5190  
Email [duprecontractors@aol.com](mailto:duprecontractors@aol.com)

Your Theatre  
159 William St.  
New Bedford, Ma.

Re: Granite Retaining Wall / Fence Curb  
attn: Michelle De Mary

Price to excavate behind existing granite retaining wall (Private Property to the right of walkway) straighten granite wall until plumb and pour concrete @ base to hold in place. \$ 19,420-

Price includes: ① Excavate grass behind leaning granite fence curbing, straighten curbing w/ fence in place, & pour concrete in front of curbing (City Sidewalk) to hold in place.



75 Years of Quality  
Concrete & Masonry Craftsmanship

UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

FOR NPS USE ONLY

RECEIVED

DATE ENTERED

NATIONAL REGISTER OF HISTORIC PLACES  
INVENTORY -- NOMINATION FORMSEE INSTRUCTIONS IN *HOW TO COMPLETE NATIONAL REGISTER FORMS*  
TYPE ALL ENTRIES -- COMPLETE APPLICABLE SECTIONS**1 NAME**

HISTORIC

First Baptist Church

AND/OR COMMON

same

**2 LOCATION**

STREET &amp; NUMBER

149 William Street

NOT FOR PUBLICATION

CITY, TOWN

New Bedford

CONGRESSIONAL DISTRICT

12th

VICINITY OF

STATE

Massachusetts

CODE

025

COUNTY

Bristol

CODE

005

**3 CLASSIFICATION**

## CATEGORY

☐ DISTRICT  
☒ BUILDING(S)  
☐ STRUCTURE  
☐ SITE  
☐ OBJECT

## OWNERSHIP

☐ PUBLIC  
☒ PRIVATE☐ BOTH

## PUBLIC ACQUISITION

☐ IN PROCESS  
☐ BEING CONSIDERED

## STATUS

☒ OCCUPIED  
☐ UNOCCUPIED  
☐ WORK IN PROGRESS  
☒ ACCESSIBLE  
☒ YES: RESTRICTED  
☐ YES: UNRESTRICTED  
☐ NO

## PRESENT USE

☐ AGRICULTURE  
☐ COMMERCIAL  
☒ EDUCATIONAL  
☐ ENTERTAINMENT  
☐ GOVERNMENT  
☐ INDUSTRIAL  
☐ MILITARY  
☐ MUSEUM  
☐ PARK  
☐ PRIVATE RESIDENCE  
☒ RELIGIOUS  
☐ SCIENTIFIC  
☐ TRANSPORTATION  
☒ OTHER: commun. outreach**4 OWNER OF PROPERTY**

NAME

First Baptist Church

STREET &amp; NUMBER

149 William Street

CITY, TOWN

New Bedford

VICINITY OF

STATE

Massachusetts 02740

**5 LOCATION OF LEGAL DESCRIPTION**COURTHOUSE,  
REGISTRY OF DEEDS, ETC.

Bristol County Registry of Deeds

STREET &amp; NUMBER

Sixth Street

CITY, TOWN

New Bedford

STATE

Massachusetts

**6 REPRESENTATION IN EXISTING SURVEYS**

TITLE

Inventory of the Historic Assets of the Commonwealth

DATE

1974

☐ FEDERAL ☒ STATE ☐ COUNTY ☐ LOCALDEPOSITORY FOR  
SURVEY RECORDS

Massachusetts Historical Commission

CITY, TOWN

Boston

STATE

Massachusetts 02108



## 7 DESCRIPTION

### CONDITION

☒ EXCELLENT interior    ☐ DETERIORATED  
☐ GOOD    ☐ RUINS  
☒ FAIR exterior    ☐ UNEXPOSED

### CHECK ONE

☐ UNALTERED  
☒ ALTERED

### CHECK ONE

☒ ORIGINAL SITE  
☐ MOVED    DATE \_\_\_\_\_

---

### DESCRIBE THE PRESENT AND ORIGINAL (IF KNOWN) PHYSICAL APPEARANCE

The First Baptist Church in New Bedford, built in 1829, is an excellent example of early Greek Revival church architecture. The church is located in the center of New Bedford, near the intersection of William and Sixth Streets. Private residences, a few built in the 1840's but most of them later, lie to the northwest, west and southwest. A vacant lot, once occupied by the YMCA (demolished January, 1975) stands just east of the church; several brick and stone municipal buildings, built in the late 19th century, are clustered around the intersection.

The 2 story white clapboard church rests on a high stone foundation. It has a ridge roof with the gable to the street. The three stage steeple is on the south end over the pilastered and pedimented facade. The facade has six paneled pilasters, four of which extend the full height of the facade and two of which are cut off below the second story by the vestibule. The pilasters support a complete Doric entablature with triglyphs and metopes in the frieze. A plain pediment with modillions tops the entablature.

The vestibule was added in 1856, after the interior of the church was reversed in 1841, placing the pulpit in the north. The south facade has always contained the main entrance, but was originally built with three doors, centered in the three central bays, with a flight of stairs extending the width of the facade rising to the doors. The large one story vestibule, with corner pilasters and complete entablature has double doors topped by a Roman arch. Intricately molded iron fencing enclosing the yard was also added in 1856.

The first stage of the steeple is built of plain clapboards. The second stage has four arched openings flanked by pilasters, and pilasters at the corners, and is topped by an entablature. The third stage is octagonal, with four louvered panels, and is topped by a weathervane.

The sides of the church are seven bays long. The windows are 12/12 with plain trim and skew back lintels, and contain the original hand blown glass. A two story ridge roof brick building was added to the rear of the northwest side in 1928. It has a plain five bay facade with an entrance on the south east. The addition, used as the education building, has architecture compatible with the church and offers much needed space to the congregation.



# **8 SIGNIFICANCE**

PERIOD	AREAS OF SIGNIFICANCE -- CHECK AND JUSTIFY BELOW			
<input type="checkbox"/> PREHISTORIC	<input type="checkbox"/> ARCHEOLOGY-PREHISTORIC	<input type="checkbox"/> COMMUNITY PLANNING	<input type="checkbox"/> LANDSCAPE ARCHITECTURE	<input type="checkbox"/> RELIGION
<input type="checkbox"/> 1400-1499	<input type="checkbox"/> ARCHEOLOGY-HISTORIC	<input type="checkbox"/> CONSERVATION	<input type="checkbox"/> LAW	<input type="checkbox"/> SCIENCE
<input type="checkbox"/> 1500-1599	<input type="checkbox"/> AGRICULTURE	<input type="checkbox"/> ECONOMICS	<input type="checkbox"/> LITERATURE	<input type="checkbox"/> SCULPTURE
<input type="checkbox"/> 1600-1699	<input checked="" type="checkbox"/> ARCHITECTURE	<input type="checkbox"/> EDUCATION	<input type="checkbox"/> MILITARY	<input type="checkbox"/> SOCIAL/HUMANITARIAN
<input type="checkbox"/> 1700-1799	<input type="checkbox"/> ART	<input type="checkbox"/> ENGINEERING	<input type="checkbox"/> MUSIC	<input type="checkbox"/> THEATER
<input checked="" type="checkbox"/> 1800-1899	<input type="checkbox"/> COMMERCE	<input type="checkbox"/> EXPLORATION/SETTLEMENT	<input type="checkbox"/> PHILOSOPHY	<input type="checkbox"/> TRANSPORTATION
<input type="checkbox"/> 1900-	<input type="checkbox"/> COMMUNICATIONS	<input type="checkbox"/> INDUSTRY	<input type="checkbox"/> POLITICS/GOVERNMENT	<input type="checkbox"/> OTHER (SPECIFY)
		<input type="checkbox"/> INVENTION		

SPECIFIC DATES 1829

BUILDER/ARCHITECT

## STATEMENT OF SIGNIFICANCE

The First Baptist Church is a significant architectural landmark in downtown New Bedford. The steeple was a landfall for the whaling ships returning to port after months at sea. Members of the congregation have been important to the development of the town, and one member, Lieutenant (later General) Henry Martyn Robert, changed the structure of meetings and conferences around the world.

The architectural significance of the church derives from its early Greek Revival style. Towering above most of the other buildings in mid-nineteenth century New Bedford, the steeple of the First Baptist Church was included in the Seal of the City of New Bedford, designed in 1847. The church has had some alterations, but the integrity of its clean simple Greek Revival lines remains, and the church, when restored, will regain its prominence as a visual and historic landmark in the city.

Members of the congregation of the church have included many prominent New Bedford citizens. The church members took an active role in the anti-slavery movement in the early 1860's and Reverend John Girdwood, pastor during this decade, led the congregation in this effort. Lieutenant Henry Martyn Robert, while in New Bedford on an Army assignment, was an active member of the congregation from 1862-1865, and was a trustee of the church. While moderating a meeting at the church on the subject of the defense of the port, Robert grew tired of the chaos, and vowed to write rules for Parliamentary procedure. The result of this experience was the publication in 1876 of Robert's Rules of Order, a work which became the definitive text on the subject.

## 9 MAJOR BIBLIOGRAPHICAL REFERENCES

Church Records - 1813 to 1894  
New Bedford Registry of Deeds

## 10 GEOGRAPHICAL DATA

ACREAGE OF NOMINATED PROPERTY less than one acre

UTM REFERENCES

A 19 339340 4610840  
ZONE EASTING NORTHING  
C         

B           
ZONE EASTING NORTHING  
D         

VERBAL BOUNDARY DESCRIPTION

LIST ALL STATES AND COUNTIES FOR PROPERTIES OVERLAPPING STATE OR COUNTY BOUNDARIES

STATE CODE COUNTY CODE

STATE CODE COUNTY CODE

## 11 FORM PREPARED BY

NAME / TITLE

Christine Boulding, Assistant Survey Director and Mildred E. Hatch

ORGANIZATION

Massachusetts Historical Commission

DATE

March 1975

STREET & NUMBER

40 Beacon Street

TELEPHONE

617-727-8470

CITY OR TOWN

Beacon Street

STATE

Massachusetts 02108

## 12 STATE HISTORIC PRESERVATION OFFICER CERTIFICATION

THE EVALUATED SIGNIFICANCE OF THIS PROPERTY WITHIN THE STATE IS:

NATIONAL ☐

STATE ☐

LOCAL ☒

As the designated State Historic Preservation Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service.

FEDERAL REPRESENTATIVE SIGNATURE

*Elizabeth R. Amadon*

TITLE Mass. Historic Preservation Officer

DATE *March 27, 1975*

FOR NPS USE ONLY

I HEREBY CERTIFY THAT THIS PROPERTY IS INCLUDED IN THE NATIONAL REGISTER

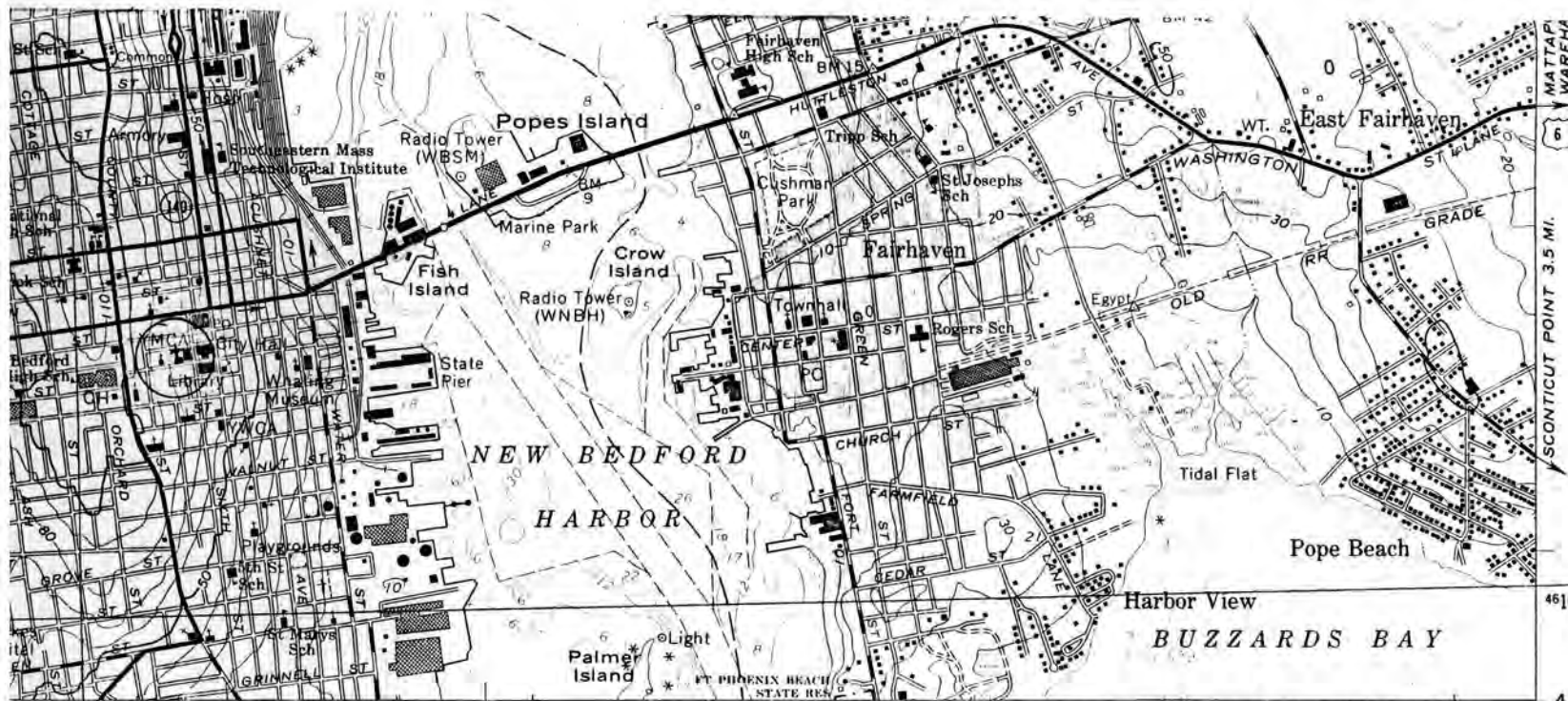
DATE

DIRECTOR, OFFICE OF ARCHEOLOGY AND HISTORIC PRESERVATION

ATTEST:

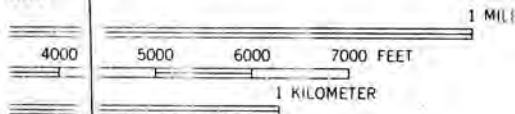
DATE

KEEPER OF THE NATIONAL REGISTER



New Bedford, First  
Baptist Church  
UTM reference:  
19/339340/4610840

000  
SOUTH CARTHAGE 2.5 MI.  
FT. RODMAN 2.3 MI.



10 FEET  
SEA LEVEL  
— DATUM IS MEAN LOW WATER  
— DASHED LINE OF MEAN HIGH WATER  
— DOTTED LINE OF MEAN HIGH WATER  
— DOTTED LINE OF MEAN HIGH WATER  
— DOTTED LINE OF MEAN HIGH WATER



QUADRANGLE LOCATION

#### ROAD CLASSIFICATION

Heavy-duty ——— Light-duty ———  
Medium-duty ——— Unimproved dirt ———  
○ Interstate Route ○ U.S. Route ○ State Route

#### NEW BEDFORD NORTH, MASS.

N4137.5—W7052.5/7.5

1964

AMS 6867 III NW—SERIES V814

41°37'30"  
70°52'30"  
SCONTICUT NECK  
6867 III SE



1. South facade (Photograph: Joe Cruz Studio, 1975)



UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

**NATIONAL REGISTER OF HISTORIC PLACES  
PROPERTY MAP FORM**

FOR NPS USE ONLY

RECEIVED

DATE ENTERED

SEE INSTRUCTIONS IN *HOW TO COMPLETE NATIONAL REGISTER FORMS*  
TYPE ALL ENTRIES -- ENCLOSE WITH MAP

**1 NAME**

HISTORIC First Baptist Church

AND/OR COMMON  
Same

**2 LOCATION**

CITY, TOWN New Bedford VICINITY OF COUNTY Bristol STATE MA

**3 MAP REFERENCE**

SOURCE U.S.G.S., New Bedford North, Mass., quadrangle

SCALE 1:24,000 DATE 1964

**4 REQUIREMENTS**

TO BE INCLUDED ON ALL MAPS

1. PROPERTY BOUNDARIES
2. NORTH ARROW
3. UTM REFERENCES

INT: 2986-75

UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

**NATIONAL REGISTER OF HISTORIC PLACES  
PROPERTY PHOTOGRAPH FORM**

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DATE ENTERED

SEE INSTRUCTIONS IN *HOW TO COMPLETE NATIONAL REGISTER FORMS*  
TYPE ALL ENTRIES ENCLOSE WITH PHOTOGRAPH

**1 NAME**

HISTORIC First Baptist Church

AND/OR COMMON  
Same

**2 LOCATION**

CITY, TOWN New Bedford VICINITY OF COUNTY Bristol STATE MA

**3 PHOTO REFERENCE**

PHOTO CREDIT Joe Cruz

DATE OF PHOTO 1975

NEGATIVE FILED AT Joe Cruz Studio, 229 Phillips Ave., New Bedford

**4 IDENTIFICATION**

DESCRIBE VIEW, DIRECTION, ETC. IF DISTRICT. GIVE BUILDING NAME & STREET

south facade

PHOTO NO. 1



**Certificate of Compliance**

YOUR THEATRE, INC.  
136 RIVET ST  
NEW BEDFORD MA 02744-1814

Date: November 16, 2023  
Letter ID: L0000149671  
Employer ID (FEIN): XX-XXX4141

Certificate ID: L0000149671

The Department of Unemployment Assistance certifies that as of 15-Nov-2023, YOUR THEATRE, INC. is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director  
Department of Unemployment Assistance

**Questions?**

Revenue Enforcement Unit  
Department of Unemployment Assistance  
Email us: [Revenue.Enforcement@detma.org](mailto:Revenue.Enforcement@detma.org)  
Call us: (617) 626-5750



**Department of Unemployment Assistance**  
Commonwealth of Massachusetts  
Executive Office of Labor & Workforce Development

**IMPORTANT NOTICE**

This document contains important information. Please have it translated immediately.

В данном документе содержится важная информация. Вам необходимо срочно сделать перевод документа.

Este documento contiene información importante. Por favor, consiga una traducción inmediatamente.

Docikman sa gen enfòmasyon enpòtan. Tanpri fè yon moun tradwi l touswit.

Questo documento contiene informazioni importanti. La preghiamo di tradurlo immediatamente.

Este documento contém informações importantes. Por favor, traduza-lo imediatamente.

此文件含有重要信息。請立即找人翻譯。

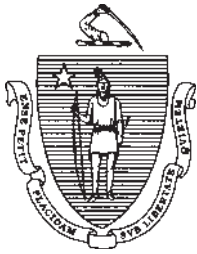
본 문서에는 중요한 정보가 포함되어 있습니다. 본 문서를 즉시 번역하도록 하십시오.

Tài liệu này có chứa thông tin quan trọng. Vui lòng dịch tài liệu này ngay.

ເອກະສານສະບັບນີ້ມີຂໍ້ມູນສຳຄັນ. ກະລຸນາພາກເອກະສານສະບັບນີ້ໄປແປທັນທີ.

ឯកសារនេះមានព័ត៌មានសំខាន់ៗ សូមបកប្រែភ្លាមៗឱ្យបានត្រឹមត្រូវ។

Ce document contient des informations importantes. Veuillez le faire traduire au plus tôt.



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: November 16, 2023

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**YOUR THEATRE, INC.**

is a domestic corporation organized on **February 25, 1964**

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



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

A handwritten signature in black ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 23110307450

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

Processed by: pho



**COPY**

Doc 00030357

BK 12299 PG 327

Bristol South  
Registry District

RECORDED ON

Doc 00122690

Bristol South LAND COURT  
Registry District

RECEIVED FOR REGISTRATION

**Quitclaim Deed**

**The First Baptist Church of New Bedford**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, having its usual place of business at 149 William Street, New Bedford, Bristol County, Massachusetts, for consideration paid and in full consideration of

Document Fee 125.00  
Receipt Total: \$210.00

NOTED ON: CERT 24465 BK 00141 PG 136

**ONE HUNDRED AND FIFTY THOUSAND 00/100 DOLLARS (\$150,000.00)**, hereby grants to **WATERFRONT HISTORIC AREA LEAGUE OF NEW BEDFORD, INC.** a Massachusetts Corporation having an address of 15 Johnny Cake Hill, New Bedford, MA and **YOUR THEATRE, INC.**, a Massachusetts Corporation having an address of 136 Rivet Street, New Bedford, MA, as Tenants in Common of New Bedford, Massachusetts

with **QUITCLAIM COVENANTS:**

**PARCEL ONE (Unregistered Land):**

A certain lot of land with buildings thereon situated on the North side of William Street in said New Bedford and bounded and described as follows:

On the South by said William Street (80) feet;

On the West (134) feet;

On the North by a (20) foot way called Mechanics Lane (80) feet; and

On the East by land of the New Bedford Young Men's Christian Association about (86) feet and by land about (48) feet.

Subject to Preservation Restriction Agreement between the Commonwealth of Massachusetts by and through the Massachusetts Historical Commission and the First Baptist Church of New Bedford recorded 8/29/2006 with the Bristol County S.D. Registry of Deeds in Book 8291, Page 112.

Being the same premises conveyed to Grantor and hereby conveying the same premises described in a deed to the First Baptist Church of New Bedford dated July 5, 1906 and recorded with said Deeds in Book 264, Page 359.

**PARCEL TWO (Registered Land):**

That certain parcel of land situate in New Bedford in the County of Bristol Commonwealth of Massachusetts, bounded and described as follows:

SOUTHERLY by the Northerly line of William Street, Forty (40) feet;

WESTERLY by lands now or formerly of Anthony S. Francis and of John de Costa et al One Hundred Thirty-four (134) feet;

NORTHERLY by the Southerly line of Mechanics Lane Forty (40) feet; and

EASTERLY by land now or formerly of the First Baptist Church of New Bedford, One Hundred Thirty-four (134) feet.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by Albert B. Drake, Engineer, dated October 15, 1921, as modified and approved by the Court, filed in Land Registration Office, a copy of a portion of which is filed in Bristol County, S.D. Registry of Deeds in Land Registration Book 6, Page 117, with Certificate of Title No. 1266.

There is appurtenant to the above described land the right to have the eaves of the building standing thereon which overhang the land of Anthony S. Francis as shown on said plan maintained as existing at the date of the original decree so land as said building shall stand.

For Title, see Certificate of Title No. 1888.

Under the pains and penalties of perjury, the Grantor named herein does hereby voluntarily release any and all rights of homestead, if any, as set forth in M.G.L. Chapter 188, and states that there are no other persons or person entitled to any homestead rights.

This conveyance is made in the ordinary course of business of the Grantor.

This conveyance does not constitute the sale of all or substantially all of the assets of the corporation within the Commonwealth.

Executed under seal this 8<sup>th</sup> day of December, 2017.

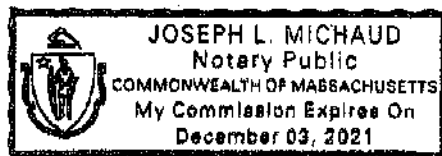
The First Baptist Church of New Bedford

Dalton Said  
Rev. Dalton Said, President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BRISTOL

On this 8<sup>th</sup> day of December, 2017, before me, the undersigned notary public, personally appeared the above-named Rev. Dalton Said for The First Baptist Church of New Bedford, proved to me through satisfactory evidence of identification which was his photo identification to be the person who signed the preceding or attached document in my presence and acknowledged to me that he signed it voluntarily for its stated purpose.



[Signature]  
Notary Public:  
My Commission Expires:

# Secretary of the Commonwealth of Massachusetts

William Francis Galvin

## Payment Confirmation

Date: 11/15/2023

Confirmation date/time:	11/15/2023 3:10:49 PM
Confirmation number:	251543359
Invoice number:	50101180009904407257024
Payment ID number:	9614066
Transaction ID number:	990440
Transaction category:	Certificates
Transaction type:	Certificate(s) Request

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Filing fee:	\$12.00
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Expedited service fee:	\$3.00
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Total fee:	\$15.00
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### Thank you for ordering your certificate/certified copy online.

Note that all orders are subject to verification. If the entity does not meet the legal criteria necessary to issue a certificate or if a copy of the requested document is not available, your order may be rejected, at which time you may request a refund for your payment. The Corporations Division will contact you by e-mail or phone if there is a problem with fulfilling your order.

**E-check transactions require final approval from your bank. Such approval may take 7 to 10 business days. If the payment is returned, you will be billed for the transaction at that time.**

If you have any questions about your request, contact our office:

- phone: 617-727-9640
- email: [corpinfo@sec.state.ma.us](mailto:corpinfo@sec.state.ma.us)

Internal Revenue Service

Department of the Treasury

District  
Director

P.O. Box 9112, JFK Post Office, Boston, Mass. 02203

Date: January 3, 1980

Your Theatre, Inc.  
71 Maxfield Street  
New Bedford, Massachusetts 02740  
Attn: Mr. Richard Sheridan, Treasurer

Gentlemen:

This is in reply to your recent letter requesting a copy of a determination letter.

Due to our records retention program, a copy of the original letter is not available.

However, records in this office show that a determination letter was issued in 1948 ruling that the organization was exempt from Federal Income Tax under Section 501 (c)(3) of the Internal Revenue Code of 1954.

This ruling remains in effect as long as there are no changes in the character, purposes, or method of operation of the organization.

If you have any questions, you may contact Mr. John M. Whipple, Taxpayer Service Division at 223-3470 in Boston.

Please keep this letter in your permanent records.

Sincerely,

*Herbert B. Mosher*  
HERBERT B. MOSHER  
District Director



Form ST-2  
Certificate of Exemption

Massachusetts  
Department of  
Revenue

Certification is hereby made that the organization herein is an exempt purchaser under General Laws, Chapter 64H, section 5(d) or (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certificate of Exemption is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

YOUR THEATRE INC  
136 RIVET ST  
NEW BEDFORD MA 02744-1814

EXEMPTION NUMBER  
046 024 141  
ISSUE DATE  
01/02/16  
CERTIFICATE EXPIRES ON  
01/02/25

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE

EXIT





←EXIT





















CITY OF NEW BEDFORD

ENVIRONMENTAL

195



# New Bedford, MA – Downtown and Working Waterfront Neighborhood

## First Baptist Church/Your Theatre Community Restoration Project

