

PROJECT INFORMATION			
PROJECT TITLE	Restoration Historic Windows 2nd Floor Art Museum		WARD
PROJECT LOCATION	608 Pleasant Street		
LEGAL PROPERTY OWNER OF RECORD	Housing 70		
CPA PROGRAM CATEGORY <i>(Select relevant categories for your project)</i>	OPEN SPACE	X HISTORIC RESOURCE	
	RECREATION	HOUSING	
ESTIMATED START DATE	July 2026	ESTIMATED COMPLETION DATE	July 2027

PROJECT APPLICANT			
APPLICANT ORGANIZATION NAME	Housing 70		
APPLICANT IS <i>(Check only one)</i>	X CITY DEPARTMENT	NON-PROFIT	PRIVATE GROUP/CITIZEN
CO-APPLICANT ORGANIZATION NAME <i>(If applicable)</i>	Art Museum New Bedford		
CO-APPLICANT IS <i>(Check only one)</i>	CITY DEPARTMENT	X NON-PROFIT	PRIVATE GROUP/CITIZEN
PROJECT CONTACT PERSON	Suzanne de Vegh		
MAILING ADDRESS <small>(INCLUDE ZIP CODE)</small>	608 Pleasant Street		
TELEPHONE NUMBER	508-961-3072	EMAIL:	

PROJECT FUNDING	
CPA FUNDING REQUEST <i>(must match CPA request-line 1 of Project Budget on page 8)</i>	\$250,000
TOTAL PROJECT BUDGET	\$

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.

Housing/70 corporation APPLICANT NAME (printed)	SIGNATURE	DATE
Art Museum New Bedford CO-APPLICANT NAME (printed)	SIGNATURE	11/12/25 DATE

Community Preservation Act Project Application FY26 1

Submission Checklist

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

APPLICATION – All items in this section are required	
	Application Information (page 1)
	Submission Checklist (this page)
	Narrative/Project Management/Category Specific Section/Financial (pages 3-7)
	Project Schedule – Project Budget – Funding Sources Summary (page 8)
	Construction Budget Summary – to be complete for construction projects ONLY (page 9)
	Certificate of Vote of Corporation and Tax Compliance Certification (page 10) must be completed by both applicant and co-applicant if non-municipal applicant. The form must be completed by authorized board member. *Certificate of Vote named person must be different person from signer of the certificate.
FINANCIAL	
	One cost estimate from an architect OR two written vendor/contractor quotes (Quotes/cost estimates must be submitted with application – late submissions will not be accepted)
	Proof of secured funding (commitment letters or bank statements), if applicable. Please redact account numbers and any sensitive information.
OWNERSHIP/OPERATION (NON-CITY)	
	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>
	Board of Directors listing
	Certificate of Good Standing – available at MA Secretary of State website
	501(c) certification (if operating as a non-profit) or corporate certificate
	Purchase & Sale agreement or copy of current recorded deed, if applicable.
COMMUNITY SUPPORT	

	Letters of support from residents, community groups, city departments, boards or commissions, etc.
PLANS & REPORTS <i>If applicable to your project, please submit in digital format only.</i>	
	Renderings, site plans, engineering plans, design/bidding plans, specifications, and any MAAB variance requests.
	Applicable reports (21E, Historic Structure Report, appraisals, survey plan, feasibility studies, etc.)
VISUAL <i>If applicable to your project, please submit in digital format only.</i>	
	Photos of the project site (not more than four views per site) Digital copies <u>only</u> .
	Catalog cuts (i.e. recreation equipment) if applicable.
FOR HISTORIC RESOURCE PROJECTS ONLY	
	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.
	Photos documenting the condition of the property/resource. Digital copies only.
	Report or condition assessment by a qualified professional describing the current condition of the property/resource, if available.
	We have read the <i>U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties</i> and understand that planning for and execution of this project must meet these standards. SdV 11.12.25

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PROJECT NARRATIVE

1 GENERAL NARRATIVE (1000 Character Maximum)
<ul style="list-style-type: none"> Describe the proposed scope of work including the project location, property involved, and the proposed use
<p>Scope of Work: Conduct a full assessment of six historic windows on the second-floor, documenting conditions and deterioration. Stabilize and repair original sashes, frames, and sills using in-kind materials; selectively replace wood where necessary with historically accurate materials. Restore glazing, muntins, and hardware to ensure functionality. Re-glaze panes, seal joints, and add discreet weather-stripping; interior storm inserts may be installed to improve thermal performance. All work will comply with the Secretary of the Interior's Standards and Massachusetts Historical Commission requirements.</p> <p>Outcomes and Benefits: Preserve and extend the life of a character-defining feature of this Massachusetts State Register-listed building, improve energy efficiency, and demonstrate responsible stewardship of a significant historic resource.</p> <p>Use of Funds: Grant funds will support skilled preservation labor, restoration-grade materials, weatherproofing systems compatible with historic fabric, and documentation/compliance with preservation standards.</p>

2 COMMUNITY NEED (1000 Character Maximum)

- What community need(s) listed in the current 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.

The window renovation addresses urgent community needs in preservation, sustainability, and access. As home to the Art Museum's galleries and education programs, the building is a key hub for arts engagement, youth learning, and cultural tourism. Restoring and weatherproofing the windows will **preserve a historic landmark, improve thermal performance and visitor comfort, model sustainable preservation, and support equitable access to exhibitions and programs**. The project ensures the building's long-term viability as a vibrant cultural and civic center for Greater New Bedford.

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 current Community Preservation Plan?

Restoring and weatherproofing the historic windows will **preserve a community landmark**, reinforcing New Bedford's architectural heritage and civic pride; **enhance public comfort and access** by improving thermal performance and safety in the second-floor galleries; **model sustainable preservation**, balancing historic integrity with energy efficiency; and **support equitable access to the arts**, keeping the building functional and inspiring for exhibitions, education, and programs. The project safeguards a vital historic resource while ensuring its long-term viability as a cultural and civic hub.

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4 MEASURING SUCCESS (1000 Character Maximum)

- How will the success of this project be measured?

Success will be measured through preservation quality, energy performance, and public impact. All second-floor windows will be restored in accordance with the Secretary of the Interior's Standards and reviewed by the Massachusetts Historical Commission. Post-project assessments will verify at least a **20% improvement in thermal efficiency** and reduced energy costs. Completion will enable public use of the newly renovated galleries, with a target **25% increase in annual visitation and programming** within the first year. Before-and-after documentation, energy data, and user surveys will confirm improved comfort, sustainability, and preservation integrity. A final report with compliance records and photographs will demonstrate that the project meets both historic preservation and community goals.

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 Historic Window Renovation Project has received strong support from a broad range of community stakeholders. Local preservation organizations, cultural institutions, and civic leaders have endorsed the project, recognizing its role in protecting a significant historic resource while ensuring continued public access. The New Bedford Art Museum's members, volunteers, and program participants have expressed enthusiasm for the project, emphasizing the importance of maintaining the building as a safe, energy-efficient, and inspiring cultural hub

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.

Project Urgency and Risk

This project is urgent due to the ongoing deterioration of the Anthony J. Catojo Building's historic windows, which threatens both their structural integrity and the building's energy efficiency. Without timely intervention, water infiltration, wood decay, and hardware failure could lead to irreparable loss of these character-defining features.

While there is no fixed external deadline, the project aligns with a **time-sensitive window to leverage available preservation funding** and skilled trades availability this fiscal year. A recent **condition assessment by a qualified preservation consultant** documents cracked glazing, rotted sills, and failing weather-stripping, confirming that immediate action is necessary to prevent further damage and preserve the building's historic character.

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 the history and background of the applicant?
- 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.

The **New Bedford Art Museum** is a 501c3 nonprofit dedicated to engaging audiences in exhibitions, exemplary education and creative experiences. Supporting artists and offering extensive youth programming with a focus on underserved and low-income youth. The Art Museum has undertaken extensive renovations of the present gallery space: flooring, lighting, walls, and expanding the space of gift shop - funded through private donation. Turowski2 Architecture, Inc. leads the design team and has taken on responsibility for controlled construction and overseeing all engineering and construction documentation and compliance.

R.P. Valois & Company act as construction management team and oversee permitting, schedule, labor management, subcontractor management, submittal management and job site safety.

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.

Completion of the window renovation project will require several steps to ensure compliance and readiness. These include obtaining **Massachusetts Historical Commission review and approval** of plans, securing any necessary **building permits**, and confirming adherence to **zoning regulations**. A **historic preservation agreement** will be finalized to document maintenance and treatment standards. Environmental assessments will confirm no adverse impacts. Known barriers include scheduling skilled preservation contractors and coordinating work around museum operations. These steps will be managed proactively to ensure timely, compliant project completion.

3 PROJECT MAINTENANCE (1000 Character Maximum)

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

Long-Term Maintenance Plan

After completion, the New Bedford Art Museum will implement a long-term maintenance program to preserve the renovated historic windows. Annual inspections by staff and preservation consultants will monitor sash, frame, glazing, and hardware conditions. Routine cleaning, lubrication, and prompt in-kind repairs will prevent deterioration. Maintenance records will document all work and guide future preservation. Environmental monitoring will ensure continued energy efficiency and visitor comfort, safeguarding the building's historic character and functionality for decades.

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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, i.e., hiring of a consultant.

The proposed window renovation project fully adheres to the **U.S. Secretary of the Interior's Standards for Rehabilitation**, as required under CPA legislation. Original materials, design features, and architectural details will be **preserved, repaired, or replaced in-kind** where deterioration prevents repair. Wood sashes, frames, muntins, glazing, and historic hardware will be **retained or carefully replicated** to maintain the building's historic character, while energy improvements (weather-stripping, storm inserts) will be implemented **without compromising defining features**.

Ensuring Ongoing Compliance

Compliance will be ensured through the engagement of a **qualified historic preservation consultant** who will oversee all work, review contractor methods, and approve materials. The consultant will provide **pre-construction documentation, periodic site inspections, and post-project certification**, verifying that all treatments meet the Secretary of the Interior's Standards. The Massachusetts Historical Commission will also review and approve project plans, ensuring alignment with state and federal preservation requirements throughout construction.

COMPLETE FOR PROJECTS WITH ACCESSIBILITY REQUIREMENTS ONLY

CPA Compliance (500 Character Maximum)

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

The project ensures ADA/MAAB compliance by maintaining accessible routes, clear egress, and safe, level surfaces in all renovated areas. Window restoration will not obstruct exits, pathways, or emergency access, and interior storm inserts and weatherproofing will be installed without creating barriers. All work will follow Massachusetts accessibility standards to guarantee safety and access for all building visitors.

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).

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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?

Funding History and Needs

Previous Funding and Support Attempts:

- **In-kind volunteer labor:** Tim Howland and Elizabeth Eccleston of R.P. Valois (Dartmouth) have agreed to provide pro bono project management oversight.
- **Design services:** T2 Architects, New Bedford, has committed to participate, contributing professional expertise in historic preservation design.
- **Grant applications:** The Art Museum has explored local and regional preservation grants; while interest has been expressed, no prior awards have been secured for this specific window restoration project.
- **Private donations:** Museum members and patrons have pledged support toward broader second-floor renovations, but dedicated funds for the windows alone remain insufficient.

CPA Funding Requirement:

- The project **requires CPA funding over two fiscal years** to complete the full scope of window preservation. Estimated annual requests: **FY26: \$150,000, FY27: \$100,000**, reflecting phased restoration of gallery bays and multipurpose areas.

Basis for Total CPA Request:

- The total CPA request of \$250,000 is based on **detailed cost estimates from R. P. Valois and T2 architects** including labor, historically accurate materials, glazing, weatherproofing, and compliance documentation. The phased approach ensures work is completed to preservation standards while managing cash flow.

Impact if CPA Funding is Reduced or Not Awarded:

- Without full CPA funding, the project would face **delayed preservation**, increasing risk of further deterioration and energy inefficiency. Partial funding would require **phasing or deferring work**, potentially leaving some windows unaddressed and compromising the building's historic integrity and public usability. Timely CPA support is critical to ensure **safe, sustainable, and complete restoration**, safeguarding the Anthony J. Catojo Building as a public cultural resource.

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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 after July 1, 202.

	ACTIVITY	ESTIMATED DATE
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PROJECT START DATE:	see appendices	see appendices
PROJECT MILESTONE:		
50% COMPLETION STAGE:		
PROJECT MILESTONE:		
PROJECT COMPLETION DATE:		

PROJECT BUDGET

Please include an **itemized budget** of all project expenses. 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 FY26***	\$	\$	\$	\$	\$
2		\$	\$	\$	\$	\$
3		\$	\$	\$	\$	\$
4		\$	\$	\$	\$	\$
5		\$	\$	\$	\$	\$
6		\$	\$	\$	\$	\$
7		\$	\$	\$	\$	\$
TOTAL PROJECT COSTS		\$ see appendices	\$	\$ see appendices	\$ see appendices	\$

* 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	Henry H Crapo Fund	\$ 10,000 Applied fall 2025, pending
2	Jacobs Family Fund	\$50,000 Applied fall 2025, pending
3	Cultural Facilities Fund	\$200,000, December 2025, pending
4	City of New Bedford	\$500,000, Applied fall 2025, pending
5	Cultural Facilities Fund	\$200,00 Approved 2022
6		
7		

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CONSTRUCTION BUDGET

To be completed for construction projects only

If you have a construction budget, it may be submitted in lieu of this page.

ACTIVITY CPA FUNDS OTHER FUNDS TOTAL

Acquisition Costs

Land \$ \$ \$

Existing Structures	\$	\$	\$
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Other acquisition costs \$ \$ \$ \$

Site Work (not in construction contract)

Demolition/clearance \$ \$ \$ Other site costs \$ \$ \$

Construction/Project Improvement Costs

New Construction \$ \$ \$

Rehabilitation	\$	\$	\$
Performance bond premium	\$	\$	\$ \$
Construction contingency	\$	\$	\$ \$

Other \$ \$ \$

\$

Architectural and Engineering (See Designer Fee Schedule for guidance): \$https://www.mass.gov/files/design_fee_schedule-_dsb_2015_2007.pdf

Architect fees \$ \$ \$

Engineering fees	\$	\$	\$
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\$

Other A & E fees \$ \$ \$

Other Owner Costs

\$-\$

Appraisal fees \$ \$ \$

Survey	\$	\$	\$
Soil boring/environmental/LBP	\$	\$	\$ \$
Tap fees and impact fees evaluation	\$	\$	\$ \$
Permitting fees	\$	\$	\$ \$
Legal fees	\$	\$	\$ \$

\$

Other \$ \$ \$

Miscellaneous Costs

\$-\$

Developer fees \$ \$ \$

Project reserves	\$	\$	\$
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\$

Relocation costs \$ \$ \$

\$

Project Administration & Management Costs

\$

Marketing/management \$ \$ \$

Operating/Maintenance	\$	\$	\$
Taxes	\$	\$	\$ \$
Insurance	\$	\$	\$ \$
Other	\$	\$	\$ \$ \$

TOTAL \$ \$ \$

\$

\$

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

At a meeting of the Board of Directors of Art Museum New Bedford_(organization) duly called and held on March, 2025 at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That Molly Goodman (person), the Board Chair (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:

Suzanne de Vegh
Name (printed)

_____(Affix Corporate Seal)
Signature

November 12, 2025 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

Suzanne de Vegh

Art Museum New Bedford

Federal Tax ID # 04-3274100.

November 12, 2025

Date

Community Preservation Act Project Application FY26 10

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

At a meeting of the Board of Directors of Art Museum New Bedford (organization) duly called and held on August, 20 22 at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That Suzanne deVegh (person), the Executive Director (title) of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and 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:

Molly Goodman

Name (printed)

Molly Goodman

Signature

(Affix Corporate Seal)

Chair Board of Directors

Title

11.20.2025

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 applicant, do hereby certify under the pains and penalties of perjury that said applicant 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]
Signature of authorized representative

Suzanne deVegh
Print Name

Art Museum New Bedford
Organization Name

04-3274100
Federal Tax ID #



New Bedford Art Museum
Building Improvements
New Bedford MA

21-Nov-22

Schematic Design Estimate

GFA

14,820

CSI CODE	DESCRIPTION	QTY	UNIT	UNIT COST	EST'D COST	SUB TOTAL	TOTAL COST
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RENOVATION

GROSS FLOOR AREA CALCULATION

Basement	5,055
Ground Floor	5,015
Second Floor	4,750

TOTAL GROSS FLOOR AREA (GFA)

14,820 sf

B20 EXTERIOR CLOSURE

B2010 EXTERIOR WALLS

042000 MASONRY

Note 4- remove lettering and clean; patch masonry holes at lettering and reinstall	24	ea	80.00	1,920
Note 5- patch holes in lime stone lintels (2 loc)	4	lf	150.00	600
Note 6- clean masonry and copper panel of organic growth	1,830	sf	8.00	14,640
General Note 4- repair and clean masonry joints at openings	533	lf	45.00	23,985
Allowance to clean limestone	1	ls	2,000.00	2,000
Spot replacement and repointing, allow	1	ls	2,000.00	2,000
Scaffold/Lifts to exterior walls	1	ls	10,000.00	10,000

090007 PAINTING

Clean steel lintels and paint w/ zinc rich paint (2 loc)	4	lf	75.00	300
Clean prep and paint etr louver (assumes in place)	29	sf	25.00	725
Remove prep, paint security grates; reinstall	168	sf	40.00	6,720

070001 WATERPROOFING, DAMPPROOFING AND CAULKING

Miscellaneous sealants	1	ls	2,000.00	2,000
SUBTOTAL				64,890

B2020 WINDOWS

061000 ROUGH CARPENTRY

Wood blocking at opes	612	lf	14.00	ETR
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070001 WATERPROOFING, DAMPPROOFING AND CAULKING

Remove and replace exterior sealant at opes; no HAZ MAT assumed	612	lf	15.00	9,180
Remove and replace interior sealant at operable opes; no HAZ MAT assumed	238	lf	15.00	3,570

084000 WINDOWS

Remove operable sash, remove off site, recondition and reinstall with new hardware	314	sf	160.00	50,240
Recondition inoperable window sash from exterior; no interior access	261	sf	90.00	23,490
Recondition inoperable window sash at interior and exterior; work completed on site	531	sf	120.00	63,720
New interior triple track storm windows w. insect screen	531	sf	75.00	39,825
Temp closure and removed windows	314	sf	12.00	3,768
Paint + Repair interior trim as needed	238	lf	50.00	11,900
Paint + Repair exterior trim as needed	612	lf	50.00	30,600

SUBTOTAL

236,293

B2030 EXTERIOR DOORS



99 High Street
Boston, MA 02110

Main: 617-330-2000
Fax: 617-330-2001

massdevelopment.com

June 22, 2022

Caroline Konzatti
Board, Development and Expansion Committee Chair
New Bedford Museum and Art Center, Inc.
608 Pleasant Street
New Bedford, MA 02740-6204

Dear Ms. Konzatti:

Congratulations! I am pleased to inform you that the New Bedford Museum and Art Center, Inc. request for a Capital Grant ("Grant") from the Cultural Facilities Fund ("Fund") has been approved in the amount of \$200,000 subject to the requirements in the attached Process Memorandum and Grant Agreement. The project for which the Grant has been approved is for acquiring and renovating an upper-level office space from the City of New Bedford, which will expand the Museum's square footage and reconfigure the existing building.

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Mike Kennealy
*Secretary of Housing &
Economic Development
Chairman*

Dan Rivera
President and CEO

MassDevelopment and our partner in this program, Mass Cultural Council, recognize the significant contributions that cultural facilities such as yours provide to the Massachusetts economy. We are confident that this grant will benefit not only your organization, but the Commonwealth as a whole. Thank you for your commitment and perseverance.

MassDevelopment helps to build the communities of the Commonwealth by stimulating economic development. We recognize the importance of working closely with cultural institutions and municipalities throughout the Commonwealth and are delighted that the Cultural Facilities Fund expands our opportunities to provide financial assistance to worthwhile projects such as yours.

If you have any questions, comments, or concerns, please contact Lillian Muñoz, by phone at 617-330-2066 or email at LMuñoz@MassDevelopment.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Rivera", is written over a light blue horizontal line.

Daniel Rivera
President & CEO
MassDevelopment

Enclosures: Process Memorandum
 Sample Capital Grant Agreement

cc: Jay Paget, Program Director, Mass Cultural Council
 Lillian Muñoz, Cultural Facilities Fund Portfolio Manager, MassDevelopment

R.P. Valois & Company

11/14/2025

NEW BEDFORD ART MUSEUM

608 PLEASANT STREET, NEW BEDFORD MA

EXCLUDES:

PREVAILING WAGES

HAZ MAT

HISTORIC WINDOW RESTORATION

PRELIMINARY BUDGET

Total Sales Price: **\$ 280,083.38**

Code	Project Overhead & Lot	Est. Cost or Bid	\$ / SF	Variance
ALLOWANCE	Permits & Fees	\$ 9,600.00	\$ -	\$ 9,600.00
NIC, BY OTHERS	Architecture & Engineering Fees	\$ -	\$ -	\$ -
USE EXISTING	Temporary Utilities	\$ -	\$ -	\$ -
	Subtotal - Project OH & Lot	\$ 9,600.00	\$ -	\$ 9,600.00

Code	Hard Costs	Est. Cost or Bid	\$ / SF	Variance
	General Conditions	\$ 7,357.81	\$ -	\$ 7,357.81
	Dumpsters & Cleanup	\$ 3,245.00	\$ -	\$ 3,245.00
	Staging / Site Protection	\$ 42,800.00	\$ -	\$ 42,800.00
RESTORE (6) WINDOWS	Large Window Restoration	\$ 156,000.00	\$ -	\$ 156,000.00
	Painting	\$ 16,000.00	\$ -	\$ 16,000.00
	Subtotal of Hard Costs:	\$ 225,402.81	\$ -	\$ 225,402.81

	Tot. Hard Costs & Proj. OH	\$ 235,002.81	\$ -	\$ 235,002.81
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	Company Overhead (G&A)	\$ 22,540.28	\$ -	\$ 22,540.28
	Builder's Margin	\$ 22,540.28	\$ -	\$ 22,540.28
	Total Sales Price:	\$ 280,083.38		\$ 280,083.38

2025 New Bedford Art Museum
Board of Trustees

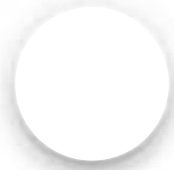
Molly Goodman, Chair	molly.goodman@comcast.net
Timothy Mahoney, Co-Chair	tmaho505@gmail.com
Pete Covill, Treasurer	pete@hccinsuranceagency.com
Marcellina Pina-Christian, Secretary	marcelina.pina-christian@newbedford-ma.gov
Ana Jones	Ana.Jones@bcsbmail.com
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Mass.gov



MassTaxConnect

[<](#) NEW BEDFORD MUSEUM & ART CENTER INC

Certificate of Good Standing - Confirmation

- **Confirmation Number:** 1-344-724-384
- **Submitted Date and Time:** 11/13/2025 4:21:28 PM
- **Legal Name:** NEW BEDFORD MUSEUM & ART CENTER INC

Your *Certificate of Good Standing* application has been submitted. Please print this page and save the confirmation number above for your records. A confirmation email will be sent shortly. The information you provided will be reviewed in a timely manner.

If your submission is approved, the *Certificate of Good Standing* will be available to download. A copy of the certificate will also be mailed to the address we have on file.

Contact Us

If you need further assistance, please contact the Department of Revenue at (617) 887-6400. Business hours are Monday through Friday, 9:00 a.m. to 4:00 p.m.

[OK](#)[Print Confirmation](#)



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ANDREA JOY CAMPBELL
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200
www.mass.gov/ago

AG #:033610

NEW BEDFORD MUSEUM AND ART CENTER, INC.

608 Pleasant Street

New Bedford, Massachusetts 02740

To Whom It May Concern:

Massachusetts General Laws Chapter 12, Sections 8E and 8F requires all non-profit charitable organizations to initially register and file annual reports with the Non-Profit Organizations / Public Charities Division ("Division") of the Office of the Attorney General. Massachusetts General Laws Chapter 68, Section 19, requires a Certificate of Solicitation from the Division prior to engaging in charitable solicitations.

Please be advised that the NEW BEDFORD MUSEUM AND ART CENTER, INC. is registered with the Division as a public charity and assigned AG #:033610 up to date with its annual filings, and has a Certificate of Solicitation valid through 11/15/2025.

Please feel free to contact me at oliver.roy@mass.gov if you have any questions or concerns.

Sincerely,

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
G.P.O. BOX 1680
BROOKLYN, NY 11202

DEPARTMENT OF THE TREASURY

Date: 08 JUL 1996

NEW BEDFORD MUSEUM AND ART CENTER
INC
603 PLEASANT STREET
NEW BEDFORD, MA 02740

Employer Identification Number:
06-3274100
Case Number:
116142002
Contact Person:
ANDRUE CHAN-MANN
Contact Telephone Number:
(718) 488-2874
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the

Letter 947 (DO/CG)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into on this 12th day of November, 2025, by and between HOUSING/70 CORPORATION ("Lessor"), a Massachusetts nonprofit corporation having an address of 133 William Street, New Bedford, MA 02740 and NEW BEDFORD MUSEUM AND ART CENTER, INC., d/b/a New Bedford Art Museum/Art Works! ("Lessee"), a Massachusetts limited liability company, with an address 608 Pleasant Street, New Bedford, MA 02740. Lessor and Lessee are hereinafter referred to, together, as the "Parties" and, singly, as a "Party."

WHEREAS, Lessor owns the parcel of land with the building known as the "Vault Building" (the "Building") and other improvements thereon, located at 608 Pleasant Street, New Bedford, Massachusetts, identified by Lessor of New Bedford Assessor's as Parcel 52-156, containing 0.1315 acres or 5,728 square feet, more or less, and described in a deed recorded with the Bristol (South District) Registry of Deeds in Book 2962, Page 311 (the "Property");

WHEREAS, Lessee has been occupying the Building and operating an arts museum thereon pursuant to a license, and wishes to lease the entire Property for the purpose of securing funding to undertake major capital repairs and/or improvements to the Building and the Property; which capital repairs will considerably improve the value and longevity of the Building in addition to making it more suitable for housing an Art Museum (the "Project") All capital repairs will be subject to approval by Lessor;

WHEREAS, Lessor is amenable to negotiating potential extensions of this lease for up to a total maximum term of thirty (30) years to permit Lessee to obtain and secure financing to fund and undertake the Project on the terms and conditions set forth herein; and

WHEREAS, Lessor and Lessee wish to set forth herein the terms governing Lessee's use of the Property

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1 - PREMISES

1.1 **The Premises**. Lessor leases to Lessee, and Lessee leases from Lessor, the Property, including, without limitation the Building and all walkways, pathways, parking areas, and access ways serving the Property, together with any and all easements, rights, privileges, licenses, covenants and other matters that benefit or burden the Property (collectively, the "Premises").

1.2 **Condition of the Premises**. The Premises are delivered to Lessee, and Lessee accepts the Premises, in their present condition, "AS IS," it being agreed that Lessee has had an opportunity to examine and inspect the Premises, and accepts the Premises without any representation or warranty of any kind or nature, express or implied, in fact or by law, on the part of Lessor and without recourse to Lessor. Lessor shall have no obligation to do any work on or make any alterations and/or improvements to or with respect to the Premises or the condition thereof, except as otherwise expressly provided for in this Agreement.

1.3 **Lessor's Access.** Except for those provisions of the Lease that have different notice requirements, Lessor and/or its agents may, upon giving a minimum of seventy-two (72) hours' prior notice to Lessee, which may be oral notice, enter the Premises from time to time to inspect the Premises, to abate any violations of the terms hereof, to make such repairs, alterations and/or improvements as Lessor deems appropriate, and for the purpose of exercising any other rights held by Lessor by this Lease, provided the same do not interfere unreasonably with Lessee's use and quiet enjoyment of the Premises. Notwithstanding the foregoing, that Lessor may enter the Premises at any hour and without prior notice in the case of an emergency threatening harm to person and/or property, in which case notice shall be given as soon as practicable.

SECTION 2 - TERM OF LEASE

2.1 **Initial Term.** The initial term of this Lease shall be five (5) years (the "**Initial Term**"), commencing on November 12, 2025 (the "**Effective Date**"), and terminating on the fifth (5th) anniversary thereof.

2.2 **Extension Term.** This Lease may be extended for an additional five (5) years (the "**Extension Term**" and, with the Initial Term, the "**Term**") by the Parties if Lessee sends written request of extension to Lessor at least six (6) months prior to the expiration of the Initial Term (but no sooner than nine (9) months prior to the expiration of the Initial Term) (the "**Extension Request**") and Lessor, in its sole and absolute discretion, consents to said extension in writing sent to Lessee within thirty (30) days of said Extension Request. Landlord's failure to send notice to Lessee shall be deemed to be a denial of the Extension Request. Each "**Lease Year**" shall be a twelve-month period commencing on the Effective Date and on each anniversary thereof during the Term.

SECTION 3 - RENT; UTILITIES

3.1 **Base Rent.** Lessee agrees to pay Lessor base rent in the amount of One Dollar (\$1.00) for the Term of this Lease, to be paid on the Effective Date (the "**Base Rent**").

3.2 **Installation of Utilities.** Lessee acknowledges that Lessor shall have no obligation under this Lease to provide or pay for any facilities, utilities, or services of any kind to the Premises whatsoever during the Term of this Lease. Lessee shall be responsible for providing and paying for any additional utilities and/or equipment as Lessee may need for its use of the Premises, and installing, maintaining, repairing, and/or replacing the same. Before Lessee installs any additional utilities and/or makes any alterations to the Premises to accommodate any utilities, Lessee shall obtain the prior written consent of Lessor and shall install the same in conformity with plans and specifications provided by Lessee and approved by Lessor, in accordance with the terms of Section 4, said consent not to be unreasonably withheld, and all costs incurred in connection therewith, including installation, maintenance and repairs of the same, shall be Lessee's sole obligation.

3.3 **Utility Charges.** For the first five (5) Lease Years, Lessee shall pay or arrange for payment of all charges and fees for water, sewer, electricity, gas, heat, steam, air conditioning, ventilating, lighting systems, telephone, internet and other utilities and/or services provided to the Premises ("**Utility Charges**"). In the event that this lease is extended beyond the initial term of the lease in accord with Section 2 of this lease, commencing on and from the sixth (6th) Lease

Year, all Utility Charges shall remain the responsibility of Lessee, who shall pay them directly to the utility provider and shall, at Lessor's request, provide evidence of the payment thereof.

3.4 **Additional Rent.** Lessee shall not be required to pay real estate taxes, assessments, or betterments with respect to the Property provided that (a) Lessee remains a non-profit organization and uses the Property for "public purposes", as set forth in G.L. c. 59, §2B, as the same may be amended from time to time, and the Property is owned by Lessor or any other entity that is exempt from real estate. Lessee shall be required to pay any and all other taxes, charges and/or fees applicable to Lessee's use and/or operation of the Premises and/or Lessee's personal property located on the Premises, including the Utility Charges, on or before the same shall be due (including any other sums to be paid by Lessee under this Lease, "**Additional Rent**"). Lessee shall pay the Additional Rent directly to the charging authority, as provided below. The Base Rent and the Additional Rent are referred to, together, as the "**Rent**."

3.5 **General Rent Provisions.** Rent shall be payable by Lessee to Lessor without counterclaim, notice, demand, abatement or offset. All Rent and other payments required to be made by Lessee to Lessor under this Lease shall be paid by check made payable to the "City of New Bedford" and delivered to Lessor at the address set forth above, or at such other place as Lessor may from time to time direct by written notice to Lessee, provided, however, that any Additional Rent, including any Utility Charges, that are charged directly to Lessee shall be paid by Lessee directly to the authority, agency, party or entity charging such amounts, so long as Lessee makes such payment on or before the date such payment is due, and provides Lessor with proof of payment promptly upon request.

3.6 **Interest.** All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received in full by Lessor at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor (the "**Default Rate**").

SECTION 4 - ALTERATIONS AND/OR IMPROVEMENTS

4.1 **The Project.** Lessee intends, subject to obtaining any and all federal, state, and/or local permits, approvals and/or licenses required to undertake the Project (the "**Permits**") and funds in an amount sufficient, in Lessor's and Lessee's reasonable determination, to undertake and complete the Project. The Project shall be designed to enhance the use of the Property for the Permitted Uses (defined below).

4.2 **Approved Plans and Specifications.** Lessee shall not make any alterations, improvements, additions, replacements, relocations or other changes to the Premises, including the Project (the "**Alterations**"), without Lessor's prior written consent, which shall not be unreasonably withheld. Lessee shall, at its cost, prepare and deliver to Lessor (including, without limitation, to the City of New Bedford Mayor's Office and the City of New Bedford Department of Facilities and Fleet Management) complete working drawings, plans and specifications specifying the location, size and specifications of the Alterations and such other items as Lessor may reasonably request, and specifically describe all proposed Alterations and include a construction schedule, and obtain Lessor's approval of Lessee's plans for such Alterations at least forty-five (45) days prior to undertaking the same. Lessee agrees to address reasonable safety and aesthetics issues raised by Lessor. If Lessor fails to disapprove the plans within said forty-five (45) day period, said plans for the Alterations shall be deemed to be

approved, provided that the deemed-approved provision is expressly set forth in the notice to Lessor. The plans and specifications, as approved by Lessor and or deemed approved, are referred to as the "Approved Plans". The review and approval by Lessor under this Lease shall be in addition to any other approvals required under all applicable federal, state and local laws, rules and regulations.

4.3 **Construction Costs.** Lessee shall repair, at its sole cost and expense, any damage caused to the Premises or any improvements thereon arising out of or caused by the act or omission of Lessee or its employees, agents, representatives, contractors, subcontractors, invitees and others acting by or through Lessee (with Lessee, the "Lessee Parties").

4.5 **Compliance with Laws.** Lessee shall procure all necessary permits before undertaking any Alterations on the Premises and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of good quality and shall defend, hold harmless, exonerate and indemnify Lessor from all injury, loss or damage to any person or property occasioned by such work. Lessee shall at all times comply with any and all applicable federal, state, and/or local laws, codes, ordinances, rules and regulations, including, without limitation, the Environmental Laws (defined below), Massachusetts public bidding laws, if applicable, any rules and regulations of the Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus (collectively, the "Applicable Laws"). Lessee agrees to employ responsible contractors for such Alterations and shall cause such contractors to carry the insurance required under Section 10 and agrees to submit certificates evidencing such coverage to Lessor prior to the commencement of and during the continuance of any such work.

4.6 **Performance and Payment Bonds.** Prior to the commencement of any Alterations, including the Project, Lessee shall, at Lessor's request, provide Lessor with copies of a performance and a labor and materials payment bond provided by Lessee's contractor, in the amount of 100% of the value of the contract, ensuring the completion of the work and payment for labor and materials, which bonds shall name Lessee and Lessor as co-obligees under said bond (the "Bond"), which Bond may also name any or all Financing Parties.

4.7 **Liens and Encumbrances.** Lessee shall not permit any mechanic's liens, or similar liens to remain upon the Premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee, and shall cause any such lien to be released of record without cost to Lessor within thirty (30) days after Lessee receives notice of filing of same. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter who contract with Lessee for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises are hereby charged with notice that they must look exclusively to Lessee to obtain payment for same. Lessee agrees that it will, on request from Lessor, comply with any and all reasonable requirements of Lessor with respect to the work performed or materials furnished by Lessee or its agents, contractors, and sub-contractors in the Premises.

4.8 **Ownership of Improvements.** Lessor shall retain legal title to the Premises and all improvements now or hereinafter installed or made by or on behalf of Lessor. All Alterations made by Lessee and fixtures installed by Lessee shall be owned by Lessee during the Term of

this Lease, but, except for those Alterations that may be removed without harm to the Premises, will become the exclusive property of Lessor upon the expiration or earlier termination of this Lease, without any payment by Lessor therefor.

4.9 Inspection of Improvements. Lessor's representatives may enter upon the Premises from time to time on reasonable notice to Lessee for the purpose of inspecting any repairs, Alterations or other work being done on or to the Premises, and such entry shall not be construed to be a violation of Lessee's right to possession of the Premises. At final completion of any Alterations, Lessor shall have the right to inspect the work to determine material conformity with the Approved Plans and may direct Lessee to perform such additional work as may be necessary to materially conform to the same. Further, within sixty (60) days after final completion of the Alterations or the completion of other major improvements on or to the Premises, Lessee shall prepare at its expense and deliver to Lessor one complete, legible and reproducible full-sized set of as-built plans or their equivalent showing the Alterations and/or other improvements, as the case may be, and, if reasonably requested by Lessor, a certified ALTA survey plan.

SECTION 5 - USE OF PREMISES

5.1 Permitted Uses. Lessee agrees that the Premises shall be used primarily as an art museum and related uses, including: safeguarding and maintaining the works of art in its custody; sponsoring programs to interest the public in works of art and artists, creating cultural activities and educational and/or artistic opportunities and events, all of which shall be open to all members of the the public, subject to reasonable regulations, on a year round basis, at regularly scheduled hours that are acceptable to Lessee and Lessor; promoting, marketing and advertising exhibits, events, and/or programs held at the Premises; and sponsoring fundraisers and applying for grants to benefit Lessee and its activities on the Premises (the "Permitted Uses"). In addition, Lessee agrees to assist and cooperate with Lessor by applying for grant funds for the benefit of Lessee and/or the Premises. Lessee agrees that it shall not make any Alterations that are inconsistent with the Permitted Uses.

5.2 Lessee Services. In addition to using the Premises for the Permitted Uses, Lessee agrees to provide the following services: (a) City of New Bedford employees shall be eligible for free individual memberships at the Museum. City of New Bedford employees must contact, Cemanager@newbedfordart.org to apply. Limit one CE membership per employee; (b) Lessee agrees to hold an exclusive annual exhibition-related lecture and reception for City of New Bedford employees to be held at the Building. The exhibition and lecture are subject to Lessee's discretion. The event will be open to City of New Bedford employees who have the CE membership and who register in advance for the event; (c) Lessee shall curate an annual art exhibition at City Hall in a location of the City's choosing; (d) Lessee shall hold an annual juried exhibition at the Building for New Bedford public school children's artwork. The jury will be composed of Lessee staff, public school art teachers, and a designee of the City of New Bedford Mayor. Lessee may limit each year's submissions to one age range, alternating elementary, middle, and high school schools; (f) Lessor shall have one seat on Lessee's Board of Directors, which shall be held by the Mayor of the City of New Bedford or his designee.

5.3 Annual Report. Lessee shall, on each anniversary of the Effective Date during the Term of this Lease, submit to Lessor a detailed report on all events, programs and exhibits held at

the Premises and other activities and/or efforts taken by Lessee to promote the Permitted Uses during the previous Lease Year (the "Annual Activities Report").

5.4 **Compliance with Applicable Laws.** Lessee acknowledges that it shall use and maintain the Premises in compliance with all federal, state and local laws, rules, regulations, codes, and/or ordinances (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) applicable to the Premises and/or Lessee's use thereof (collectively, the "Applicable Laws").

5.5 **Hazardous Substances.** Lessee shall not bring or permit to be brought or kept on the Premises, or release and/or otherwise dispose of any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical, or substance, including without limitation any item defined as hazardous pursuant to any of the Environmental Laws or any other materials that are included under or regulated by any Environmental Law, except for (i) materials, chemicals or substances customarily associated with the Permitted Uses, and (ii) those ordinary and customary cleaning products, pesticides and other chemicals and compounds used in connection with property management Uses, provided the same are used in compliance with all Environmental Laws ("Hazardous Substances"). "Environmental Laws" means, collectively, any Applicable Laws pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"), the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E §§ 1 et seq., and/or any other applicable federal or state statute or city or county ordinance regulating the generation, storage, containment or disposal of any Hazardous Substances or providing for the protection, preservation or enhancement of the natural environment, and any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, stormwater drainage, and underground and above ground storage tanks.

5.6 **Hazardous Substances Indemnity.** Lessee shall indemnify, defend with counsel acceptable to Lessor and save harmless Lessor from and against any and all claims (including, without limitation reasonable attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines within the meaning of any Environmental Law) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against any of Lessor and/or its agents, employees, representatives, boards, and/or commissions arising from or related to the failure of the Lessee or any of the other Lessee Parties to comply with the Environmental Laws at any time Lessee has used and/or occupied the Premises prior to the the Term of this Lease, during the Term of this Lease, and through the date on which this Lease expires or is terminated and Lessee has vacated and surrendered of the Premises as required hereunder), the release or threatened release of any Hazardous Materials on or from the Premises, and/or for contributing to and/or exacerbating any environmental condition existing on the Premises. Lessor shall have no responsibility to Lessee or any of the other Lessee Parties for the presence of Hazardous Substances on the Premises or be required to abate or remediate the same; if Hazardous Substances are present on the Premises and materially interfere with Lessee's use of the Premises for the Permitted Use, Lessee sole and exclusive remedy is to terminate this Lease without recourse. The provisions of this Section shall survive the expiration or earlier termination of the Lease.

5.7 **Abandonment of Use.** Subject to fire or other casualty and/or other Force Majeure event outside the control of Lessee, and except during the construction of the Project, Lessee covenants and agrees to continuously and uninterruptedly use the Premises for the Permitted Use. Subject to Section 9.8 hereof, if the Premises are not used for the Permitted Uses for a continuous period of one hundred and twenty (120) days, the Premises shall be deemed abandoned, deserted, or vacated by Lessee, and Lessor shall have the right to terminate this Lease and recover exclusive possession of the Premises by written notice to Lessee. In the event Lessor exercises its right to terminate this Lease under this Section, this Lease shall terminate as of the date that is sixty (60) days after the date of Lessor's notice to Lessee thereof, and Lessee's rights with respect to this Lease shall terminate as of such date, except for those provisions stated herein to survive the termination hereof. For purposes of this Lease, the term "Force Majeure" means acts of God, fire, storm, strikes, blackouts, labor disputes, riot or civil insurrection, terrorism, inability to maintain materials, equipment or labor, epidemic, pandemic, including, without limitation, COVID-19, or any other unforeseen event or cause preventing performance of an obligation that is beyond the reasonable control of the person required to perform such obligation, provided, however, that in no event shall a lack of funds constitute Force Majeure.

SECTION 6 - ASSIGNMENT AND SUBLETTING

Lessee shall not assign, sublet, underlet, mortgage, pledge and/or encumber (collectively referred to as "Transfer") this Lease without Lessor's prior written consent, which may be withheld in Lessor's sole reasonable discretion. Consent by Lessor, whether express or implied, to any Transfer shall not constitute a waiver of Lessor's right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of Lessor's right to terminate this Lease upon any subsequent Transfer. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of Lessee's interest in the Lease by operation of law.

Lessor, in its sole discretion and without the consent of the Lessee, but with notice to the Lessee, may assign this lease to the City of New Bedford or to any non profit entity.

SECTION 7 - REPAIRS AND MAINTENANCE

7.1 **Lessee's Responsibility.** Except as provided in Section 7.2, Lessee shall be responsible for maintaining the Premises in good, safe, and clean order, condition and repair, including, without limitation, any electronic surveillance systems, reasonable use and wear excepted, all at Lessee's sole cost and expense. Lessee shall also, at its sole expense, keep and maintain the Premises and all sidewalks, curbs and drives on or adjoining the same in a clean and orderly condition, free of dirt, rubbish, and unlawful obstructions. Lessee shall be responsible for removing snow and ice from the Premises, including all sidewalks, walkways, and parking areas. Lessee shall be responsible for janitorial services and removing trash from the Premises and the collection and disposal thereof. Lessee shall not allow rubbish or trash to accumulate on or about the Premises. Lessee agrees to keep, operate, use and maintain every part of the Premises in conformity with all requirements of the law and applicable fire underwriting and related regulations, and to do all other work necessary to comply with the foregoing covenant. Lessee acknowledges that Lessor shall have no obligation to maintain the Premises hereunder, or to pay for the same, except as provided below.

7.2 **Lessor's Responsibility.** Notwithstanding the provisions of Section 7.1, Lessor shall be responsible for all repairs to the Building exterior, the roof, framing, floor slabs, exterior walls, the foundation of the Building, electrical fixtures, plumbing and utility lines serving the Property, the boilers, and the heating and ventilating system and the fire protection equipment and systems serving the Building, provided that the foregoing shall not include (a) ordinary or normal day to day maintenance or any repair or upkeep or any work that is necessary as a result of Lessee's failure to maintain the Premises in the condition required hereunder, and/or (b) any damage caused by or related to the act, omission, negligence or willful misconduct of Lessee or any of the other Lessee Parties (collectively, the "Lessor Capital Repairs"). In no event shall Lessor Capital Repairs include any work to any equipment, furnishings and Tenant's equipment, machinery, and/or other personal property on the Premises. Lessor shall make such Lessor Capital Repairs within a reasonable time, subject to an appropriation of funds for such purposes and consistent with Lessor's budgetary, appropriation, borrowing and procurement requirements.

7.3 **Annual Inspections, Budget.** Without limiting Lessor's rights to access the Premises under other provisions of this Lease, Lessor hereby specifically reserves the right to conduct an annual inspection of the Premises, and Lessee shall allow entry and access to the New Bedford Fire Chief, Inspector, and such other persons as the Lessor may designate, for the purpose of investigating the condition of the Premises. Lessor shall provide Lessee with a minimum notice of seventy-two (72) hours, and shall not interfere unreasonably with Lessee's use of the Premises. for the purpose of investigating the condition of the Premises and preparing a written report or list of all maintenance, repairs, alteration, replacements, and/or repairs (collectively, the "**Work Items**") that are reasonably anticipated to be made to the Premises over the course of the next lease year. Lessee and Lessor shall meet to review the Work Items, prepare a schedule for the performance of the Work Items, and assess if any Work Item constitutes a Lessor Capital Repair and/or the party responsible for the same. Lessee shall update the list during the course of the lease year, and, at the expiration of any lease year, include with the estimated report a list of Work Items completed over the previous lease year

7.3 **Lessee's Failure to Maintain.** If Lessee shall fail to maintain the Premises in the condition required herein, and the same is not cured within thirty (30) days after written notice by Lessor specifying the failure (or immediately, in any emergency threatening life or property), Lessor shall have the right (but shall not be obligated) to undertake such repairs, replacements or perform maintenance work or any other work required of Lessee pursuant to this Lease and charge the reasonable cost thereof to Lessee, with interest, which shall be paid by Lessee within thirty (30) days of presentment of invoices from Lessor therefore.

SECTION 8 - TRANSFER OF LESSEE'S INTERESTS

8.1 **Transfer.** Notwithstanding the provisions of Section 6, Lessee may, upon prior written notice to Lessor, from time to time, encumber, hypothecate or mortgage its interest in the Premises with one or more leasehold mortgages, assignments of leasehold interest or any other security instruments in favor of a lender or lenders as partial security for a loan or loans for the Alterations to be made to the Premises (a "**Permitted Mortgage**" and the holder of such Permitted Mortgage, a "**Permitted Mortgagee**"). Each such Permitted Mortgage shall mature no later than the last day of the term of this Lease, be a leasehold mortgage only, and be expressly subject and subordinate to the terms and conditions of this Lease. It is expressly understood and agreed that Lessee has no right to mortgage or otherwise encumber the fee title to the Premises, except that Lessee may encumber the improvements that Lessee constructs on the Premises. Lessee shall promptly deliver to Lessor a true copy of the Permitted Mortgage and any assignment thereof. Lessee shall notify Lessor of the address of the Permitted Mortgagee to which notices may be sent, it being understood and agreed that Lessor shall have no obligation to notify a Permitted Mortgagee of any default under this Lease until and unless the then-current address of such Permitted Mortgagee shall have been provided to Lessor in writing. Lessor and Lessee hereby agree that there shall be no modification of this Lease that would materially and adversely affect such Permitted Mortgagee's rights hereunder without the prior consent in writing of the Permitted Mortgagee.

8.2 **Permitted Mortgage Not a Transfer.** For the purpose of this Section 8, the making of a Permitted Mortgage shall not be deemed to constitute a Transfer of this Lease, nor shall any Permitted Mortgagee, as such, be deemed an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require such Permitted Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Lessee to be

performed hereunder; but the purchaser at any sale of the leasehold interest created by this Lease in any proceedings for the foreclosure of any Permitted Mortgage, or the assignee or transferee of such leasehold interest under any instrument of assignment or transfer in lieu of the foreclosure of any Permitted Mortgage, shall be deemed to be an assignee or transferee (without requiring the consent of Lessor pursuant to Section 6) and shall be deemed to have assumed the performance of all of the terms, covenants and conditions on the part of Lessee to be performed hereunder from and after the date of such purchase and assignment, and shall execute a written instrument assuming Lessee's obligations hereunder promptly upon request by Lessor.

8.3 **Permitted Mortgagee Cure Rights.** If there is a Monetary Event of Default (defined in Section 9.1), Lessor shall not have the right to terminate this Lease unless Lessor shall have given a copy of the Monetary Termination Notice to Lessee and the Permitted Mortgagees, and Lessee and/or such Permitted Mortgagees (without being under any obligation to do so), shall have failed to cure such Monetary Default within the thirty (30)-day notice period set forth in the Monetary Termination Notice (defined in Section 9.2). In the case of a Non-Monetary Event of Default, Lessor shall not have the right to terminate this Lease unless Lessor shall have given a copy of the Non-Monetary Termination Notice (defined in Section 9.2) to Lessee and the Permitted Mortgagees and such Permitted Mortgagees, without being under any obligation to do so, shall have failed to cure such Non-Monetary Event of Default within the sixty (60) day-period set forth in Section 9.2.

SECTION 9 - DEFAULT AND TERMINATION

9.1 **Event of Default.** Each of the following events shall be deemed an "Event of Default" hereunder:

(a) if Lessee shall fail to pay, as and when due, any payment of Rent or other sums payable under this Lease or to observe any provision that is curable by a payment of money, including Lessee's obligation to maintain the insurance required under this Lease and such failure shall continue for a period of thirty (30) days after notice from Lessor to Lessee (any, a "Monetary Event of Default");

(b) if Lessee fails to perform or comply with any other of the other terms or conditions of this Lease, other than those referred to in subsections (a) and (c) of this Section 9.1, for a period of sixty (60) days after notice from Lessor to Lessee specifying the items in default (a "Non-Monetary Event of Default"); and/or

(c) if Lessee shall initiate the appointment of a receiver to take possession of all or any portion of the Premises or Lessee's leasehold estate for whatever reason, or Lessee shall make an assignment for the benefit of creditors, or Lessee shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if there shall be initiated against Lessee any such proceedings which are not dismissed or stayed on appeal or otherwise within ninety (90) days, or if, within ninety (90) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal.

Notwithstanding the foregoing, if there is a Non-Monetary Event of Default under Subsections 9.1(b) and such Non-Monetary Event of Default is caused primarily because of a Force Majeure event, then such Event of Default shall be excused only for the period of delay caused by the Force Majeure event.

9.2 **Remedies.** Upon an Event of Default, Lessor at any time thereafter may give written notice to Lessee specifying such Event or Events of Default and stating that this Lease and the Term shall expire and terminate on the date specified in such notice, which shall be least thirty (30) days after the giving of such notice if the Event of Default is a Monetary Default (the "Monetary Termination Notice"), and which shall be at least sixty (60) days for any other Event of Default (the "Non-Monetary Termination Notice"), subject to the rights for notice and cure for the Permitted Mortgagees as set forth in Section 8.3. Upon the date specified in such Monetary Termination Notice or the Non-Monetary Termination Notice, as the case may be, this Lease and the Term and all rights of Lessee under this Lease shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Lease shall remain in full force and effect), and Lessee shall remain liable as hereinafter provided. In the event that Lessee and the Permitted Mortgagees elect not to remove the improvements, as provided in Section 4.9, all improvements shall become the property of Lessor without the necessity of any deed or conveyance from Lessee to Lessor. Lessee agrees upon request of Lessor to immediately execute and deliver to Lessor any deeds, releases or other documents deemed necessary by Lessor to evidence the vesting in Lessor of the ownership of all improvements. Upon such termination, Lessor may re-enter the Premises and dispossess Lessee and anyone claiming by, through or under Lessee by summary proceedings or other lawful process.

9.3 **Right to Perform Lessee's Obligations.** (a) Upon any Event of Default, Lessor may, but shall be under no obligation to, cure such default. Lessor may enter upon the Premises (after seven (7) days' written notice to Lessee except in the event of emergency) for any such purpose, and take all such action thereon, as may be necessary.

(b) Lessor shall not be liable for inconvenience, annoyance, disturbance or other damage to Lessee or any operator or occupant thereof by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of Lessee under this Lease shall not be affected thereby. Lessor shall minimize interference with the use of the Premises for the Permitted Use.

(c) All reasonable sums so paid by Lessor and all reasonable costs and expenses incurred by Lessor, including reasonable attorneys' fees and expenses, in connection with the performance of any such act, together with interest at the Default Rate from the date of such payment or incurrence by Lessor of such cost and expense until the date paid in full, shall be paid by Lessee to Lessor, as Additional Rent, on demand. If Lessor shall exercise its rights under this Section to cure a default of Lessee, Lessee shall not be relieved from the obligation to make such payment or perform such act in the future, and Lessor shall be entitled to exercise any remedy contained in this Lease if Lessee shall fail to pay such obligation to Lessor upon demand.

9.4 **No Waiver.** No failure by either Lessor or Lessee to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either Lessor or Lessee, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by Lessor or Lessee of any breach shall affect or alter this Lease, but each and every agreement,

term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

9.5 **Injunctive Relief.** In the event of any breach by Lessee of any of the agreements, terms, covenants or conditions contained in this Lease, Lessor shall be entitled to enjoin such breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

9.6 **Remedies Cumulative.** Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor or Lessee of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

9.7 **Lessor Default.** Lessor shall not be in default of any of its material obligations under this Lease unless and until Lessee shall have given written notice to Lessor specifying the nature of such default and Lessor shall have failed to cure the same within ninety (90) days from the date of said notice, provided that if such default cannot reasonably be cured within said ninety (90)-day period, if Lessor shall have failed to commence the cure within the ninety (90)-day period and thereafter completed the same within a reasonable period of time, provided, however, that if Lessor's ability to cure is delayed primarily because of a Force Majeure event, then such Event of Default shall be excused only for the period of delay caused by the Force Majeure event.

9.8 **Surrender.** Lessee shall, at the expiration of this Lease or within sixty (60) days from its earlier termination, remove Lessee's personal property from the Premises, restore the Premises to the condition it was in as of the Effective Date, reasonable wear and tear excepted, in the condition it was required to be maintained hereunder, and surrender and deliver the Premises to the possession and use of Lessor in a broom-clean condition without delay. Lessee may also remove such Alterations that can be removed without any harm to the Premises. The Premises shall be delivered free and clear of all liens and encumbrances other than those existing on the Effective Date or those created or suffered by Lessor, and without any payment by Lessor on account of any Alterations that are to remain on the Premises. If, as a result of any removal of any Lessee property and/or Alterations and/or the actions or omissions of any of the Lessee Parties, the Premises, the Alterations to remain, and/or other improvements thereon are damaged, Lessee shall fully repair such damage and shall restore the Premises to the condition they are required to be maintained in hereunder, at Lessee's sole cost and expense.

SECTION 10 - INDEMNIFICATION; RELEASE

10.1 **Indemnification.** Lessee shall defend, indemnify, and save harmless Lessor from and against any and all claims, actions, proceedings, damages, demands, losses, expenses, and/or liabilities of any kind or nature (the "Claims") arising from or relating to (a) Lessee's failure to comply with the terms of this Lease, including, without limitation, Lessee's failure to comply with the Applicable Laws, (b) the exercise of the rights granted hereunder, (c) the act, omission,

negligence, willful misconduct or intentional conduct of Lessee or any of the other Lessee Parties, (d) any accident, injury, or damage whatsoever, however caused, to any person, or to the property of any person, in or about the Premises, however caused, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of any of the Lessee Parties, and/or (e) the construction of the Project and/or any work done on and about the Premises. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys' fees, and the defense thereof with counsel acceptable to Lessor or counsel selected by an insurance company which has accepted liability for any such claim. Notwithstanding the foregoing, Lessee shall not be obligated to indemnify Lessor for any Claims arising out of or related to the gross negligence or willful misconduct of Lessor. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to Lessor which would exist at common law or under any other provision of this Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance required under this Lease.

10.2 **Release.** To the maximum extent this Lease may be made effective according to law, Lessee agrees to use and occupy the Premises at Lessee's own risk, and that Lessor shall not be liable for, or suffer loss by reason of, any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Premises, specifically including any damage or injury to the person or property of Lessee or any of the Lessee Parties, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Premises, except to the extent caused directly by the negligence or willful misconduct of Lessor Parties. Without limitation, Lessee agrees that Lessor shall not be responsible or liable to Lessee, or those claiming by, through or under Lessee, for any loss or damage resulting to Lessee or any of the other Lessee Parties its or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas or steam pipes located on the Premises.

10.3 **Survival.** The provisions of this Section shall survive the expiration or termination of this Lease.

SECTION 11 - INSURANCE

11.1 **Required Insurance.** Lessee shall obtain and keep in force at its own expense, so long as this Lease remains in effect and thereafter so long as Lessee or anyone claiming by, through or under Lessee, uses or occupies the Premises or any part thereof, policies of insurance for the benefit of such parties, in the amounts, and in the manner and form set forth in this Section. Lessee shall name Lessor as an additional insured on all insurance policies (except workers compensation), furnish certificates evidencing each such insurance coverage to Lessor prior to the execution of this Lease, on each anniversary of the Effective Date, and at such other times as Lessor may reasonably request. Lessee shall require its insurer to give Lessor written notice at least thirty (30) days in advance of any termination, expiration or material changes in coverage. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein. The acceptance by Lessor of certificates of insurance indicating the kinds and limits of coverage shall in no way limit the liability of Lessee to any such kinds and amounts of insurance coverage.

(a) **Builder's Risk.** During the period of any construction, repair and/or replacement of the Alterations and/or any other work done by Lessee on or to the Premises, Lessee shall also

keep in full force and effect, at its sole cost and expense, "Builder's All Risk" insurance against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as Lessor may reasonably require;

(b) General Liability Insurance: A general liability policy on an occurrence basis endorsed to include broad form comprehensive general liability with a combined single limit of liability of not less than \$2,000,000.00. The insurance policy shall include but not be limited to the following coverages for bodily injury, property damage and personal injury: (i) Premises - Operations Liability; (ii) Broad form Contractual Liability; (iii) Products and Completed Operations, and (iv) Automobile Liability for owned, non-owned and hired vehicles, with a minimum limit of \$1,000,000 combined single limit, which shall insure bodily injury and property damages for hired automobiles and non-owned automobiles.

(c) Worker's Compensation Insurance: Lessee and the other Lessee Parties, as applicable, shall provide Workers' Compensation Insurance required by law and Employer's Liability insurance for at least the amounts of liability for bodily injury by accident of \$500,000.00 each accident; bodily injury by disease each employee of \$500,000.00; and bodily injury by disease policy limit of \$500,000.00, or such greater amount as may be required from time to time by the laws of the Commonwealth of Massachusetts.

(d) Umbrella/Excess Liability Insurance: An Umbrella/Excess Liability insurance policy on an occurrence basis "following form" of the primary coverage with a limit of liability of \$3,000,000.00.

(e) Contractor's Insurance: Should Lessee undertake any work on or to the Premises, including any Alterations, Lessee will be required to provide Lessor with evidence that Lessee has required its contractors to maintain (i) worker's compensation insurance in the amounts required by law (or reasonably comparable insurance if such insurance is no longer available), (ii) builder's risk (or such reasonably comparable insurance) insurance on an "all risk" basis (including collapse) insuring against casualty to such construction for full replacement value of the work performed and the equipment supplies and materials furnished and stored, (iii) automobile liability insurance in the minimum amounts required by law with limits of liability not less than \$1,000,000 per occurrence for property damage and \$2,000,000 combined single limit, (iv) Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease, (v) public liability insurance within limits in an amount not less than \$3,000,000 comprehensive general liability total with a limit of \$1,000,000 an occurrence, and (vi) Professional Impairment Liability Insurance providing coverage for bodily injury and/or property damage arising out of acts and omissions of Lessee or its contractors, employees or agents in the performance of any work or any other activities or failures to act at or with respect to the Premises in the amount of \$1,000,000 for each claim and \$2,000,000 in the aggregate (which insurance, unlike the other insurance noted above, may be made on a claims made basis). Lessee shall require that Lessor and the other City Parties be named as additional insurers on all contractors, subcontractor's and independent contractor's insurance, excluding Workers' Compensation.

11.3 Increases in Coverage. Lessor shall have the right to require Lessee to increase such limits when, during the Term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or lessees are more or less generally increased, it being the intention of this sentence to

require Lessee to take account of inflation in establishing minimum limits of insurance maintained from time to time on the Premises, which shall occur no more than once every three (3) years.

11.4 **Personal Property.** Lessee agrees that Lessor shall have no responsibility or liability for any loss or damage or injury from any cause whatsoever, including theft or otherwise of fixtures, improvements, or other personal property of Lessee. Lessee agrees that it shall continuously keep its fixtures, equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by Lessee insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. Lessee shall furnish to Lessor evidence of such continuous insurance coverage satisfactory to Lessor at the Effective Date and each anniversary thereof. It is understood and agreed that Lessee assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

11.5 **General Requirements.** All required insurance shall be written with recognized insurers, licensed and doing business in Massachusetts and having a so-called Best's Rating of "A" or better, or, if such rating is no longer issued, an equal or better rating by a successor insurance carrier rating service reasonably acceptable to Lessor. Without limiting Lessor's other rights under any other provisions of this Lease, if Lessee shall fail to keep the Premises insured as provided herein, and if such failure shall continue to a period of ten (10) days following written notice by Lessor to Lessee thereof, then Lessor, without further notice to Lessee and without regard to any cure rights held by Lessee or any Permitted Mortgagee, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand. Further, (a) in no event shall Lessee's insurer's have any rights of recovery or subrogation against Lessor, (b) the "other insurance provisions" in a policy in which Lessor is named as an insured or additional insured shall not apply to Lessor, and (c) in no event shall Lessor be responsible for paying for any premiums or assessments under any form of policy.

SECTION 12 - CASUALTY; EMINENT DOMAIN

(a) For the purposes of this Section 12, "material part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially affect the use of the Premises for the Permitted Uses.

(b) If all of the Premises shall be destroyed or damaged by fire or other casualty or taken by eminent domain, this Lease shall terminate as of the date of said casualty and/or taking. If a part of the Premises is destroyed or damaged by fire or other casualty or taken by eminent domain, and the casualty and/or taking prohibits or materially and adversely interferes with the use of the Premises for the Permitted Uses, then this Lease shall terminate at the election of either Lessor or Lessee. Any such termination shall be effective thirty (30) days after the date of notice thereof.

(c) If any part of the Premises is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Lessor or Lessee as provided above, the Lessee may, at its sole discretion, repair and restore the Premises to their condition prior to such

damage, destruction, or taking. If the Lessee elects to make any repairs, the Lessee shall use good faith efforts to repair the Premises within a reasonable time.

(d) In the event of a taking by eminent domain, Lessor shall have, and hereby reserves and excepts, and Lessee hereby grants and assigns to Lessor, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. Lessee covenants to deliver such further assignments and assurances thereof as Lessor may from time to time request, hereby irrevocably designating and appointing Lessor as its attorney-in-fact to execute and deliver in Lessee's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent Lessee from prosecuting in any condemnation proceedings a claim for the value of any of Lessee's Alterations to the Premises and/or improvements made thereto or for relocation expenses.

SECTION 13 - MISCELLANEOUS PROVISIONS

13.1 **Amendments.** None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, amended, altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

13.2 **Quiet Enjoyment.** Lessor hereby warrants and covenants that, so long as Lessee is in compliance with the terms of this Lease, Lessee shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Lessor, or by any other person(s) for whose actions Lessor is legally responsible, or by any person claiming by, through or under Lessor, subject to Lessor's reserved rights.

13.3 **Holding Over.** If Lessee or anyone claiming under Lessee shall remain in possession of the Premises or any part thereof after the termination thereof, without any agreement in writing between Lessor and Lessee with respect thereto, the person remaining in possession shall be deemed a Lessee at sufferance. After acceptance by Lessor of any payments made for such occupancy, the person remaining in possession shall be deemed a Lessee from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to the occupant from month-to-month, which occupancy or use may at any time be terminated by either party by thirty (30) days' prior written notice to the other party. In the event that Lessee fails to vacate the Premises within thirty (30) days, Lessor shall be entitled to recover from Lessee loss profits or consequential, indirect or punitive damages.

13.4 **Severability.** If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

13.5 **No Personal Liability.** No official, employee or consultant of Lessor of New Bedford shall be personally liable to Lessee or any partner thereof, or any successor in interest or person claiming through or under Lessee or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause

or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

13.6 **Notice.** Any notice relating to the Premises and/or required to be given hereunder shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, sent by recognized overnight courier, or hand-delivered, addressed to the other party at the addresses set forth below:

Lessee: Art Museum Director
608 Pleasant Street
New Bedford MA 02740

Lessor: Housing 70
C/O the Mayor
City of New Bedford
New Bedford City Hall
133 William Street
New Bedford, MA 02740

or at such other addresses as the parties may from time to time designate by written notice to the other party in the manner set forth herein.

13.7 **Limitation on Liability.** Notwithstanding anything contained in this Lease to the contrary and notwithstanding any equitable rights and remedies available to Lessee, Lessor's liability under this Lease shall be enforceable only out of Lessor's interest in the Premises; and there shall be no other recourse against, or right to seek a deficiency judgment against Lessor, nor shall there be any personal liability with respect to any obligations to be performed hereunder. In no event shall Lessor be liable to the other for any indirect, special or consequential or loss of profits or business income arising out of or in connection with this Lease.

13.8 **Captions.** The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

13.9 **Binding Agreements; Governing Law.** This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. This Lease shall be governed by the laws of the Commonwealth of Massachusetts and any disputes regarding this Lease shall be brought in the courts of Bristol County. The provisions of those laws shall not be deemed waived by any provision of this Lease.

13.10 **Counterparts.** This Lease may be executed in any number of counterparts, each copy of which shall be identical, and any one of which shall be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of the other copies.

13.11 **When Lease Becomes Binding.** This Lease shall become effective and binding only upon the execution and delivery hereof by both Lessor and Lessee.


[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this instrument under seal as of this 12th day of November, 2025.

LESSOR: HOUSING/70 CORP.

By: 
Name: Jonathan F. Mitchell
Title: President

LESSEE: NEW BEDFORD MUSEUM
AND ART CENTER, INC.

By: 
Name: Suzanne de Vegh
Title: Executive Director

860051/NBED/0129



ANTONIO CABRAL
STATE REPRESENTATIVE
13TH BRISTOL DISTRICT
STATE HOUSE, ROOM 468
BOSTON, MA 02133
TEL. (617) 722-2017

COMMONWEALTH OF MASSACHUSETTS
HOUSE OF REPRESENTATIVES
STATE HOUSE, BOSTON 02133-1054

CHAIRMAN
JOINT COMMITTEE ON STATE ADMINISTRATION
AND REGULATORY OVERSIGHT
E-Mail:
Antonio.Cabral@MAhouse.gov

November 13, 2025

Community Preservation Committee
City of New Bedford
New Bedford, MA 02740

Dear Members of the Community Preservation Committee:

I write in support of the New Bedford Art Museum's request for Community Preservation Act FY 26 funding.

The proposed restoration of the second-floor windows will protect this important historic structure, improve energy efficiency, and preserve the building's architectural integrity for generations. Maintaining the museum's historic fabric is essential to sustaining downtown's character and advancing ongoing revitalization efforts that have made New Bedford a regional hub for the arts. The Art Museum is vital to our city's cultural landscape celebrating artistic expression and preserving our shared heritage. The museum serves as a gathering place for residents and visitors, connecting our community through art, education, and dialogue.

Under Executive Director Suzanne de Vegh's leadership, the museum continues to expand its reach and deepen its impact through exceptional exhibitions, public programs, and community partnerships. I appreciate every consideration that you may afford this very worthy local restoration project. Thank you.

Sincerely,

ANTONIO F.D. CABRAL

State Representative, 13th Bristol District

House Chair, Joint Committee on State Administration and Regulatory Oversight

AFDC/ajm







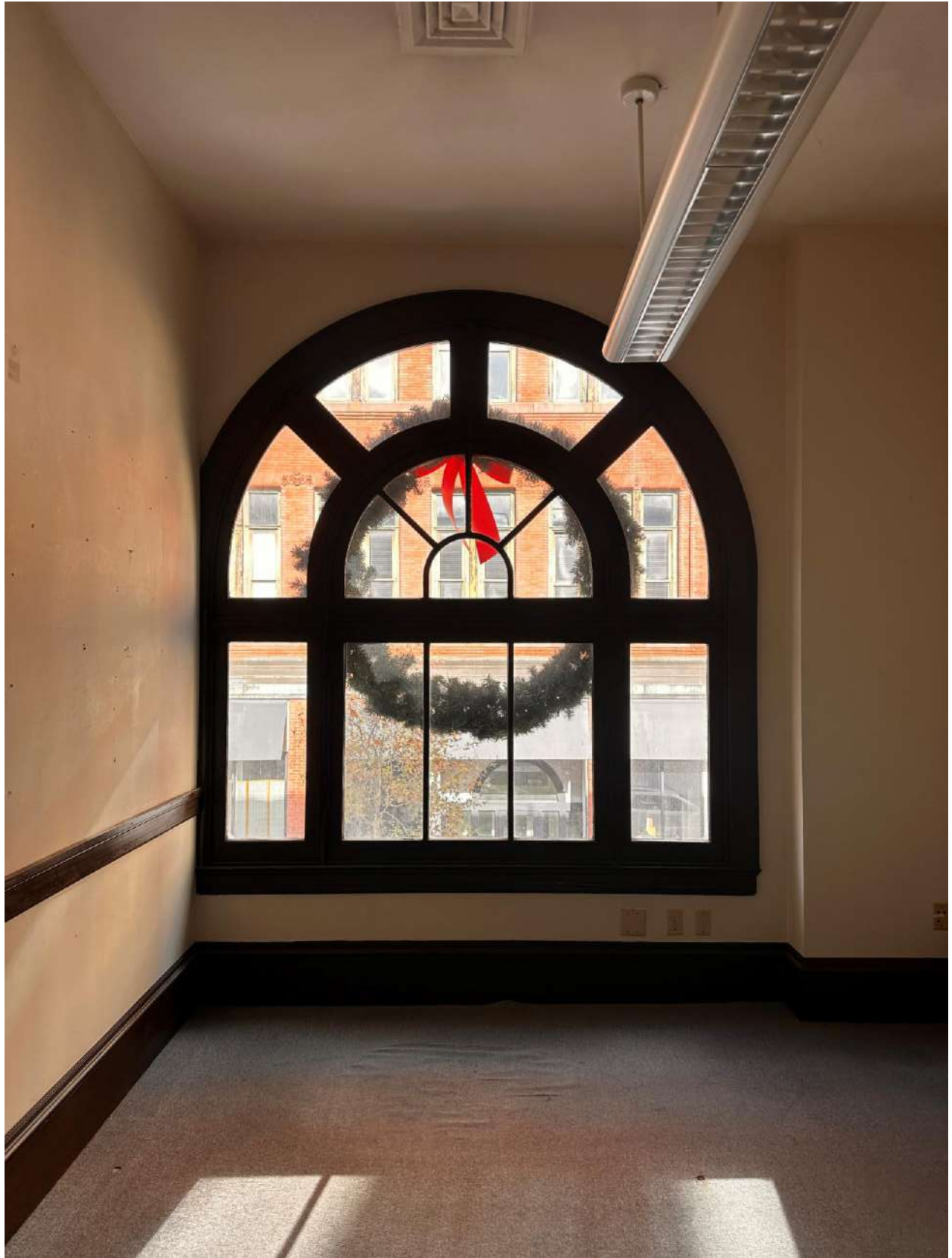














Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	NBE.761
Historic Name:	Safe Deposit National Bank
Common Name:	
Address:	608 Pleasant St
City/Town:	New Bedford
Village/Neighborhood:	
Local No:	52-156;
Year Constructed:	1918
Architectural Style(s):	Classical Revival;
Architect(s):	Abbott, E. A. Company; James, Thomas M. Company;
Use(s):	Bank; Commercial Block; Undetermined;
Significance:	Architecture; Commerce; Economics;
Area(s):	NBE.AC
Designation(s):	Nat'l Register District (04/24/1980);
Building Materials:	Wall: Brick; Limestone; Marble; Stone, Cut;
Demolished	No



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on: Thursday, November 14, 2024 at 7:08 PM

FORM B - BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, State House, Boston



3" or 3x5"
Left side of form
Photo number 52/156

Notes: 4/24/80
PI 20 4500 NORTH
SECT A

In Area no. <u>52</u> <u>AC</u>	Form no. <u>156</u>
---------------------------------------	------------------------

NBE.761

761

1. Town New Bedford
Address 608 Pleasant Street
Name Safe Deposit National Bank
Present use Under construction to be re-
opened as a shopping, dining & office facili-
ty
Present owner Historic Venture, Inc.

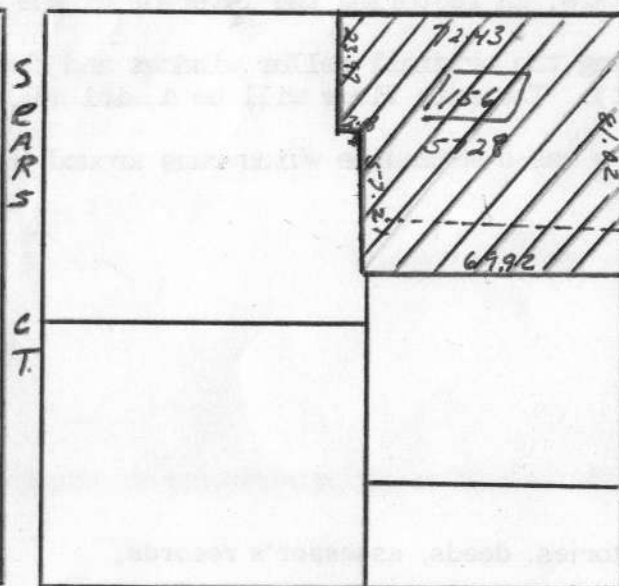
3. Description:

Date 1918
Source Standard Times Library, New Bed-
ford Public Library
Style French Renaissance

Architect Thomas M. James of Boston
Exterior wall fabric Brick, limestone, marble
Outbuildings (describe) None
Other features _____

4. Map. Draw sketch of building location
in relation to nearest cross streets and
other buildings. Indicate north.

PLEASANT ST



PURCHASE ST
(Shopping PLAZA)

→ N

(over)

Altered Yes Date 1924
Moved _____ Date _____
5. Lot size: 5728 Sq. Ft.
One acre or less x Over one acre _____
70' Pleasant St.
Approximate frontage 80' William St.
Approximate distance of building from street
Sidewalk width (7'-8')

6. Recorded by Jeffery Mendes
Organization Historic Building Survey
Date 9/21/77

RECEIVED

AUG 1 1977

MASS. HIST. COMM.

7. Original owner (if known) Benjamin H. Cummings & Frank H. Gifford

Original use Bank

Subsequent uses (if any) and dates _____

8. Themes (check as many as applicable)

Aboriginal	_____	Conservation	_____	Recreation	_____
Agricultural	_____	Education	_____	Religion	_____
Architectural	<u>x</u>	Exploration/ settlement	_____	Science/ invention	_____
The Arts	_____	Industry	<u>x</u>	Social/ humanitarian	_____
Commerce	<u>x</u>	Military	_____	Transportation	_____
Communication	_____	Political	_____		
Community development	_____				

9. Historical significance (include explanation of themes checked above)

The building was erected in 1918 to house the Textile Trust Co. which was founded in 1919 by Charles S. Ashley (then mayor of New Bedford). The banks main fuction was to serve the needs of the prosperous New Bedford mills.

The French Renaissance structure was designed by Thomas M. James, of Boston, and was built by E.A. Abbot Co.

In 1922 the Textile Trust Co. merged with the Safe Deposit Trust Co. (April 15, 1922)

In 1924 the building was enlarged and remodeled. September 14, 1955 the Safe Deposit National Bank was consolidated with the First National Bank of New Bedford.

August 29, 1956 the Safe Deposit Bank closed its doors forever.

The present owners (Historic Ventures, Inc.) plan to make use of the original mahogany, as well as the elegant railings and marble pillars, in restoring the interior of the old bank structure.

The basement will be a restaurant displaying the original teller windows and the vault (which will be the name given to the restaurant). The main floor will be a mini mall of several different shops.

The top floor which will consist of offices has a mezzanine which runs around three sides of the building.

10. Bibliography and/or references (such as local histories, deeds, assessor's records, early maps, etc.)

Assessors Office Plat 52/Lot 156

Standard Times Library; New Bedford File Safe Deposit National Bank

Registry of Deeds; 264/554; 476/91; 7/116.

New Bedford Public Library, Geneology Room Photo File.

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
 MASSACHUSETTS ARCHIVES BUILDING
 220 MORRISSEY BOULEVARD
 BOSTON, MASSACHUSETTS 02125

Town

New Bedford

Property Address

608 Pleasant St.

Area(s)

Form No.

NBE | 761

B DEPARTMENT OF PUBLIC SAFETY
 DIVISION OF INSPECTION
 7 PLAN RECORD *401021*

CASE NO. _____
 BUILDING *Safe Deposit Box 1 Bank* STORIES *2 B*
 CITY OR TOWN *New Bedford* STREET _____
 TO BE USED FOR *Bank*
 OWNER *Safe Deposit Box 1 Bank*
 ARCHITECT *Thomas M. Bates Co.*
 CERTIFICATE APPROVAL _____
 DATE *AUG. 1, 1923*
 INSPECTOR *Saunders*

FORM 100, 1920, 1-2-25

