

Downtown Urban Revitalization Plan
Amendment 1

ATTACHMENTS

Attachment A
URP Amendment 1
URA Parcel Ownership Table and Map

Attachment A, Table A-1: Worcester Downtown URA Parcel Ownership (Amendment 1)

ID#	#	Address	Owner	Lot Size (ac)	Current Use	Current Zoning
2016 URP Property Owners						
03-20A-00039	0	ALDRICH PL	COMM OF MASS HIGHWAY DEPT	0.0414	UNUSED PAVED	BG-6.0
05-006-00013	0	ASSONET ST	WYMAN GORDON COMPANY	1.6316	LAND MANUFACTURING	MG-2.0
03-19A-0004A	8	AUSTIN ST	COLTON LAND LLC	0.1190	OFFICE BLDG	BG-6.0
03-20A-00036	6	CHATHAM ST	6-8 CHATHAM STREET, LLC	0.3052	OFFICE BLDG	BG-6.0
03-19A-00007	19	CHATHAM ST	ROMAN CATHOLIC BISHOP OF WORCESTER	0.6451	CHURCH	BG-6.0
03-013-0208F	17	FEDERAL ST	PAPPAS INDUSTRIAL PARKS, INC	*	CONDO	BG-6.0
03-013-0209F	17	FEDERAL ST	LILY ROSE REALTY LLC	*	CONDO	BG-6.0
03-013-0210F	17	FEDERAL ST	PAPPAS INDUSTRIAL PARKS, INC	*	CONDO	BG-6.0
03-013-0211F	17	FEDERAL ST	PAPPAS INDUSTRIAL PARKS, INC	*	CONDO	BG-6.0
03-013-0301F	17	FEDERAL ST	LEFRANCOIS,JOSEPH L +	*	CONDO	BG-6.0
03-013-0302F	17	FEDERAL ST	FLEMING,SCOTT L.	*	CONDO	BG-6.0
03-013-0303F	17	FEDERAL ST	NICALI PROPERTIES LLC	*	CONDO	BG-6.0
03-013-0304F	17	FEDERAL ST	SULHAM,MICHAEL R	*	CONDO	BG-6.0
03-013-0305F	17	FEDERAL ST	WILSON,BEVERLY	*	CONDO	BG-6.0
03-013-0306F	17	FEDERAL ST	SERE LLC	*	CONDO	BG-6.0
03-013-0401F	17	FEDERAL ST	JABER,EIHAB J	*	CONDO	BG-6.0
03-013-0402F	17	FEDERAL ST	KIM,SEUNG K	*	CONDO	BG-6.0
03-013-0403F	17	FEDERAL ST	FISH,NORA	*	CONDO	BG-6.0
03-013-00021	30	FEDERAL ST	20 FRANKLIN QALICB CORPORATION	0.9725	SURFACE PARKING LOT	BG-6.0
03-013-0404F	17	FEDERAL ST	CHIN REAL ESTATE INVESTMENT LLC	*	CONDO	BG-6.0
03-013-0405F	17	FEDERAL ST	JACKSON,DOROTHEA	*	CONDO	BG-6.0
03-013-0406F	17	FEDERAL ST	HENCHEY,CHRISTOPHER	*	CONDO	BG-6.0
03-013-0703F	17	FEDERAL ST	RUSSO,EDWARD F TRUSTEE	*	CONDO	BG-6.0
03-013-0704F	17	FEDERAL ST	COOLIDGE,CHERYL A	*	CONDO	BG-6.0
03-013-0705F	17	FEDERAL ST	POKORNY,YZETTA N + IVAN	*	CONDO	BG-6.0
03-013-0706F	17	FEDERAL ST	LAGADINOS,ALEXANDER N	*	CONDO	BG-6.0
03-013-0501F	17	FEDERAL ST	SERE LLC	*	CONDO	BG-6.0
03-013-0502F	17	FEDERAL ST	CHANG,JOHNNY	*	CONDO	BG-6.0
03-013-0503F	17	FEDERAL ST	RUSSELL,MARK S	*	CONDO	BG-6.0
03-013-0504F	17	FEDERAL ST	LILY ROSE REALTY LLC	*	CONDO	BG-6.0
03-013-0505F	17	FEDERAL ST	CHIN REAL ESTATE INVESTMENT LLC	*	CONDO	BG-6.0
03-013-0506F	17	FEDERAL ST	WISNIAK,ZOFIA	*	CONDO	BG-6.0

ID#	#	Address	Owner	Lot Size (ac)	Current Use	Current Zoning
03-013-0601F	17	FEDERAL ST	BOBADILLA,MIGUEL ALEJANDRO +	*	CONDO	BG-6.0
03-013-0602F	17	FEDERAL ST	WARDLE,GERALDINE E	*	CONDO	BG-6.0
03-013-0603F	17	FEDERAL ST	FRAGA,COURTNEY E +	*	CONDO	BG-6.0
03-013-0604F	17	FEDERAL ST	IWANICKI,WALTER	*	CONDO	BG-6.0
03-013-0605F	17	FEDERAL ST	MICHALAK,EDWARD L +MARY ELLEN	*	CONDO	BG-6.0
03-013-0606F	17	FEDERAL ST	CLARK,SUSAN W	*	CONDO	BG-6.0
03-013-0701F	17	FEDERAL ST	LILY ROSE REALTY LLC	*	CONDO	BG-6.0
03-013-0702F	17	FEDERAL ST	RUSSO,EDWARD F TRUSTEE	*	CONDO	BG-6.0
03-013-00012	12	FEDERAL ST	20 FRANKLIN QALICB CORPORATION	0.1113	SURFACE PARKING LOT	BG-6.0
03-013-000E2	0	FEDERAL ST	551 MAIN ST LLC	0.0065	SURFACE PARKING LOT	BG-6.0
05-002-00002	1	FRANCIS J MCGRATH BLVD	YOUNG WOMENS CHRISTIAN ASSOCIATION	0.1803	RECREATION ACTIVE	BG-6.0
03-012-00006	80	FRANKLIN ST	WORCESTER FRANKLIN HOLDINGS LLC	0.1724	APT >9 UNITS	BG-6.0
03-013-00006	18	FRANKLIN ST	20 FRANKLIN QALICB CORPORATION	0.9185	OFFICE BLDG	BG-6.0
03-013-00029	24	FRANKLIN ST	BAY STATE SAVINGS BANK	0.3703	BANK BLDG	BG-6.0
03-013-00016	50	FRANKLIN ST	FIFTY FRANKLIN LLC	0.7760	APT >8 UNITS	BG-6.0
03-012-00005	72	FRANKLIN ST	WORCESTER FRANKLIN HOLDINGS LLC	0.2227	RES APT >8 UNITS	BG-6.0
03-012-002-4	66	FRANKLIN ST	WORCESTER PARK PLAZA LLC	0.4774	RES 3 FAM	BG-6.0
03-012-01+61	56	FRANKLIN ST	WORCESTER PARK PLAZA LLC	0.1091	RES APT >8 UNITS	BG-6.0
02-024-00002	99	FRONT ST	CITY OF WORCESTER PARKS DEPT	2.8000	VACANT, CITY COUNCIL	BG-6.0
02-025-007+8	22	FRONT ST	MARCUS,DEAN + JUDITH	0.5223	SHOPPING CNTR/MALL	BG-6.0
02-025-005+6	12	FRONT ST	MARCUS,DEAN + JUDITH	0.2686	OFFICE BLDG	BG-6.0
02-025-00013	50	FRONT ST	FIFTY FRONT STREET LLC	0.3945	OFFICE BLDG	BG-6.0
02-025-00012	40	FRONT ST	SECOND TIME AROUND-CHASE LLC	0.3686	OFFICE BLDG	BG-6.0
02-025-21-01	38	FRONT ST	HAN,YOUNG IN	*	COMM/OFFICE CONDO	BG-6.0
02-025-21-02	38	FRONT ST	THIRTY-EIGHT FRONT STREET LLC	*	COMM/OFFICE CONDO	BG-6.0
02-025-21-03	38	FRONT ST	NIA REALTY LLC	*	COMM/OFFICE CONDO	BG-6.0
02-025-21-04	38	FRONT ST	ARMY,LAWRENCE F SR	*	COMM/OFFICE CONDO	BG-6.0
02-025-21-05	38	FRONT ST	JENHYL PROPERTIES LLC	*	COMM/OFFICE CONDO	BG-6.0
05-011-00005	104	GOLD ST	GOLD STREET REALTY LLC	3.3396	BUILDINGS FOR MFG	MG-2.0
05-012-0006A	134	GOLD ST	GAMACHE,DANIEL A TRUSTEE +	0.2511	WAREHOUSES MFG	MG-2.0
05-007-00003	40	GOLD ST	WYMAN GORDON COMPANY	0.7270	DEVELOPABLE LAND	MG-2.0
05-011-00030	116	GOLD ST	MASSACHUSETTS ELECTRIC CO	0.0103	DEVELOPABLE LAND	MG-2.0
05-007-00004	37	GOLD ST	WYMAN GORDON COMPANY	0.8991	SURFACE PARKING LOT	MG-2.0

ID#	#	Address	Owner	Lot Size (ac)	Current Use	Current Zoning
05-012-00001	133	GOLD ST	OSBOURNE,JULIE TRUSTEE	0.1644	BUILDINGS FOR MFG	MG-2.0
05-011-00009	129	GOLD ST	WYMAN GORDON COMPANY	1.1771	SURFACE PARKING LOT	MG-2.0
05-003-00018	63	GREEN ST	Z + S REALTY LLC	0.0640	EATING/DRINKING EST	BG-4.0
05-003-00019	55	GREEN ST	DERDERIAN,SETH G + ANN M	0.1563	RETAIL, <10K SF	BG-4.0
05-003-00012	45	GREEN ST	CITY OF WORC OSPB	0.6899	VACANT, CITY COUNCIL	BG-4.0
05-003-14+15	69	GREEN ST	SZETO & HUYNH LLC	0.6644	RETAIL, <10K SF	BG-4.0
05-011-13-15	90	LAMARTINE ST	QUINAPOXET REALTY CORPORATION	0.3342	WAREHOUSES MFG	MG-2.0
05-012-00005	104	LAMARTINE ST	GOLDSTEIN PROPERTIES,LLC	1.1052	BUILDINGS FOR MFG	MG-2.0
05-013-21+22	85	LAMARTINE ST	TORRES,ALBERTO	0.1313	AUTO REPAIR	BG-3.0
05-014-00026	55	LAMARTINE ST	WYMAN GORDON COMPANY	0.1195	DEVELOPABLE LAND	BG-3.0
05-011-00012	84	LAMARTINE ST	QUINAPOXET REALTY CORPORATION	0.1159	DEVELOPABLE LAND	MG-2.0
05-013-36-41	65	LAMARTINE ST	WYMAN GORDON COMPANY	0.4445	SURFACE PARKING LOT	BG-3.0
05-013-0019A	91	LAMARTINE ST	QUINAPOXET REALTY CORP	0.1153	SURFACE PARKING LOT	BG-3.0
05-013-00412	103	LAMARTINE ST	WYMAN GORDON COMPANY	1.3391	DEVELOPABLE LAND	BG-3.0
05-013-00056	13	LANGDON ST	BARTKIEWICZ,PAULA F	0.0994	RES SINGLE FAMILY	BG-3.0
05-013-00130	9	LANGDON ST	WYMAN GORDON COMPANY	1.1144	SURFACE PARKING LOT	BG-3.0
05-001-00002	6	LIBRARY LN	CITY OF WORC OSPB	2.2920	VACANT, CITY COUNCIL	BG-6.0
05-014-00027	30	LODI ST	WYMAN GORDON COMPANY	0.0918	DEVELOPABLE LAND	BG-3.0
05-013-00015	10	LUNELLE ST	RHEAUME, PAUL R	0.0951	RES SINGLE FAMILY	BG-3.0
03-011-00002	74	MADISON ST	SZETO LANDMARK REALTY INC	2.2045	SHOPPING CNTR/MALL	BG-6.0
03-011-00001	90	MADISON ST	SZETO LANDMARK REALTY INC	1.0954	OFFICE BLDG	BG-6.0
03-006-00023	71	MADISON ST	T REALTY,LLC	0.7019	RETAIL, <10K SF	BG-6.0
05-010-0000B	105	MADISON ST	WYMAN GORDON CO	4.1437	BUILDINGS FOR MFG	MG-2.0
05-010-00001	115	MADISON ST	WYMAN GORDON COMPANY	10.9003	DEVELOPABLE LAND	MG-2.0
05-006-00014	134	MADISON ST	BENDER,JAMES	0.0495	AUTO SALES/SERVICE	MG-2.0
03-031-005+6	406	MAIN ST	COMMERCE BANK + TRUST	0.1944	BANK BLDG	BG-6.0
03-010-00001	601	MAIN ST	UNITED STATES OF AMERICA	0.4107	US GOVERNMENT	BG-6.0
03-031-008+9	418	MAIN ST	KYR 418 LLC	0.1075	OFFICE BLDG	BG-6.0
03-031-00002	416	MAIN ST	OWL SHOP REALTY COMPANY INC	0.0257	RETAIL, <10K SF	BG-6.0
03-031-00010	426	MAIN ST	THE 426 MAIN STREET REALTY,LLC	0.0698	OFFICE BLDG	BG-6.0
02-025-00001	427	MAIN ST	J + M BATISTA FAMILY LIMITED	0.1180	OFFICE BLDG	BG-6.0
02-024-00001	455	MAIN ST	CITY OF WORCESTER	3.6600	IMPROVED, CITY COUNCIL	BG-6.0
03-20A-06+37	472	MAIN ST	NEES COMMUNICATIONS INC	0.4718	TELEPHONE EXCHANGE STATION	BG-6.0
03-013-00001	507	MAIN ST	PARK PLAZA APARTMENTS	0.2068	RES APT >9 UNITS	BG-6.0
03-013-00002	517	MAIN ST	ISPERDULI, JAMES	0.0354	RETAIL, <10K SF	BG-6.0
03-20A-00001	446	MAIN ST	S-BNK WORCESTER MAIN LLC	1.6399	OFFICE BLDG	BG-6.0

ID#	#	Address	Owner	Lot Size (ac)	Current Use	Current Zoning
03-013-00003	521	MAIN ST	MINDY JIANG REALTY TRUST	0.0395	EATING/DRINKING EST	BG-6.0
03-19A-00022	536	MAIN ST	MASSDEVELOPMENT	0.2700	RETAIL, <10K SF	BG-6.0
03-19A-00005	570	MAIN ST	CITY OF WORC OSPB	0.8476	IMPROVED, CITY COUNCIL	BG-6.0
03-19A-08-11	588	MAIN ST	COLTON LAND LLC	0.3159	RES APT >9 UNITS	BG-6.0
02-025-004-1	403	MAIN ST	JJ HOLDINGS,LLC	0.8159	DEPARTMENT STORE	BG-6.0
02-025-004-2	407	MAIN ST	LOLA JNS,LLC	0.1098	DEPARTMENT STORE	BG-6.0
02-025-004-3	409	MAIN ST	NGUYEN,KHUONG +	0.1197	DEPARTMENT STORE	BG-6.0
02-025-004-4	401	MAIN ST	MENKITI,IFEANYI	0.2590	RETAIL/COMMERCIAL	BG-6.0
02-025-0001A	415	MAIN ST	WORCESTER COMMUNITY CABLE ACCESS	0.0841	CHARITABLE SERVICES	BG-6.0
02-025-0002A	415	MAIN ST	WORCESTER COMMUNITY CABLE ACCESS	0.0911	CHARITABLE SERVICES	BG-6.0
02-025-0003A	415	MAIN ST	WORCESTER COMMUNITY CABLE ACCESS	0.0928	CHARITABLE SERVICES	BG-6.0
02-025-0004A	415	MAIN ST	ROBRO LLC	0.0916	COMM/OFFICE CONDO	BG-6.0
02-025-0005A	415	MAIN ST	ROBRO LLC	0.0942	COMM/OFFICE CONDO	BG-6.0
03-20A-00032	518	MAIN ST	PARK PLAZA APARTMENTS	0.2982	SURFACE PARKING LOT	BG-6.0
03-013-00101	531	MAIN ST	ALPHA HOLDINGS,LLC	0.0394	COMM/OFFICE CONDO	BG-6.0
03-013-00102	531	MAIN ST	THEATER CAFE LLC	0.0152	COMM/OFFICE CONDO	BG-6.0
03-013-00103	531	MAIN ST	535 MAIN STREET LLC	0.0777	COMMERCIAL OFFICE UNK	BG-6.0
03-013-00104	531	MAIN ST	SALOMONE,MARK E	0.0283	COMMERCIAL OFFICE UNK	BG-6.0
03-013-0201M	531	MAIN ST	CHARLES,ERIC P +	*	CONDO	BG-6.0
03-013-0202M	531	MAIN ST	PAPPAS INDUSTRIAL PARKS,INC	*	CONDO	BG-6.0
03-013-0203M	531	MAIN ST	PAPPAS INDUSTRIAL PARKS,INC	*	CONDO	BG-6.0
03-013-0204M	531	MAIN ST	PAPPAS INDUSTRIAL PARKS,INC	*	CONDO	BG-6.0
03-013-0205M	531	MAIN ST	PAPPAS INDUSTRIAL PARKS,INC	*	CONDO	BG-6.0
03-013-0206M	531	MAIN ST	ROMEO,CHERYL	*	CONDO	BG-6.0
03-013-0207M	531	MAIN ST	KEEGAN,KATHRYN E	*	CONDO	BG-6.0
03-013-0301M	531	MAIN ST	RUSSO,EDWARD F TRUSTEE +	*	CONDO	BG-6.0
03-013-0302M	531	MAIN ST	RUSSO,EDWARD F TRUSTEE	*	CONDO	BG-6.0
03-013-0303M	531	MAIN ST	MOSELEY,JULIAN	*	CONDO	BG-6.0
03-013-0304M	531	MAIN ST	EQUITY TRUST COMPANY CUSTODIAN	*	CONDO	BG-6.0
03-013-0305M	531	MAIN ST	KOSTER,DEREK TRUSTEE	*	CONDO	BG-6.0
03-013-0306M	531	MAIN ST	RIVERA,ANGEL + LUZ	*	CONDO	BG-6.0
03-013-0307M	531	MAIN ST	VILLAMIL,YOLANDA	*	CONDO	BG-6.0
03-013-0308M	531	MAIN ST	HALPIN,RAYMOND	*	CONDO	BG-6.0
03-013-0309M	531	MAIN ST	LILY ROSE REALTY LLC	*	CONDO	BG-6.0
03-013-0310M	531	MAIN ST	LAVELLE,GARY +	*	CONDO	BG-6.0

ID#	#	Address	Owner	Lot Size (ac)	Current Use	Current Zoning
03-013-0311M	531	MAIN ST	SULSKI,PETER +	*	CONDO	BG-6.0
03-013-0312M	531	MAIN ST	KOSTER,DEREK TRUSTEE +	*	CONDO	BG-6.0
03-013-0401M	531	MAIN ST	IWANICKI,LAUREN B	*	CONDO	BG-6.0
03-013-0402M	531	MAIN ST	MARTINEZ,HENRY	*	CONDO	BG-6.0
03-013-0403M	531	MAIN ST	WARDLE,MICHELE	*	CONDO	BG-6.0
03-013-00009	551	MAIN ST	551 MAIN STREET LLC	0.2385	EATING/DRINKING EST	BG-6.0
03-19A-00013	542	MAIN ST	F R C REALTY CORPORATION	0.3956	OFFICE BLDG	BG-6.0
03-013-0404M	531	MAIN ST	REZA,MOHAMMED BIN	*	CONDO	BG-6.0
03-013-0405M	531	MAIN ST	LANGE,DOMINIQUE +	*	CONDO	BG-6.0
03-013-0406M	531	MAIN ST	DOWNS,MARY M +	*	CONDO	BG-6.0
03-013-0407M	531	MAIN ST	DUNN,JOHN C	*	CONDO	BG-6.0
03-013-0408M	531	MAIN ST	BOOKER,KEVIN BRENT + MAUREEN	*	CONDO	BG-6.0
03-013-0409M	531	MAIN ST	TUXIM INCORPORATED	*	CONDO	BG-6.0
03-013-0410M	531	MAIN ST	CHURCH,PETER STEWART + MARY	*	CONDO	BG-6.0
03-013-0411M	531	MAIN ST	GUTIERREZ,WILLIAM	*	CONDO	BG-6.0
03-013-0412M	531	MAIN ST	PAPPAS INDUSTRIAL PARKS,INC	*	CONDO	BG-6.0
03-013-0501M	531	MAIN ST	LILY ROSE REALTY LLC	*	CONDO	BG-6.0
03-013-0502M	531	MAIN ST	OLOTU,ADETOKUNBO	*	CONDO	BG-6.0
03-013-0503M	531	MAIN ST	KELLY,RYAN +	*	CONDO	BG-6.0
03-013-0504M	531	MAIN ST	WONG,MARGARET	*	CONDO	BG-6.0
03-013-0505M	531	MAIN ST	SHEA,JUSTINE	*	CONDO	BG-6.0
03-013-0506M	531	MAIN ST	YAZLOVITSKY,YAKOV +	*	CONDO	BG-6.0
03-013-0507M	531	MAIN ST	BADE,SAMPATH K +	*	CONDO	BG-6.0
03-013-0508M	531	MAIN ST	MCLEAN,ROBERT W + JEAN P	*	CONDO	BG-6.0
03-013-0509M	531	MAIN ST	HUYNH,CUONG +	*	CONDO	BG-6.0
03-013-0510M	531	MAIN ST	BRANAGAN,ELENA	*	CONDO	BG-6.0
03-013-0601M	531	MAIN ST	CONSTANTINO,DAVID	*	CONDO	BG-6.0
03-20C-U-400	484	MAIN ST	UNITED WAY OF CENTRAL MASS	*	CHARITABLE SERVICES	BG-6.0
03-20C-U-420	484	MAIN ST	MORRILL,CHERYL J TRUSTEE	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20C-U-450	484	MAIN ST	COLLEGES OF WORCESTER CONSORTIUM,IN	*	FUNCTION HALL, COMMUN CENTER, FRATERNAL ORG	BG-6.0
03-20C-U-460	484	MAIN ST	CENTER FOR LIVING + WORKING INC	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20C-U-480	484	MAIN ST	CENTER FOR LIVING + WORKING INC	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20C-U-500	484	MAIN ST	COLLEGES OF WORCESTER CONSORTIUM IN	*	CHARITABLE SERVICES	BG-6.0
03-20C-U-510	484	MAIN ST	FELDMAN,RANDY S	*	COMMERCIAL OFFICE UNK	BG-6.0

ID#	#	Address	Owner	Lot Size (ac)	Current Use	Current Zoning
03-20C-U-515	484	MAIN ST	COLLEGES OF WORCESTER CONSORTIUM IN	*	CHARITABLE SERVICES	BG-6.0
03-20C-U-520	484	MAIN ST	MAYNARD,MARK S +	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20C-U-530	484	MAIN ST	MAYNARD,MARK S +	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20C-U-535	484	MAIN ST	VICKERS REALTY CORPORATION	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20C-U-540	484	MAIN ST	COLLEGES OF WORCESTER CONSORTIUM,IN	*	FUNCTION HALL, COMMUN CENTER, FRATERNAL ORG	BG-6.0
03-20C-U-560	484	MAIN ST	COLLEGES OF WORCESTER CONSORTIUM,IN	*	FUNCTION HALL, COMMUN CENTER, FRATERNAL ORG	BG-6.0
03-20C-U-570	484	MAIN ST	570 REALTY TRUST LLC	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20C-U-580	484	MAIN ST	ABDOW,ALEX N +	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20C-U-600	484	MAIN ST	EASTER SEAL SOCIETY FOR MASS INC	*	CHARITABLE SERVICES	BG-6.0
03-20B-U-010	484	MAIN ST	DENHOLM CONDOMINIUM TRUST	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20B-U-050	484	MAIN ST	DENHOLM CONDOMINIUM TRUST	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20B-U-100	484	MAIN ST	PPM V PARTNERSHIP LP	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20B-U-105	484	MAIN ST	DENHOLM CONDOMINIUM TRUST	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20B-U-110	484	MAIN ST	DENHOLM CONDOMINIUM TRUST	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20B-U-120	484	MAIN ST	ANGELOU,SIDERIS + EKATERINI	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20B-U-150	484	MAIN ST	DENHOLM CONDOMINIUM TRUST	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20B-U-170	484	MAIN ST	SOUTHEAST ASIAN COALITION MA INC.	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20B-U-180	484	MAIN ST	IN COURAGE MINT, LLC	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20B-U-200	484	MAIN ST	WORC COMM. ACTION COUNCIL,INC	*	CHARITABLE SERVICES	BG-6.0
03-20B-U-250	484	MAIN ST	WORC COMM ACTION COUNCIL,INC	*	CHARITABLE SERVICES	BG-6.0
03-20B-U-280	484	MAIN ST	WORC COMM ACTION COUNCIL,INC	*	CHARITABLE SERVICES	BG-6.0
03-20C-U-300	484	MAIN ST	UNITED WAY OF CENTRAL MASS	*	CHARITABLE SERVICES	BG-6.0
03-20C-U-320	484	MAIN ST	DENHOLM CONDOMINIUM TRUST	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20C-U-330	484	MAIN ST	MARHEFKA,ROBERT E +	*	COMMERCIAL OFFICE UNK	BG-6.0
03-20C-U-340	484	MAIN ST	CENTER FOR LIVING + WORKING	*	CHARITABLE SERVICES	BG-6.0
03-20C-U-345	484	MAIN ST	CENTER FOR LIVING + WORKING	*	CHARITABLE SERVICES	BG-6.0
03-20C-U-350	484	MAIN ST	DENHOLM CONDOMINIUM TRUST	*	COMMERCIAL OFFICE UNK	BG-6.0

ID#	#	Address	Owner	Lot Size (ac)	Current Use	Current Zoning
03-20C-U-360	484	MAIN ST	BIG BROS/SIS OF CENTRAL MASS METRO	*	CHARITABLE SERVICES	BG-6.0
02-025-0014A	37	MECHANIC ST	PIETRO,JAMES J + PAUL W TRUSTEES	0.0546	OFFIC BLDG	BG-6.0
02-025-00101	19	MECHANIC ST	KOTSEAS,HARRY P TRUSTEE	0.0205	COMM UNK	BG-6.0
02-025-00102	27	MECHANIC ST	BERK,STEVEN L	0.0221	COMM UNK	BG-6.0
02-025-00103	27	MECHANIC ST	MASSACHUSETTS COMMUNITY COLLEGE	0.0182	UNK/SCHOOL FACILITIES	BG-6.0
02-025-00105	19	MECHANIC ST	MASSACHUSETTS COMMUNITY COLLEGE COU	0.0212	UNK/SCHOOL FACILITIES	BG-6.0
02-025-0010B	19	MECHANIC ST	M W ASSOCIATES	0.0514	COMM UNK	BG-6.0
02-025-0104A	19	MECHANIC ST	MASSACHUSETTS COMMUNITY COLLEGE COU	0.0264	UNK/SCHOOL FACILITIES	BG-6.0
02-025-0104B	19	MECHANIC ST	MASSACHUSETTS COMMUNITY COLLEGE COU	0.0203	UNK/SCHOOL FACILITIES	BG-6.0
02-025-00201	19	MECHANIC ST	ANUSBIGIAN,ROBERT G	0.0425	COMM UNK	BG-6.0
02-025-00202	19	MECHANIC ST	GIARRUSO,FREDERIC	0.0475	COMM UNK	BG-6.0
02-025-00203	19	MECHANIC ST	M W ASSOCIATES	0.0168	COMM UNK	BG-6.0
02-025-00204	19	MECHANIC ST	M W ASSOCIATES	0.0216	COMM UNK	BG-6.0
03-010-00008	30	MYRTLE ST	20 FRANKLIN QALICB CORPORATION	0.7272	SURFACE PARKING LOT	BG-6.0
03-011-00005	61	MYRTLE ST	FAY,WILLIAM J (TRUSTEE)+	0.8579	FUNERAL HOME	BG-6.0
03-031-00028	55	PEARL ST	NEW ENGLAND DREAM CENTER INC	0.1540	CHARITABLE SERVICES	BG-6.0
03-031-00012	17	PEARL ST	PANADOROU PROPERTIES LLC	0.2970	SURFACE PARKING LOT	BG-6.0
03-031-29+30	61	PEARL ST	WORCESTER PROPERTIES,LLC	0.6832	SURFACE PARKING LOT	BG-6.0
03-031-00041	53	PEARL ST	370 MAIN STREET GBB LLC	0.1931	SURFACE PARKING LOT	BG-6.0
03-031-00019	29	PLEASANT ST	ELLIS,GEORGE N JR + NICHOLAS G	0.0930	RES SINGLE FAMILY	BG-6.0
03-031-00018	17	PLEASANT ST	FIRST OLYMPIA REALTY LLC	0.1515	(FORMER) MOVIE THEATER	BG-6.0
03-031-34+35	37	PLEASANT ST	SOUTHBRIDGE SAVINGS BANK	0.1883	RES 4-8 UNITS	BG-6.0
03-031-00011	9	PLEASANT ST	PANADOROU PROPERTIES LLC	0.1148	OFFICE BLDG	BG-6.0
03-20A-10+11	56	PLEASANT ST	WORCESTER COUNTY NATIONAL BANK	0.3845	PARKING GARAGE	BG-6.0
03-20A-00002	36	PLEASANT ST	S-BNK WORCESTER MAIN LLC	1.3058	PARKING GARAGE	BG-6.0
03-021-00012	64	PLEASANT ST	MASSACHUSETTS ELECTRIC CO	0.0116	DEVELOPABLE LAND	BG-6.0
03-012-00014	26	PORTLAND ST	PORTLAND TWENTY SIX LLC	2.5623	RES APT >8 UNITS	BG-6.0
03-012-49-52	44	PORTLAND ST	WADE,WYATT R TRUSTEE	0.6283	BUILDINGS FOR MFG	BG-6.0
03-010-00012	35	PORTLAND ST	PORTLAND SALEM REALTY LLC	0.5227	PARKING LOT	BG-6.0
05-012-0013A	3	QUINSIGAMOND AVE	F A P PROPERTIES XXI LLC	1.2680	AUTOMOTIVE SUPPLIES AND SERVICE	MG-2.0

ID#	#	Address	Owner	Lot Size (ac)	Current Use	Current Zoning
05-001-00001	16	SALEM SQ	CITY OF WORCESTER PUBLIC LIBRARY	1.5295	LIBRARY	BG-6.0
05-012-00010	5	SARGENT ST	GAMACHE,DANIEL A TRUSTEE +	0.2744	OTHER STORAGE WAREHOUSE AND DISTRIBUTION FACILITIES	MG-2.0
03-010-006+7	24	SOUTHBRIDGE ST	INCEPTION LLC	0.3750	OFFICE BLDG	BG-6.0
03-006-00015	160	SOUTHBRIDGE ST	SONIA REALTY LLC	1.1658	AUTO SALES/SERVICE	BG-6.0
03-006-14+20	158	SOUTHBRIDGE ST	T REALTY,LLC	0.2183	EATING/DRINKING EST	BG-6.0
03-006-004+5	132	SOUTHBRIDGE ST	SERRATO,SUSAN M TRUSTEE	0.2941	RETAIL, <10K SF	BG-6.0
03-11A-0004C	70	SOUTHBRIDGE ST	QUALITY FIVE INC	*	COMM/MIXED USE	BG-6.0
03-11A-00101	70	SOUTHBRIDGE ST	NGUYEN,KATHY	*	COMM/MIXED USE	BG-6.0
03-11A-00201	70	SOUTHBRIDGE ST	NICHOLS,ROBERT F	*	CONDO	BG-6.0
03-11A-00202	70	SOUTHBRIDGE ST	DIAZ,MARIA R	*	CONDO	BG-6.0
03-11A-00203	70	SOUTHBRIDGE ST	HARDIN,AMY	*	CONDO	BG-6.0
03-11A-00204	70	SOUTHBRIDGE ST	FOLEY,KATHLEEN E	*	CONDO	BG-6.0
03-11A-00205	70	SOUTHBRIDGE ST	BRADFORD,ROGER R	*	CONDO	BG-6.0
03-11A-00206	70	SOUTHBRIDGE ST	MADISON TOWER CONDOMINIUM TRUST	*	CONDO	BG-6.0
03-11A-00207	70	SOUTHBRIDGE ST	TALERO-MONROY,MARINA	*	CONDO	BG-6.0
03-11A-00209	70	SOUTHBRIDGE ST	SZYMBORSKI,MARIUSZ J	*	CONDO	BG-6.0
03-11A-00211	70	SOUTHBRIDGE ST	KIM,SEUNG K	*	CONDO	BG-6.0
03-11A-00213	70	SOUTHBRIDGE ST	WRIGHT,FLORENCE A	*	CONDO	BG-6.0
03-11A-00214	70	SOUTHBRIDGE ST	QUALITY FIVE INC	*	CONDO	BG-6.0
03-11A-00215	70	SOUTHBRIDGE ST	WRIGHT,FLORENCE A	*	CONDO	BG-6.0
03-11A-00216	70	SOUTHBRIDGE ST	ZAPPULLA,ALEXANDER	*	CONDO	BG-6.0
03-11A-00217	70	SOUTHBRIDGE ST	QUALITY FIVE INC	*	CONDO	BG-6.0
03-11A-00301	70	SOUTHBRIDGE ST	KUCUKU,VESEL +	*	CONDO	BG-6.0
03-11A-00302	70	SOUTHBRIDGE ST	MEERS,RONALD + KELLY	*	CONDO	BG-6.0
03-11A-00303	70	SOUTHBRIDGE ST	CARIGLIA,JOSEPH	*	CONDO	BG-6.0
03-11A-00304	70	SOUTHBRIDGE ST	EISENBERG,ARTHUR M	*	CONDO	BG-6.0
03-11A-00305	70	SOUTHBRIDGE ST	CORMIER,STEVEN R	*	CONDO	BG-6.0
03-11A-00306	70	SOUTHBRIDGE ST	QUALITY FIVE INC	*	CONDO	BG-6.0
03-11A-00307	70	SOUTHBRIDGE ST	PASHAJ,LULJETA	*	CONDO	BG-6.0
03-11A-00309	70	SOUTHBRIDGE ST	AQUILA,GERMAN	*	CONDO	BG-6.0
03-11A-00310	70	SOUTHBRIDGE ST	HEALY,JOHN S	*	CONDO	BG-6.0
03-11A-00311	70	SOUTHBRIDGE ST	DUFFY,JAMES J + MARY K	*	CONDO	BG-6.0
03-11A-00312	70	SOUTHBRIDGE ST	DUFFY,JAMES J + MARY K	*	CONDO	BG-6.0
03-11A-00313	70	SOUTHBRIDGE ST	SYED,IRFAN ALI +	*	CONDO	BG-6.0
03-11A-00314	70	SOUTHBRIDGE ST	SMITH,KENNETH W	*	CONDO	BG-6.0

ID#	#	Address	Owner	Lot Size (ac)	Current Use	Current Zoning
03-11A-00315	70	SOUTHBRIDGE ST	AKHTAR,NADEEM	*	CONDO	BG-6.0
03-11A-00316	70	SOUTHBRIDGE ST	THEODORE,BARRY G	*	CONDO	BG-6.0
03-11A-00317	70	SOUTHBRIDGE ST	QUALITY FIVE INC	*	CONDO	BG-6.0
03-11A-00401	70	SOUTHBRIDGE ST	D'ENTREMENT,WILLIAM +	*	CONDO	BG-6.0
03-11A-00402	70	SOUTHBRIDGE ST	SERRANO,MARIO C	*	CONDO	BG-6.0
03-11A-00403	70	SOUTHBRIDGE ST	DUFFY,JAMES J + MARY K	*	CONDO	BG-6.0
03-11A-00404	70	SOUTHBRIDGE ST	MARTIROS,APOSTOL + BEVERLY A TRUSTE	*	CONDO	BG-6.0
03-11A-00405	70	SOUTHBRIDGE ST	SARKISSIAN,CARLO	*	CONDO	BG-6.0
03-11A-00406	70	SOUTHBRIDGE ST	ROSS,NORMAN M III + MARY	*	CONDO	BG-6.0
03-11A-00407	70	SOUTHBRIDGE ST	ZAKI,VICTOR +	*	CONDO	BG-6.0
03-11A-00409	70	SOUTHBRIDGE ST	CROCKER,CAROL	*	CONDO	BG-6.0
03-11A-00410	70	SOUTHBRIDGE ST	MARTIROS,APOSTOL + BEVERLY A TRUSTE	*	CONDO	BG-6.0
03-11A-00411	70	SOUTHBRIDGE ST	DUFFY,JAMES J + MARY K	*	CONDO	BG-6.0
03-11A-00412	70	SOUTHBRIDGE ST	SPENCER,DAVID	*	CONDO	BG-6.0
03-11A-00413	70	SOUTHBRIDGE ST	COOGAN,PAUL C	*	CONDO	BG-6.0
03-11A-00414	70	SOUTHBRIDGE ST	ROOM,HARVEY L	*	CONDO	BG-6.0
03-11A-00415	70	SOUTHBRIDGE ST	SZETO,ALEXANDER K P +	*	CONDO	BG-6.0
03-11A-00416	70	SOUTHBRIDGE ST	DUFFY,JAMES J + MARY K	*	CONDO	BG-6.0
03-11A-00417	70	SOUTHBRIDGE ST	GIBREE,RAYMOND W	*	CONDO	BG-6.0
03-11A-00501	70	SOUTHBRIDGE ST	GOUROUSIS,GEORGE P +	*	CONDO	BG-6.0
03-11A-00502	70	SOUTHBRIDGE ST	HAIDUSIS,GEORGE A	*	CONDO	BG-6.0
03-11A-00503	70	SOUTHBRIDGE ST	WESOLOWSKI,ZBIGNIEW +	*	CONDO	BG-6.0
03-11A-00504	70	SOUTHBRIDGE ST	TALERO-MONROY,MARINA	*	CONDO	BG-6.0
03-11A-00505	70	SOUTHBRIDGE ST	DUFFY,JAMES J + MARY K	*	CONDO	BG-6.0
03-11A-00506	70	SOUTHBRIDGE ST	GIANAKIS,NICHOLAS J	*	CONDO	BG-6.0
03-11A-00507	70	SOUTHBRIDGE ST	HEDGE,VINCENT F +	*	CONDO	BG-6.0
03-11A-00509	70	SOUTHBRIDGE ST	MOSCHELLA,CYNTHIA M	*	CONDO	BG-6.0
03-11A-00511	70	SOUTHBRIDGE ST	GRJJ LLC	*	CONDO	BG-6.0
03-11A-00512	70	SOUTHBRIDGE ST	INGRAM,JUDITH A	*	CONDO	BG-6.0
03-11A-00513	70	SOUTHBRIDGE ST	TORRES,EMIR J	*	CONDO	BG-6.0
03-11A-00515	70	SOUTHBRIDGE ST	KOBITI,OLADIPO	*	CONDO	BG-6.0
03-11A-00516	70	SOUTHBRIDGE ST	ALEXANDER,TAMMY L +	*	CONDO	BG-6.0
03-11A-00517	70	SOUTHBRIDGE ST	MALINKEVICH,YURI	*	CONDO	BG-6.0
03-011-00003	108	SOUTHBRIDGE ST	GTY MA/NH LEASING INC	0.5057	GAS STATION	BG-6.0
03-006-002+3	114	SOUTHBRIDGE ST	PRASHAD,SOMDATT B TRUSTEE	0.1710	RETAIL, <10K SF	BG-6.0
03-006-00013	142	SOUTHBRIDGE ST	KAMP,CARL +	0.2426	RETAIL, <10K SF	BG-6.0

ID#	#	Address	Owner	Lot Size (ac)	Current Use	Current Zoning
03-005-00012	180	SOUTHBRIDGE ST	CITY OF WORCESTER FIRE DEPT	0.8166	MUNIC PUB SAFETY	BG-6.0
05-012-00013	300	SOUTHBRIDGE ST	TALBERT,THELMA TRUSTEE +	0.7175	STORAGE, WAREHOUSE, OTHER	MG-2.0
03-11A-00601	70	SOUTHBRIDGE ST	GOUROUSIS,GEORGE P +	*	CONDO	BG-6.0
03-11A-00602	70	SOUTHBRIDGE ST	GILFOY,ROBERT	*	CONDO	BG-6.0
03-11A-00603	70	SOUTHBRIDGE ST	HARDEN,AMY	*	CONDO	BG-6.0
03-11A-00604	70	SOUTHBRIDGE ST	KADIU,ARIANA	*	CONDO	BG-6.0
03-11A-00605	70	SOUTHBRIDGE ST	QUALITY FIVE INC	*	CONDO	BG-6.0
03-11A-00606	70	SOUTHBRIDGE ST	SZETO,ALEXANDER K P +	*	CONDO	BG-6.0
03-11A-00607	70	SOUTHBRIDGE ST	EISNER,JOHN	*	CONDO	BG-6.0
03-11A-00609	70	SOUTHBRIDGE ST	HEIRS OF DEMETRE STEFFON	*	CONDO	BG-6.0
03-11A-00610	70	SOUTHBRIDGE ST	FABER,DONNA	*	CONDO	BG-6.0
03-11A-00611	70	SOUTHBRIDGE ST	GONZALEZ-NUNEZ,MINERVA +	*	CONDO	BG-6.0
03-11A-00612	70	SOUTHBRIDGE ST	GLICKMAN,JAMES +	*	CONDO	BG-6.0
03-11A-00613	70	SOUTHBRIDGE ST	PATEL,NISHITH	*	CONDO	BG-6.0
03-11A-00614	70	SOUTHBRIDGE ST	IBRAHIM,BASSIM	*	CONDO	BG-6.0
03-11A-00615	70	SOUTHBRIDGE ST	TALERO-MONROY,MARINA +	*	CONDO	BG-6.0
03-11A-00616	70	SOUTHBRIDGE ST	DUFFY,JAMES J + MARK K	*	CONDO	BG-6.0
03-11A-00617	70	SOUTHBRIDGE ST	LAPERLE,BRIAN	*	CONDO	BG-6.0
03-11A-00701	70	SOUTHBRIDGE ST	HEALY,JOHN S	*	CONDO	BG-6.0
03-11A-00702	70	SOUTHBRIDGE ST	DUFFY,JAMES J + MARY K	*	CONDO	BG-6.0
03-11A-00703	70	SOUTHBRIDGE ST	QUALITY FIVE INC	*	CONDO	BG-6.0
03-11A-00704	70	SOUTHBRIDGE ST	LOFGREN,FRED	*	CONDO	BG-6.0
03-11A-00705	70	SOUTHBRIDGE ST	LASHUS,ANGELA	*	CONDO	BG-6.0
03-11A-00706	70	SOUTHBRIDGE ST	SZETO,ALEXANDER K P +	*	CONDO	BG-6.0
03-11A-00707	70	SOUTHBRIDGE ST	OBERG,BRUCE W	*	CONDO	BG-6.0
03-11A-00709	70	SOUTHBRIDGE ST	ALESSI,SARAH	*	CONDO	BG-6.0
03-11A-00710	70	SOUTHBRIDGE ST	SORIAL,EHAB N	*	CONDO	BG-6.0
03-11A-00711	70	SOUTHBRIDGE ST	NGUYEN,DAM T	*	CONDO	BG-6.0
03-11A-00712	70	SOUTHBRIDGE ST	OZTURK,MESUT +	*	CONDO	BG-6.0
03-11A-00713	70	SOUTHBRIDGE ST	FABER,DONNA M	*	CONDO	BG-6.0
03-11A-00714	70	SOUTHBRIDGE ST	JAZZ,JEFFERY + JUDITH	*	CONDO	BG-6.0
03-11A-00715	70	SOUTHBRIDGE ST	LABEACH,JUNIOR	*	CONDO	BG-6.0
03-11A-00716	70	SOUTHBRIDGE ST	PERRAT,PAOLA	*	CONDO	BG-6.0
03-11A-00717	70	SOUTHBRIDGE ST	RICHARDSON,DAVID TRUSTEE +	*	CONDO	BG-6.0
03-11A-00801	70	SOUTHBRIDGE ST	QUALITY FIVE,INC	*	CONDO	BG-6.0
03-11A-00802	70	SOUTHBRIDGE ST	BEDARD,BRIAN P	*	CONDO	BG-6.0
03-11A-00804	70	SOUTHBRIDGE ST	WU,ARTIE + QIAN XIONG	*	CONDO	BG-6.0
03-11A-00805	70	SOUTHBRIDGE ST	BRADFORD,ROGER R	*	CONDO	BG-6.0

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03-11A-00806	70	SOUTHBRIDGE ST	GOUROUSIS,GEORGE P + ANDREA	*	CONDO	BG-6.0
03-11A-00807	70	SOUTHBRIDGE ST	GHOSH,SHUBHENDU	*	CONDO	BG-6.0
03-11A-00809	70	SOUTHBRIDGE ST	GATTI,FRANK M +	*	CONDO	BG-6.0
03-11A-00810	70	SOUTHBRIDGE ST	QUALITY FIVE INC	*	CONDO	BG-6.0
03-11A-00811	70	SOUTHBRIDGE ST	METCALF,DONALD G	*	CONDO	BG-6.0
03-11A-00812	70	SOUTHBRIDGE ST	KANTAR,UGUR KURTUL +	*	CONDO	BG-6.0
03-11A-00813	70	SOUTHBRIDGE ST	DURAN,MIGUEL A	*	CONDO	BG-6.0
03-11A-00814	70	SOUTHBRIDGE ST	PANTAZIS,PAVLOS	*	CONDO	BG-6.0
03-11A-00815	70	SOUTHBRIDGE ST	HARDEN,AMY	*	CONDO	BG-6.0
03-11A-00816	70	SOUTHBRIDGE ST	QUALITY FIVE INC	*	CONDO	BG-6.0
03-11A-00901	70	SOUTHBRIDGE ST	O'BRIEN,MARGARET E	*	CONDO	BG-6.0
03-11A-00902	70	SOUTHBRIDGE ST	MEDINA,DOUGLAS	*	CONDO	BG-6.0
03-11A-00903	70	SOUTHBRIDGE ST	FRANCOIS,MICHELLE A	*	CONDO	BG-6.0
03-11A-00904	70	SOUTHBRIDGE ST	BRADY,CHERYL C	*	CONDO	BG-6.0
03-11A-00905	70	SOUTHBRIDGE ST	PUNTIERI,ROBERT	*	CONDO	BG-6.0
03-11A-00906	70	SOUTHBRIDGE ST	NIETO,MARIA +	*	CONDO	BG-6.0
03-11A-00907	70	SOUTHBRIDGE ST	PUNTIERI,ROBERT	*	CONDO	BG-6.0
03-11A-00909	70	SOUTHBRIDGE ST	BISHAY,SHADY N +	*	CONDO	BG-6.0
03-11A-00910	70	SOUTHBRIDGE ST	VARGAS,CAROLINA	*	CONDO	BG-6.0
03-11A-00911	70	SOUTHBRIDGE ST	ABBOUD,SHADI A	*	CONDO	BG-6.0
03-11A-00912	70	SOUTHBRIDGE ST	BRADY,CHERYL	*	CONDO	BG-6.0
03-11A-00913	70	SOUTHBRIDGE ST	PUNTIERI,ROBERT	*	CONDO	BG-6.0
03-11A-00914	70	SOUTHBRIDGE ST	MIYAUCHI,KEN	*	CONDO	BG-6.0
03-11A-00915	70	SOUTHBRIDGE ST	CHANG,CHORNGHAW + JENNIFER	*	CONDO	BG-6.0
03-11A-00916	70	SOUTHBRIDGE ST	MARKOS,ABRAHAM O	*	CONDO	BG-6.0
03-11A-00917	70	SOUTHBRIDGE ST	MARKOS,ABRAHAM OZCAN	*	CONDO	BG-6.0
03-11A-01001	70	SOUTHBRIDGE ST	CHUNG,KENNETH TRUSTEE	*	CONDO	BG-6.0
03-11A-01002	70	SOUTHBRIDGE ST	KADIU,KRESHNIK	*	CONDO	BG-6.0
03-11A-01003	70	SOUTHBRIDGE ST	KHARRAT,ALYA A + ABBOUD,GEORGE A	*	CONDO	BG-6.0
03-11A-01004	70	SOUTHBRIDGE ST	RUSSO,EDWARD F TRUSTEE	*	CONDO	BG-6.0
03-11A-01005	70	SOUTHBRIDGE ST	DYER,JOANNE E	*	CONDO	BG-6.0
03-11A-01006	70	SOUTHBRIDGE ST	GRAF,WILLIAM	*	CONDO	BG-6.0
03-11A-01007	70	SOUTHBRIDGE ST	DUFFY,JAMES J + MARY K	*	CONDO	BG-6.0
03-11A-01009	70	SOUTHBRIDGE ST	LOPOLITO,RAYMOND	*	CONDO	BG-6.0
03-11A-01010	70	SOUTHBRIDGE ST	PAUL,TINA	*	CONDO	BG-6.0
03-11A-01011	70	SOUTHBRIDGE ST	CHARBONNEAU,ROY M +	*	CONDO	BG-6.0

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03-11A-01012	70	SOUTHBRIDGE ST	ZAKI, TONY V + NERMINE M TRUSTEES	*	CONDO	BG-6.0
03-11A-01013	70	SOUTHBRIDGE ST	SPENCER, DAVID	*	CONDO	BG-6.0
03-11A-01014	70	SOUTHBRIDGE ST	SPENCER, DAVID	*	CONDO	BG-6.0
03-11A-01015	70	SOUTHBRIDGE ST	FIGUEROA, EDGAR +	*	CONDO	BG-6.0
03-11A-01016	70	SOUTHBRIDGE ST	MARKOS, ABRAHAM	*	CONDO	BG-6.0
03-11A-01017	70	SOUTHBRIDGE ST	DUFFY, JAMES J + MARY K	*	CONDO	BG-6.0
03-013-00011	2	SOUTHBRIDGE ST	WORCESTER CTR FOR PERFORMING ARTS, I	0.6516	THEATER	BG-6.0
05-003-00016	50	WASHINGTON ST	MASSEY, SERENA E TRUSTEE	0.6273	WAREHOUSES MFG	MG-2.0
05-009-00019	149	WASHINGTON ST	WG WASHINGTON STREET LLC	1.7800	BUILDINGS FOR MFG	MG-2.0
05-003-00017	69	WASHINGTON ST	WORCESTER AMBULANCE LLC	0.2475	LAND FOR MFG	MG-2.0
05-009-00009	127	WASHINGTON ST	HARRINGTON, PAUL J	0.1502	AUTO REPAIR	MG-2.0
05-002-00001	2	YWCA WAY	YWCA	1.6898	CHARITABLE SERVICES	BG-6.0
05-002-00003	4	YWCA WAY	YWCA	0.8274	RECREATION ACTIVE	BG-6.0
2018 AMENDMENT 1 PROPERTY OWNERS						
05-004-00026	5	GOLD STREET	BAFARO, JOSEPH, J	0.04	VACANT	BG-4.0
05-004-00012	7	GOLD STREET	BAFARO, JOSEPH J	0.12	PARKING PRIVATE	BG-4.0
05-004-00017	8	GOLD STREET	BAFARO, JOSEPH J +	0.66	PARKING PRIVATE	BG-4.0
05-005-00001	153	GREEN STREET	PIECO REALTY INC	3.91	BAKERY AND CORPORATE OFFICES TABLE TALK PIES	MG-2.0 & MG-4.0
05-014-0046A	10	GROSVENOR STREET	PRESBYTERIAN CHURCH OF GHANA	0.22	RESIDENTIAL, MULTI-FAMILY	RG-5
05-014-00019	12	GROSVENOR STREET	MCCLURE, SEAN R	0.09	RESIDENTIAL MULTI-FAMILY, 4-8 UNITS	RG-5 & BG-3.0
05-013-00028	62	LAFAYETTE STREET	GRAY, DONALD R	0.05	GARAGE WAREHOUSE, COMMERCIAL	BG-3.0
05-013-00027	64	LAFAYETTE STREET	AGIM, IKENNA	0.06	PAVED (AUTO SALES)	BG-3.0
05-013-00002	86	LAFAYETTE STREET	DESOUZA, THIAGO B	0.17	RESIDENTIAL, THREE FAMILY	BG-3.0
05-015-00006	7	LAMARTINE STREET	IJAN-MA REALTY LLC	0.44	UNKNOWN WITH PARKING	BG-3.0
05-008-00024	10	LAMARTINE STREET	SHORTEN, BRIAN P	0.07	RESIDENTIAL, THREE FAMILY	BG-3.0
05-015-014-2	13	LAMARTINE STREET	IJAN-MA REALTY LLC	0.36	PPG PAINTS PAINTERS SUPPLY RETAIL/COMMERCIAL	BG-3.0
05-015-00015	19	LAMARTINE STREET	WG WASHINGTON STREET LLC	0.37	PARKING LOT, PRIVATE	BG-3.0
05-014-00001	25	LAMARTINE STREET	CITY OF WORCESTER HEALTH	1.1	PARKING LOT, PUBLIC	BG-3.0
05-014-00008	39	LAMARTINE STREET	WORCESTER ELECTRICAL ASSOCIATE	0.42	DISTRIBUTION WAREHOUSE/COMMERCIAL	BG-3.0

ID#	#	Address	Owner	Lot Size (ac)	Current Use	Current Zoning
05-013-00001	131	LAMARTINE STREET	BOUKALIS,CHARLES + ELAINE P	0.11	CORNER LUNCH DINER, COMMERCIAL RESTAURANT	BG-3.0
05-008-00027	165	MADISON STREET	MADISON STREET REALTY	1.07	BURGER KING/COMMERCIAL RESTAURANT	BG-3.0
05-008-00002	166	MADISON STREET	ESPER, GEORGE E	0.14	THE CHECK DEPOT	MG-2.0
05-008-08+09	184	MADISON STREET	HESS RETAIL STORES LLC	0.24	SPEEDWAY GAS	BG-4.0
05-008-00010	185	MADISON STREET	J & K GAS INC.	1.62	GULF GAS STATION	BG-3.0
05-008-00011	10	MILLBURY STREET	TRAN, Y THI	0.19	MIXED, COMMERCIAL RESIDENTIAL	BG-3.0
05-004-03+04	2	PLYMOUTH STREET	BAFARO REALTY COMPANY LLC	0.44	DISTRIBUTION WAREHOUSE, COMMERCIAL	MG-2.0 & MG-4.0
05-004-00030	62	WASHINGTON STREET	WORCESTER AMBULANCE LLC	0.79	MEDSTAR GARAGE WAREHOUSE, COMMERCIAL	MG-2.0 & MG-4.0
05-004-00027	90	WASHINGTON STREET	BAFARO, JOSEPH J.+	0.8	MULTIPLE COMMERCIAL BUSINESSES (NEW ENGLAND VOICE & DATA, AUTOBODY SUPPLIES & PAINT, CA SENEAL ELECTRIC SERVICES, ADSAP)	MG-2.0
05-015-00014	156	WASHINGTON STREET	WG WASHINGTON STREET LLC	0.34	PARKING LOT, PRIVATE	BG-3.0

* Lot size is not noted for condominiums.

Attachment B

Required Approvals and Actions

- WRA Declaration of Necessity
- Planning Board Finding of Consistency with Comprehensive Plan
- City Council Approval
- City Council Public Hearing with MHC Notification
- Certification by Legal Counsel

WRA Declaration of Necessity

Worcester Redevelopment Authority

December 4, 2018

Whereas, the Worcester Redevelopment Authority determined that an urban renewal project should be undertaken in the city pursuant to M.G.L. c.121B and approved the Urban Renewal Plan entitled “Downtown Urban Revitalization Plan, Worcester, Massachusetts,” dated April 2016, prepared by prepared by BSC Group, consisting of 118.4 acres, on May 5, 2016 (the “Plan”);

Whereas, the Worcester Redevelopment Authority desires to amend the Plan by expanding the Downtown Urban Revitalization Area boundary to include twenty-five (25) additional parcels within an area of approximately nineteen (19) acres (“Amendment 1”) as depicted on the attached Figure A-1 (the “Amended Plan”);

Now Therefore, Be it Voted, that Worcester Redevelopment Authority does hereby accept and approve Amendment 1, as presented at its meeting on December 4, 2018;

And Be it Voted Further, that the Worcester Redevelopment Authority, based upon the evidence set forth in the Amendment 1 and its own knowledge of the area, finds that the Downtown Urban Revitalization Area, as shown on the Amended Plan, to be a decadent area and a blighted open area as those terms are defined in M.G.L. c.121B, §1.

And Be it Voted Further, that the Worcester Redevelopment Authority hereby authorizes its chief executive officer to request the Worcester City Manager to file a certified copy of the Amended Plan along with the minutes of this meeting to the Worcester City Council for a public hearing and to the Planning Board for a finding that the Amended Plan is based upon a local survey and conforms to a comprehensive plan of the locality as a whole, all in accordance with M.G.L. c.121B, §48.

Planning Board Finding of Consistency
with Comprehensive Plan

City of Worcester, Massachusetts
Planning Board

Andrew Truman
Chair



John Vigliotti – Vice Chair
Paul DePalo
Albert LaValley
Satya Mitra

RESOLUTION OF THE WORCESTER PLANNING BOARD

December 5, 2018

Whereas, the Worcester Redevelopment Authority voted December 4, 2018 to approve a major plan amendment to the Downtown Urban Revitalization Plan to modify the existing plan boundary map to incorporate twenty-five (25) additional parcels within an area of approximately nineteen (19) acres (Amendment 1), as depicted on the attached Figure A-1 (the “Amended Plan”), and find the area shown on the Amended Plan to be a decadent and blighted area in accordance with M.G.L. c.121B; and

Whereas, the Worcester Planning Board has reviewed the Amended Plan and believes that the Amended Plan is consistent with the city of Worcester’s community development plans and supports the goals set forth in the city of Worcester Master Plan; and

Now Therefore Be It Resolved, that the Worcester Planning Board hereby finds that the Amended Plan is based on a local survey and conforms to a comprehensive plan for the city of Worcester as a whole in accordance with M.G.L. c.121B, §48.

Worcester Planning Board

A blue ink signature of Andrew Truman, consisting of a long horizontal stroke with a wavy, upward-curving end.

Andrew Truman
Chairman

Adopted: December 5, 2018

City Council Approval

CITY OF WORCESTER

WHEREAS, the Worcester Redevelopment Authority determined that an urban renewal project should be undertaken in the city pursuant to M.G.L. c.121B and approved the Urban Renewal Plan entitled “Downtown Urban Revitalization Plan, Worcester, Massachusetts,” dated April 2016, prepared by BSC Group, consisting of 118.4 acres, on May 5, 2016 (the “Plan”); and

WHEREAS, the City Council of the city of Worcester approved said Plan on June 14, 2016; and

WHEREAS, the Worcester Redevelopment Authority at a public meeting held on December 4, 2018 voted to approve an expansion to the Downtown Urban Revitalization Area boundary to include twenty-five (25) additional parcels within an area of approximately nineteen (19) acres (“Amendment 1”) as depicted on the attached Figure A-1 (the “Amended Plan”); and

WHEREAS, the Worcester Redevelopment Authority, based upon the evidence set forth in Amendment 1 and its own knowledge of the area, determined that the amended Downtown Urban Revitalization Area, as shown on the Amended Plan, to be a decadent area and a blighted open area as those terms are defined in M.G.L. c.121B, §1; and

WHEREAS, the city of Worcester Planning Board determined that the Amended Plan is based on a local survey and conforms to a comprehensive plan for the city of Worcester as a whole; and

WHEREAS, the City Council seeks to further the goals and objectives contained in the Amended Plan to promote revitalization opportunities within the Downtown Urban Revitalization Area, as defined in the Amended Plan, including the Canal District Ballpark Project; and

NOW THEREFORE BE IT ORDERED, that the City Council of the city of Worcester:

1. Finds that there is a clear need and necessity for Amendment 1; and

2. Approves the boundaries of the Downtown Urban Revitalization Plan, as depicted on the Amended Plan, title Figure A-1: Project Location and URA Boundary, attached hereto; and

3. Finds that the Downtown Urban Revitalization Area, as shown on the Amended Plan, to be a decadent area and a blighted open area as those terms are defined in M.G.L. c.121B, §1, and is in need of revitalization and redevelopment; and

4. Approves the Amended Plan; and

5. Authorizes and directs the City Manager to request that the Worcester Redevelopment Authority submit the Amendment 1 to the Department of Housing and Community Development for final approval; and

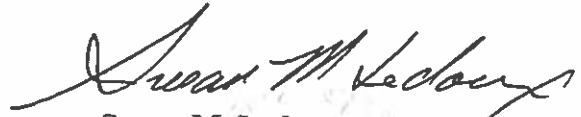
6. Authorizes the Worcester Redevelopment Authority to approve minor, non-substantive language changes to Amendment 1 if such changes are recommended by the Department of Housing and Community Development.

In City Council

December 18, 2018

Order adopted by a yea and nay vote of Ten Yeas and No Nays

A Copy. Attest:


Susan M. Ledoux
City Clerk

City Council Public Hearing with MHC Notification

Legal Ad December 3, 2018 &
December 10, 2018
Susan M. Ledoux, City Clerk
PO 1920

**CITY OF WORCESTER
PUBLIC NOTICE**

The City Council of the City of Worcester will hold a public hearing at 6:30 P.M. on Tuesday, December 18, 2018 in the Esther Howland (South) Chamber at which time the WRA will present Amendment #1 to the Downtown Urban Revitalization Plan which will modify the current boundary map to encompass additional parcels in the Canal District and Green Island Neighborhoods of the city, and to designate an additional 10 parcels of land for acquisition. You are cordially invited to attend said hearing at which time you may be given an opportunity to provide testimony. A Copy. Attest: Susann M. Ledoux, City Clerk PO 1920 December 3, 2018 & December 10, 2018

CITY OF WORCESTER PUBLIC HEARING
The City Council of the City of Worcester will hold a public hearing at 6:30 P.M. on Tuesday, December 18, 2018 in the Esther Howland (South) Chamber, 3rd Floor in City Hall at which time the WRA will present Amendment #1 to the Downtown Urban Revitalization Plan which will modify the current boundary map to encompass additional parcels in the Canal District and Green Island Neighborhoods of the city, and to designate an additional 10 parcels of land for acquisition. You are cordially invited to attend said hearing at which time you may be given an opportunity to provide testimony. A Copy. Attest: Susann M. Ledoux, City Clerk
PO 1920 December 3, 2018 & December 10, 2018

City of Worcester, Massachusetts

Edward M. Augustus, Jr.
City Manager

Michael E. Traynor, Esq.
Chief Development Officer



December 5, 2018

Massachusetts Historical Commission
220 Morrissey Boulevard
Boston, Massachusetts 02125

RE: Downtown Urban Revitalization Plan Amendment No. 1 Public Hearing

Dear Commissioners:

The City Council of the City of Worcester will conduct a public hearing at 6:30 P.M. on Tuesday, December 18, 2018 in the Esther Howland (South) Chamber, 3rd Floor, at City Hall, 455 Main Street, Worcester, MA for the purposes of discussing the proposed Amendment #1 to the Downtown Urban Revitalization Plan which will modify the current boundary map to encompass additional parcels in the Canal District and Green Island Neighborhoods of the city, and to designate an additional 10 parcels of land for acquisition. A copy of the formal notice is attached. This notice was published in the Worcester Telegram & Gazette on December 3, 2018.

Pursuant to M.G.L. c.121B, §48, the attached map indicates the expanded boundaries of the plan area.

Please do not hesitate to contact Amanda L. Gregoire, Senior Project Manager at (508) 799-1400 ext. 31412, if you have any questions or require additional information.

Very truly yours,

A handwritten signature in black ink that reads "Michael E. Traynor".

Michael E. Traynor, Esq.
Chief Development Officer

cc: Amanda L. Gregoire

Enclosures (2)



Certification by Legal Counsel



CITY OF WORCESTER
LAW DEPARTMENT
CITY HALL, ROOM 301
WORCESTER, MASSACHUSETTS 01608

TELEPHONE
(508) 799-1161
FACSIMILE NUMBER
(508) 799-1163

DAVID M. MOORE
CITY SOLICITOR

December 21, 2018

Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

RE: Opinion of Counsel
City of Worcester Downtown Urban Revitalization Plan


To Whom It May Concern:

I, Jennifer H. Beaton, duly appointed WRA Deputy Legal Counsel/Deputy City Solicitor for the City of Worcester, hereby certify, pursuant to the requirements of 760 C.M.R. 12.02(14) that:

The City of Worcester Downtown Urban Revitalization Plan Amendment 1, as approved by the Worcester Redevelopment Authority on December 4, 2018, by the Worcester Planning Board on December 5, 2018, and the Worcester City Council, after a public hearing, on December 18, 2018, is in compliance with all applicable laws, including the requirements set forth in M.G.L. c.121B, 760 C.M.R. 12.03(2) and M.G.L. c.79A.

I hereby certify that, to the best of my knowledge and belief, the above-listed certification is true, complete and accurate.

IN WITNESS WHEREOF, signed this 21st day of December, 2018.


Jennifer H. Beaton
WRA Deputy Legal Counsel/
City of Worcester Deputy City Solicitor

Attachment C URP Amendment 1 Public Participation

- Public Meetings
- Newspaper Articles

URP Amendment 1 Public Meetings

- City Council Economic Development
Committee Public Hearings
 - August 26, 2018
 - September 5, 2018
- WRA Meeting, December 4, 2018
- Planning Board Meeting, December 5, 2018
- City Council Meeting, December 18, 2018

Worcester Telegram and Gazette Classifieds

Legal Notices

Posted August 23, 2018

CITY OF WORCESTER PUBLIC NOTICE

The City Council Standing Committee on Economic Development will conduct two Public Meetings for the purpose of discussing the Communication of the City Manager relative to the Worcester Red Sox. The first meeting will take place on Tuesday, August 28, 2018 at 5:30 PM in the White Room at the Crompton Collective, 138 Green St., Worcester, MA 01604. The second meeting will take place on Wednesday, September 5, 2018 at 5:30 PM in the Esther Howland (South) Chamber, 3rd Floor in City Hall. The City is committed to ensuring that its public meetings are accessible to people with disabilities. Should you require auxiliary aids, services, written materials in other formats, reasonable modifications in policies and procedures, please call (508) 799-1124 in advance of the scheduled meeting. Councilor Candy Mero-Carlson, Chairperson of this Standing Committee cordially invites you and any other interested parties to attend said meetings at which time you will be given an opportunity to be heard. Please note that parking is available for Crompton Collective at 24 Assonet St. and Public Parking Lots on Green and Water Streets. A Copy. Attest: Susan M. Ledoux, City Clerk

PO 1912 August 23, 2018

CITY OF WORCESTER
Economic Development Committee Meeting
Tuesday, August 28, 2018
White Room at Crompton Collective
Convened: 5:33 P.M.
Adjourned: 8:09 P.M.

Mayor
Joseph M. Petty



Clerk of the City Council
Susan M. Ledoux

Committee Members
Chairperson Candy Mero-Carlson
Councilor Sarai Rivera
Councilor Matthew E Wally

www.worcesterma.gov

138 Green Street, Worcester, MA

Present Were: Chairperson Councilor Candy Mero-Carlson Councilor Sarai Rivera Councilor Kathleen M. Toomey (appointed as a temporary member by the Mayor for this meeting.) Mayor Joseph M Petty, Councilor Morris a. Bergman, Councilor Khrystian E. King, Councilor Konstantina B. Lukes Councilor George J. Russell Councilor Gary Rosen Councilor Sean Rose Councilor Morris A. Bergman Assistant City Clerk Stephen AJ Pottle, City Clerk City Clerk Susan M. Ledoux, clerk

Also: City Manager Edward M. Augustus, Jr.; Chief Development Officer Michael Traynor; City Consultants Attorney Jeffrey Mullan & Professor Andrew Zimbalist; Present from the Pawtucket Red Sox: Dr. Charles Steinberg, President; Dan Rea, General Manager; Larry Lucchino, Chairman of the Pawtucket Red Sox; Bart Harvey Special Assistant to the Chairman

1. Communication of the City Manager

- 1a.** Recommending approval of items relative to the Worcester [Attachments](#)
Red Sox. # 9.36A CM August 21, 2018

Speakers:

1. Mary S. Keefe, Worcester resident
2. Paul Popinchalk, Worcester resident
3. Susan Mailman, Worcester resident
4. Guy Glodis, Auburn resident
5. David Marinelli, no residence given
6. Shahbaz Soofi, Worcester resident
7. Robert Baumann, Worcester resident
8. Ethan Snow, no residence given
9. Frank Callahan, Worcester resident
10. Arthur Cohen, no residence given
11. Lorraine Laurie, Worcester resident
12. Martha Assefa, Worcester resident
13. Brian Brousseau, no residence given
14. Wahya Wolfpaw, Worcester resident
15. Reverend Jose Perez, Worcester resident
16. Stephanie Ramey, Worcester resident
17. Alex Guardiola, Worcester resident
18. Stephen Gordon, Worcester resident
19. Bob Largess, no residence given
20. Alfred Plasse, Worcester resident
21. Terri Kelley, Worcester resident
22. Robert Lilly, no residence given
23. No name or residence given
24. Eugene Zabinski, no residence given
25. Mullen Sawyer, no residence given
26. Judith Diamondstone, Worcester resident
27. James Bedard, Worcester resident
28. Jim Saucier, Worcester resident
29. Dino Lorusso, Worcester resident
30. Ted Conna, Worcester resident
31. No name or residence given
32. Richard Shea, Worcester resident
33. Dan Ford, Worcester resident

Recommend Hold

CITY OF WORCESTER
Economic Development Committee Meeting
Wednesday, September 5, 2018
Levi Lincoln (North) Chamber
Convened: 5:35 P.M.
Adjourned: 7:56 P.M.

Mayor
Joseph M. Petty



Clerk of the City Council
Susan M. Ledoux

Committee Members
Chairperson Candy Mero-Carlson
Councilor Sarai Rivera
Councilor Matthew E Wally

www.worcesterma.gov

City Hall - 455 Main Street Worcester, Massachusetts

Present Were: Chairperson Councilor Candy Mero-Carlson; Councilor Sarai Rivera; Councilor Kathleen M. Toomey (appointed as a temporary member by the Mayor for this meeting.); Also : Mayor Joseph M Petty; Councilor Morris a. Bergman; Councilor Konstantina B. Lukes; Councilor George J. Russell; Councilor Gary Rosen; Councilor Sean Rose; Councilor Morris A. Bergman; City Clerk Susan M. Ledoux, clerk

Also: City Manager Edward M. Augustus, Jr.; Chief Development Officer Michael Traynor; City Consultant Attorney Jeffrey Mullan; DPW Commissioner Paul Moosey; Chief Financial Officer Thomas Zidelis; Dr. Charles Steinberg, President; Dan Rea, General Manager; Kim Miner, General Counsel; Bart Harvey Special Assistant to the Chairman

1. Communication of the City Manager

- 1a.** Recommending approval of items relative to the Worcester [Attachments](#)
Red Sox. # 9.36A CM August 21, 2018

In Committee August 28, 2018 - Held

Chairperson Councilor Mero-Carlson invited Attorney Mark Donahue, representing Madison Downtown Holdings, to speak regarding their participation in the project. Mr. Donahue introduced Denis Dowle, President of Madison Downtown Holdings, who also spoke regarding his business's commitment to the project.

Chairperson Councilor Mero-Carlson opened the meeting for the community to speak:

- 1. Mark Lorenz, Worcester resident**
- 2. Mike King, Worcester resident**
- 3. Frank Kartheiser, Worcester resident**
- 4. Mark Naul, Auburn resident**
- 5. Robert Kwiatkowski, Worcester resident**
- 6. Michael Papagni, Worcester resident**
- 7. Elizabeth (No last name given) Worcester Student**
- 8. Thomas Maloney, no residence given**
- 9. Timothy Smith, Worcester resident**
- 10. Shahbaz Soofi, Worcester resident**
- 11. Jo Hart, Worcester resident**
- 12. Fred Nathan, Worcester resident**
- 13. Mat Feinstein, Worcester resident**
- 14. Keith Scott, Worcester resident**
- 15. Carmen Vasquez, Worcester resident**
- 16. Brian Brousseau, Worcester resident**
- 17. Ethan Snow, No residence given**
- 18. Robert Baumann, Worcester resident**
- 19. Ali Abanaum, no residence given**
- 20. Stephen Gordon, Worcester resident**
- 21. James Latino, Worcester resident**
- 22. John Martinez, Worcester resident**
- 23. David Dobson, Worcester resident**
- 24. Fred Taylor, no resident given**
- 25. Libby O'Hara, Worcester resident**
- 26. Kevin Ksen, Worcester resident**
- 27. Philip Palmieri, Worcester resident**
- 28. Matt Lynch, no residence given**
- 29. Terri Kelly, Worcester resident**

30. Jack Donahue, Worcester
31. Dave Shea, Worcester resident
32. Karen Stoyanoff, Shrewsbury resident
33. Robert Williams, Worcester property owner
34. Councilor Lukes
35. Councilor Bergman

Chairperson Councilor Mero-Carlson read a letter submitted to the Committee from Congressman James McGovern. The Chairperson also submitted to the Clerk for the record 15 letters of support for this project.

Recommend Approval on a roll call vote of 3 Yeas and 0 Nays

Chairman's Orders

Request City Manager when forming the community benefit agreement for the baseball development project to consider incorporating concerns regarding environmental issues, housing, local jobs, local purchasing and neighborhood integration.

Request City Manager provide to the City Council the TIF biannual reports.

Request City Manager work with the local labor organizations to discuss concerns they may have with the construction of the ballpark and the area neighborhood development project.

City of Worcester, Massachusetts

Edward M. Augustus, Jr.
City Manager

Michael E. Traynor, Esq.
Chief Executive Officer
Worcester Redevelopment Authority



WORCESTER REDEVELOPMENT AUTHORITY MEETING NOTICE

**Tuesday, December 4, 2018
8:00 AM.
City Hall, Levi Lincoln Room
Worcester, MA 01608**

AGENDA

Call to Order

Roll Call

New Business

1. Approval of Major Plan Amendment (Amendment No. 1) to the Downtown Urban Revitalization Plan
2. Authorize Amendment No. 5 to the Professional Services Agreement with BSC Group for Additional Services Relative to Urban Revitalization Activities
3. Authorize Amendment No. 1 to the Design Services Agreement with D'Agostino Izzo & Quirk Architects, Inc. for Additional Services
4. Authorize Agreement with John Burke, PE for Canal District Phase I Parking Action Plan
5. Authorize issuance of an Invitation to Bid for the Union Station Miscellaneous Renovations Project (consisting of Tenant Space Corridor Construction, Harding Street Corridor Improvements, Basement and Second Floor Restroom Renovations, Plaza Drain Improvements, Exterior Lighting Upgrades, Automated Lighting Controls, and Construction of Worcester Police Substation) and Authorize Chair or Vice-Chair to execute a contract with the lowest responsible and eligible bidder.
6. Financial Update Report
Report on Prior Month's Executed Contracts and Payments

The Worcester Redevelopment Authority does not discriminate on the basis of disability. The Worcester Redevelopment Authority will provide auxiliary aids and services, written materials in alternative formats, and reasonable modifications in policies and procedure to persons with disabilities upon advance request. Please contact Jane Bresnahan at bresnahanj@worcesterma.gov or the ADA Coordinator at disabilities@worcesterma.gov.

Worcester Redevelopment Authority
Worcester City Hall, 455 Main Street, Worcester, Massachusetts 01608
Telephone: (508) 799-1400 Ext. 31403 Fax: (508) 799-1406
E-Mail: bresnahanj@worcesterma.gov
Website: www.worcesterma.gov/development/wra



7. Status Reports:
 - Union Station Exterior Stucco Project Update
 - Union Station – Vendor & Maintenance Performance
 - Union Station – Leak Remediation Project
 - Tenant Updates
 - Security Update
 - Urban Revitalization Plan



City of Worcester Planning Board Meeting Agenda

Wednesday, December 5, 2018

Worcester City Hall
Levi Lincoln Chamber, 3rd floor (Room 309), 455 Main Street at 5:30 p.m.

Board Members

Andrew Truman, *Chair*
John Vigliotti, *Vice Chair*
Satya B. Mitra
Paul DePalo
Albert LaValley

Contacting the Board's Office

Division of Planning and Regulatory Services serves as the Board's staff.

- **Address:** City Hall, 455 Main St, Room 404, Worcester, MA 01608
- **Hours:** M-F 8:30am-2:00pm
- **Phone:** 508-799-1400 ext. 31440
- **Email:** planning@worchesterma.gov

The Planning Board is committed to ensuring that its public meetings are accessible to people with disabilities. Should you require auxiliary aids, services, written materials in other formats, reasonable modifications in policies and procedures, please call in advance of the scheduled meeting.

Our Mission

Planning & Regulatory Services

To provide credible, timely, and accessible data and analysis for decision-making and problem solving for land and programmatic development

Division Staff

Stephen Rolle, Director
Michelle Smith, Chief Planner
Michael Antonellis, Senior Planner
Susan Arena, Preservation Planner
Stefanie Covino, Conservation Planner
Deborah Steele, Principal Staff Asst

Upcoming Meetings

January 2, 2019
January 23, 2019
February 13, 2019
March 13, 2019
April 3, 2019
April 24, 2019
May 15, 2019
June 5, 2019
June 26, 2019
July 17, 2019
August 7, 2019
August 28, 2019
September 18, 2019
October 2, 2019
October 23, 2019
November 13, 2019
December 4, 2019

Board Site Views

Call to Order – 5:30 pm

Approval of Minutes – November 7, 2018

Requests for Continuances, Extensions, Postponements, and Withdrawals

Old Business

Public Hearings

1. 225 Shrewsbury Street – Special Permit for CCOD (PB-2018-056)

Public Meetings

2. Lots 66L, 66R, 67L & 67R Honeysuckle Road – Definitive Site Plan (PB-2018-024)
3. 225 Shrewsbury Street – Definitive Site Plan (PB-2018-056)

New Business

Public Hearings

4. Malden Woods – Definitive Subdivision Plan Amendment (PB-2018-026)
5. 57 Highland Street, 33 & 35 Wachusett Street – Special Permit for CCOD (PB-2018-046)
6. 8 (aka 8 ½) Washburn Street – Zoning Map Amendment (ZM-2018-007)
7. 169-179 Grand Street – Zoning Map Amendment (ZM-2018-009)
8. 7 Bigelow Street (aka 40 Ellsworth) – Zoning Map Amendment (ZM-2018-011)

Public Meetings

9. Downtown Urban Revitalization Plan - Determination that the amended plan is consistent with a comprehensive plan for the locality, pursuant to MGL c.121B section 48
10. Malden Woods – Definitive Site Plan (PB-2018-026)
11. 30 & 32 (aka Lot 2) Chiltern Hill Drive – Definitive Site Plan (PB-2018-032)
12. 30 & 32 (aka Lot 3) Chiltern Hill Drive – Definitive Site Plan (PB-2018-033)
13. 30 & 32 (aka Lot 4) Chiltern Hill Drive – Definitive Site Plan (PB-2018-034)

New Business - Public Meetings

14. 57 Highland Street, 33 & 35 Wachusett Street – Parking Plan (PB-2018-046)
15. 105 Rodney Street – Definitive Site Plan (PB-2018-068)
16. 44 Hammond Street – Parking Plan Approval (PB-2018-073)
17. 13 Keach Avenue – 81-G Street Opening (PB-2018-074)
18. 13 Keach Avenue – Definitive Site Plan (PB-2018-074)
19. 415 Southbridge Street – Parking Plan Approval (PB-2018-075)
20. 766 West Boylston Street – Parking Plan Approval (PB-2018-076)
21. 0-9 Hemans Street – Definitive Site Plan (PB-2018-077)
22. 274 & 290 (aka 5-7, 25, 38, & 45 Arctic Street and 1, 14, & 23 Hygiea Street) Franklin Street – Definitive Site Plan Extension of Time (PB-2018-078)
23. 210 Southwest Cutoff – Definitive Site Plan (PB-2018-079)

Other Business

24. **Street Petition(s)**
 - a. Request to Convert Attleboro Street to Public (ST-2018-011)
25. **Approval Not Required (ANR) Plans**
 - a. 30 & 32 Chiltern Hill Drive (public) & Aylesbury Road (public) (AN-2018-024)
 - b. 484 Granite Street (public) (AN-2018-058)
 - c. 214 Clover Street (public) (AN-2018-059)
 - d. 231 Salisbury Street and 2 Rutland Terrace (public) (AN-2018-060)
 - e. 4 Julien Avenue (public) (AN-2018-061)
 - f. 22A & 22B Milton Street (private) (AN-2018-062)
 - g. 8 Phoenix Street (private) and 7 Enid Street (public) (AN-2018-063)
 - h. 28 & 30 (fka 0) Cliveden Street (public) (AN-2018-064)
26. **Mylar Endorsement** - Frontage Subdivision Plan for 26 & 26 Solferino Street (PB-2018-061)
27. **Communication(s)** - Chapter 91 Waterways License (No. 14801) for work at/near 10 Lake Avenue North (for MassDCR - Regatta Point Park) within the waters of Lake Quinsigamond
28. Request to release covenant and to accept form and amount of security associated with the Performance Agreement for Kiara Drive Subdivision (PB-2016-018)
29. **Discussion Regarding Upcoming Meeting Dates**
30. **Signing of Decisions from prior meetings**

Adjournment

Legal Ad December 3, 2018 &
December 10, 2018
Susan M. Ledoux, City Clerk
PO 1920

CITY OF WORCESTER
PUBLIC NOTICE

The City Council of the City of Worcester will hold a public hearing at 6:30 P.M. on Tuesday, December 18, 2018 in the Esther Howland (South) Chamber at which time the WRA will present Amendment #1 to the Downtown Urban Revitalization Plan which will modify the current boundary map to encompass additional parcels in the Canal District and Green Island Neighborhoods of the city, and to designate an additional 10 parcels of land for acquisition. You are cordially invited to attend said hearing at which time you may be given an opportunity to provide testimony. A Copy. Attest: Susann M. Ledoux, City Clerk PO 1920 December 3, 2018 & December 10, 2018

CITY OF WORCESTER PUBLIC HEARING
The City Council of the City of Worcester will hold a public hearing at 6:30 P.M. on Tuesday, December 18, 2018 in the Esther Howland (South) Chamber, 3rd Floor in City Hall at which time the WRA will present Amendment #1 to the Downtown Urban Revitalization Plan which will modify the current boundary map to encompass additional parcels in the Canal District and Green Island Neighborhoods of the city, and to designate an additional 10 parcels of land for acquisition. You are cordially invited to attend said hearing at which time you may be given an opportunity to provide testimony. A Copy. Attest: Susann M. Ledoux, City Clerk
PO 1920 December 3, 2018 & December 10, 2018

CITY OF WORCESTER
AGENDA OF THE CITY COUNCIL
Tuesday, December 18, 2018
Esther Howland Chamber
6:30 P.M.

MAYOR
Joseph M. Petty

AT-LARGE COUNCILORS

Morris A. Bergman
Khrystian E. King
Konstantina B. Lukes
Gary Rosen
Kathleen M. Toomey



www.worcesterma.gov

DISTRICT COUNCILORS

Sean M. Rose - District 1
Candy Mero-Carlson - District 2
George J. Russell - District 3
Sarai Rivera - District 4
Matthew E. Wally - District 5

CITY CLERK
Susan M. Ledoux

CITY MANAGER
Edward M. Augustus, Jr.

CITY AUDITOR
Robert V. Stearns

City Hall - 455 Main Street Worcester, Massachusetts

1. INVOCATION - Reverend Roosevelt Hughes, John Street Baptist Church

2. PLEDGE OF ALLEGIANCE & STAR SPANGLED BANNER

3. ROLL CALL

4. PROCLAMATIONS, ACKNOWLEDGMENTS, MOMENTS OF SILENCE

5. APPROVAL OF THE MINUTES

5a Adopt

5a. Order - That the City Council of the City of Worcester hereby approves the minutes of the City Council Meeting of December 4, 2018.

6. PUBLIC PARTICIPATION - a person may speak for no more than two (2) minutes on any items appearing on the agenda

7. HEARING

7a Hold Public Hearing

7a. Hearing: For Amendment #1 of the Downtown Urban Revitalization Plan

7b - Take up with #11a & Adopt on a roll call

- 7b.** COMMUNICATION of City Manager Edward M. Augustus, Jr. transmitting a recommendation for City Council's review, deliberation and adoption of the attached order relative to the draft Downtown Urban Revitalization Plan Amendment No. 1.

8. PETITIONS - a Petitioner may speak up to three (3) minutes the first time their petition appears on an agenda

8a & 8b Refer to Public Service & Transportation Committee

- 8a.** Councilor Matthew E. Wally request installation of additional street lighting in Bailey St., between Assabet Lane and Foxmeadow Dr.
- 8b.** Donald Mancini, Manager of 969 Main Realty LLC request street lights be installed on poles 17, 19, 21, 23 and 24 on Brooks St.

8c - 8k Refer to Public Works Committee

- 8c.** Evan Corrigan request alterations be made to the intersection of St. Nicholas Ave. and Clark St. to address low visibility.
- 8d.** Theresa Giard, Assistant Director of Operations, WPI Residential Services request sidewalk resurfacing at Hackfeld Rd.
- 8e.** Theresa Giard, Assistant Director of Operations, WPI Residential Services request sidewalk resurfacing at Einhorn Rd.
- 8f.** Theresa Giard, Assistant Director of Operations, WPI Residential Services request sidewalk resurfacing at Trowbridge Rd.
- 8g.** Theresa Giard, Assistant Director of Operations, WPI Residential Services request sidewalk resurfacing at Schussler Rd.
- 8h.** Theresa Giard, Assistant Director of Operations, WPI Residential Services request sidewalk resurfacing at West St.
- 8i.** Theresa Giard, Assistant Director of Operations, WPI Residential Services request sidewalk resurfacing at Elbridge St.
- 8j.** Candria Gray and Doris Ortiz request street resurfacing at Chino Ave.
- 8k.** Candria Gray and Doris Ortiz request street resurfacing at Constitution Ave from Chino Ave to Tacoma St.

8L - 8q refer to Traffic & Parking Committee

- 8l.** Roberta Adams request the handicap parking in front of 197 Eastern Ave. be removed.
- 8m.** Roberta Adams request to alleviate the traffic backup at the traffic light for left turns from Catharine St. onto Lincoln St., school buses turn onto Harlow St. to Crescent St. instead of Lincoln St. to Crescent St.
- 8n.** Roberta Adams request to make Winter St. one way from Green St. to Harding St. or eliminate the parking on one side.
- 8o.** Florian Hoxha request a solution to the speeding problem at Forest St. and Grove St.
- 8p.** Councilor Matthew E. Wally request installation of traffic advisory signage in Bailey St., in the approach to the crosswalk, warning motorists of the crosswalk including "Thickly Settled" signage and "Yield to Pedestrian" signage.
- 8q.** Anthony Belcher request speed enforcement on Willow St.

9. CHAIRMAN'S ORDERS

9a & 9b Adopt

- 9a.** FROM THE COMMITTEE ON ECONOMIC DEVELOPMENT - Request City Manager provide to City Council a list of eligible small vacant city properties that could be sold to non-profits to be used for gardens/farms.
- 9b.** FROM THE COMMITTEE ON YOUTH, PARKS AND RECREATION - Request Parks Commission consider holding a public hearing for the purposes of constructing a skateboard park at Crompton Park and reporting to City Council a final recommendation.

10. ORDERS

- 10a.** Request City Manager report to City Council regarding the progress being made on establishing a Worcester Fire Fighters' Museum and Education Center at Union Station by December 3, 2019, the 20th anniversary of the 1999 Worcester Cold Storage and Warehouse Co. fire. (Rosen)
- 10b.** Request City Manager provide City Council with a report concerning any and all actions being taken by the city in regards to the Hepatitis A outbreak. (Rivera)
- 10c.** Request City Manager request Police Chief provide speeding enforcement in the vicinity of Bailey St. (Wally)

- 10d. Request City Manager provide a legal opinion as to the city's ability to obtain a percentage of real estate sales proceeds resulting from real estate owned and sold by tax exempt/non-profit owners of real estate. (Lukes)
- 10e. Request City Manager consider to start looking for alternatives to the PAMET system for WFD/WPD as this system is over twenty years old and at some point could no longer be compatible with the needs of WFD/WPD. (Rose)
- 10f. Request City Manager request the Commissioner of Public Works and Parks perform a groundwater test in the area of Grove Heights, Grove St. and Parkton Ave. to determine who is responsible for the flooding in the area. (Rose)

11. RESOLUTIONS

11a adopt on a roll call

- 11a. FROM THE WORCESTER PLANNING BOARD - That the Worcester Planning Board finds the amendment to the Downtown Urban Revitalization Plan approved by the Worcester Redevelopment Authority on December 4, 2018 is based on a local survey and conforms to a comprehensive plan for the City of Worcester as a whole in accordance with M.G.L. c. 121B, SS 48.

11b adopt on a roll call

- 11b. That the City Council of the City of Worcester urges the State Legislature to approve and fully fund a new foundation budget formula for Public Schools by May 1, 2019. (Mero-Carlson)

11c adopt on a roll call

- 11c. That the Worcester City Council urge the U.S. Health Resources and Services Administration (HRSA) and all concerned parties to proceed with caution and care to ensure the continuity and quality of vital services and to maintain the day-to-day operation of HOAP program at Community Healthlink; and Be it Further Resolved: That the City Clerk transmit a copy of this resolution to the appropriate parties at Community Health Link and the Homeless Outreach and Advocacy Project, the U.S. Health Resources and Services Administration (HRSA), the University of Massachusetts Memorial Health Care, U.S. Senator Edward Markey, U.S. Senator Elizabeth Warren, U.S. Congressman James McGovern, Governor Charlie Baker, Lieutenant Governor Karyn Polito, State Senator Harriette Chandler, State Senator Michael Moore, State Representative John Mahoney, State Representative James O'Day, State Representative Mary Keefe, State Representative Daniel Donahue, State Representative Kate Campanale and Governor's Council Jennie Caissie. (King)

12. RECESS TO FINANCE COMMITTEE - No Items pending

13. COMMUNICATIONS

- 13a. David Hewett, Principal of Epsilon Associates, Inc. transmitting Supplemental Information Filing regarding the Notice of Project Change & Phase I Waiver Request for the Worcester Downtown Urban Revitalization Plan, EEA #15637.

13b Approve

- 13b. Mayor Joseph M. Petty submitting for approval by the City Council the attached Annual Calendar of City Council meeting for calendar year 2019.

13c Advertise proposed Ordinance

- 13c. City Manager Edward M. Augustus, Jr. transmitting recommendation for adoption of the attached amendment to the Revised Ordinances by adding a new Section to Chapter 12 - Streets and Sidewalks, relative to the permitting of small cell wireless facilities in the public right-of-way.

14. REPORTS OF THE COMMITTEE ON ECONOMIC DEVELOPMENT

14a & 14b Vote to advertise

- 14a. REPORT OF THE COMMITTEE ON ECONOMIC DEVELOPMENT Upon the Report of the Planning Board Upon the Petition of Mark L. Donahue, Esq., request to amend the City of Worcester zoning map pertaining to 37 Fruit St., so as to alter that portion located in the RL-7 zone to BO - 1.0 thereby causing the entire lot to be contained in the BO-1.0 zone: recommend passage of the accompanying proposed Ordinance.
- 14b. REPORT OF THE COMMITTEE ON ECONOMIC DEVELOPMENT Upon the Report of the Planning Board Upon the Communication of the City Manager recommend adoption of a Zoning Ordinance Amendment to add provisions relating to urban agriculture: recommend passage of the accompanying proposed Ordinance as amended to exclude all aspects regarding honey bees and allow for necessary clerical corrections.

15. REPORTS OF THE COMMITTEE ON TRAFFIC AND PARKING

15a - 15L Vote to advertise

- 15a. REPORT OF THE COMMITTEE ON TRAFFIC AND PARKING Upon the Petition of Andrew Noonan request the removal of three handicap parking spaces at 14 Ayrshire Rd.: recommend passage of the accompanying proposed Ordinance.
- 15b. REPORT OF THE COMMITTEE ON TRAFFIC AND PARKING Upon the Petition of Elvin Cartagena request installation of a handicap parking space in front of or in vicinity of 81 Bellevue St.: recommend passage of the accompanying proposed Ordinance.

- 15c.** REPORT OF THE COMMITTEE ON TRAFFIC AND PARKING Upon the Petition of Norma Delgado request installation of an additional handicap parking space across from 36 Gates St.: recommend passage of the accompanying proposed Ordinance.
- 15d.** REPORT OF THE COMMITTEE ON TRAFFIC AND PARKING Upon the Petition of John Golding request installation of handicap parking space in front of 5 Winchester Ave.: recommend passage of the accompanying proposed Ordinance
- 15e.** REPORT OF THE COMMITTEE ON TRAFFIC AND PARKING Upon the Petition of Councilor Sarai Rivera on behalf of Ronald Holbrook request installation of a handicap parking space in the vicinity of 229 Millbury St.: recommend passage of the accompanying proposed Ordinance to install a handicap parking space on the Seymour St. side of 229 Millbury St.
- 15f.** REPORT OF THE COMMITTEE ON TRAFFIC AND PARKING Upon the Petition of Donald Duval request installation of a handicap parking space in front of 30 Northampton St.: recommend passage of the accompanying proposed Ordinance
- 15g.** REPORT OF THE COMMITTEE ON TRAFFIC AND PARKING Upon the Petition of Michael Hoose on behalf of Geraldine Hoose request installation of a handicap parking space in the vicinity of 10 Vale St.: recommend passage of the accompanying proposed Ordinance.
- 15h.** REPORT OF THE COMMITTEE ON TRAFFIC AND PARKING Upon the Petition of Thomas Xhupi request installation of 30 Minute Parking on the Merrick St. side of 325 Pleasant St.: recommend passage of the accompanying proposed Ordinance
- 15i.** REPORT OF THE COMMITTEE ON TRAFFIC AND PARKING Upon the Petition of Councilor Matthew E. Wally request to install "No Parking" on Mower St. north side from Westmoreland St. to the western property line of West Tatnuck School between the hours of 8 a.m. to 9 a.m. and 2:30 p.m. to 3:30 p.m.: recommend passage of the accompanying proposed Ordinance.
- 15j.** REPORT OF THE COMMITTEE ON TRAFFIC AND PARKING Upon the Petition of Beverly Simpson et al request to reverse the winter parking ban on Rydal St.: recommend passage of the accompanying proposed Ordinance.
- 15k.** REPORT OF THE COMMITTEE ON TRAFFIC AND PARKING Upon the Petition of Anna Gentile et al request installation of two stop signs facing both directions of Nebraska St. at Muskego St.: recommend passage of the accompanying proposed Ordinance.

15l. REPORT OF THE COMMITTEE ON TRAFFIC AND PARKING Upon the Petition of Councilor Candy Mero-Carlson request installation of a four way stop sign at Westminster and Northampton Sts.: recommend passage of the accompanying proposed Ordinance.

15m Accept

15m. REPORT OF THE COMMITTEE ON TRAFFIC AND PARKING Upon the Petition of Councilor Candy Mero-Carlson request reinstallation of a “Left Turn Only” lane in Belmont St., turning into 240 Belmont St., Seabury Heights: recommend Petition be placed on file.

16. TO BE ORDAINED

16a & 16b Ordain on a roll call

16a. Amending The Salary Ordinance Of August 20, 1996 Relative To Members Of Local 911, NEPBA (Police Officers)

16b. Amending the Organization Plan for the Executive Office Of Economic Development Concerning Workforce Central Career Center Division And Workforce Development Board Division.

17. TABLED UNDER PRIVILEGE

17a. COMMUNICATION of the City Manager transmitting informational communication relative to an update of the Quality of Life Taskforce. (Tabled Under Privilege - Petty December 11, 2018)

18. TABLED ITEMS

18a. RESOLUTION of Councilor Konstantina B. Lukes – That the City Council go on record in favor of supporting the Worcester Bravehearts as they plan for the future. (Tabled Under Privilege - Lukes August 21, 2018 and Tabled Under Privilege - Petty September 12, 2018 and Tabled - Lukes September 25, 2018)

18b. ORDER of Councilor Kontantina B. Lukes - Request City Manager report on the numbers and types of undomesticated animals reported in the city and reported contacts with humans. (Tabled - Petty December 4, 2018)

19. BUSINESS UNDER SUSPENSION OF RULES - Items brought forth under suspension at the December 11, 2018 City Council meeting.

19a. ORDER of Councilor Morris A. Bergman – Request City Manager provide City Council with a report concerning the number of applicants for the Elderly Exemption Program in other municipalities of a similar size. – Item #13a CC Order adopted

- 19b.** ORDER of Councilor Matthew E. Wally – That the Tax Rate for Fiscal Year 2019 be set at \$18.91 for Residential Property and \$32.31 for Commercial, Industrial and Personal Property. – Item #13b CC Order denied on a roll call vote of 3 Yeas and 8 Nays
- 19c.** ORDER of Councilor Sean M. Rose – That the Tax Rate for Fiscal Year 2019 be set at \$18.63 for Residential Property and \$33.12 for Commercial, Industrial and Personal Property. – Item #13c CC Order denied on a roll call vote of 5 Yeas and 6 Nays
- 19d.** ORDER of Councilor Konstantina B. Lukes – That the Tax Rate for Fiscal Year 2019 be set at \$18.00 for Residential Property and \$34.90 for Commercial, Industrial and Personal Property. – Item #13d CC Order adopted on a roll call vote of 6 Yeas and 5 Nays
- 19e.** ORDER of Councilor Kathleen M. Toomey – That the Tax Rate for Fiscal Year 2019 be set at \$18.51 for Residential Property and \$33.46 for Commercial, Industrial and Personal Property. – Item #13e CC Not put
- 19f.** ORDER of Mayor Joseph M. Petty – Request City Manager consider applying revenue earned from the sale of recreational marijuana to reducing taxes. – Item #13f CC Order adopted
- 19g.** ORDER of Councilor Khrystian E. King – Request City Manager provide City Council with an update concerning how the expansion of middle school sports programs including volleyball have been received. – Item #13g CC Order adopted
- 19h.** ORDER of Councilor Candy Mero-Carlson – Request City Manager provide City Council with a report concerning typical salaries for City Council support staff. – Item #13h CC Order adopted
- 19i.** ORDER of Councilor Matthew E. Wally – Request City Manager provide City Council with a long range plan to deal with icy conditions in Flagg St. – Item #13i CC Order adopted
- 19j.** ORDER of Councilor Konstantina B. Lukes – Request City Manager provide City Council with a report concerning what will be done with the old counters used by the Election Commission and Treasurer’s Office when the new counters are built. Further, request City Manager include in said report information concerning who will be designing the new counters and what the new counters will look like. – Item #13j CC Order adopted

19k. ORDER of Councilor Morris A. Bergman – Request City Manager consider posting onto the city’s website information released about Worcester being one of the twenty (20) safest cities to live in. – Item #13k CC Order adopted

Scheduled Meetings of the Standing Committees

Wednesday, Dec. 19, 2018	Traffic and Parking Committee	Esther Howland (South) Chamber
06:00 PM	Chairperson Matthew E. Wally, Konstantina B. Lukes, Candy Mero-Carlson	

City of Worcester, Massachusetts

Edward M. Augustus, Jr.
City Manager

Michael E. Traynor, Esq.
Chief Development Officer



December 5, 2018

Massachusetts Historical Commission
220 Morrissey Boulevard
Boston, Massachusetts 02125

RE: Downtown Urban Revitalization Plan Amendment No. 1 Public Hearing

Dear Commissioners:

The City Council of the City of Worcester will conduct a public hearing at 6:30 P.M. on Tuesday, December 18, 2018 in the Esther Howland (South) Chamber, 3rd Floor, at City Hall, 455 Main Street, Worcester, MA for the purposes of discussing the proposed Amendment #1 to the Downtown Urban Revitalization Plan which will modify the current boundary map to encompass additional parcels in the Canal District and Green Island Neighborhoods of the city, and to designate an additional 10 parcels of land for acquisition. A copy of the formal notice is attached. This notice was published in the Worcester Telegram & Gazette on December 3, 2018.

Pursuant to M.G.L. c.121B, §48, the attached map indicates the expanded boundaries of the plan area.

Please do not hesitate to contact Amanda L. Gregoire, Senior Project Manager at (508) 799-1400 ext. 31412, if you have any questions or require additional information.

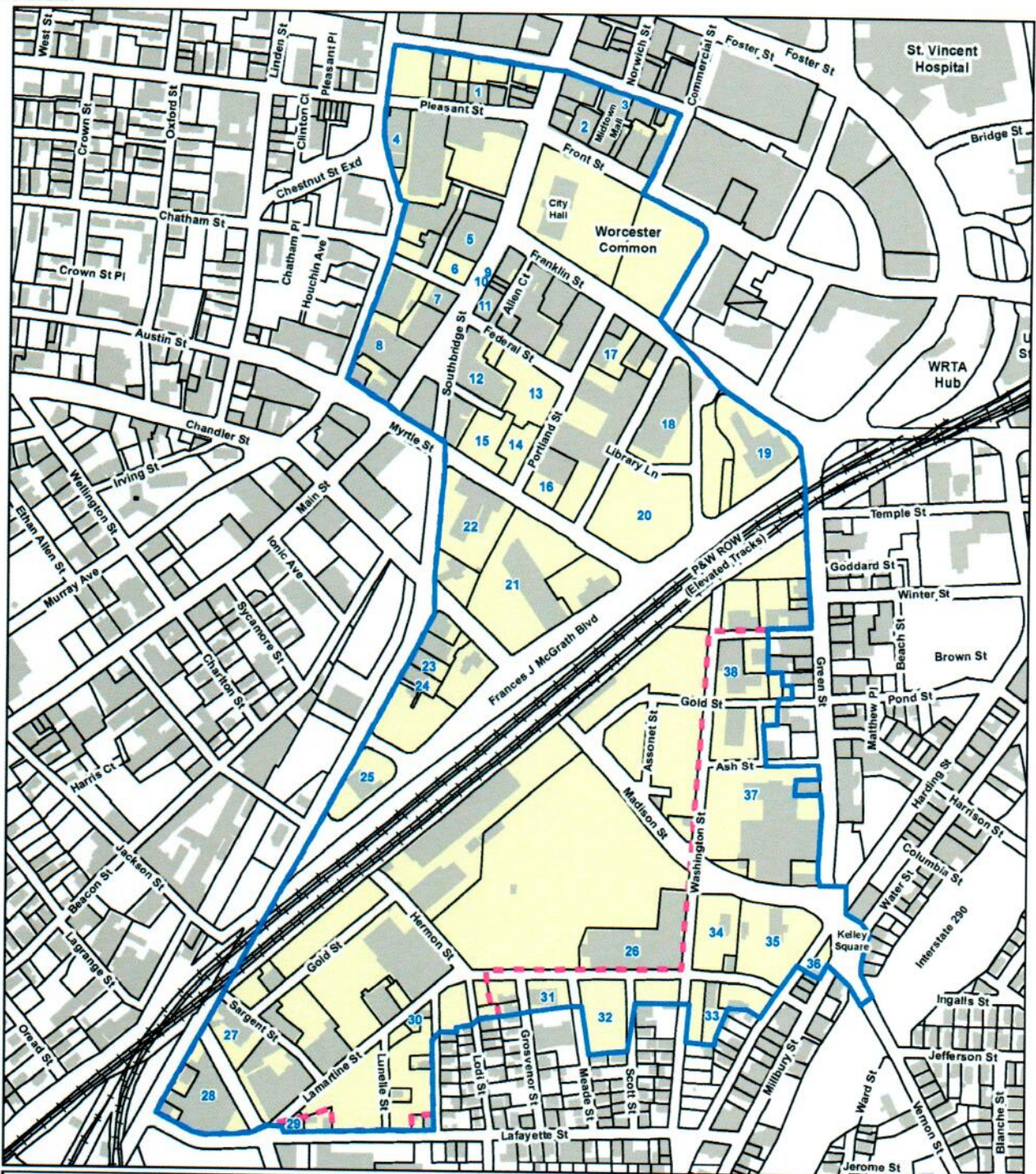
Very truly yours,

Michael E. Traynor, Esq.
Chief Development Officer

cc: Amanda L. Gregoire

Enclosures (2)

Worcester Urban Revitalization Plan, Amendment 1
 Urban Revitalization Area Boundaries, December 5, 2018



Legend

- Urban Revitalization Area
- Building Footprints
- Original URA Boundary
- URA Parcels
- Parcel Boundaries
- #1 - 38 Landmark Buildings/Parcels
(See URP Table 2: Property Key for Figure A-1)

AMENDMENT 1
FIGURE A-1: PROJECT LOCATION AND URA BOUNDARIES

Scale: 1 inch = 475 feet

0 475
 Feet



BSC GROUP

THIS DOCUMENT IS INTENDED FOR GENERAL PLANNING & INFORMATION PURPOSES ONLY. ALL MEASUREMENTS & LOCATIONS ARE APPROXIMATE.



DOWNTOWN WORCESTER

Urban Revitalization Plan Amendment 1

M.G.L. Chapter 121B, Urban Renewal

Governed by M.G.L. Chapter 121B, as well as 760 Code of Massachusetts Regulations (CMR) 12.00, with oversight provided by the Commonwealth's Department of Housing and Community Development (DHCD)

- Approved Urban Renewal Plans can be amended, by either a Minor or Major Plan Amendment
- Changes currently being proposed to the Downtown Worcester URP are considered a Major Plan Amendment primarily due to change in boundary and additional acquisitions

Why Urban Revitalization?

TO BE A STRONGER, MORE VIBRANT DOWNTOWN.

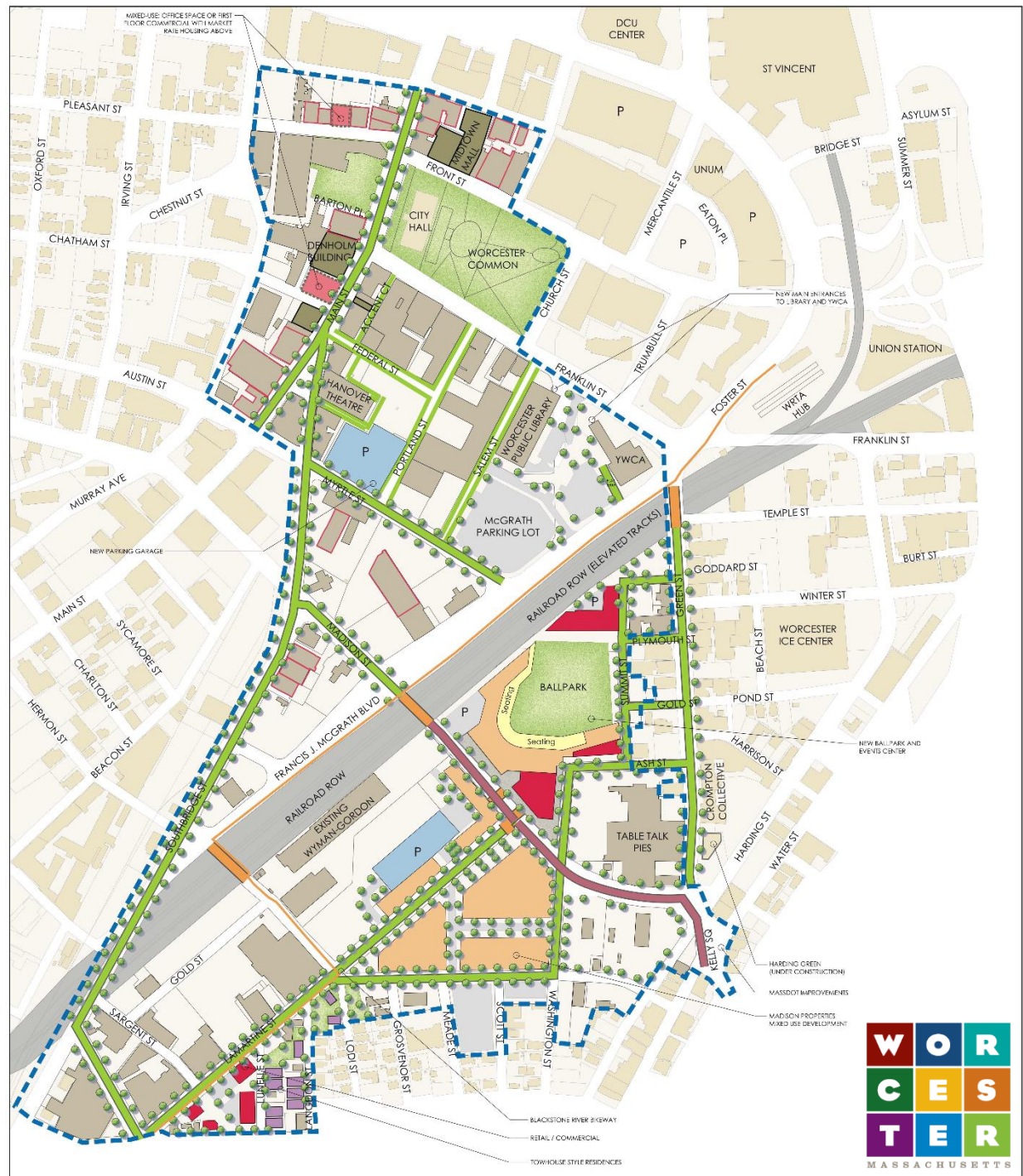
This is our goal.

- A strong downtown will significantly benefit the city and the region.
- A vibrant downtown offers business opportunities, jobs, housing, entertainment, and a healthy local economy.

Urban Revitalization as a Strategy:

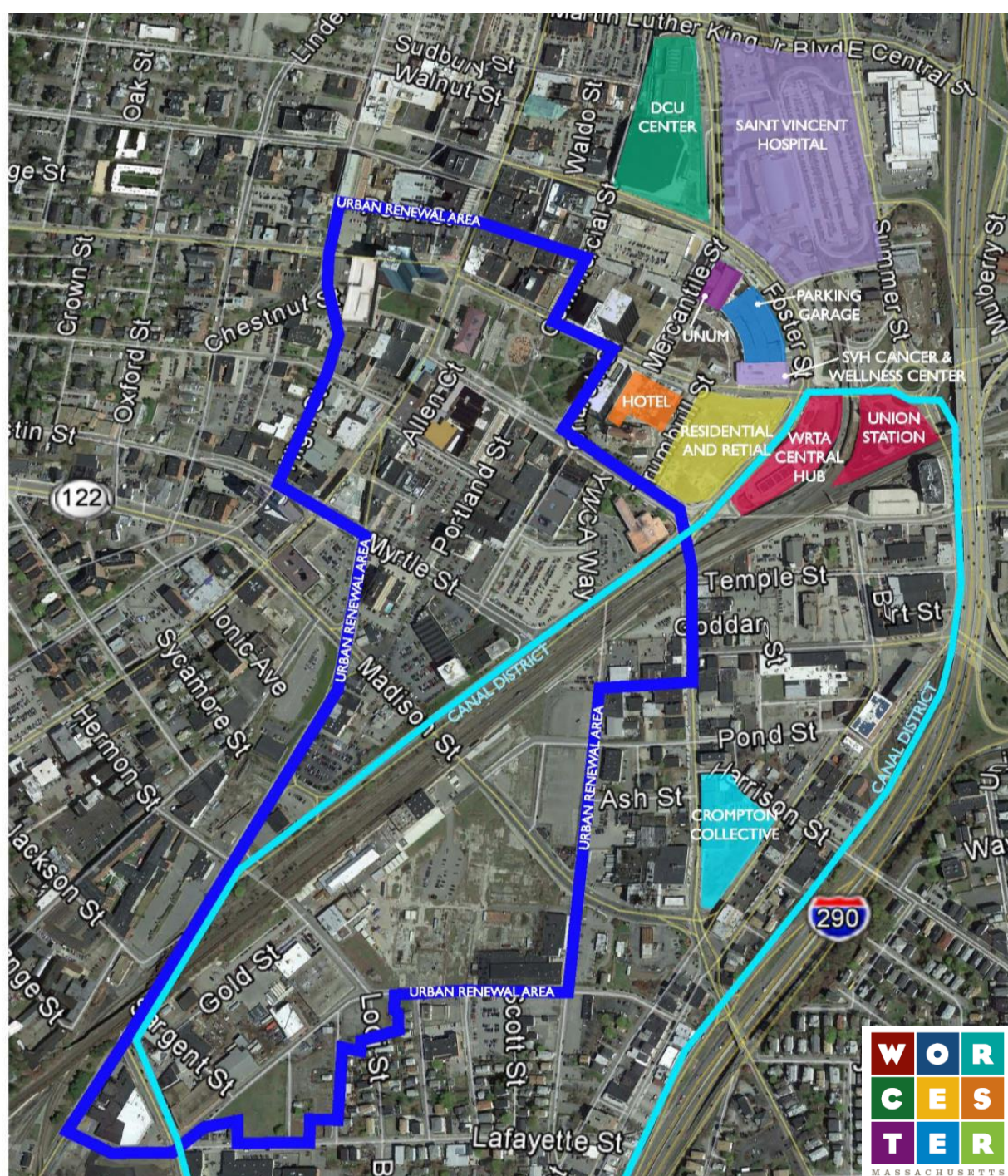
Urban Revitalization is a strategic approach to addressing properties where private enterprise alone is not sufficient; where the private sector has failed to invest in a property and that property, as well as the surrounding properties, has suffered.

URA Amendment 1



URA Boundary Change

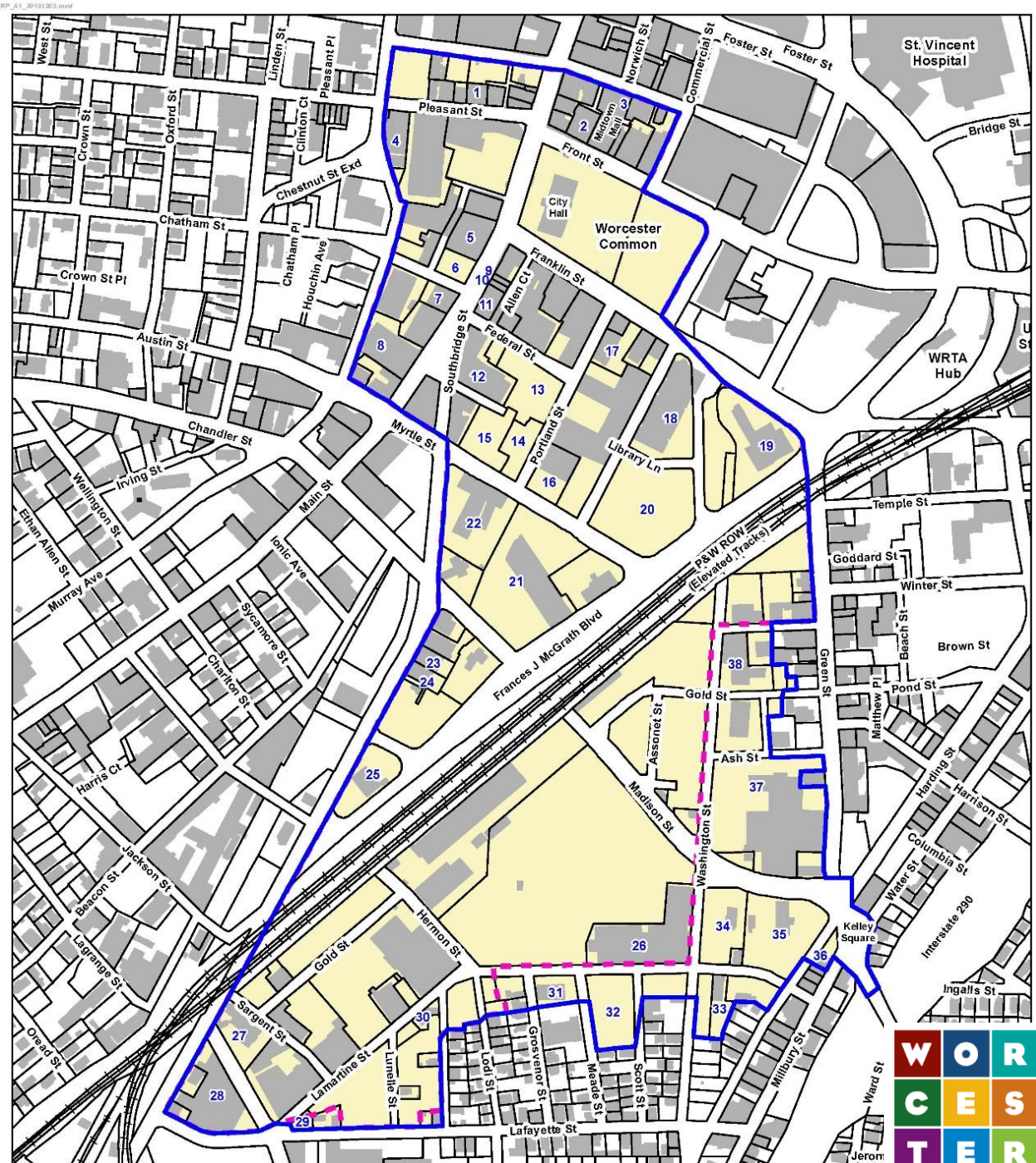
Original Boundary



URA Boundary Change

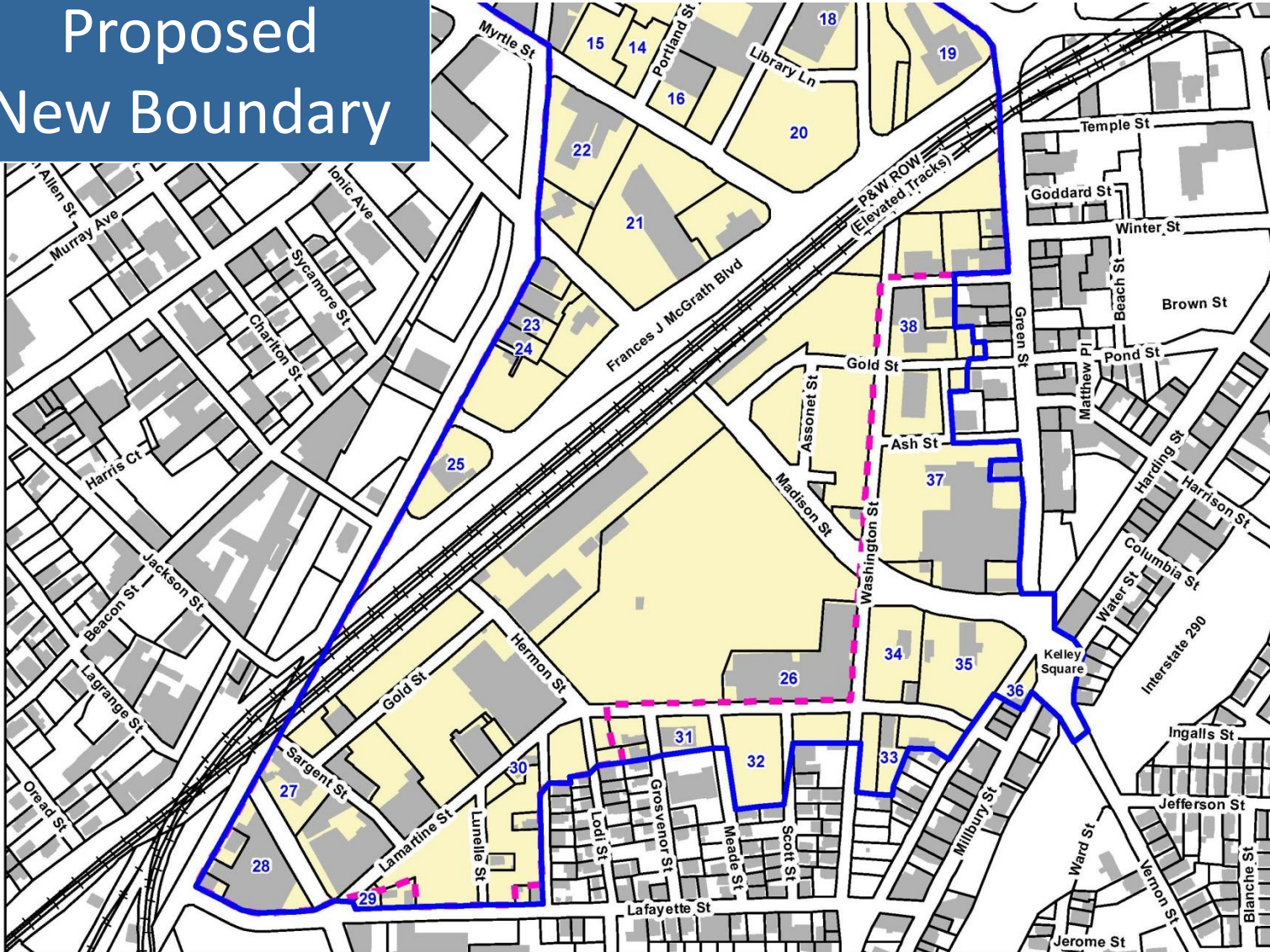
Proposed New Boundary

- 25 Additional Parcels
- 18.7 Additional Acres
- 15.8% Increase in Area
- Total of 137.1 acres



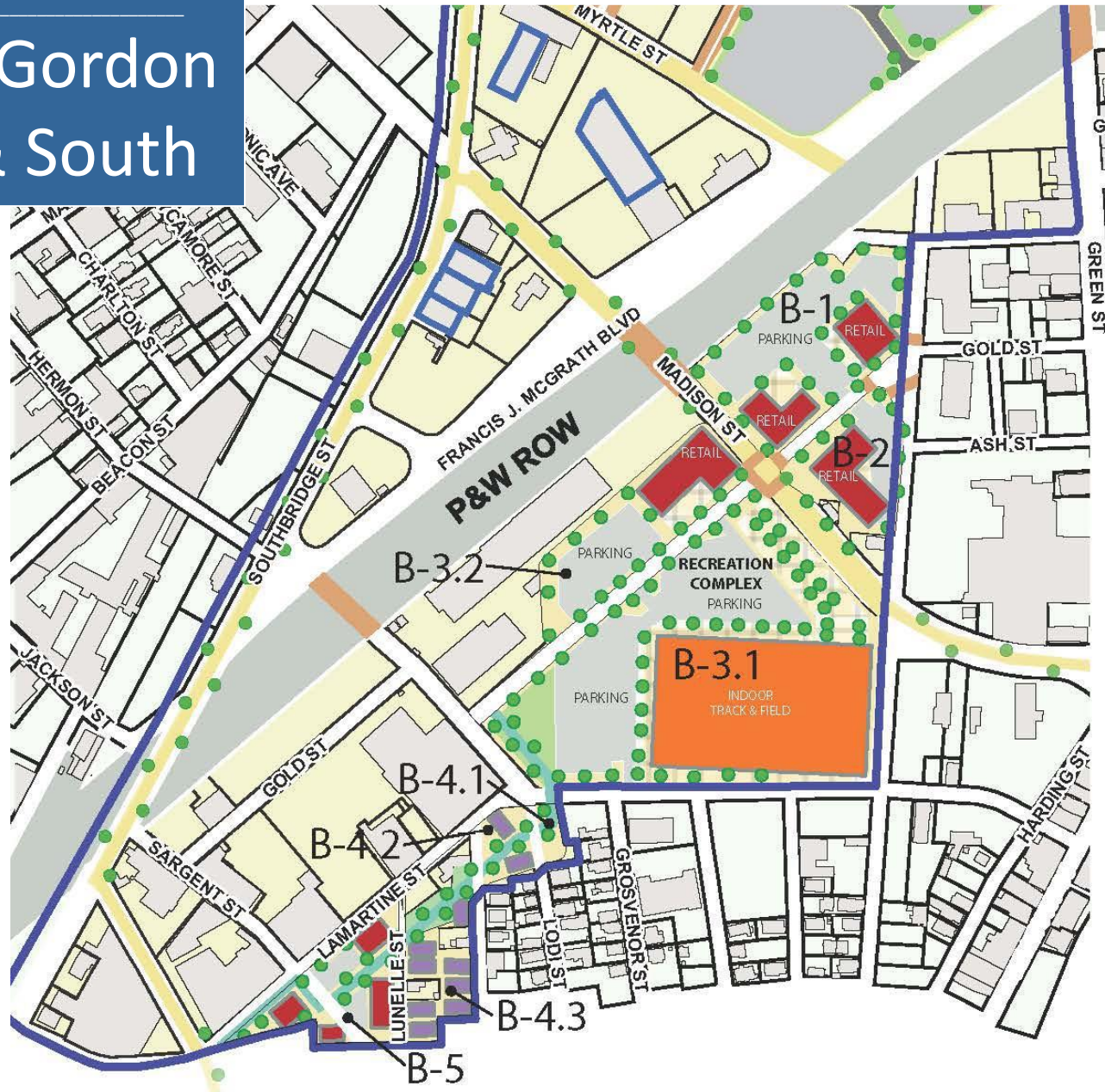
URA Boundary Change

Proposed New Boundary

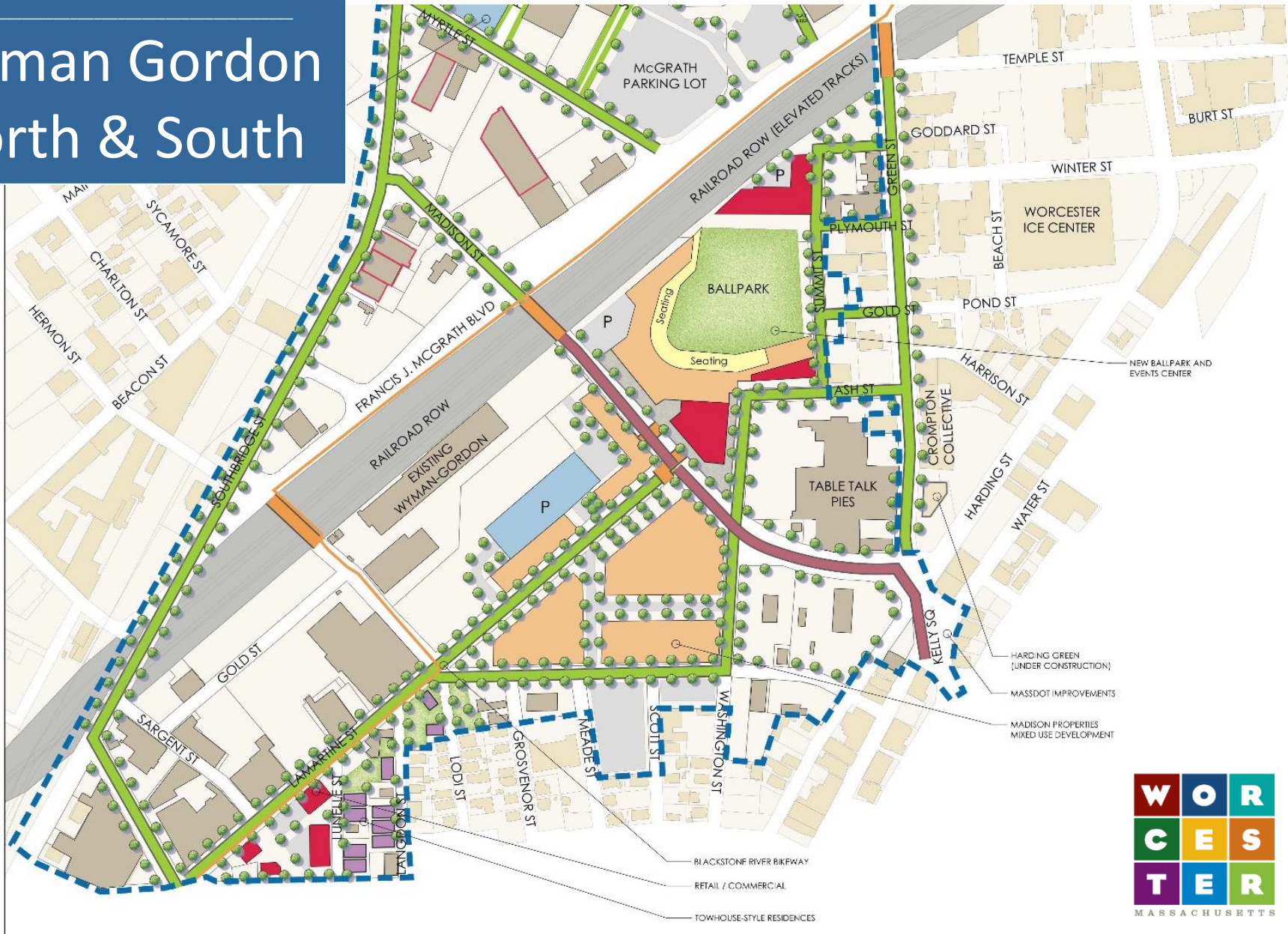


Original Plan

Wyman Gordon North & South



Proposed Plan Wyman Gordon North & South

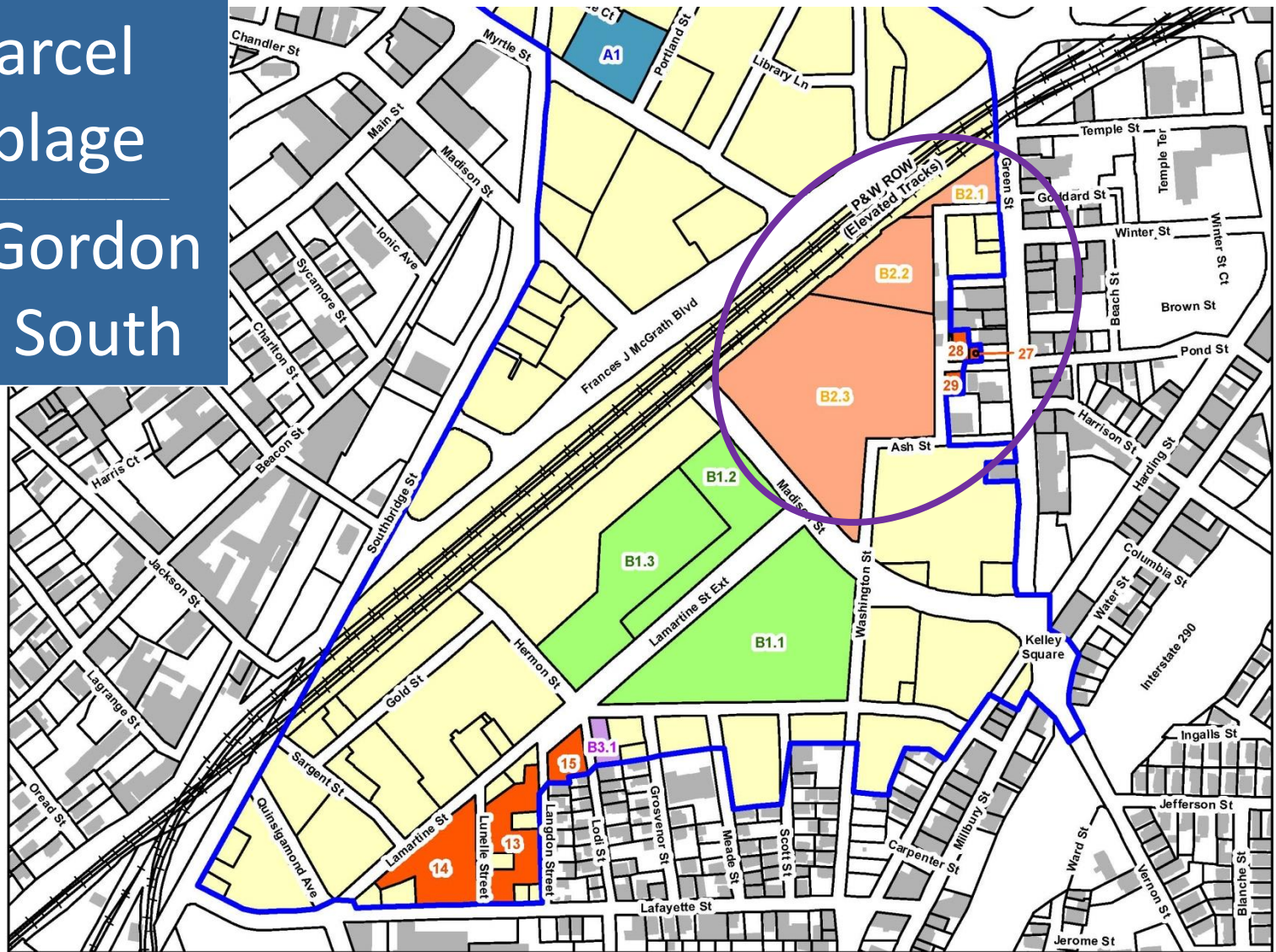


New ROW's Wyman Gordon North & South



New Parcel Assemblage

Wyman Gordon North & South



- Legend**
- Urban Revitalization Area
 - URA Parcel Boundaries
 - Existing Parcels for Disposition
 - Parcel Boundaries

- Assembled Parcels**
- A1
 - B1
 - B2
 - B3

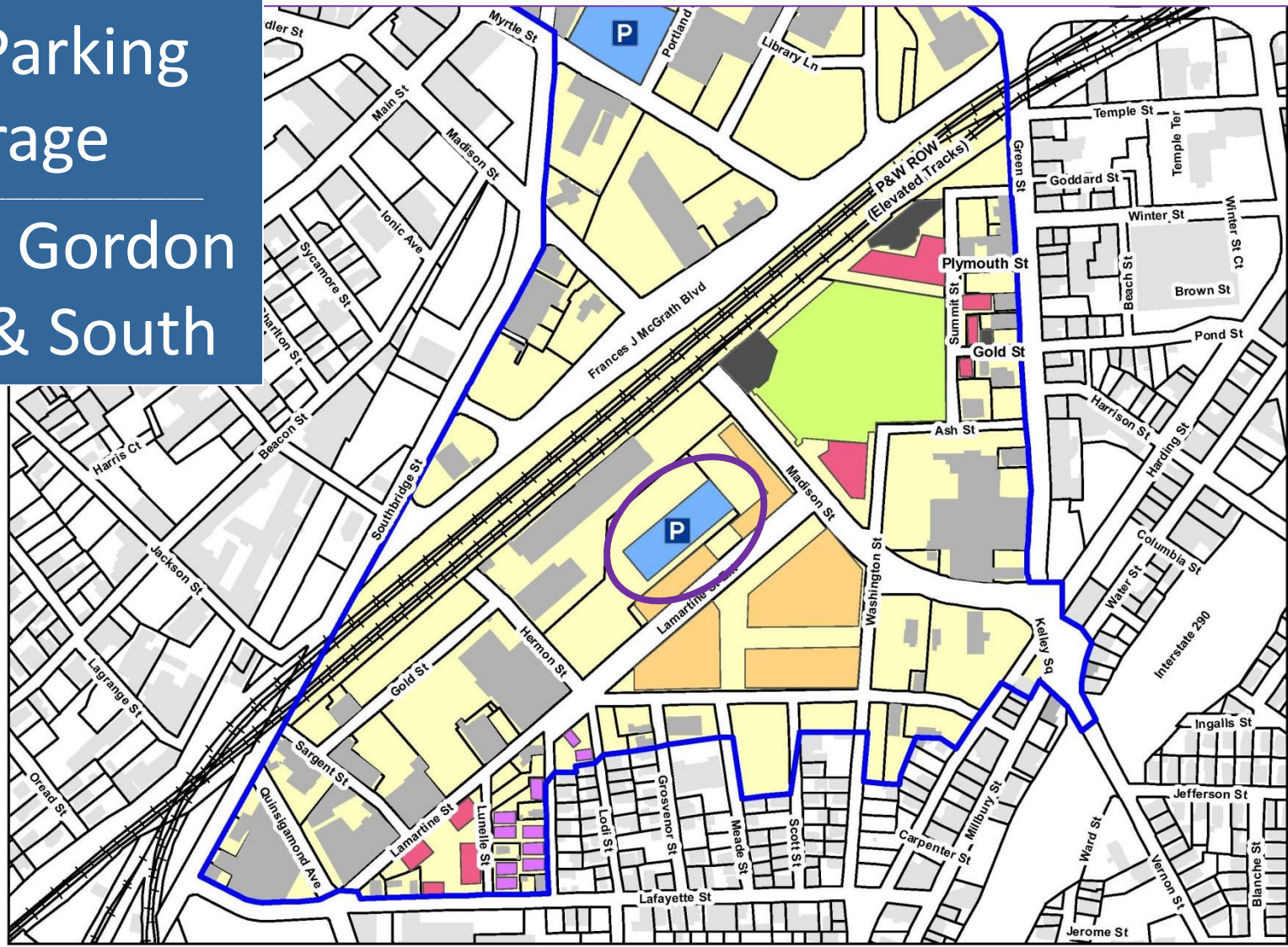
AMENDMENT 1
FIGURE G-1: LOTS TO BE CREATED FOR DISPOSITION



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New Parking Garage

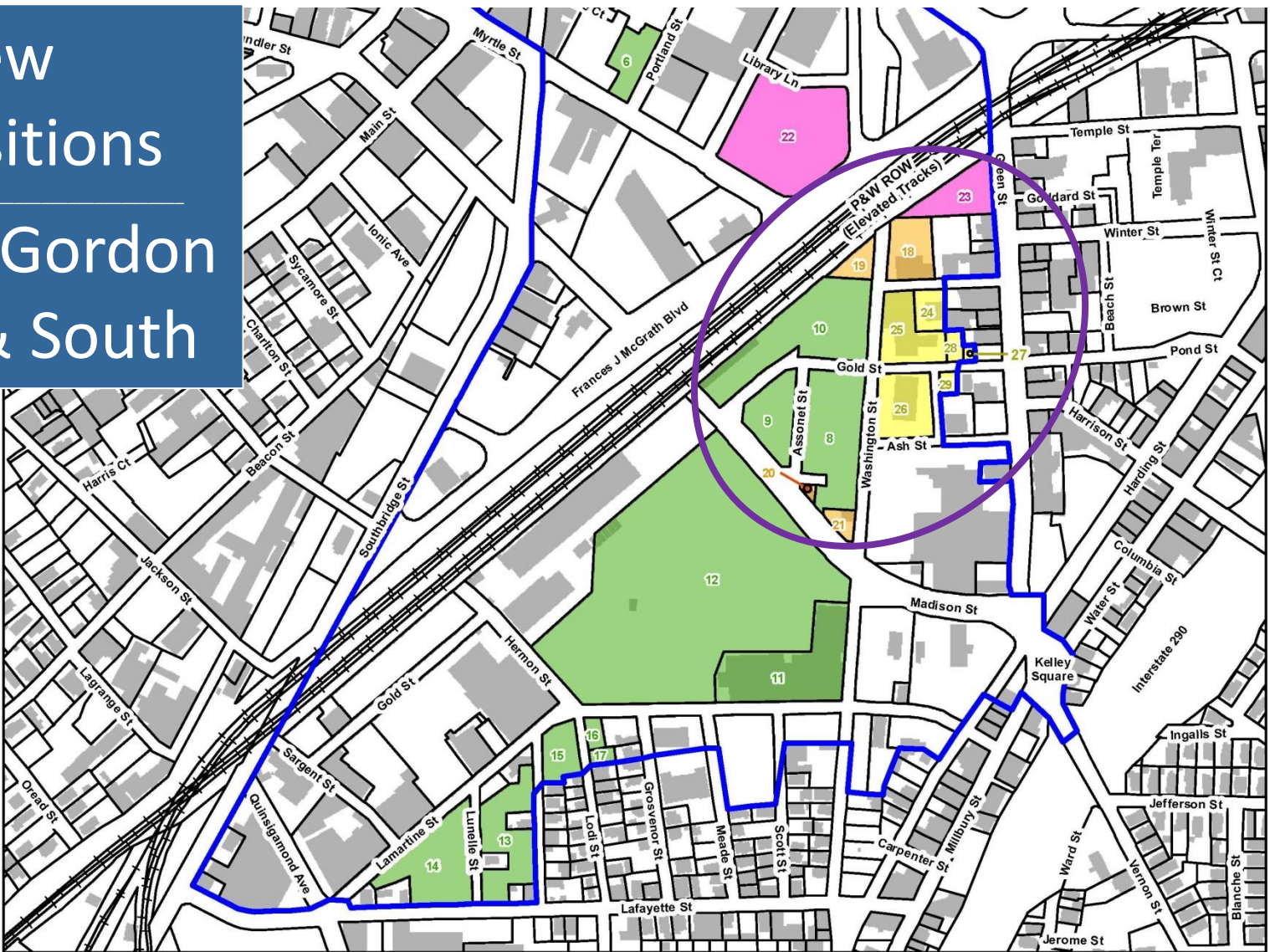
Wyman Gordon North & South















Urban Revitalization Area	Proposed Mixed-Use	<p>FIGURE B-2: PROPOSED PROPERTY LINES AND THE FOOTPRINTS OF BUILDINGS</p>	
URA Parcel Boundaries	Parking Garage		
Parcel Boundaries	Proposed Residential		
Outside URA Buildings	Proposed Commercial/Retail		
Existing URA Buildings	Proposed Rehabilitation		
Proposed Recreational/Event	Proposed Parking Area		

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New Acquisitions Wyman Gordon North & South



Legend				AMENDMENT 1 FIGURE F-1: PARCELS TO BE ACQUIRED		 
 Urban Revitalization Area	 Selective Acquisition	 Property Transfer	 Parcel Boundaries	Scale: 1 inch = 475 feet 		
 Identified for Acquisition (Original URA)	 Building Footprints	 Newly Identified for Acquisition	 #1 - 35 Property Key #'s			
 Change Status to Acquisition						

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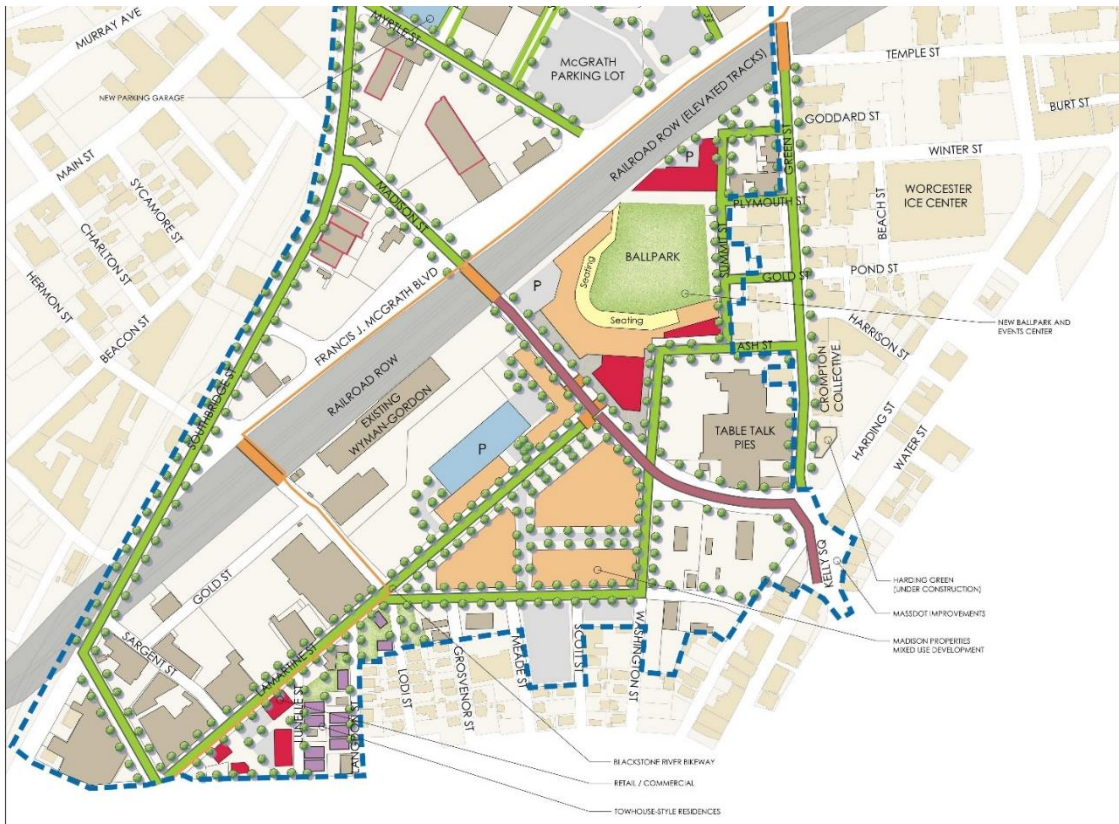
Parcels to be Acquired for Ballpark

Key #	PARCEL ID	ADDRESS	OWNER	LOT SIZE (ACRES)	CURRENT USE	PROPOSED USE
BALLPARK/WYMAN-GORDON NORTH						
8	05-006-00013	0 Assonet St.	Wyman-Gordon Company	1.63	Industrial (Vacant)	Recreation/ Event/ Commercial
9	05-007-00003	40 Gold St.	Wyman-Gordon Company	0.73	Industrial (Vacant)	Recreation/ Event/ Commercial
10	05-007-00004	37 Gold St.	Wyman-Gordon Company	2.18	Industrial (Vacant)	Recreation/ Event/ Commercial
23	05-003-00012	45 Green St.	City of Worcester <i>(Property Transfer)</i>	0.69	Surface Parking Lot	Access/ Gateway to Ballpark
18	05-003-00016	50 Washington St.	Massey, Serena E Trustee	0.63	Industrial Warehouse (AMC Co)	Commercial (Office/ Retail)
19	05-003-00017	69 Washington St.	Worcester Ambulance LLC	0.25	Private Parking Lot	Commercial (Office/ Retail)
20	05-006-00014	134 Madison St.	Grady Holdings LLC	0.05	Commercial (The Sublime Co Smoke Shop)	Recreation/ Event/ Commercial
21	05-009-00009	127 Washington St.	Harrington, Paul J	0.15	Automotive (Paul's Auto Glass)	Recreation/ Event/ Commercial
24	05-004-03+04	2 Plymouth St. <i>(Partial Acquisition)³</i>	Bafaro Realty Company LLC	0.44	Commercial/ Warehouse (Multi-Tenant)	Recreation/ Event/ Commercial
25	05-004-00030	62 Washington St.	Worcester Ambulance LLC	0.79	Warehouse (Worcester Ambulance)	Recreation/ Event/ Commercial
26	05-004-00027	90 Washington St.	Bafaro, Joseph J +	0.80	Industrial Warehouse (Multiple Tenants)	Recreation/ Event/ Commercial
27	05-004-00026	5 Gold St	Bafaro, Joseph J.	0.04	Vacant	Parking
28	05-004-00012	7 Gold St	Bafaro, Joseph J.	0.12	Surface Parking Lot	Commercial/Retail
29	05-004-00017	8 Gold St	Bafaro, Joseph J. +	0.08 ²	Surface Parking Lot	Commercial/Retail

Proposed Plan Wyman Gordon North & South

Financial Plan

- Additional costs funded through
 - District Improvement Financing (DIF)
 - Grants



DOWNTOWN WORCESTER

Urban Revitalization Plan, Amendment 1

STEPS FOR APPROVAL

- Approval by the WRA
- Review by Planning Board
- Public Hearing by City Council
- Approval by City Council
- Submittal to and Approval by DHCD

DOWNTOWN WORCESTER

Urban Revitalization Plan, Amendment 1

Questions



URP Amendment 1
Newspaper Articles

WRA gives OK to expanding ballpark blueprint

By Nick Kotsopoulos
Telegram & Gazette Staff

WORCESTER - The Worcester Redevelopment Authority has set into motion the process to expand the boundaries of its Downtown Urban Revitalization Plan and designate seven properties within the district for potential acquisition. The action is needed to facilitate the planned construction of a 10,000-seat ballpark in the Kelley Square area.

The WRA board Tuesday unanimously approved a major plan amendment to the downtown revitalization plan that will give it the authority to acquire the seven properties through negotiated sales or eminent domain, if that should become necessary.

The properties are located at 90 Washington St. and 2 Plymouth St., 50 Washington St., 62 and 69 Washington St., 127 Washington St. and 134 Madison St.

The properties at 90 Washington St. and 2 Plymouth St. are described as "industrial warehouses" with multiple tenants, while 50 Washington St. is described as an industrial warehouse/garage.

Meanwhile, the properties at 62 and 69 Washington St. are owned by Worcester Ambulance, LLC - 62 Washington St. is a garage warehouse and 69 Washington St. is a parking lot.

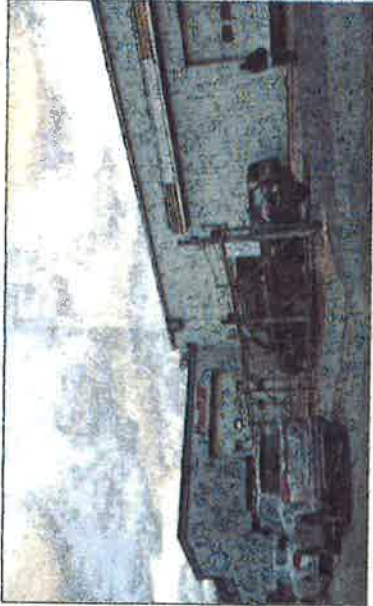
The other two properties are businesses: Paul's Auto Glass Co. is at 127 Washington St., while the Sublime Co. is at 134 Madison St.

In addition, three vacant parcels are included in the amendment. The properties, located at 5, 7 and 8 Gold St., are listed for possible future acquisition, though there is no intent at this time to acquire them.

The city-owned Gen. Pickett Municipal Parking Lot on Green Street, opposite Temple Street, also will be transferred to the WRA as part of the ballpark project.

The ballpark to be built on the north side of Madison Street, west of Kelley Square, will be the new home of the top minor league team of the Boston Red Sox starting in the 2021 season.

The land acquisitions and transfers being eyed are to facilitate the creation of a major pedestrian entrance and promenade to the ballpark.



Properties at 62 and 69 Washington St., Worcester (T&G STAFF/ASHLEY GREEN)

Protection Act. That filing, which was a precursor to the submission of the proposed amendment, called for expanding the urban renewal boundary by about 21 acres, encompassing 33 additional properties.

In addition to the parcels needed to build the ballpark, the filing identified other parcels in the Canal District and Green Island neighborhood to highlight their highest and best use so as to prompt further investment in that area.

The WRA hired the BSC group last December to work on an amendment to the Downtown Urban Revitalization Plan, long before the city reached an agreement with the Pawtucket Red Sox to move the team to Worcester.

Mr. Traynor said preliminary work was done on the proposed amendment early this year and it was finalized in the summer. He said whether the WRA went forward with the amendment was contingent on the PawSox agreeing to relocate to Worcester.

He said the scope of the planned amendment was scaled back, however, after concerns were raised that it could lead to a

large number of property acquisitions and building demolitions. "Our total focus is now on assembling parcels for the ballpark," Mr. Traynor said.

He said some of the aspects of the plan that were removed can be considered by the WRA board later.

But some WRA board members expressed concerns about the process that was used to get the downtown revitalization plan amendment to this point.

WRA board member Michel Angelini said he would have liked to see the details of the proposed amendment, as well as the listing of properties designated for acquisition, run by the board in advance so there could have been public discussion.

He said the details caught many people by surprise, leading them to draw conclusions beyond what they should have concluded.

"I urge us in the future to be transparent about this," Mr. Angelini said.

Mr. Traynor said this situation was "a little out of the ordinary" because the WRA could not make public any of the details of the plan until the city had reached an agreement with the PawSox.

Neighborhood development, job creation discussed by Worcester residents during first public hearing on WooSox deal

Updated Aug 29, 2018;

Posted Aug 28, 2018

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By **Aviva Luttrell**, aluttrell@masslive.com

Sustainability, high-quality job creation and neighborhood development were among the topics raised by Worcester residents Tuesday night during the first of two public hearings on the pending deal that would bring The Worcester Red Sox and a massive ballpark development to the city.

There was standing room only in the White Room at Crompton Place as more than 100 members of the public attended the meeting to listen and voice their thoughts about the project. Among attendees' chief concerns were the creation of good, local union jobs, the implementation of a Community Benefits Agreement and a strong Tax Increment Financing (TIF) policy on all aspects of the project.

1 

As a part of the deal signed by City Manager Edward Augustus Jr. and Pawtucket Red Sox Chairman Larry Lucchino to bring the Triple-A affiliate of the Boston Red Sox

Community Development Agreements are contracts signed by community groups and developers requiring the developer to adhere to certain conditions. The Worcester Labor Coalition is asking for responsible contracting, environmental protection, local jobs, hiring equity and livable wages that support the community.

The proposed development will include a 10,000-person capacity stadium estimated to cost between \$86 and \$90 million; a 150-room hotel; a 100-room boutique hotel overlooking the ballpark; 250 market rate apartments; and 65,000 square feet of retail and restaurant space; as well as the complete reconstruction of the notorious Kelley Square intersection.

Several members of the public asked the city and developers to focus on hiring underrepresented groups, including people of color, women and those living in poverty.


Worcester Mayor Joseph Petty said the development would create about 500 permanent jobs and 2,000 construction and temporary jobs in the city.

Several residents from the Green Island Neighborhood brought up the flooding that happens in the area during heavy rains, asking the developers and city officials to work to mitigate the issue.

Robert Baumann, an economics professor at the College of the Holy Cross, was among several people who raised concerns about the financial aspect of the deal.

He questioned what will happen to the ballpark in the second and third decades after it's built.

"This is not the worst stadium deal that I've seen, even though on its surface, this is something I'd usually oppose," he said, adding, "When these deals tend to fall apart, they do tend to fall apart in years 10 and 20."

Baumann also asked the city to release its financial model -- ¹  or pro forma - in its entirety so residents can take a closer look at the finances.

"We just owe you this great debt of thanks, I just want to thank you all because the energy in this room is symbolic of the energy we have felt since all of us first started coming to Worcester, and it was pivotal for me," he said. "The energy that you are emitting, the kindness that we have felt, the love that has been showered on us is really the story."

The council's Economic Development Committee is set to hold a second public hearing Sept. 5 at 5:30 p.m. in City Hall.

No date for an official council vote to approve the deal has been set. Even after the public hearings, any city councilor can hold the agenda item once it is back before the City Council.

The City Council vote is not the only approval needed for the deal to become official.

Minor League Baseball and the International League -- a Minor League Baseball league that operates in the eastern United States -- both have to approve the deal as well.

Most at Worcester ballpark development hearing say it could boost city

By Steven H. Foskett Jr.

Telegram & Gazette Staff

Posted Aug 28, 2018 at 10:48 PM

Updated Aug 29, 2018 at 8:34 AM

WORCESTER - City officials are confident that luring the Pawtucket Red Sox away from Rhode Island will be an economic boon for the city, but many speakers at a public hearing Tuesday night said the \$240 million deal - if done the right way - could also help address lingering issues in the Green Island neighborhood and the city at large.

The City Council's Standing Committee on Economic Development left the confines of City Hall for the White Room at Crompton Collective, just a short walk from the proposed redevelopment of an area along Madison Street that will include a 10,000-seat stadium for the top Red Sox minor league affiliate and a phased \$90 million mixed-use development planned by Madison Downtown Holdings.

BASEBALL IN WORCESTER: FULL COVERAGE OF CITY'S NEW TEAM

Some at the hearing remained skeptical that the city will reap much benefit from the deal, and others questioned whether the construction and development will include often-overlooked communities.

But Dr. Charles Steinberg, president of the Pawtucket Red Sox, called the city's effort to bring the team north a "story of the human spirit."

He said that along with PawSox chairman Larry Lucchino - in attendance but silent - and longtime collaborator Janet Marie Smith, the group has used "the power of ballparks" to enhance cities, citing their work on bringing Camden Yards to Baltimore and Petco Field to San Diego. Those projects lifted the self-esteem of those cities, but he said his organization also means business. He said

the team will bring business to the community. The jobs that will come with the development will have spinoff effects that will spread throughout the community, he said.

Robert Baumann, an economics professor at the College of the Holy Cross, reiterated to the committee his vocal skepticism of the deal and of stadium deals in general. He said the team will likely be buoyed by community support in its initial years, but said his concern is what happens in the second and third decades of the 30-year deal. He said historically, that's when support wanes.

"They tend to fall apart after 10 to 20 years," he said.

Members of the Worcester Community-Labor Coalition made a strong showing at the meeting, repeatedly urging the city to adopt a community benefit agreement and enforcement of the city's tax-increment financing policy. Several union officials and local community organizations extended a warm welcome to the team, but stressed the importance of local hiring preferences, using union labor, and including marginalized communities in the decision-making process.

Susan Mailman, president of Coghlin Electric, noted that the city spent a lot of money on Worcester Technical High School; she said the PawSox project could provide apprenticeships for young people starting out in the trades. The city should invest in its workforce by guaranteeing quality construction jobs and permanent jobs for local residents.

"It's time to bring these jobs back home," Ms. Mailman said.

Shahbazz Soofi, founder of the WooRides pedicab service and a member of Cooperation Worcester and the Community-Labor Coalition, urged the city to consider including "superblock" design that limits vehicular traffic in favor of increased pedestrian and bike access. He said the development should also consider giving access to storefront space to budding entrepreneurs from indigenous communities and communities of color.

And he said the recently demolished Worcide DIY skatepark should be afforded space in the new layout, along with a bike park for youth cyclists to have a safe space to ride.

State Rep. Mary Keefe said the Green Island neighborhood long ago lost its schools, noting that kids living there are bused to schools outside the neighborhood. Maybe discussion about bring a school back to the neighborhood could be entertained, Ms. Keefe said.

Other residents and local advocates highlighted the environmental justice of ridding the neighborhood of 18 acres of brownfields at the former Wyman-Gordon plant, and stalwart Green Island booster Lorraine Laurie said she hopes the infrastructure improvements associated with the project can once and for all address flooding issues in one of the city's lowest elevations. A bank, a pharmacy and a supermarket would also be welcome.

Several speakers touched on the possibility of economic spinoff beyond the Canal District's borders. Andrew Zimbalist, an economics professor at Smith College who worked as a consultant for the city on the PawSox deal, addressed criticisms that have bubbled up in recent days about whether the pact is economically viable. He said he tried to be conservative when putting together projections - projections that have the city realizing a consistent surplus that at the end of the 30-year deal could amount to \$14.2 million.

He said his numbers don't factor in estimates about economic spinoff, but noted that people will be coming from out of town spending money in the city. And many of them will be eating and staying outside the stadium district.

He also said his estimates don't factor in the estimated revenues from the second phase of the Madison Downtown Holdings development. Responding to Mr. Baumann's criticism that these types of stadium deals don't typically pan out, Mr. Zimbalist said the PawSox deal is truly different, incorporating the establishment of an entire development district that includes the stadium.

He said the issue has been raised that there's no guarantee in the deal that the affiliation of the team will always be with the Boston Red Sox, but said the letter of intent presented when the deal was announced contains an "absolute commitment" for the team to remain for at least 15 years. If the team chooses to opt out at that point, there are steep payments the team will have to make to the city. There is risk, but it's diminutive, Mr. Zimbalist said.

Concerns over parking and traffic in the area were raised; a redesign of Kelley Square is in the works. Mayor Joseph M. Petty said something needs to be done with the quirky series of intersections that will lead to the new stadium.

Critics of the PawSox deal have said the city is taking on a lot of financial risk - the city will be borrowing an estimated \$100 million over the course of the 30-year deal, while the team will kick in around \$34 million and cover cost overruns - when it should be focusing its priorities in other areas, like schools.

But City Manager Edward M. Augustus said Tuesday night that's a false choice - he said he was careful as the deal was being hammered out to ensure that resources weren't being diverted from city services to fund the deal. Big cities can do more than one thing at a time, he said, noting that officials just participated this week in the groundbreaking for a new South High Community School and a new Doherty Memorial High School is in the pipeline.

Tuesday was the first of two scheduled public hearings on the deal. The next will be in the Levi Lincoln chamber of City Hall at 5:30 p.m. Sept. 5. Candy Mero-Carlson, chair of the Economic Development Committee, said the intent Tuesday was to further educate the public on what's happening with the deal. She said she hopes to have answers to a lot of the questions raised Tuesday at the next hearing.

Developer to realize dream for former Wyman-Gordon site

By Lisa Eckelbecker

Telegram & Gazette Staff

Posted Sep 8, 2018 at 7:00 PM

Updated Sep 8, 2018 at 10:11 PM

WORCESTER – Long before the Pawtucket Red Sox decided to relocate to Worcester, Boston developer Denis Dowdle saw promise in the site now slated to become the team’s new home.

It was, he said, the last big development site near the city’s downtown, a 17-acre swath of former industrial land waiting for a makeover as new apartments, hotel rooms and restaurants went up nearby.

“My thinking is that if you have the last big development site, the next big thing will happen on that site,” Mr. Dowdle said.

Now Mr. Dowdle, whose business is Madison Properties, is in line to make that change occur. He has a purchase and sale agreement to buy the former Wyman-Gordon property for an undisclosed price from a business that is part of investor Warren Buffett’s empire, and Mr. Dowdle has signed a separate letter of intent with the city to develop two hotels, 250 apartments and about 65,000 square feet of retail space on the land.

His development will go up alongside Polar Park, a new 10,000-seat city baseball stadium to be built by Worcester as the next home of the Pawtucket Red Sox, a minor league baseball team affiliated with the Boston Red Sox.

Plans call for Mr. Dowdle to spend about \$90 million for what’s being called Phase 1 of his development. Worcester would borrow \$100.8 million to finance and build the stadium, according to the city. Massachusetts would kick in another \$35 million to build a parking garage and improve the messy intersection at Kelley Square.

It's an interlocking plan that depends heavily on Mr. Dowdle for success, as his ventures will generate property tax revenues the city will use to pay off debt on the stadium.

And he'll have to move fast. If not for the PawSox, Mr. Dowdle said, he might have taken 10 to 15 years to develop the site. Instead, he's aiming to get as much open as possible by the time the PawSox arrive for their 2021 season.

"It's density, it's speed, it's Kelley Square being fixed, it's a more robust development program," he said.

Some people who've seen Mr. Dowdle operate, notably on the redevelopment of a former steel plant into a shopping plaza off Route 146, say he's suited to the task.

"The most important assets that he brings to the table is he's very smart, he's very creative, he's got a great reputation, he's very well capitalized," said James G. Umphrey, principal in the Worcester-based commercial real estate firm Kelleher & Sadowsky Associates Inc.

Mr. Dowdle started Madison Properties, his development business, in 2002. He outsources most everything, he said, assembling architects and engineers for each project and community. He also likes to purchase properties and develop them at his own pace.

"My calculus is very high-level," Mr. Dowdle said. "Find well-located pieces of real estate and be able to develop them over time, and if you don't develop them quickly, that's not the end of the world. I'm not going out and overleveraging something, hoping I can get something built quickly or something permitted quickly."

That played out in Boston's Seaport District with a sausage-shaped parcel that Madison Properties bought in 2006 for \$5.6 million. The developer first proposed a hotel. Then, after the nation's recession struck, Madison Properties shifted gears and sought to build apartments, instead.

Boston officials approved the change in 2013. But Madison Properties never launched construction. It sold the parcel in 2016 for \$36 million to Miami group Crescent Heights America, which is now building the complex.

“When we first conceived it, we would have been one of the first residential buildings in the seaport, and by the time we got through, you know, the Mayor Menino gantlet, we would have been one of the last ones,” Mr. Dowdle said, referring to the late Boston mayor Thomas Menino. “So we were approached by a group out of Miami who was trying to get a foothold in, so we sold them the building with the plans and everything.”

Madison Properties has tapped Bank of New England, life insurance companies, pension funds and operating partners to finance developments, according to Mr. Dowdle. In Woburn, where Madison Properties is remaking an 11-acre parcel once owned by W.R. Grace and made famous in the book “A Civil Action,” the developer has partnered with hotel company Concord Hospitality Enterprises in a \$53 million deal to build a 235-room hotel.

“What we typically like to do is wring as much risk out of a project as possible and then make the decision, do we want to bring in a joint venture partner? Do we want to do it ourselves?” Mr. Dowdle said.

In Worcester, Madison Properties and Mr. Dowdle are best known for redeveloping Worcester Crossing, a 43-acre parcel once home to a U.S. Steel wire plant. Madison Properties acquired the site in 2004 and brought a Walmart store, a Sam’s Club warehouse, an Olive Garden restaurant and smaller retailers to the site. The Sam’s Club has since closed.

John A. Shea, who was chairman of the Worcester Planning Board during the development of Worcester Crossing, said Mr. Dowdle spent time in Worcester, listened to concerns, responded and did not take shortcuts.

“The engineering was done well, it didn’t cut corners and didn’t try to pull the wool over the planning board and the planning office’s eyes,” said Mr. Shea, who is a partner at the law firm Mirick O’Connell.

Mr. Dowdle said he feels confident Madison Properties can meet the deadlines built into the PawSox project. A second phase of development in future years is less well-defined but could do more to the site, he said.

“I’m pleasantly surprised by the amount of phone calls I’ve gotten where people are saying, ‘We’d love to have office space down around there.’” Mr. Dowdle said.

Revitalization plan puts Main Street corridor properties in crosshairs

By Elaine Thompson

Telegram & Gazette Staff

Posted Mar 29, 2018 at 12:01 AM

Updated Mar 29, 2018 at 6:02 PM

WORCESTER – After another award-winning show at The Hanover Theatre for the Performing Arts, a large crowd spills out into Carroll Plaza in Federal Square, where music from a jazz trio beckons many to sit under the stars and enjoy dinner.

Some people walk across the plaza to listen to uplifting poetry readings by college students or to go dancing in the building that once housed the Small Business Service Bureau. Others might check out the latest work by local artists on display at 526 Main St., the building where a pawn shop once operated.

The city's thriving Theatre District is aglow. Shiny gold stars bearing the names of local people are inlaid in smooth new sidewalks like the Hollywood Walk of Fame. Large glittering banners span Main Street at both ends of the district, clearly identifying one of the most popular destinations in the region.

That's the vision that 84-year-old Francis "Frank" R. Carroll, a longtime businessman and philanthropist who is the namesake of the plaza, and others have for the area of Main Street that's been renamed the Theatre District.

The vision is also part of the city's ambitious 20-year, \$90 million-plus Urban Revitalization Plan that's underway. The revitalization area includes approximately 118 parcels and 380 commercial properties and residential condo units, and stretches across 118.4 acres from Main Street at Pearl and Mechanic streets to Lamartine Street and Quinsigamond Avenue. City officials have strategically selected about two dozen "underutilized" or "neglected" properties for redevelopment, either by current owners or through acquisition or transfer.

The revitalization plan also includes an \$11 million project to revamp the street itself from near Lincoln Square to Chandler and Madison streets. Officials said the project will beautify Main Street and make it safer and pedestrian friendly. The project includes new sidewalks, lighting, a dedicated bicycle lane and public art. The city added \$1.5 million to expand and enhance Carroll Plaza.

Several properties in the Theatre District have been identified for redevelopment. The former Money Stop at 526 Main St. was acquired by MassDevelopment and the agency is expected to award a bid for the building next month. The former Metro PCS building at 517 Main St. was recently sold to a developer who plans to renovate the property. And the building at 521 Main St., which houses the Great Wall restaurant, is currently undergoing renovations.

But the biggest property in the crosshairs of the Downtown Urban Revitalization Plan might be the Midtown Mall. Since the owner appears reluctant to make any significant investment in the property, it could be taken by eminent domain.

The city wants the Midtown Mall, situated at 22 Front St., and the adjoining 12 Front St., both owned by Dean and Judith Marcus, rehabilitated.

City Manager Edward M. Augustus Jr. said Mr. Marcus has demonstrated that he is not willing to do anything to his property, except the absolute minimum. Instead, he is letting the work of other property owners raise the value of his property, Mr. Augustus said.

"It's beyond frustrating, not only for city government, but others who are investing in their properties to bring up the area," Mr. Augustus said of Mr. Marcus' apparent failure to comply with the plan for the property, which sits across from City Hall. "Eminent domain is very much on the table. It's a last resort, but for someone who has demonstrated such an unwillingness to work with anybody, I would say he is the top candidate for eminent domain."

As an example, Mr. Augustus said the façade was coming away from the building on the Mechanics Street side, causing a safety hazard. Mr. Marcus invested in repairs after being ordered to do so by Inspectional Services.

Mr. Augustus said Mr. Marcus has been offered very fair prices for his property by others, but for whatever reason he has not sold. Mr. Marcus recently told a reporter that he does “not have a deposit or active offer from anyone.” Over the course of three weeks, he declined to respond on the record to comments by Mr. Augustus and others.

The revitalization plan — developed by the Worcester Redevelopment Authority, in conjunction with a consultant and public input — proposes using strategic public investments to build on the 2012 Theatre District Master Plan and the current momentum of revitalization that is going on downtown, particularly with new businesses, apartments, restaurants and office space in CitySquare, Mercantile Center and The Grid District.

The goal, detailed in the 145-page plan, is to capitalize on the city’s unique location and characteristics to transform what was a “decadent and blighted” downtown into an active, mixed-use, vibrant 18-hour community that attracts business, residents and visitors. Main, Federal and Front streets will tie the area together to make it a walkable, inviting activity center.

Mr. Augustus said the plan is to make Main Street a destination and discourage people from using it as a cut-through through to get to other locations. He sees the corridor becoming more like Newbury Street, Boston’s popular retail and tourist destination, where people park their cars off the street and walk to dining, retail, entertainment and cultural establishments.

“You need feet on the street, not people driving by,” he explained. “The vision is someone can go to, perhaps the Hanover (Theatre), and walk to the Deadhorse (Hill restaurant, 281 Main St.), or The Grid District and not think twice about safety or aesthetics perspectives. We want the connectivity that Main Street should be able to provide by making it much more aesthetically pleasing.”

Phase I (5 years)

Many of the projects the three-phased plan in the Theatre District, the Grid District and along Main Street are already underway. The plan was launched after it was approved by the state Department of Housing and Community Development.

Michael E. Traynor, the city’s chief development officer and chief executive officer of the Worcester Regional Authority, said some of the approximately two dozen properties identified as underutilized or substandard that the city wants rehabilitated or demolished and replaced have had vacant upper floors for 20 years or more.

“These are the owners we need to see bringing their properties into active use. These are the ones we want to nudge and say, ‘We need someone to invest in these,’” Mr. Traynor said during an interview in his office with Inspectional Services Commissioner John R. Kelly. “So far, we’ve got a lot of movement already.”

Rehabilitation of the former Metro PCS building on Main Street will be underway soon. The dilapidated four-story building was purchased earlier this month for \$450,000 by a developer that has spent millions to update and rebrand apartment buildings on Franklin Street and at the Park Plaza at 507 Main St. as The Grid District. The latest acquisition will become part of that unique district. The first floor will be retail space and the upper floors will be residential units.

Joseph E. Donovan, vice president of MG2 LLC, is manager of Five Seventeen Main LLC, which bought 517 Main St. Last year, the developer demolished the old Paris Cinema on Franklin Street – another targeted property – and is constructing an outdoor beer garden that is scheduled to open in June. A comedy club and two restaurants are going in next door at the former Bancroft Building, known as Bancroft on the Grid.

Renovations are also underway at 521 Main St., the building next door to the former Metro PCS building. Owner Mindy Jiang said once the electrical work is completed she plans to re-open the Great Wall restaurant this summer. City officials said the owner has also indicated that she plans to turn the second floor into office space and the top two floors into apartments. Like the former Metro PCS building, all the upper floors of 521 Main St. have been vacant for years.

The 27,000-square-foot Money Stop pawn shop building at 526-538 Main St. was purchased by MassDevelopment last year for \$800,000. The state agency is expected to award a bid for the property in April. One of the bidders is Bo Menkiti, a 40-year-old accomplished urban developer in the Washington, D.C., area. His father, Ifeanyi A. Menkiti of Somerville purchased the former Performing Arts Center building around the corner at 6 Chatham St. and the former Shack's Men's Clothing store building on Main Street.

John Rinaldo, owner of the Muse Bar & Kitchen, is still in a small area at 536 Main St. He is hoping that the new owner will honor the remaining 12 years on his 15-year lease for the space that he said he invested significant money to renovate.

Since the pawn shop left Main Street, he said, the environment outside his business has changed for the better.

“I don't see hand-to-hand drug deals like I used to,” he said. “People would go in and pawn stuff and come out and buy drugs, probably on a daily basis.”

Mr. Carroll, who has been through two previous urban renewal projects, is such a strong supporter of the revitalization plan and what's happening in downtown that he has put 554 Main St., the 76,700-square-foot building where he has operated his businesses for 46 years, on the market. He will move his impressive Presidential Museum and other businesses around the corner to 48 Austin St., a building he has owned for more than 12 years.

Mr. Carroll said he hopes to sell the partially vacant, expansive and well-maintained property to a developer who will complete a mixed-use project that ties into the city's plans for the Theatre District.

There are a couple of targeted properties where owners are not working with the city and could end up being taken by eminent domain. Mr. Traynor, the city's chief development officer, said no eminent domain takings have been initiated. City officials said they will use the eminent domain process only as a last resort.

The dilapidated former Olympia Theater at 17 Pleasant St., not far from Main Street, is one of the buildings targeted for demolition. City officials said a developer made an inquiry to buy the building about a year ago but the owner – Louis A. Rizzo Trustee, or Richard M. Rizzo of Framingham - would not include the street-level retail units, so that inquiry went no further. Mr. Rizzo is the former owner of the old Money Stop pawn shop building on Main Street. He could not be reached for a comment.

Property assessments

Mr. Marcus and other commercial property owners have complained about skyrocketing taxes after the city revamped the way properties are assessed. Because of the split rate, commercial owners pay a higher rate than home owners, \$34.03 per \$1,000 of valuation compared with \$18.91 per \$1,000 of valuation.

The assessed value of the Midtown Mall has jumped from \$900,000 in fiscal 2010, to more than \$2.4 million in fiscal 2018, according to the assessor's office. Mr. Marcus' property next door at 12 Front St. was assessed at \$869,400 in 2010 and is now assessed at \$2.97 million. Mr. Marcus' appealed his fiscal 2016 assessment of \$2.49 million on the mall to the state Appellate Tax Board. Taxes came to close to \$85,000. The agency determined that the assessment should have been \$1.4 million, \$1 million less than the city's assessment. He has an appeal pending for the fiscal 2017 assessments for both 12 and 22 Front.

Mr. Augustus said the city hears a lot from people who feel the assessments are aggressive, particularly owners of older commercial properties. He said the city corrected the way assessments were being done.

"I think there was a shock to folks - the formalized, consistent process brought to, particularly commercial values in the city," the city manager said. Alleged unfair assessments "run counter to the amount of investment we're seeing in the city of Worcester. "And, look at the city's batting average before the Appellate Tax Board. Most (of the city's assessments) have been upheld."

Mr. Augustus, a city native who formerly served in the state Legislature, said this revitalization plan is different from previous urban renewal projects in that it's more of a strategic approach. The properties in the urban revitalization area are specifically selected to

complement the development that's already underway. Previous revitalization efforts, such as the ones that created the Galleria Mall and Medical Center, involved assembling multiple parcels, demolishing buildings and creating one big mega project.

Mr. Augustus said he is committed to the success of the revitalization plan because he thinks this really is what the city needs. Great cities have both great neighborhoods and great downtowns, he pointed out. Worcester, he said, has great neighborhoods. But the downtown for a long time has been the city's Achilles' heel.

"This is not our forefathers' urban revitalization plan. It's a much more scalpel approach to bringing downtown back to its fullest potential," the city manager explained. "We're at a stage in economic development in Worcester where we've gotten away from the big silver bullets: 'If we do this big project (such as the Galleria Mall, Medical City, etc.) the city will turn around'. We're now doing building by building, street by street, sometimes floor by floor with really focused attention on creating that density in the downtown area that is key in bringing things back and we're starting to see some progress along those lines."

Thomas White, professor of economics at Assumption College, said he does not know the specific policies being pursued but, in general, agrees with Mr. Augustus.

"Cities that thrive are often centers of innovation, which higher density encourages," he continued. "Unfortunately, there is no sure-fire plan to increase density and innovation. However, pursuing several complementary initiatives is probably a sound approach."

Main Street vacancy rate

Commercial real estate attorney Mark L. Donahue, an owner of the Worcester law firm Fletcher Tilton at 370 Main St., said he likes the revitalization that he sees happening.

"I've been in Worcester for 32 years and I've never been more excited," he said from the firm's downtown, 12th floor conference room with two walls of glass that offer a spectacular view of the city.

Mr. Donahue has represented several commercial real estate owners, including the Worcester Business Development Corp., which has been involved in the reuse of several buildings on Main Street. He noted that renovations are scheduled to begin this year on one of the Krock family's buildings at 332 Main Street, the Central Building, where WBDC served as a key consultant. The plan calls for 55 residential units - 50 of which will have some affordability restrictions - on the upper floors and commercial space on the street level.

According to the Worcester Regional Chamber of Commerce, the current vacancy rate for the 54 commercial/office properties on Main Street, from Highland Street to Chandler Street, is 7.6 percent, one of the lowest in the past 10 years. The vacancy rate was as high as

15 percent in 2008, during the recession, when the average rental rate was \$15.59 per square foot. The current rental rate is \$19.34 per square foot.

Main Street vacancy rates : Sheet1				
Main Street commercial vacancy rates				
Rates for 54 properties on Main Street from Highland to Chandler Streets consisting of 2,514,635 sq. ft. of space, 2008-2018				
Period		Total vacant space (sq. ft.)	Vacancy rate	Average rent (per sq. ft.)
2008	1Q	377,369	15.00%	\$15.59
2008	2Q	366,569	14.60%	\$15.59
2008	3Q	359,267	14.30%	\$15.74
2008	4Q	350,647	13.90%	\$15.44
2009	1Q	331,227	13.20%	\$15.59
2009	2Q	306,517	12.20%	\$15.85
2009	3Q	299,217	11.90%	\$16.05
2009	4Q	304,474	12.10%	\$15.83
2010	1Q	316,651	12.60%	\$15.80
2010	2Q	315,465	12.50%	\$15.75
2010	3Q	307,506	12.20%	\$15.81
2010	4Q	303,452	12.10%	\$15.69
2011	1Q	316,995	12.60%	\$15.68
2011	2Q	335,827	13.40%	\$15.69
2011	3Q	320,717	12.80%	\$15.66
2011	4Q	328,067	13.00%	\$15.62
2012	1Q	327,947	13.00%	\$15.17
2012	2Q	330,853	13.20%	\$15.18
2012	3Q	342,857	13.60%	\$15.24

Sheet1 >
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“I think Main Street is now and always will be an important part of downtown. But, I think it’s hard for the city to balance and try to prioritize whether it is more important than Franklin and Portland streets ... CitySquare and the Front Street extension,” Mr. Donahue said.

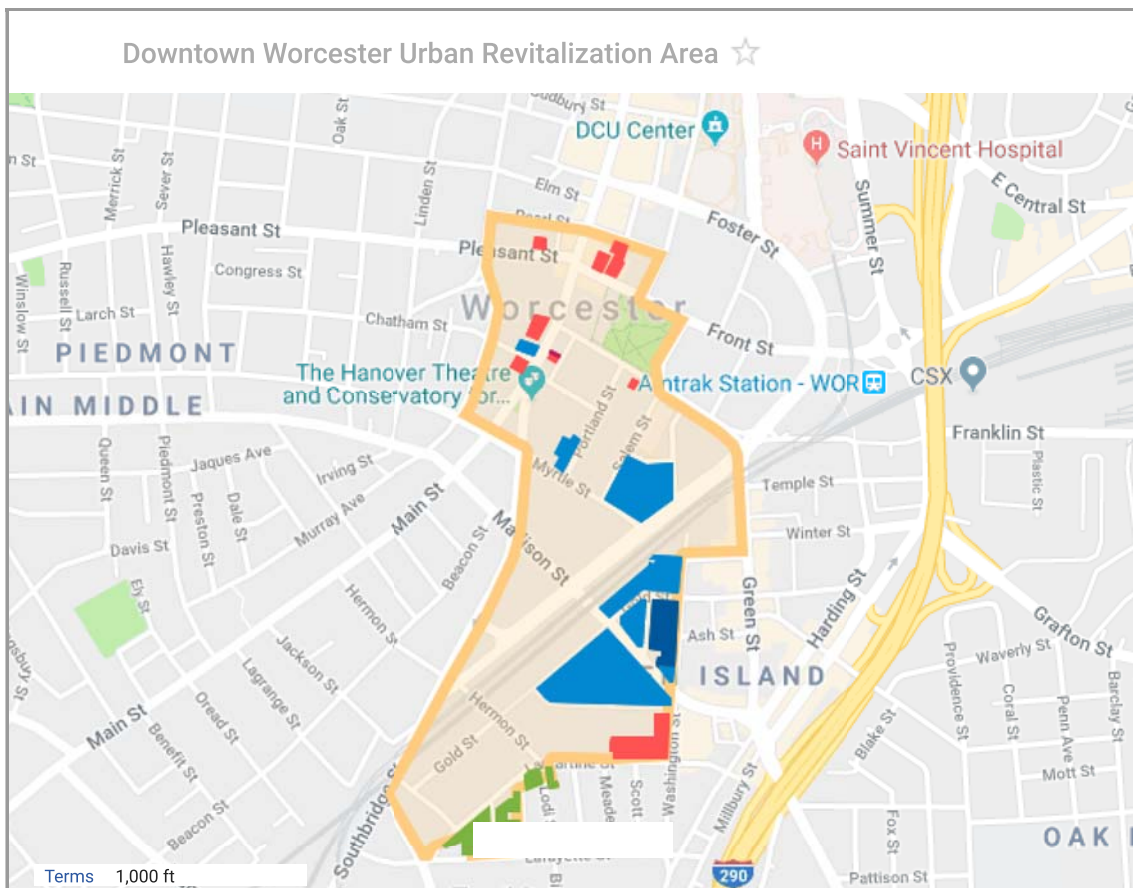
As more businesses - and people - move to the downtown area, the need for a grocery store has not been lost on city planners and developers. Last year, the city attempted to strike a deal with the owner of the historic Worcester Market building at 627 Main St. to rehabilitate it for use as a public market. However, a deal could not be worked out.

The Worcester Regional Chamber of Commerce recently suggested that some of the vacant space in Union Station be used for a supermarket. Representatives of Roseland Residential Trust said they have several stores expressing significant interest in locating a small grocery market in the new apartment/retail complex at 145 Front St. They hope to reach an agreement in the next month.

And a short walk away, in the Canal District, developer Allen W. Fletcher plans to open the Worcester Public Market in his 70,000-square-foot, four-story building project in Kelley Square. Mr. Fletcher plans to break ground May 1 on the building, which will have 48 market rate residential units on the upper floors. Approximately 18,000 square feet on the bottom floor will be a marketplace with multiple vendors and a food court.

Plan does not excite everyone

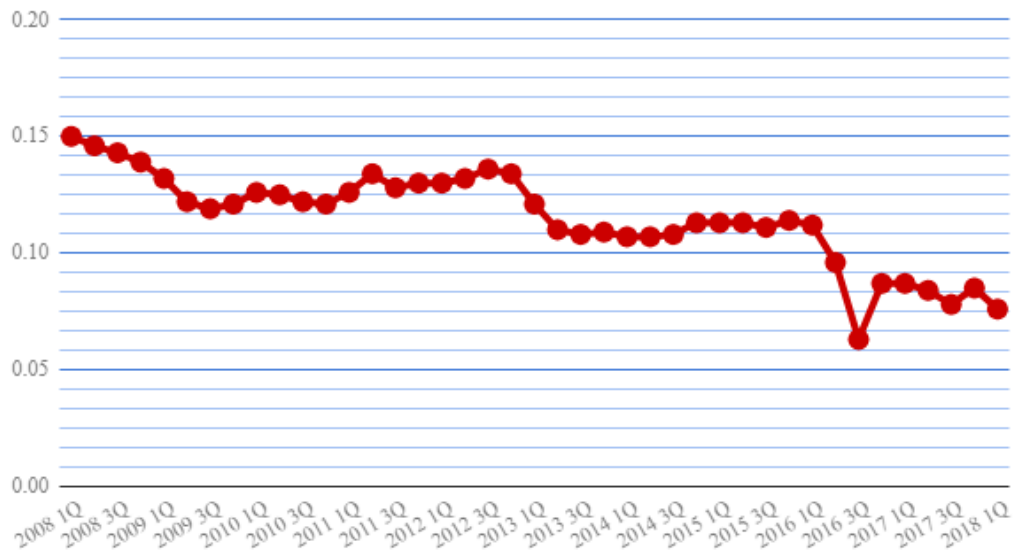
Not everyone is optimistic or enthusiastic about the city's Urban Revitalization Plan. Bruce Swirsky, 74, whose family operated the former Sylvia's Dress Shop downtown for nearly 80 years until it closed in 2009, said downtown will never be what it was several decades ago, before the Worcester Galleria Mall was built.



"They have big plans. I gather there are going to be investments coming in. I just can't see retail ... people walking the streets in Worcester like in the old days," Mr. Swirsky said.

He said at one time, Worcester had half a dozen theaters, and as many as 200 downtown retailers, including Denholm's, WT Grants, Woolworths, Sears and Roebuck, Marcus Clothing and Shacks.

Main Street commercial vacancy rate



Mr. Swirsky, who said Sylvia's had at least 500 customers each week, said the Worcester Galleria Mall killed downtown.

Timothy P. Murray, president and CEO of the Worcester Regional Chamber of Commerce, would be the first to agree with Mr. Swirsky about the ill-effects of the former mall. The former mayor argued in 2003 that the mall be demolished and Front Street reconnected.

"It's fair to say it (building the mall) was a planning mistake. The good news is we've been able to substantially fix that mistake with the CitySquare project," Mr. Murray said recently.

But, he adamantly disagrees with Mr. Swirsky's take on what is happening now.

"Nay-sayers are going to say what they're going to say. You can't control that," he said. "But, conjunctive people and people proven to be successful investors are seeing a city on the move ... on the rise and putting their money where their mouth is and wanting to be a part of it."

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Moody's gives ballpark bonds high-quality rating

By Michael P. Norton
State House News Service

The credit rating agency Moody's Investors Service has assigned a high quality rating to \$27.5 million in bonds the city of Worcester plans to issue to pay for costs associated with a new city-owned baseball park for the AAA affiliate of the Boston Red Sox.

The Pawtucket Red Sox have agreed to lease the Worcester ballpark and begin playing there in 2021.

Construction of the stadium, to be called Polar Park, is scheduled to begin in July 2019 and completed by March 2021.

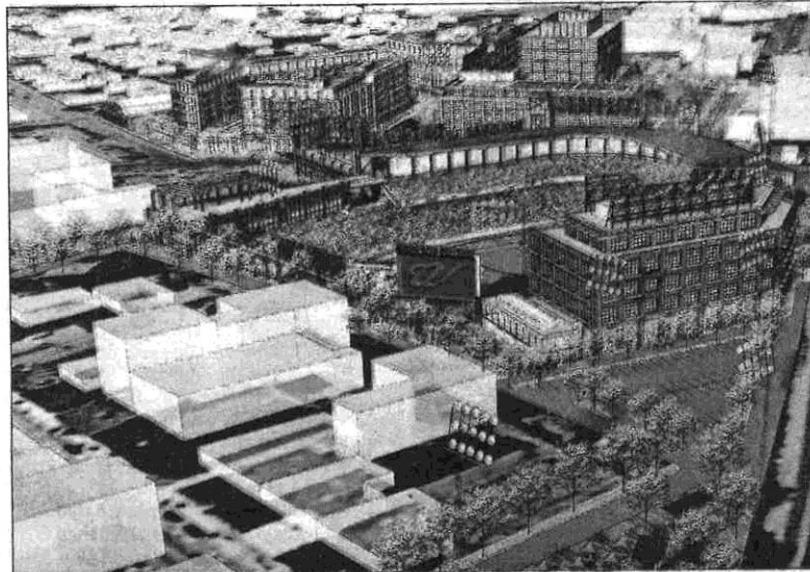
The \$27.5 million bond sale, according to Moody's, is the first installment of a \$100.8 million bond issuance to finance the ballpark, and part of the \$240 million redevelopment effort in Worcester.

"We project the new ballpark and other capital funding will increase Worcester's already large amount of debt outstanding by an average of 6 percent annually over the next three years. The increase, however, comes as the city's economy and tax base continue to grow — factors that contributed to the Red Sox affiliate's decision to move to Worcester from Rhode Island," Moody's senior analyst Nick Lehman said in a statement.

"Assuming tax base growth continues at or near the current rate, the city's leverage will remain manageable and the ballpark issuance will not strain its credit profile."

The Aa3 rating affirmed to the bonds is Moody's fourth-highest rating, and ratings at this level are considered high quality and subject to very low credit risk.

Moody's said maintaining a strong economy and continued tax base growth will help keep city debt manageable, and concluded the ballpark borrowing adds risks to the city's credit profile, "including a diminished capacity to issue



WORCESTER - Artist renderings of the future Polar Park. [T&G STAFF/ASHLEY GREEN]

Second Kelley Square meeting tonight

By Brian Lee
Telegram & Gazette Staff

WORCESTER — A second public meeting about improvements to Kelley Square is set for 6 p.m. this evening in the Crompton Collective White Room, 138 Green St.

More than 100 people attended the first meeting Oct. 10.

The state Department of Transportation and city of

debt for other infrastructure projects and potential need to divert general fund revenues to repay debt."

Despite the city's high debt burden, Moody's said, the issuance of ballpark bonds is unlikely to affect credit quality. Moody's reported debt totaling \$754 million, representing 5.7 percent of the tax base.

But strong fiscal

Worcester are developing the project with the intention of improving safety of motorists, bicyclists and pedestrians.

Kelley Square, an iconic and chaotic intersection, is targeted for an upgrade in anticipation of the development nearby of a 10,000-seat minor league baseball stadium, hotels and apartments.

The Pawtucket Red Sox are slated to move to the city by 2021.

management and capital planning ease the potential strain.

Moody's said Worcester has a track record of success in financing infrastructure, citing CitySquare and the DCU Center development projects.

"A history of favorable economic development projects points to success with the ballpark venture, but there are inherent risks to public

financing of sport venues," according to the Moody's report.

City Manager Edward M. Augustus Jr. has recommended the creation of 28.6-acre district adjacent to the proposed ballpark in the Kelley Square area, where the incremental increase in tax revenues generated by private development there will be used to finance the construction of the 10,000-seat minor league stadium.

The report noted that Worcester projects revenues from the ballpark district at 1.1 to 1.4 times the annual debt service coverage, but "the borrowing adds risk to the city's credit profile over the 30-year life of the bonds, including a diminished capacity to issue debt for other infrastructure projects and potential need to divert general fund revenues to repay debt."

The debt issuance, planned for Oct. 31, will boost the city's outstanding debt by an average of 6 percent annually over the next three years, Moody's said.

Telegram & Gazette staff contributed to this report

Attachment D URP Amendment 1 Project Information

- Ballpark Project Fast Facts, City of Worcester
- Worcester City Council Package
 - Letter of Intent, Worcester Ballpark
 - Letter of Intent/Expression of Objectives, Green Island Redevelopment Project



BALLPARK PROJECT FAST FACTS

The City of Worcester, the Pawtucket Red Sox, the Triple-A affiliate of the Boston Red Sox, Madison Downtown Holdings, LLC, and the Commonwealth of Massachusetts have agreed to partner on a large-scale redevelopment project in Worcester's Canal District that includes the building of an innovative ballpark and the relocation of the Boston Red Sox Triple-A affiliate.

Under a Letter of Intent (LOI) between the City and the Ballclub, the parties will design and construct a new, multi-purpose, publicly owned, state of the art, Triple-A ballpark in Worcester's Canal District. The ballpark will have a capacity of approximately 10,000. Ballpark construction is slated to begin in July 2019 and is anticipated to open for the start of the 2021 MiLB season.

Under a LOI between the City and Madison Downtown Holdings, LLC, the developer has agreed to a two phase development project. Phase 1 of the construction will include \$90M in private development for 225 market rate apartments, a 150-room hotel, a second boutique hotel will consist of approximately 100 to 110 rooms overlooking the ballpark and 65,000 SF of retail/restaurants by January 1, 2021. Phase 2 is projected to include 200,000 SF of residential, office and/or mixed use development.

The Commonwealth of Massachusetts will commit \$35M over the next 2-3 years, which will support new market rate housing through the Housing Development Incentive Program (HDIP) and leverage MassWorks for the construction of a new 350-500 space parking garage that supports all of the investment happening in the Canal District. In addition, MassDOT is working with the City to improve the transportation infrastructure in the area such as redesigning and reconstructing Kelley Square for the benefit of all Worcester residents.

The project is premised on the concept that the development will be self-supporting. **No existing city tax revenue will be used to fund the ballpark project.** The City will create a District Improvement Financing (DIF) District that encompasses the ballpark parcel and surrounding redevelopment. New taxes and other revenues sources generated within the DIF District will be used to pay for the ballpark. The development costs and revenue streams identified are interconnected and codependent.

Location Details

The ballpark parcel will be located on a 6 acre parcel on the northern portion of the former site of the Wyman-Gordon property known as WG North. The triangular parcel is surrounded by Madison St. to the south, the CSX railroad to the west, Washington St. and Summit St. to the east and a northern terminus at the city-owned Pickett Municipal parking lot on Green St.



The majority of the Madison Downtown Holding, LLC development will be located on the southern portion of the former Wyman-Gordon site known at WG South. The largely vacant parcel is south of Madison St. and abuts Lamartine St. to the south, Washington St. to the east and the CSX railroad to the west.

This redevelopment project of the former Wyman-Gordon industrial site will reactivate a property that has stood empty for years into an active mixed use development. The site has been extensively studied and significant remediation has previously taken place. The conditions at the Wyman Gordon site are manageable utilizing cost effective DEP approved practices. Similar conditions were addressed in other recent development in the Canal District. We are very confident that the conditions will not impede development.

Ballpark Details

- The ballpark has not yet been designed but is expected to accommodate approximately 10,000 patrons and include meeting rooms, restaurants, a pedestrian promenade, retail locations, suites, party rooms, and family-friendly activities.
- The ballpark will be designed to meet the player development needs of the Boston Red Sox.
- The ballpark will be designed with a vision to create a state-of-the art, technologically sophisticated, and entertaining ballpark.
- The ballpark design will be overseen by Larry Lucchino and Janet Marie Smith who are the foremost leaders in ballpark design in the country. They are responsible for the return of ballparks to urban environments after years of suburban relocation in the 60s, 70s, and 80s. Their resumes include overseeing the construction of Oriole Park at Camden Yards in Baltimore, Petco Park in San Diego and the renovations to Fenway Park in Boston.
- The facility will host at least 125 events per year with the goal to activate the space 365-days per year, including baseball games (68), large scale events/concerts, road races, collegiate/high school sporting events, fireworks, and other community events.
- The ballpark will be designed to incorporate the unique characteristics of the Canal District and Worcester as a whole. It will look, feel and be – Worcester.
- Areas of the ballpark will be accessible to the public year round. A full list of amenities will be determined in the design of the ballpark.

Community Benefits

- Overall, the project will create more than 500 full-time and 2,000 part-time jobs both in construction and non-construction positions related to the ballpark, the hotels, apartments, retail locations and infrastructure improvements.
- The Ballclub has agreed to give hiring preference to Worcester residents, in particular women, minority and underrepresented groups.



The City of **WORCESTER**

- City can host up to 8 city revenue-generating events and 10 community-oriented days at the ballpark per year including concerts, festivals, city-sponsored baseball, sport tournaments, Little League parades and district/commonwealth championships.
- City access to conference and meeting space at ballpark for civic engagement such as the Canal District Alliance and Green Island Neighborhood Association meetings.
- The ballpark will serve as a polling location.
- Worcester K-12 school students will receive one free general admission ticket to a baseball game each season.
- The Ballclub will offer free ballpark tours to all Worcester schools and youth organizations, host "Worcester School Days" at the ballpark and permit public access to areas in the ballpark.
- Subject to design, public access to the ballpark will include the opportunity to jog or walk around the concourse, run the ballpark stairs, eat lunch overlooking the field or use exercise stations in designated fitness areas as well as public park amenities adjacent to the ballpark.
- City high school students will have the opportunity to play games at the ballpark.
- The Ballclub will make two \$25,000 donations to help fund the Recreation Worcester program; one in 2019 and one in 2020, prior to the opening of the ballpark.

Financial Details

- Total Phase 1 includes 450,000 SF of development and more than \$208.5M in development based on construction costs:
 - \$86M ballpark
 - \$32.5M infrastructure (not including additional State infrastructure investments such as Kelley Square)
 - \$40M two hotels
 - \$40M residential
 - \$10M 65,000 SF of retail
- Phase 2 Development includes plans for 200,000 SF of additional residential/office/or mixed use development, totaling 650,000 SF for the entire project. Revenues from Phase 2 are above and beyond those included in the self-supporting revenue funding the project.
- New state tax revenue for the ballpark is approximately \$2M annually, growing at 2% (not including other development):
 - Food, Beverage, Hotel/Motel Net = \$517K
 - Transit Occupancy Tax Net = \$85K
 - Income Tax, non-baseball = \$150K
 - Income Tax, baseball = \$1.2M
- The ballpark is budgeted to cost approximately \$86-\$90M including the design, construction and outfitting of the ballpark.



The City of **WORCESTER**

- City will own the ballpark with the Ballclub as anchor tenant and operator under a 30-year lease agreement.
- The Commonwealth of Massachusetts will provide \$35M in new funding including \$32.5M for infrastructure improvements including a new 350-500 space parking garage and \$2.5M through the Housing Development Incentive Program (HDIP) in support of new market rate housing.
- Additional MassDOT transportation projects in the area of the ballpark district will support the project to the benefit of all city residents, including redesigning and reconstructing Kelley Square and other street and traffic signal improvements.
- The Ballclub will be responsible for all operating costs including security, utilities as well as routine maintenance and repairs.
- The Ballclub will retain all revenues from the operation of the ballpark including but not limited to tickets (with exception of a facility fee which city will collect and accrue in a Capital Fund), concessions, liquor and pouring revenues, branding rights, premium seating, broadcast rights, and merchandise.
- Advertising revenues in the Ballpark District, with the exception of the ballpark parcel, will be shared between the City and the Ballclub, net of a 15% commission.
- No existing city tax revenue will be used to fund the ballpark project. The City will create a District Improvement Financing (DIF) District that encompasses the ballpark parcel and the WG South. New taxes and other revenue sources generated within the DIF District will be used to pay for the ballpark.

Infrastructure Details

- Separate and apart from the ballpark project, the Massachusetts Department of Transportation will fund the redesign and reconstruction of Kelley Square to improve traffic flow and safety for all users. Kelley Square is currently rated as the most dangerous intersection in the state.
- The improved infrastructure will be designed for all modes of transportation and will follow the City's Complete Streets policy. Special attention will be given to pedestrian and bike use safety.
- Both the Green Street and Madison Street underpasses will be improved to create more vibrant entry points into the Canal District.
- Streetscape improvements will include new landscaping, ornamental lighting, tunnel lighting, signage and public art.
- Multiple parking options will be available including: surface parking, parking garages, and metered parking. In addition to on-site parking, there are more than 6,000 parking spaces available within a ½ mile radius of the ballpark.



The City of **WORCESTER**

About the Worcester Red Sox

- The official business name of the organization will be “The Worcester Red Sox”. The Ballclub will also solicit input from the community on potential nicknames and other means of identity in the coming weeks and months.
- The team will play in the International League, at the Triple-A level of Minor League Baseball (MiLB). Triple-A is the closest MiLB level to Major League Baseball, with 30 Triple-A teams split between the International League and the Pacific Coast League, and each team having an affiliation with a Major League team.
- The average attendance in the Triple-A International League is 6,590. With a new ballpark and a strong fan base, Worcester is expected to be one of the top performing ballparks in per game attendance in the country.
- Professional baseball remains the most attended professional sport in the United States. In 2017, Minor League baseball topped 41 million fans, the thirteenth consecutive year above the 41 million mark.
- Ticket prices have not yet been determined, but ticket affordability has long been the bedrock of Minor League Baseball and the franchise, and they will continue that commitment in their new home.
- Fans can stay up-to-date with all announcements, promotions, and opportunities related to the new ballpark by visiting the Club’s website and signing up on their mailing list.



Pro Forma Overview

The construction of the ballpark is designed to be self-supporting. The City will request authorization to borrow \$100,840,000: \$70,620,000 in Series A general obligations bonds for the cost of the ballpark, land acquisition, culvert work, capitalized interest and borrowing costs; and \$30,220,000 in Series B general obligation bonds, which will be covered by the Club's annual rent payment. Additionally, the Club will make a \$6,000,000 equity contribution toward the construction/equipping of the ballpark. The City will create a District Improvement Financing (DIF) area around the ballpark to capture new revenue created by the project. New revenue within the boundaries of the DIF will be used to pay back the bond. The bonds will be paid back over 30 years.

For example, the City's Pro Forma calculates the following new revenue for year 2022, the first year of full debt service payments:

<i>Sources</i>	<i>Amount</i>
Ballpark Taxes	\$ 147,167.00
Parking Revenue	\$ 845,650.00
LI- Boutique Hotel & Retail Taxes	\$ 313,060.00
WG South Hotel, Apartments & Retail Taxes	\$ 1,628,067.00
Personal Property Tax	\$ 11,526.00
Use and Occupancy Tax	\$ 571,388.00
Advertising	\$ 156,000.00
8 City Revenue Events	\$ 40,000.00
<i>Source Total</i>	\$ 3,712,858.00
<i>Uses</i>	<i>Amount</i>
Debt Service	\$ 2,733,000.00
Operating Costs	\$ 96,920.00
5% contingency	\$ 141,496.00
<i>Use Total</i>	\$ 2,971,416.00
Surplus	\$ 741,442.00

In 2022, the City will owe \$2,971,416 towards the bond payment and operating costs for the ballpark. Therefore, in 2022, the City is estimating a surplus of \$741,442 which includes a 5% contingency. (The sources and uses will fluctuate from year to year.)

Worcester Ballpark Letter of Intent

This Worcester Ballpark Letter of Intent (the "Letter of Intent") is made and entered into as of the 17th day of August, 2018 (the "Effective Date") by and between the City of Worcester (the "City") and the Pawtucket Red Sox Baseball Club, LLC (the "Team," and, together with the City, the "Parties"). Once executed, this Letter of Intent shall constitute a binding agreement of the Parties effective as of the Effective Date, subject to the conditions set forth herein.

The Parties shall negotiate in good faith to conclude and execute a definitive lease agreement between the Parties (the "Lease"), which shall incorporate the terms of this Letter of Intent, and other definitive documentation required hereunder, no later than December 1, 2018, with each Party using all reasonable efforts to complete before that date; provided that the failure to agree upon such documentation by such time, unless that date is extended in writing by the Parties, shall not void this Letter of Intent, which shall then be implemented by each Party in good faith.

Introduction

The Parties have determined that their interests are best served by the design, construction, and operation of a new, multi-purpose, publicly owned, state of the art Triple-A ballpark in downtown Worcester, Massachusetts (the "Ballpark") to serve as the home ballpark of the Triple-A affiliated professional baseball franchise operated by the Team and to provide affordable family entertainment. As used in this Letter of Intent, the City shall be deemed to include any Team-approved assignee or nominee of the City; provided that the Team hereby approves the City's assignment of any of its obligations in this Letter of Intent to the Worcester Redevelopment Authority ("WRA").

The Ballpark will be designed for year-round use for professional baseball and other sporting activities (collegiate, scholastic, and amateur) and community and cultural uses and events, including, but not limited to, charitable events, high school and collegiate sports, and concerts, as programmed and scheduled by the Team, plus access by the general public in a manner to which the Parties shall agree (collectively, the "Ballpark Uses").

The Ballpark and the Ballpark Parcel (the "Ballpark Parcel," as shown in Schedule A) will be developed through a public/private financing plan between the City and the Team (the "Project") and will be complemented by the development of nearby and adjacent land (the "Development") to be undertaken by a third party developer (the "Developer") in a manner generally consistent with a master plan undertaken by the City, Team, and Developer (the "Master Plan"), which is referenced and incorporated into this Letter of Intent as Schedule B, and in conjunction with certain urban revitalization actions to be taken by the City and the WRA, including, without limitation, the adoption of an amendment to the WRA's Downtown Urban Revitalization Plan.

1. Ballpark Financing Plan

The Team has estimated that the Ballpark will cost between \$86,000,000 and \$90,000,000 (the "Cost Estimate") to plan, design, construct, and outfit (the "Ballpark Design and Construction Costs," some of which are specified in Schedule C). No later than six (6) months after the Effective Date, the Parties shall finalize the Cost Estimate. The Ballpark shall be acceptable to the City and the Team, and shall be planned, designed, constructed, and outfitted in

conformity with Rule 58 of the Major League Rules, and the accompanying Attachment 58 for Minor League Facility Standards and Compliance Inspection Procedures, as they may be amended from time to time (the “Rules”). The Team represents that the Cost Estimate is based on the costs to plan, design, construct, and outfit a state of the art ballpark that is at least comparable to Triple-A ballparks recently built in El Paso, Charlotte, and Columbus (the “Comparable Facilities”) and that complies with the Rules.

The intent of the Parties is that the Ballpark Design and Construction Costs will be paid for through a combination of Team cash and/or in-kind contributions, rent paid by the Team, tax proceeds generated by the Project and the Development, and proceeds from City Events, parking, and advertising in and around the Ballpark Parcel. In addition to Team cash contributions of \$6,000,000 (the “Team Equity Contribution”), the City will issue general obligation bonds resulting in net proceeds (inclusive of investment earnings) as provided in Schedule D. The Team Rent (defined in Section 7) will pay for the debt service on the Series B Bonds, and all City revenue sources listed above will pay for the debt service on the Series A Bonds. A summary of the Project’s anticipated sources and uses, and the timing of the various sources, is provided in Schedule D.

The Parties will endeavor to keep the City’s responsibilities for Ballpark Design and Construction Costs as low as reasonably possible, to complete the Ballpark on the schedule to which the Parties have agreed, and to finance the Ballpark with the lowest possible cost of capital for all Parties; provided that any borrowing completed by the City shall be completed only in accordance with the City’s overall borrowing and debt strategy. The Team shall fully participate in the pricing of the Series B Bonds and shall have the right to approve the interest rate and terms on the Series B Bonds.

**2. Ballpark and
Ballpark Parcel
Ownership**

The Ballpark and the Ballpark Parcel will be owned by the City; provided that the Team shall retain ownership of certain personal property it purchases (“Team FF&E,” examples of which are provided in Schedule C). In the event that the Team purchases additional Team FF&E or a third party purchases items for the Ballpark, at its or their own expense, the Team or the third party shall retain ownership thereof; provided that the City shall have the right to approve the installation of any permanent fixtures to the Ballpark.

The Team shall retain the right to grant to its lenders a security interest in Team FF&E and a collateral assignment of its leasehold interest in the Ballpark and the Ballpark Parcel. The City agrees to evidence its consent thereto in writing and agrees to cause any mortgagee of the City specifically to acknowledge the rights of the Team’s lenders (including the right of the Team’s lenders to succeed to the Team’s interest under the Lease upon a foreclosure or deed-in-lieu of foreclosure of the leasehold mortgage) and, upon request of the Team’s lenders, to execute and deliver a landlord’s waiver, and to cause any such mortgagee to execute and deliver a mortgagee’s waiver, each in customary form for secured transactions of this type; provided that in no event shall the City’s interest as landlord under the Lease or the City’s fee interest in the Ballpark Parcel be subordinated to any such security interest or leasehold mortgage. For so long as the Team is in

material default under the terms of the Lease (beyond the applicable cure period), the City shall have the right to approve cash distributions to the Team's owners, other than distributions for tax liabilities of the owners or lender obligations. Such right shall terminate upon remedying the underlying material default.

**3. Ballpark Design,
Construction
Management, and
Cost Overruns**

Parties' Rights and Responsibilities

The City and the Team agree that the planning, design, development, and construction process shall be a cooperative, mutual endeavor in which the City and the Team will work together and participate cooperatively in joint partnership in all phases of the process. The Team, as the Party with experience in planning, designing, developing, and constructing baseball parks in urban environments, will take the lead in directing the development of the Ballpark Design Plan (defined below). The Ballpark Design Plan shall, at all stages of design, be subject to the review and approval of the Team, and such approval may be withheld in the Team's sole discretion. The Ballpark Design Plan shall be subject to the concurrence of the City. The architect of the Ballpark (the "Designer"), in full cooperation with the Team, shall prepare the Ballpark Design Plan and specifications, site elevations, and overall program for the Ballpark. The City, as the owner of the Ballpark Parcel, shall procure and retain the Designer, as well as the owner's project manager ("OPM") and the construction manager at risk ("CM") (all three of which will be referred to, collectively, as the "Ballpark Delivery Team"), and shall thereafter oversee, manage, and execute the contracts with the Ballpark Delivery Team which shall perform and implement the planning, design and construction of the Ballpark.

Procurement of the Ballpark Delivery Team

The Parties agree that in order to be considered responsive, responsible, and eligible, the members of the Ballpark Delivery Team must have relevant experience, which experience shall be set forth in the procurement documents. The Parties agree that during the procurement process for the Ballpark Delivery Team, the City may host one or more site visits so that interested and qualified proposers will be able to tour the Ballpark Parcel and ask questions of the Parties.

The Parties acknowledge that time is of the essence with respect to the planning, design, and construction of the Project and the Development. The Parties therefore agree that in order to meet this schedule, they will endeavor to create draft agreements acceptable to both the City and the Team for the Ballpark Delivery Team so that unresolvable issues will not resurface after award. The draft agreements will be included in the procurement documents in order to expedite contract signing after the selection of the Ballpark Delivery Team.

The Team's role in the Project shall be included in the procurement documents published by the City, which shall be subject to the Team's prior approval and shall include the Team's full participation. The Team will have the right to participate in each stage of the procurement process, to the maximum extent permitted under the applicable Commonwealth of

Massachusetts ("Commonwealth") public procurement laws, including, but not limited to, the following:

1. Development of all Requests for Qualifications and Requests for Proposals;
2. Recommendations related to the public notice and advertisement process;
3. Participation in proposer interviews, including the preparation of questions and topics for discussion, and post-interview assessments of responsiveness and ability of all proposers;
4. Development of criteria for selection of Ballpark Delivery Team; and
5. Participation in the drafting of contracts for Ballpark Delivery Team.

The City shall award contracts for the Ballpark Delivery Team based on criteria of responsiveness, responsibility, and eligibility in accordance with the approved procurement documents.

In recognition of the need to expedite the Project, the City will provide, without additional cost to the Team, a sufficient amount of staff to review, process, and expedite all Ballpark and Development design and construction activities and permit applications (the "City Staff"). The City agrees to use its City Staff to facilitate the application process for the Ballpark Delivery Team procurement and to efficiently and effectively procure the Ballpark Delivery Team.

Ballpark Design Plan: Furniture, Fixtures, Appointments, and Equipment

The Team, in collaboration with the City, will take the lead in developing the design plan for the Ballpark, including site plan and massing, seating configurations, materials and elevations, specifications, and furniture, fixtures, appointments, and equipment ("FF&E") for the Ballpark (which are part of the Cost Estimate, but do not include Team FF&E, examples of which are provided in Schedule C) in collaboration with the City, the TPM (defined in Schedule D), and the Ballpark Delivery Team (the "Ballpark Design Plan"). The Parties to agree to work collaboratively to reduce the amount of soil necessary for the Ballpark, consistent with the Parties' intent to deliver a first class Ballpark as set forth in this Letter of Intent.

The Ballpark Design Plan shall also include the style, design, and materials for the Ballpark as well as all FF&E. The Ballpark Design Plan shall provide for the Ballpark to be a state of the art Triple-A facility that is consistent with or exceeds the quality standards of Comparable Facilities (the "Comparable Facilities Standard") and shall conform to the Rules.

FF&E, including any FF&E that may be paid for by the Team, but excluding Team FF&E, shall meet or exceed the Comparable Facilities Standard and shall be considered a part of the Ballpark. The Team shall have the right to select and purchase, in its sole discretion and at its sole cost and expense, Team FF&E, and shall install all Team FF&E that is susceptible to installation in the Ballpark at its expense.

Ballpark Design and Construction Costs Overruns and Savings

Subject to the payment of Team Rent and the Team's delivery of the Team Equity Contribution, the City shall be responsible for all Ballpark Design and

Construction Costs up to the Cost Estimate. The Parties agree that the contract with the CM will provide for the negotiation of a Guaranteed Maximum Price (“GMP”) consistent with the Cost Estimate in a timely fashion, and that the GMP shall be subject to prior approval of the Team.

The Team will be responsible for all Ballpark Design and Construction Costs that are in excess of the Cost Estimate, except for those that are caused indirectly or directly by the delay or negligence of, or failure to act by, the City or its representatives, including the failure to comply with the applicable Commonwealth public procurement laws, for which the City shall be solely responsible; provided that neither the City nor the Team shall be responsible for certain force majeure events to be defined in the Lease.

The Parties agree that the Mill Brook Drainage Conduit (the “Conduit”) will not be relocated due to time and expense. The Parties will share equally, up to a total of \$4,000,000, any Ballpark Design and Construction Costs in excess of \$86,000,000 that the Parties determine to be attributable to the presence and location of the Conduit (the “Conduit Costs”), including but not limited to actual construction costs and negotiated CM markups within the GMP contract. The Parties shall consult with the CM regarding the Conduit Costs. If the Parties disagree with the CM’s accounting of conduit Costs or any matter related thereto, the Parties shall retain an “Independent Cost Estimator” to provide a final, binding opinion and/or estimate on the matter.

In the event that Ballpark Design and Construction Costs are less than the Cost Estimate, the difference between the Cost Estimate and the actual and accounted for Ballpark Design and Construction Costs shall be deposited in the City Capital Fund (defined in Section 12).

**4. Ballpark Parcel;
Ballpark
Entitlement; Land
Acquisition**

The City shall contract with the CM pursuant to the processes outlined in Section 3. The CM shall construct the Ballpark on the Ballpark Parcel, which the City agrees to acquire at its own expense. The City shall be responsible, at its sole cost and expense, for the zoning of the Ballpark Parcel and entitlement of the Project, including any changes to the WRA’s Downtown Urban Revitalization Plan and filings with the Commonwealth that may be required, to be completed no later than the date necessary to support the milestones set forth in Section 25. The City shall be responsible for the timely issuance of building permits for the Ballpark, the costs of which are included in the Cost Estimate. The Team agrees to cooperate with the zoning process for the Ballpark Parcel, the entitlement processes for the Project, the acquisition of the Ballpark Parcel, and the completion of the Infrastructure Improvements to support the Project and the Development.

The Team shall be permitted to use the Ballpark Parcel for the Ballpark and for certain other uses consistent with Ballpark Uses, including retail and restaurant uses (which uses shall be considered Ballpark Uses).

The Team shall be permitted to use the portion of Summit Street located between Ash Street and Plymouth Street (as proposed in the Master Plan) as an “inside the Ballpark” street fair promenade in connection with all Home Games and Ballpark Events anticipated to attract 1,000 attendees or more by placing turnstiles at either end of the street along the portion of the street

adjacent the Ballpark. During these times, all vending on the street shall be controlled by the Team. The City shall cooperate with the Team in barricading either end of the street, as contemplated herein. Such use of Summit Street shall be detailed in and subject to the terms of the Annual Permit (defined in Section 9) and shall be subject to the Team's agreement to make reasonable accommodation to abutters.

5. Parking

In cooperation with the Developer, the City shall construct a partially underground parking garage aimed at maximizing available parking, but with a total of no fewer than 350 spaces (the "Parking Garage") on the southerly side of Madison Street consistent with the Master Plan, which construction shall be completed no later than the Beneficial Occupancy Deadline (defined in Section 25). The City represents that a portion of the Parking Garage shall be available for attendees of Ballpark Events (defined in Section 9) and to the members of the general public and that the City's agreement with the Developer will require the Developer to reach agreement with the Team regarding the use of the Parking Garage for all Home Games (defined in Section 9(i)) and certain Ballpark Events. The Parties agree to continue exploring various sources of additional parking spaces on the southerly side of Madison Street.

The Team represents that it intends to enter into an agreement with the Developer to lease all or part of the Parking Garage for parking for all Home Games and certain Ballpark Events.

The Parties agree to work cooperatively to maximize parking availability within the Ballpark District (as shown in Schedule A). The City also agrees to work cooperatively with the Team to identify location(s) proximate to the Ballpark to accommodate approximately fifty (50) spaces for buses bringing patrons to Ballpark Events in the most cost effective manner practicable for such patrons.

The Parties further agree that parking on the Ballpark Parcel and other parking on the land associated with the Left Field Building (defined in Section 6) and within the Ballpark District that is north of the Ballpark Parcel, as contemplated in the Master Plan (collectively, the "Ballpark Parcel Parking"), are of fundamental importance and critical to the successful operation of the Ballpark. The Ballpark Parcel Parking is intended to service Team players and coaches, media, Team employees, and premium guests such as those in suites, club seats, or dugout seats, and/or key sponsors. The cost of constructing the Ballpark Parcel Parking shall be allocated as the Parties may agree; provided that the cost of constructing any surface parking on the Ballpark Parcel (similar to the forty (40) spaces contemplated in the Master Plan) shall be included in the Ballpark Design and Construction Costs. The Parties endorse a shared goal of providing approximately 300 spaces for Ballpark Parcel Parking and agree to continue exploring various sources of additional spaces and funding for the Ballpark Parcel Parking, including but not limited to evaluating the viability of a garage below the Left Field Building.

6. Left Field Building

The Ballpark Design Plan shall account for a building to be constructed immediately behind the left field wall of the Ballpark (the "Left Field Building") consistent with Master Plan.

The Team represents that it is contemplating an agreement with the Developer to participate in the Left Field Building planning, design, and construction processes, to lease part of the Left Field Building during the Term, and to acquire rights to revenues from advertising on the exterior of the Left Field Building. From and after the Effective Date, the Parties agree to work cooperatively with the Developer on the development of the Left Field Building and the coordination of the use of the Left Field Building and the Project in every respect.

7. Ballpark Term and Team Rent; Pre-Lease Term

The City will lease the Ballpark and the Ballpark Parcel to the Team for a term of thirty (30) years (the "Term") beginning on the Beneficial Occupancy Deadline and ending on the thirtieth (30th) anniversary of such date, unless the Term is extended. The Team will have two (2) options to extend the Term by five (5) years. No later than the end of the twentieth (20th) year of the Term, the Parties shall enter into good faith negotiations to extend the Term and to negotiate a fair market rental for the final two (2) years of the Term and for any option or other extension of the Term (the "Extension Negotiation"); provided that neither Party shall be obligated to enter into such a Term extension by virtue of this provision.

The Team will pay to the City annual rent ("Team Rent") in an amount equal to the debt service on the Series B Bonds for the corresponding year; provided that the Team Rent for the final two years of the Term and for any extension term shall be equal to the agreed-upon fair market value. Team Rent will be paid in twelve (12) equal monthly installments, in advance, not later than the fifteenth (15th) day of each month during the Term.

The Parties also agree that there will be a pre-Lease term ("Pre-Lease Term") which shall begin on the Effective Date and shall end one (1) day prior to the Beneficial Occupancy Deadline, during which period the Parties shall have certain rights and obligations as shall be set forth in the Lease. During the Pre-Lease Term, the Team shall not have the right to occupy the Ballpark Parcel but shall have access to the Ballpark Parcel for the purpose of selling corporate sponsorships, making site visits, giving site tours to potential corporate partners, other sponsors, and season ticket holders, and related activities; provided that no such access shall interfere with construction activities on the Ballpark Parcel.

The Team shall pay to the City \$1.00 each year, in arrears, for the duration of the Pre-Lease Term. In addition, as a gesture of the Team's good faith commitment to the local community, the Team or, at the Team's option, its affiliated charitable foundation shall make donations of \$25,000 each to Recreation Worcester by no later than December 31, 2019 and December 31, 2020.

8. Ballpark Operations, Revenues, and Expenses

The Team will be the exclusive tenant and operator of the Ballpark and the Ballpark Parcel during the Term and shall have the exclusive right to use the Ballpark, except with respect to City Events (defined in Section 10) and other uses approved by the City as provided in Section 10; provided that the Team shall have the exclusive right to contract for all Ballpark Uses. The Team's exclusive right to operate the Ballpark and the Ballpark Parcel includes, without limitation, the right to set Ballpark Event ticket prices (except when ticket prices are set by a third party for certain Community Days, as provided in Section 10(ii)); allocate the seating inventory, including general admission and premium seating; make Additional Improvements (defined in Section 13); and execute Ballpark Events.

The Team shall retain all revenues from the operation of the Ballpark and the Ballpark Parcel, including but not limited to the sale of Ballpark Event tickets, concessions, liquor and pouring rights, revenues derived from the sale of branding rights, premium seating, broadcasting rights, merchandise, games and contests, events, rental fees, and Corporate Partner Agreements (defined in Section 18), except with respect to: (i) revenues from tickets, branding rights, premium seating, broadcasting rights, games, and contests derived from the conduct of City Events as provided in Section 10; and (ii) any payment made to the City as part of an agreement with an additional college baseball team to use the Ballpark as a home field as set forth in Section 9.

The Team shall be responsible for all expenses associated with the operation of the Ballpark and the Ballpark Parcel ("Operating Expenses"), specifically including, without limitation, all police, fire, security, and utilities costs associated with operation of the Ballpark and the Ballpark Parcel, except as otherwise provided in this Section 8 or in Section 10 with respect to City Events and with respect to the administrative costs associated with Worcester police details.

The City represents that on-site Worcester Fire Department presence will be required in connection with pyrotechnic displays on the Ballpark Parcel, in the form of a complement of one (1) fire prevention lieutenant, present from delivery of fireworks until the fireworks are set off, and one (1) Fire Department official and two (2) Fire Department officers, present for the duration of the display (collectively, the "Required Fire Complement"). The City represents and warrants that the Required Fire Complement shall not increase during the first ten (10) years of the Term, subject to changes to applicable law; provided that if the law does change during that period, the Parties shall discuss an equitable allocation of the incremental costs associated therewith.

In the event that the Infrastructure Improvements (defined in Section 19) necessitate a materially greater police presence around the Ballpark for traffic and crowd control than what is anticipated at the time the Lease is executed, the Parties shall discuss an equitable allocation of the incremental costs associated therewith.

The Parties agree to consider purchasing a covering (similar to Terraplas) to cover and protect the grass, infield, and dirt warning track of the baseball

field within the Ballpark (the "Playing Field") from damage caused by non-baseball Ballpark Events.

Throughout the Term, the City agrees to remove snow from the public ways and public sidewalks adjacent to the Ballpark Parcel and the Parties will work together to identify economies and shared expenses to reduce Operating Expenses, including any opportunities to participate in any City "bulk buy" programs for the procurement of police, fire, security, trash removal, snow removal, and other City-offered services. The City shall waive all administrative fees associated with the provision of Worcester police details located outside of the Ballpark.

**9. Ballpark
Programming and
Events**

Subject to compliance with applicable law, the Parties acknowledge that operations on the Ballpark Parcel will require the issuance of licenses and permits for vending, liquor, and events. The Parties acknowledge that some portions of the Ballpark, the Ballpark Parcel, and other Ballpark-related activities that are proposed for the Ballpark District and the Left Field Building, such as a diner, market, restaurants, and/or retail locations, are intended to operate year round during "normal business hours" and as such may have a separate license and permit so as to increase activity and presence in the downtown environment.

The Team plans to keep the Ballpark as active as possible on a year-round basis and to program the Ballpark with not fewer than one hundred twenty-five (125) events at the Ballpark or on the Ballpark Parcel ("Ballpark Events") per year, including but not limited to:

- (i) Team Triple-A baseball home games at the Ballpark, including regular and postseason games, as scheduled by the International League (the "Home Games"), except as provided in Section 22;
- (ii) Large-scale (i.e., aimed at attracting more than 6,000 attendees) concerts;
- (iii) Two (2) fireworks displays to occur on occasions unrelated to the Home Games, with the fireworks being set off from a location on the Ballpark Parcel reasonably acceptable to the Team;
- (iv) Three (3) road races beginning and/or ending at the Ballpark;
- (v) Amateur sporting events;
- (vi) Festivals; and
- (vii) Other events of a similar scope and/or nature.

In addition, the Team shall use commercially reasonable efforts to conduct no fewer than eighty (80) Ballpark Events per year which shall be intended to attract 6,000 or more visitors; provided that the Team shall be credited with such a Ballpark Event in the event a Home Game is cancelled and not made up at the Ballpark.

To the maximum extent permitted by law, the City shall approve of all Ballpark Events through one (1) annual omnibus permit/license (the "Annual Permit") to be applied for not later than March 1 of each year (the "Permit").

Application Deadline”), and shall expedite such process and such application for the duration of the Term. The Team shall be permitted to submit amendments or modifications to the Annual Permit from time to time during the year. The Team shall also be permitted to submit individual requests in advance of the Permit Application Deadline, to which the City shall promptly respond, as a part of the relevant year’s Annual Permit.

The City Staff will assist the Team with all Ballpark Events, permitting, and related municipal needs associated with operating the Ballpark and the Ballpark Parcel. As provided in Section 3, the City Staff shall be provided at no additional cost to the Team.

The City represents that all Ballpark Uses as contemplated herein shall be permissible under applicable zoning laws. The Team shall be entitled to all “grandfather” protections, to the extent allowed under applicable law, regarding such zoning laws for the duration of the Term.

The Team agrees to take reasonable steps to control crowds at all Ballpark Events and to use reasonable efforts to mitigate light and noise emanating from all Ballpark Events, however, the Parties acknowledge it may be impossible to eliminate noise emanating from concerts at the Ballpark.

The City agrees to work cooperatively with the Team and, subject to applicable law, to issue such licenses and permits as may be necessary to allow the Team to host the Triple-A All-Star Game and the Triple-A National Championship Game as soon as possible during the Term and as often during the Term thereafter as the Team requests.

The Team will use commercially reasonable efforts to accommodate City, district, and Commonwealth championship events and local collegiate and high school teams at the Ballpark, it being understood that the Team’s International League game schedule and certain other previously scheduled Ballpark Events will have first priority over all City Events (defined in Section 10).

The Team may in its sole discretion enter into an agreement to permit one (1) college baseball team to use the Ballpark as a home field, and to collect any rental or in-kind payments therefrom. In addition, the Team may permit additional teams to use the Ballpark as a home field; provided that the City approves of such arrangement and the Parties share any rental payments therefrom.

The City acknowledges and agrees that no college, amateur (but not including high school, American Legion, Babe Ruth, or similar level teams), or professional baseball team shall be permitted to play at the Ballpark without the prior consent of the Team.

10. City Events

It is the intention of the Team to utilize the Ballpark as a hub for the local community. The Ballpark shall be opened, subject to availability, for various City-sponsored, community, and charitable events (collectively, the “City Events”) which shall consist of the following:

- (i) The Team shall host up to eight (8) City revenue-generating events at the Ballpark annually (the “City Revenue Events”); provided that no

more than four (4) City Revenue Events shall occur during the Team's Triple-A season each year unless otherwise agreed to by the Team. The Team shall license to the City the use of the Ballpark for each City Revenue Event and shall waive its standard rental fee; provided that the Team shall retain the exclusive right to sell food, beverages, and merchandise in the Ballpark, and to retain all revenues from such food, beverage, and merchandise sales for City Revenue Events. City Revenue Events must be ticketed and shall be subject to the Facility Fee.

- (ii) Subject to Team approval, the Team shall host and shall license to the City (or one or more third parties designated by the City and approved in advance by the Team) the use of the Ballpark for no more than ten (10) community-oriented days at the Ballpark annually, including but not limited to City-sponsored high school baseball and other sports tournaments, Little League parades, and/or district/Commonwealth championships (the "Community Days"), the sponsor of which may charge admission fees, which fees shall be subject to the Facility Fee. The Team shall waive its standard rental fee for Community Days; provided that the Team shall retain the exclusive right to sell food, beverages, and merchandise in the Ballpark, and to retain all revenues from food, beverage, and merchandise sales during Community Days. In no event shall a City Revenue Event also be a Community Day. Community Days may or may not be ticketed; provided that, if a Community Day is ticketed, such tickets shall be subject to the Facility Fee.
- (iii) Subject to Team approval, the City shall have access to conference room space from time to time at the Ballpark for City meetings of not more than twenty-five (25) people at a time. The Team will waive its standard rental fee and the City shall pay for all catering and cleaning costs for these meetings.
- (iv) Subject to Team approval, the City shall have access to the Ballpark on not more than fifteen (15) occasions per year on behalf of certain civic and public organizations for meetings. The Team will waive its standard rental fee for any such meetings it accommodates, but shall charge the user of such meetings for all catering and cleaning costs.
- (v) The City may use certain areas of the Ballpark on not more than five (5) occasions per year as a public polling location. The Team will waive its standard rental fee for these accommodations, provided that the City shall pay for all cleaning costs for such use.

The City or its nominee shall be entitled to all revenues from City Revenue Events, except as specifically provided above, and shall be responsible for all Routine Maintenance (defined in Section 11), including but not limited to cleaning, police, fire, security, EMT, and other Operating Expenses related to the City Events. The City or its designee, as permitted herein, shall reasonably restore the Ballpark to the condition it was in immediately prior to use by the City or its designee. No signage on the exterior or interior of the Ballpark may be covered or obstructed during City Revenue Events without the prior consent of the Team. Any advertising or sponsorships for City

Revenue Events shall comply with the Team's existing advertising and sponsorship exclusivity arrangements.

The Team reserves the right to condition, modify, delay, postpone, or cancel any City Event without penalty as may reasonably be required to protect the Playing Field; provided that the Team shall use the same standard with respect to City Events as it uses for Ballpark Events; and provided further that conditions, modifications, delays, postponements, or cancellations of City Events following their initial approval shall only be made based on changed circumstances documented by the Team. The Team shall use its reasonable efforts to provide advance notice of any such decision to the City.

In addition, the Team reserves the right to delay, postpone, or cancel any City Event, but not a City Revenue Event, in order to host a Ballpark Event reasonably expected to have greater attendance than the affected City Event. The Team shall provide the City with no less than forty-five (45) days' notice prior to the scheduled date of the City Event.

No access to the infield portion of the Playing Field shall be permitted for any City Event without the prior consent of the Team.

11. Ballpark Routine Maintenance

Throughout the Term and except as otherwise expressly provided in Section 10 or this Section 11, the Team shall be responsible for all Routine Maintenance for the Ballpark, including the Playing Field, and the Ballpark Parcel. "Routine Maintenance" means those ordinary cleaning, maintenance, and repair services (i) that are reasonably necessary to keep the Ballpark in first class, good working condition, including the maintenance and repair of the Playing Field, (ii) that are ordinary and recurring expenses for current repair and maintenance that do not improve an asset or add to its useful life, and (iii) that are not Operating Expenses (defined in Section 8) or Capital Repairs and Improvements (defined in Section 12). Neither the Capital Fund nor the City Capital Fund shall be used to fund Routine Maintenance.

The City shall have no responsibility for any Routine Maintenance except as related to City Events. In the event that the City uses the Ballpark or authorizes its use (subject to Team approval, as provided in Section 10), in whole or in part, for those purposes, the City shall be responsible for completing all Routine Maintenance to reasonably restore the Ballpark to the condition it was in immediately prior to the time of City use. To the extent that the Team incurs costs or expenses to maintain or repair the Ballpark as a direct result of the City or its designee's use of the Ballpark, the City shall reimburse the Team for all actual incremental, out-of-pocket costs and expenses associated therewith in a timely manner upon invoice; provided that the Team shall notify the City prior to making any such expenditure, except in the event of an emergency.

12. Ballpark Capital Repairs and Improvements Fund

The Parties acknowledge that, during the Term, certain capital repairs and improvements will be necessary to maintain the Ballpark, to preserve the condition, structural integrity, safety, or functionality of the Ballpark, to extend the useful life of the Ballpark, to address physical obsolescence of the Ballpark, to bring the Ballpark into compliance with the Rules, or to bring the

Ballpark in accordance with the current state of the art consistent with the Comparable Facilities Standard, as such may evolve over time (collectively, the "Capital Repairs and Improvements"). "Capital Repairs and Improvements" shall include those capital repairs and improvements involving all expenditures in excess of an amount to be determined by the Ballpark Capital Committee which extend the useful life longer than one (1) year or add value to or increase the usefulness or productivity of the Ballpark or Ballpark Parcel; provided that in no event shall Capital Repairs and Improvements include repairs or improvements to the Ballpark or Ballpark Parcel caused by the negligence of the Team or its vendors, contractors, or assignees.

The Parties shall form a committee of not more than four (4) members, comprised equally of representatives of the Team and the City (the "Ballpark Capital Committee"), to oversee and manage the development of a master capital repairs and improvements plan for the Ballpark (the "Ballpark Capital Plan") and the planning and execution of Capital Repairs and Improvements and long-term Ballpark planning and expenses from the Capital Fund and the City Capital Fund (defined below). In formulating the Ballpark Capital Plan, which shall be completed no later than the Beneficial Occupancy Deadline, the Ballpark Capital Committee shall examine industry best practices regarding the maintenance of comparable facilities.

The Team will establish and maintain a Ballpark Capital Repairs and Improvements Fund (the "Capital Fund") in an interest bearing account dedicated for the exclusive benefit of the Ballpark and Ballpark Parcel to ensure the Ballpark and the Ballpark Parcel are maintained as required pursuant to this Letter of Intent. The Team, with the cooperation and active participation of the City, shall manage the Capital Fund and shall administer the making of all Capital Repairs and Improvements to the Ballpark.

The Capital Fund shall be used by the Team for Capital Repairs and Improvements; provided that the Team shall not spend more than a certain amount, as recommended by the Ballpark Capital Committee, of the then balance of the Capital Fund in any one (1) year without the approval of the Ballpark Capital Committee; provided further that the Ballpark Capital Committee may permit a greater amount of spending during the first two (2) years of the Term, in recognition of the fact that further Capital Repairs and Improvements are often identified in the first few years of operation of a facility of this size and complexity. The Capital Fund shall also not be used for expenses which, if executed, would deplete the Capital Fund to less than an amount to be recommended by the Ballpark Capital Committee. In such event, the Parties shall agree upon a course of action to address and fund such Capital Repairs and Improvements. The Parties shall be responsible for identification of funding sources and the timely payment of all approved capital expenditures for which the then-remaining balance in the Capital Fund is insufficient.

The Capital Fund shall not be used, without the Parties' mutual consent, for: (i) Operating Expenses, (ii) Routine Maintenance, (iii) any City obligations to reimburse the Team, (iv) costs and expenses associated with the City's use of the Ballpark, or (v) those City expenses identified in Section 21.

The Parties shall also establish a "City Capital Fund" to hold City revenues for use by the City for capital improvements to the Ballpark and Ballpark Parcel, but the presence of the City Capital Fund shall not place any obligation on the City with respect to Capital Repairs and Improvements. Expenses by the City from the City Capital Fund shall be included as part of the Ballpark Capital Plan and shall be subject to the approval of the Ballpark Capital Committee.

The Capital Fund shall be funded by annual contributions collected by the Team through the Facility Fee, in accordance with Section 14. The City Capital Fund shall be funded through deposits made by the City and from the Facility Fee charged for City Events. All interest accruing on the Capital Fund shall be added to the Capital Fund and shall be available for Capital Fund purposes, and all interest accruing on the City Capital Fund shall be added to the City Capital Fund and shall be available for City Capital Fund purposes. Not later than February 1 of each year, each Party will report on and document to the other expenses from the Capital Fund and City Capital Fund for the prior year.

Beginning in the tenth (10th) year of the Term and every five (5) years thereafter, the Parties agree to fund, from the Capital Fund, a comprehensive study of the Ballpark's condition conducted by an independent industry expert. To the extent that such analysis identifies Capital Repairs and Improvements that should be addressed following the tenth (10th) year of the Term the useful life of which extends beyond the then-remaining Term, the Lease will provide for a formula to address the allocation of responsibility for the cost that will recognize the reduction in remaining Term accruing for the benefit of the Team.

The City representatives on the Ballpark Capital Committee shall be employees of the City. The Ballpark Capital Committee will meet regularly to collaboratively create and maintain the Ballpark Capital Plan. Any action by the Ballpark Capital Committee shall be by majority decision. In the event that the Ballpark Capital Committee is unable to reach a majority decision, the City Manager and the Chairman of the Team (the "Chairman"), or their respective successors, shall attempt to reach a mutually acceptable resolution. If the City Manager and Chairman are unable to reach agreement within thirty (30) days, the Parties shall pursue mediation to reach a decision to be fully enforceable on the Parties and the Ballpark Capital Committee.

The Parties agree that the Ballpark shall be maintained in accordance with the standards set forth herein throughout the Term.

13. Additional Improvements

Subject to the review and approval of the City, the Team may develop and construct, at its own expense, additional improvements to the Ballpark and/or on the Ballpark Parcel ("Additional Improvements") during the Term which accommodate Ballpark Uses and are permitted by zoning, and any such improvements shall immediately be subject to the Lease. The Team shall prepare and provide to the City plans showing the Additional Improvements, an estimate of the cost of the improvements, and the Team's commitment to pay for the Additional Improvements on or prior to the time it seeks approval to make the Additional Improvements. The development and construction of

any Additional Improvements shall be completed by the Team (or, to the extent the Parties agree, by the City at the Team's expense) in accordance with applicable law.

14. Facility Fee

The Team shall assess a fee (the "Facility Fee") on ticketed Ballpark Events and the City or its designated third party will assess a fee on ticketed City Events (including Community Days for which admission is charged), as follows:

- (i) A \$0.50 fee on tickets sold to Home Games and all other baseball games at the Ballpark, except for any non-ticketed baseball games occurring on Community Days, and
- (ii) A \$1.00 fee on tickets sold to all other Ballpark Events or City Events.

No Facility Fee will be assessed for non-ticketed Ballpark Events or non-ticketed City Events. No Facility Fee will be assessed on free or "comp" tickets which may be given out according to the Team's standard practices and in the Team's sole discretion and, for City Events, in accordance with the City's standard practices and at the City's sole discretion. The Parties may agree to adjust the Facility Fee on a one-off basis for unique or special circumstances.

Unless the Parties agree otherwise, the Facility Fee shall remain the same for the first five (5) years of the Term. During the fifth (5th) year of the Term, and once every five (5) years thereafter for the duration of the Term, the Parties shall discuss an adjustment to the Facility Fee; provided that the Facility Fee shall not be adjusted without the consent of both Parties.

The revenues from the Facility Fee shall be collected and used in accordance with the following schedule:

- (i) The first \$200,000 and all amounts above \$300,000 raised annually from the Facility Fee for Ballpark Events shall be deposited into the Capital Fund and shall be used by the Team, in cooperation with the City as provided herein, for Capital Repairs and Improvements;
- (ii) Funds between \$200,000 and \$299,999 raised annually from the Facility Fee for Ballpark Events shall be distributed to the Team to pay for Operating Expenses and Routine Maintenance or to otherwise use in the Team's sole discretion; and
- (iii) All funds raised from the Facility Fee for City Events shall be deposited into the City Capital Fund and shall be used by the City, in cooperation with the Team as provided herein, on the Ballpark and the Ballpark Parcel as provided herein.

Such deposits will be made no later than October 1 of each year. No later than February 1 of each year, the Parties shall exchange their respective accountings of funds accrued and spent through the Facility Fee during the preceding calendar year.

15. Parking Fees

Parking fees for the City-owned or -managed parking lots identified in Schedule E (the “City Parking Lots”), which the Parties anticipate will be used by patrons of the Home Games, shall not exceed \$5.00 per car in parking lots designated as “Basic” in Schedule E or \$10.00 per car in parking lots designated as “Premium” in Schedule E without the Team’s prior written consent. Parking fees for City Parking Lots used by patrons of Home Games shall not be subject to adjustment during the first five (5) years of the Term, and shall thereafter be subject to adjustment by the City every three (3) years by not more than the Consumer Price Index for all Urban Consumers for the Boston – Cambridge – Newton region (the “CPI-U”). The Parties agree to collaborate on a program to maximize City revenues from City Parking Lots, including, without limitation, a combined ticket program for Baseball Events and parking at City Parking Lots, similar to the City’s existing collaborations with Mechanics Hall and Hanover Theatre.

16. Taxes

The City represents that the construction of the Ballpark structure will be exempt from Commonwealth sales tax. The Parties acknowledge and agree that the Cost Estimate is based on the presumption that a municipally-owned facility will not be required to pay sales tax on construction materials and FF&E. The City represents that the CM and any other entity authorized to purchase materials on behalf of the Project and to claim the exemption as set forth in, and subject to the completion of the documentation required by, Massachusetts Department of Revenue Form ST-6C, will be granted the authority to use this privilege.

The City represents that the Ballpark and Ballpark Parcel are eligible for consideration of a PILOT agreement pursuant to the provisions of Section 16 of Chapter 121B of the Massachusetts General Laws, pursuant to which no property tax would be assessed on or in connection with the Ballpark or Ballpark Parcel.

17. Advertising and Signage

The Team reserves the right to offer and sell the prime naming rights of the Ballpark (e.g., “Company X Field”) to a sponsor of its choosing (the “Naming Rights”) and to retain all revenues therefrom, which right shall be subject to the City’s consent, except that the City hereby grants such consent as to the Team’s proposed Naming Rights sponsor for the first seventeen (17) years of the Term.

The Team agrees that the Ballpark-identifying marquee sign(s) branding the Ballpark shall feature the word “Worcester.” The Parties shall cooperate and shall work with Commonwealth and Federal officials to attempt to secure signage directing patrons to the Ballpark throughout the City and region, and from public highways, including but not limited to Interstate 290, Interstate 90, Route 146, Interstate 84, Interstate 495, Interstate 95, Interstate 93, Interstate 91, Interstate 395, and Interstate 190 consistent with applicable Commonwealth and Federal laws and regulations.

The Parties will execute an Advertising Rights Agreement that will govern the sale of outdoor advertising for assets as specified herein. The various rights will be designated by area as follows:

- (i) **Ballpark Parcel Advertising:** The Team will retain full control of advertising rights on the Ballpark Parcel, including advertising both inside and outside of the Ballpark, and on the frontage along Madison Street. Except as may be governed by applicable law, the Team shall be entitled to all “grandfather” protections. To the extent allowed under applicable law, the City shall not restrict the Team’s ability to offer for sale sponsorship, advertising, and/or signage opportunities on the Ballpark Parcel.
- (ii) **Left Field Building Advertising:** As between the Team and the City (and subject to the Team’s agreement with the Developer), the Team will retain full control of advertising rights on the exterior of the Left Field Building, in all directions and on all sides. To the extent allowed under applicable law, the City shall not restrict the Team’s ability to offer for sale sponsorship, advertising, and/or signage opportunities on the Left Field Building.
- (iii) **Ballpark District Advertising:** The City and Team will collaborate on the development of a branding program for City-owned assets within the Ballpark District. Such collaboration shall include cooperation with the Developer.
- (iv) **Other City Advertising:** The Team will identify advertising opportunities in locations in the City or elsewhere in the Commonwealth (including Commonwealth-owned land) on which, subject to compliance with applicable law, the City will cooperate and/or partner with the Team to obtain necessary approvals.

Advertising revenues will be distributed between the Team and the City, net of the Team’s 15% sales commission that will cover all related expenses, as follows:

<u>Location</u>	<u>City</u>	<u>Team</u>
Ballpark Parcel Advertising	0%	100%
Left Field Building Advertising	0%	100%
Ballpark District Advertising	50%	50%
Other City Advertising	50%	50%

18. Corporate Partner Commitment

The City acknowledges that revenues from corporate partnership, sponsorship, and advertising agreements (each, a “Corporate Partner Agreement”) are central to the Team’s business model. In response, the City has created, and the Team shall fully cooperate with, a corporate partnership committee composed of key corporate community stakeholders which shall provide active cooperation and support to the Team designed to maximize revenues from Corporate Partner Agreements for each year during the Term. The Team shall designate a principal contact who shall be the central point of contact for the Team’s work with the corporate partnership committee.

The Team shall use its best efforts to retain corporate partners that sponsored the Team prior to the commencement of the Pre-Lease Term.

In the Lease, the City shall designate a private sector entity (the "Guarantor") which shall guarantee that Team gross revenues from Corporate Partner Agreements, with certain exclusions as provided below, will meet or exceed \$3,100,000 annually (including corporate partners that sponsored the Team prior to the Pre-Lease Term), adjusted on an annual basis beginning with the first year of the Term according to the CPI-U, for the first (1st) through fifth (5th) years of the Term (the "Annual Corporate Partnership Commitment").

The Annual Corporate Partnership Commitment shall include Team revenues from Corporate Partner Agreements, which may include rights to Ballpark signage, game sponsorships, social media, print, radio, television, web/digital, in-game elements such as between-inning contests and trigger promotions, and experiential elements such as sponsor batting practice. The Annual Corporate Partnership Commitment shall not include Team revenues from the sale of ticket sales, hospitality, group sales, or Ballpark District or Other City Advertising.

In the event that the Team has not secured the Annual Corporate Partnership Commitment by July 1st of any of the first (1st) through fifth (5th) years of the Term, then the Guarantor shall purchase from the Team tickets for Home Games during the same calendar year equal in value to the amount of such deficit promptly upon invoice, but in no event later than August 1 of the same year. The Lease shall provide a provision for the Guarantor to recover such deficit in the event the Annual Corporate Partnership is obtained after July 1 of such year; provided that no such recovery shall impact the finances of the Team.

19. Infrastructure Improvements

The City or its designee shall be responsible for all costs associated with public infrastructure modifications and improvements immediately surrounding the Ballpark and the Ballpark Parcel (the "Infrastructure Improvements") in accordance with the list and timeline to be mutually agreed by the Parties following the conclusion of an infrastructure study (the "Infrastructure Study") solicited by the Parties and the Developer, but not including the cost of constructing the Parking Garage. Such list and timeline shall include a minimum set of Infrastructure Improvements which the Parties agree shall be completed no later than the Beneficial Occupancy Deadline.

The City or its designee shall spend not less than \$15,000,000 on the Infrastructure Improvements, including streets, utilities, pedestrian improvements, lighting, and graphic identification of the Ballpark District, which shall in no event include the City Costs identified in Schedule C. The City agrees that any savings or budget reduction resulting from the cost of constructing the Parking Garage shall accrue to the budget for Infrastructure Improvements.

The City shall consult with the Team in the planning and execution of all Infrastructure Improvements and shall use commercially reasonable efforts to ensure that the implementation of such Infrastructure Improvements shall not adversely impact the Ballpark Uses. The City also agrees to use its

reasonable efforts with the Team and the Commonwealth with respect to completing improvements in and around Kelley Square and Interstate 290 aimed at improving access to and from the Ballpark Parcel, which shall be evaluated at a conceptual level as part of the Infrastructure Study.

As soon as practicable, the City shall apply to the Commonwealth for MassWorks funding for the purpose of funding the Infrastructure Improvements and the Parking Garage (the "MassWorks Funding").

Failure to secure the MassWorks Grant or any other Commonwealth funding shall not relieve the City of its obligations with respect to the Infrastructure Improvements.

20. Development

The City will provide on an expedited basis all necessary local permitting and licensing support for the Team's and the Developer's efforts to develop the Ballpark Parcel and Ballpark District outside of the Ballpark.

The City will consult with the Team in good faith with respect to the development of any municipal or commercial use of land owned by the City within the Ballpark District (the "City Surrounding Land") and, in particular, will seek to avoid development of the City Surrounding Land that is inconsistent with the Ballpark Uses or Corporate Partner Agreements. Such development includes, without limitation, buildings or construction that interferes with play, creates adverse shadows or wind effects, or obstructs views from the Ballpark or the Ballpark Parcel.

Notwithstanding the foregoing, the Parties agree that the General Josiah Pickett Municipal Parking Lot, as identified in Schedule A (the "Pickett Lot") may be developed by the City, at its own expense, as a plaza and grand entryway to the Ballpark, or developed with the City's consent (which may be withheld for any or no reason) by the Team at the Team's own expense. The City shall not permit third party development or parking on the Pickett Lot without the prior consent of the Team.

21. Team Civic Commitments

The Team agrees to the following civic obligations, subject to reasonable limitations and availability:

- (i) The Team shall offer free Ballpark tours to all Worcester Public Schools and youth-based nonprofit organizations.
- (ii) The Team shall commit to the "Worcester School Day Ticket Program" for the first five (5) years of the Term, through which it shall host "Worcester School Days" on selected Home Games each year, such dates to be determined by the Team and based upon availability, but spaced throughout the season. Through this program, every Worcester resident in grades K-12 will receive one (1) ticket, free of charge to the resident, to a Home Game on a given Worcester School Day each year.
- (iii) The Parties agree that maximizing public access to and enjoyment of the Ballpark in the most cost effective manner is an essential goal of the Project. Subject to restrictions relating to protection of the Playing Field, Ballpark Events, holidays, the Ballpark Design Plan,

and other reasonable limitations, the Team shall permit public access to certain areas of the Ballpark on a regular basis (the “Public Access”). By way of example, the Public Access may include, subject to Team approval, the opportunity to jog or walk around the concourse, run up the Ballpark stairs, eat lunch overlooking the field, or use exercise stations in a designated fitness area. No fee will be charged for Public Access. The Parties shall seek to identify and use revenues generated from the Public Access, such as the sale of sponsorships or food and beverage, to pay for equipment and other build-out costs or offset new or incremental operating expenses associated with the Public Access. In the event that such revenues are insufficient to pay for equipment and other build-out costs or offset the operating expenses, including but not limited to security, insurance, and utilities, then the City shall pay for the difference, either directly or through in-kind services such as the use of City employees for items such as snow removal.

- (iv) The Team shall collaborate with local arts organizations, including but not limited to Pow! Wow! Worcester, to display local art at the Ballpark and on the Ballpark Parcel.
- (v) The Team shall host City-approved bike share programs on the Ballpark Parcel.
- (vi) The Team shall provide the City with access to digital signage at the Ballpark for a reasonable number of municipal announcements, community recognitions, and other community-oriented messaging at no cost.
- (vii) The City shall have access to a suite at the Ballpark. The suite will include the basic package of access and amenities as provided to any paying suite client, including the option to purchase food and beverages, subject to execution of the Team’s standard suite contract. The City agrees to use its suite for City Events and meetings to the maximum extent practicable.
- (viii) The Team shall become members of, actively consult with, and participate in activities sponsored by the Canal District Alliance.
- (ix) The Team shall give preference to Worcester residents, with particular attention to women and minority groups, with respect to the hiring of seasonal and other temporary personnel.

22. Team Home Games Held Elsewhere

The Team shall have the option, but not the obligation, to play up to four (4) Home Games in a venue other than the Ballpark each season during the Term; provided that such games occur on no more than two (2) separate weekends in a calendar year and the Team replaces such games with alternative Ballpark Events of a similar size (i.e., of approximately the same number of attendees as would be expected for a Home Game). If the Team fails to replace any such game with an alternative Ballpark Event of a similar size in the same year, the Team shall pay to the City a fee of \$7,500, no later than January 30 of the following year. The Team shall notify the City of the dates of Home Games proposed to be played in a venue other than the Ballpark in

connection with this Section 22 as a part of the Annual Permit application to be submitted by the Permit Application Deadline, unless the City consents to a later submission date.

23. Team Name

The operating and official name of the Team shall include “Worcester” and shall be subject to all requisite approvals, as may be required, from the International League, the National Association of Professional Baseball Leagues, Inc. d/b/a Minor League Baseball, Major League Baseball, and/or the Boston Red Sox (collectively, the “Baseball Authorities”). The Team may, in its sole discretion, select nicknames or “doing business as” names by which it may choose to be referred; provided that any such name that does not feature “Woo” or “Worcester” (outside of specific, limited promotions for game days and the like) shall be subject to the City’s approval.

24. Insurance

Team Insurance Requirements

For the duration of the Term, the Team shall procure and maintain, at its sole expense, the following insurance coverage (the “Team Required Insurance”):

- (i) Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$2,500,000 aggregate;
- (ii) Umbrella Liability Insurance with limits of not less than \$20,000,000;
- (iii) Workers’ Compensation Insurance as required by law;
- (iv) Automobile Insurance with limits of not less than \$1,000,000 per occurrence; and
- (v) Property Insurance only to insure against damage or destruction to Team FF&E.

In the City’s reasonable discretion, but subject to the Team’s prior written consent, the limits on the Team Required Insurance shall be subject to increase every five (5) years, and additional coverages may be required. The City shall be named as an additional insured on all Team Required Insurance policies. The Team will provide certificates of insurance for the Team Required Insurance upon the City’s request.

City Insurance Requirements

The City shall procure and maintain, at its sole expense, the following insurance coverage (the “City Required Insurance”):

- (i) Commercial General Liability Insurance, if the City is not self-insured for all liability claims and related expenses, to be maintained for the duration of the Term; and
- (ii) Property Insurance, with “special form” coverage, including boiler and machinery insurance, as necessary to cover the full replacement value of the Ballpark less foundations and footings, to be maintained for the duration of the Term.

The City shall also require the CM to obtain and maintain during the period prior to the Beneficial Occupancy Deadline, a Builders' Risk Policy, the cost of which is included in the Cost Estimate.

The Team shall be named as an additional insured on all City Required Insurance liability policies and the Baseball Authorities shall be named as loss payees on such policies. The City will provide certificates of insurance for the City Required Insurance upon the Team's request. The Parties shall provide for insurer rating minimum requirements and deductible requirements in the Lease.

25. Ballpark Design and Construction Schedule

It is the goal of the Parties to adhere to the following milestones:

- (i) OPM Request for Qualifications to be issued no less than one (1) week after the Effective Date;
- (ii) Designer Request for Qualifications to be issued no less than two (2) weeks after the Effective Date;
- (iii) Ballpark construction commences no later than July 1, 2019;
- (iv) The Team is granted access to and beneficial use and occupancy of the Ballpark no later than February 1, 2021 (the "Beneficial Occupancy Deadline");
- (v) Ballpark punch list complete and Certificate of Occupancy issued no later than March 1, 2021; and
- (vi) Opening Day commencing in April, 2021 (specific date to be determined by the International League).

The Parties agree to work toward a milestone schedule covering the Project as soon as practicable following the execution of this Letter of Intent and may modify said milestone schedule upon their mutual agreement. Remedies for delays in the design and construction of the Ballpark are provided in Section 26.

26. Remedies of the Parties

The City's covenant to have the Ballpark ready and available for the Team's use no later than the Beneficial Occupancy Deadline is of the utmost importance to the Team. The Lease will contain remedies: (i) for the Team, including liquidated damages acceptable to the Team, in the event the Beneficial Occupancy Deadline is not met; and (ii) for the Parties in the event of a breach of the Lease.

27. Customary Terms

The Lease will include terms customary to this type of sports facility lease, including but not limited to the following:

- (i) The Team shall agree to specific performance and "no relocation" covenants during the first fifteen (15) years of the Term.
- (ii) Beginning with the sixteenth (16th) year of the Term, the Team shall have the option to "buy out" the remainder of the Term and terminate the Lease without penalty in exchange for continuing payments to the

City in an amount equal to the principal and interest left unpaid on the Bonds (defined in Schedule D); provided that the City shall have an affirmative obligation to mitigate its losses from the departure of the Team and the aforementioned Team buyout amount shall be reduced by any payments paid by a substitute tenant occupying the Ballpark at any point after the fifteenth (15th) year of the Term.

- (iii) Each Party shall retain the right to terminate the Lease upon the destruction of the Ballpark, the material breach of the Lease by the other Party, or the exercise of eminent domain on any portion or all of the Ballpark Parcel, except that the City shall not have such termination right in the event of the exercise of eminent domain by the City.
- (iv) The Team shall peaceably and quietly enjoy the Ballpark and Ballpark Parcel.
- (v) The Team shall not assign its interest in the Lease or any part thereof without the prior written consent of the City, except for an assignment to an affiliate of the Team, which shall not require City consent. As long as there is no existing material default of the Lease by the Team, the prior approval of the City will not be required with respect to any transfer of a majority interest or transfer of control of the Team, subject to commercially reasonable pre-conditions to be detailed in the Lease.
- (vi) The Lease shall be governed by the laws of the Commonwealth, without giving effect to the conflict of laws principles thereof.
- (vii) For the duration of the Term, the Ballpark's operation shall remain subject to and governed by the applicable rules, regulations, and mandates of the Baseball Authorities; provided that no such rule, regulation or mandate shall be implemented in a manner inconsistent with the Lease without the City's prior approval.

28. Project Contingencies

The Parties' performance of their respective obligations under this Letter of Intent and the Lease are contingent upon the satisfaction of the following project contingencies described below (the "Project Contingencies"):

- (i) The City shall have applied to the Commonwealth for the MassWorks Funding on a schedule and in a manner agreed to with the Team and the Commonwealth.
- (ii) The City shall have acquired the Ballpark Parcel by April 1, 2019.
- (iii) The City shall have engaged an OPM with which the Team concurs by October 10, 2018.
- (iv) Approvals of the Worcester City Council and all enabling legislation, resolutions, and other City and/or Commonwealth permissions and agreements necessary (1) for the acquisition of the Ballpark Parcel and any surrounding land as may be required pursuant to the Master Plan, Ballpark Design Plan, or Infrastructure Study, and (2) for the design, construction, and outfitting of the Ballpark and Parking Garage, including all necessary City financing mechanisms, shall

have been passed by all City, Commonwealth, and other applicable legislative or regulatory bodies or shall be substantially underway by March 1, 2019.

- (v) The City shall have acquired zoning approval for the operation of the Ballpark and all Ballpark Uses contemplated herein by July 1, 2019.
- (vi) The Team shall have executed an agreement with the Developer by January 1, 2019 to lease all or part of the Parking Garage for all Home Games and certain Ballpark Events for the duration of the Term.
- (vii) There shall have been no material increase to the Ballpark Design and Construction Costs and no material increase in borrowing costs by the date on which the City issues the Bonds.
- (viii) The Team shall have obtained all necessary approvals and authorizations relating to the Lease and/or the Ballpark from the applicable Baseball Authorities on or before the date on which the Bonds are issued. The date on which these approvals and authorizations are due shall be automatically extended so long as the Team has submitted the requisite requests or filed the requisite applications with the applicable Baseball Authorities and the appropriate Baseball Authority confirms that the application is undergoing the approval consideration process.

If the City fails to satisfy the Project Contingencies described in subsections (i), (ii), (iii), (iv), or (v) within the requisite timeframes, then the Team may suspend without liability to the Team the performance of its obligations under this Letter of Intent.

If the Project Contingencies described in subsections (vi) or (viii) are not satisfied within the requisite timeframes, then the City may suspend without liability to the City the performance of its obligations under this Letter of Intent.

If a material change described in subsection (vii) occurs, then either Party may suspend without liability the performance of its obligations under this Letter of Intent.

If a Party seeks to suspend the performance of its obligations under this Letter of Intent pursuant to this Section 28, then such Party shall immediately notify the other Party of the suspension and identify the foregoing reason for such suspension. Each Party reserves its rights to assert that the failure to achieve a Project Contingency resulted from the failure of the other Party to use reasonable efforts and to work in good faith to satisfy such Project Contingency. If the reason for such suspension is not resolved or if the Parties fail to reach an alternative resolution that is mutually acceptable within a reasonable period after such notice, then this Letter of Intent and the Lease shall automatically terminate and neither Party shall have any further obligations to the other Party hereunder.

29. Miscellaneous

This Letter of Intent may be amended or modified only in a writing which has been signed by both of the Parties.

No failure by either Party to insist upon exact compliance with the terms of this Letter of Intent shall be deemed or construed as a waiver of either Party's rights under this Letter of Intent or any subsequent breach of this Letter of Intent.

When the City is deemed to act under this Letter of Intent, unless specifically provided otherwise, it shall act through the City Manager.

All actions taken by the Parties, unless specifically provided to the contrary in this Letter of Intent, shall not be unreasonably withheld, conditioned, or delayed. The Lease shall contain a similar provision.

Capitalized terms used but not defined in any Schedule shall have the meaning ascribed to them in this Letter of Intent or any of its Schedules.

The Team represents that its Chairman has been authorized to execute this Letter of Intent and to bind the Team.

Except as otherwise provided herein, in the event of a dispute between the Parties relating to this Letter of Intent or the Lease, the City Manager and the Chairman, or their respective successors, shall attempt to reach a mutually acceptable resolution. If the City Manager and Chairman are unable to reach agreement within thirty (30) days of receipt of notice of a dispute, then the Parties shall pursue mediation to reach a decision to be fully enforceable on the Parties and their representatives and assigns. The Lease shall determine the consequences in the event that the Parties are unable to reach agreement within thirty (30) days of the commencement of mediation.

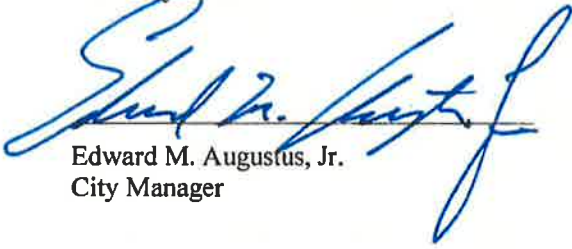
After the Effective Date but no later than September 30, 2018, the City may conduct a general review of the Team's financial stability, similar in scope to the review that was conducted by the Rhode Island Auditor General (the "RI AG"). This review shall be subject to the prior execution by the Parties of a non-disclosure agreement similar in nature to the one executed by the RI AG.

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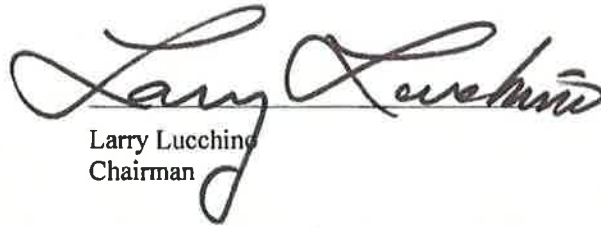
IN WITNESS WHEREOF, the Parties have executed this Letter of Intent as of the date set forth above.

The City of Worcester

Pawtucket Red Sox Baseball Club, LLC



Edward M. Augustus, Jr.
City Manager



Larry Lucchini
Chairman

Attachments

Schedule A - Ballpark Parcel, Ballpark District, and Left Field Building Map

Schedule B - Master Plan dated May 8, 2018

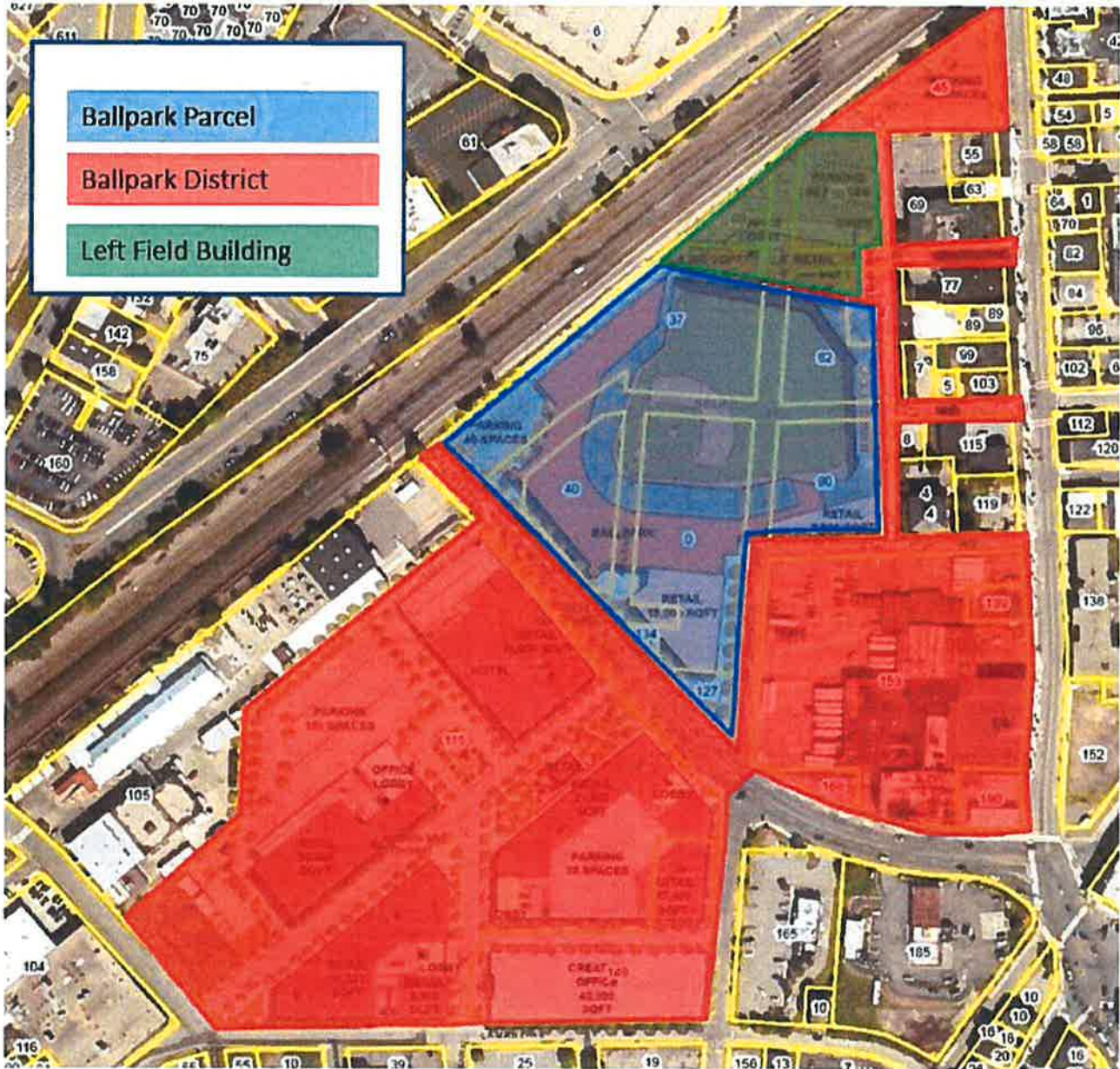
Schedule C - Key Ballpark Elements

Schedule D - Project Sources and Uses; Timing of Sources

Schedule E - City Parking Lots

Schedule A

Ballpark Parcel, Ballpark District, and Left Field Building Map



Note: Precise boundaries of the parcels as shown in this Schedule A are subject to adjustment to be consistent with modifications to adjacent infrastructure, as mutually agreed by the Parties.

Boundaries of the Ballpark District, Ballpark Parcel, and Left Field Building

SECTION I

The area within the boundaries hereinafter described in this Section I establish the BALLPARK DISTRICT, excepting the areas described as the BALLPARK PARCEL in Section II and the LEFT FIELD BUILDING in Section III.

Beginning at a point of intersection where the southeastern boundary line of property now or formerly of NEW YORK CENTRAL LINES LLC meets the southern boundary line of Madison Street;

Thence, Southeasterly 139 feet, more or less, along the southern boundary line of Madison Street, to a point;

Thence, Southwesterly 503 feet, more or less, and then Southerly 182 feet, more or less, and then Southwesterly 257 feet, more or less, along the boundary line separating properties now or formerly of WYMAN GORDON COMPANY, said properties identified as Lot A and Lot B on a plan of land dated March 22, 2006 and recorded at the Worcester Registry of Deeds in Plan Book 842, Plan 5, to a point;

Thence, Southeasterly 245 feet, more or less, along the northern boundary line of Hermon Street, to a point;

Thence, Easterly 806 feet, more or less, along the northern boundary of Lamartine Street, to a point;

Thence, Northerly 380 feet, more or less, along the western boundary line of Washington St, to a point at the intersection with the southerly boundary line of Madison Street;

Thence, Northeasterly 82 feet, more or less, following a straight path to a point where the northern boundary line of Madison Street and the eastern boundary line of Washington Street intersect;

Thence, Easterly 480 feet, more or less, along the northern boundary line of Madison Street, to a point;

Thence, Northerly 475 feet, more or less, along the western boundary line of Green Street, to a point at the intersection with the southerly boundary line of Ash Street;

Thence, Northerly 30 feet, more or less, to a point at the intersection of the western boundary line of Green Street with the northerly boundary line of Ash Street;

Thence, Westerly 200 feet, more or less, along the northern boundary line of Ash Street, to a point;

Thence, Northerly 200 feet, more or less, along the eastern boundary line of Summit Street, to a point;

Thence, Easterly 200 feet, more or less, along the southern boundary line of Gold Street, to a point on the western boundary line of Green Street;

Thence, Northerly 30 feet, more or less, to a point on the intersection of the western boundary line of Green Street with the northerly boundary line of Gold Street;

Thence, Westerly 200 feet, more or less, along the northern boundary line of Gold Street, to a point;

Thence, Northerly 228 feet, more or less, along a path approximately parallel to Green Street, said path to correspond with the eastern boundary line of a future extension of Summit Street, to a point on the southern boundary line of Plymouth Street;

Thence, Easterly 200 feet, more or less, along the southern boundary line of Plymouth Street, to a point of intersection with the western boundary line of Green Street;

Thence, Northerly 34 feet, more or less, to a point on the intersection of the western boundary line of Green Street with the northerly boundary line of Plymouth Street;

Thence, Westerly 200 feet, more or less, along the northern boundary line of Plymouth Street, to a point;

Thence, Northerly 195 feet, more or less, along the boundary line separating property now of formerly of SERENA E MASSEY - TRUSTEE OF THE HOLDEN HILL REALTY TRUST, and property now or formerly of SZETO & HUYNH LLC, to a point;

Thence, Easterly 197 feet, more or less, along the southern boundary line of property now or formerly of the CITY OF WORCESTER, to a point of intersection with the western boundary line of Green Street;

Thence, Northerly 193 feet, more or less, along the western boundary line of Green Street, to a point;

Thence, Southwesterly 1,220 feet, more or less, along the southeastern boundary line of property now or formerly of the NEW YORK CENTRAL LINES LLC, to the point of beginning.

SECTION II

The parcel boundaries of the BALLPARK PARCEL will be established at a later date, but are generally described hereinafter in this Section II for purposes of distinguishing from the BALLPARK DISTRICT.

Beginning at a point of intersection where the southeastern boundary line of property now or formerly of NEW YORK CENTRAL LINES LLC meets the northern boundary line of Madison Street;

Thence, Southeasterly 695 feet, more or less, along the northern boundary line of Madison Street, to a point of intersection with the western boundary line of Washington Street;

Thence, Northerly 320 feet, more or less, along the western boundary line of Washington Street, to a point;

Thence, Easterly 40 feet, more or less, to a point of intersection between the northern boundary line of Ash Street and the eastern boundary line of Washington Street;

Thence, Easterly 191 feet, more or less, along the northern boundary line of Ash Street, to a point;

Thence, Northerly 199 feet, more or less, along the western boundary line of Summit Street, to a point;

Thence, Northerly approximately 190 feet, more or less, along a path approximately parallel to Green Street, said path to correspond with the western boundary line of a future extension of Summit Street, to a point;

Thence, West Northwesterly a distance of 375 feet, more or less, along a bearing to be determined, said path to correspond with the northern boundary line of the future Ballpark parcel, to a point of intersection with the boundary line of property now or formerly of the NEW YORK CENTRAL LINES LLC;

Thence, Southwesterly 455 feet, more or less, along the southeastern boundary line of property now or formerly of the NEW YORK CENTRAL LINES LLC, to the point of beginning.

SECTION III

The parcel boundaries of the LEFT FIELD BUILDING will be established at a later date, but are generally described hereinafter in this Section III for purposes of distinguishing from the BALLPARK DISTRICT.

Beginning at a point of intersection where the southeastern boundary line of property now or formerly of NEW YORK CENTRAL LINES LLC meets the northern boundary line of the future Ballpark parcel defined in Section II above;

Thence, East Southeasterly a distance of 340 feet, more or less, along a bearing to be determined, said path to correspond with the northern boundary line of the future Ballpark parcel, to a point;

Thence, Northerly 100 feet, more or less, along a bearing approximately parallel to a future extension of Summit Street, to a point on the northern boundary line of Plymouth Street;

Thence, Easterly 35 feet, more or less, along the northern boundary line of Plymouth Street, to a point;

Thence, Northerly approximately 193 feet, more or less, along a path approximately parallel to Green Street, to a point on the southern boundary line of property now or formerly of the CITY OF WORCESTER;

Thence, Westerly approximately 75 feet, more or less, along the southern boundary line of property now or formerly of the CITY OF WORCESTER, to a point;

Thence, Southwesterly 350 feet, more or less, along the southeastern boundary line of property now or formerly of the NEW YORK CENTRAL LINES LLC, to the point of beginning.

Schedule B

Master Plan dated May 8, 2018

On file with the Parties.

Schedule C

Key Ballpark Elements

The purpose of this Schedule C is to set forth certain, but not all, elements of a Triple-A ballpark with fan amenities, player development facilities, and publicly accessible areas for year-round use. It is intended that the facilities be designed to support the civic agenda of expanding the Canal District; be designed in a manner that complements the distinctive architectural characteristics of the area; be designed to be a leader in environmental design and be designed to be a leader in the application of advanced technology in and around the Ballpark.

The Parties intend to place great emphasis on the public-facing side of the Ballpark. While the business, operations, and baseball training facilities portions of the Ballpark are of paramount importance for a successful venue and for player development, finishes and any otherwise "elective" elements of these spaces will be designed for function and long term maintenance in order to direct as much of the Ballpark Design and Construction Costs as is reasonably possible to areas that enhance the civic presence of the structure and spaces that are created for fan use and enjoyment.

The Parties reasonably anticipate that the Ballpark will include the following elements. This list is not intended to be exhaustive and remains subject to further refinement pursuant to the Ballpark planning and design processes and standards set forth in the Letter of Intent.

1. Capacity of approximately 10,000
2. Customary scoreboard, sound, and IT systems
3. Retail, food and beverage concessions, commissary, central kitchen, pantries, points of sale, and small wares
4. Customary clubhouse areas, including equipped weight room, training room, batting cages, laundry facilities, and an auxiliary clubhouse, space and budget permitting
5. Playing Field, drainage system, field lights, and bullpens
6. Team staff offices, meeting rooms, and media facilities
7. Service area, loading dock, dumpster locations, compactors, and recycling space
8. Parking for players, coaches, baseball personnel, Team personnel, and game day requirements
9. Graphics and signage
10. FF&E

Included Costs

- Architectural services
- Engineering services
- Construction costs
- Building permit fees
- Ballpark Delivery Team costs
- Inspection costs
- Survey costs
- Conduit Costs (see Section 3)
- TPM, Project graphic designer, and Project art consultant costs as identified in Schedule D

Excluded Costs

The following shall not be included in the Ballpark Design and Construction Costs, and shall be paid for in full by the Team or the City as provided below:

City Costs

- Land acquisition, entitlements, and zoning
- Provision and preparation of utilities to connections within the Ballpark Parcel, including the Ballpark
- Site preparation, including removal of underground structures and other site “work-arounds” acceptable to the Team, except as otherwise provided in the Letter of Intent
- Soil removal and remediation costs
- Police associated with closing public ways during construction
- Any costs associated with construction interfering with neighboring businesses’ operations

Team Costs (“Team FF&E”)

- Artwork of Team and baseball moments
- Exhibits of Team memorabilia
- Ushers and event staff uniforms, team uniforms, and any other wearable apparel
- Mascot uniforms
- Baseball equipment
- Personal IT equipment, computers, and phone systems (Note that the system and backbone are part of the project.)
- Team furniture and other personal property brought to the Ballpark

Schedule D

Project Sources and Uses; Timing of Sources

Project Sources and Uses

Ballpark Project Sources and Uses of Funds (\$M)	
Ballpark	
Team	
Cash Investment	6.0
Rent (Series B Bonds)	<u>25.9</u>
Total, Team	31.9
City (Series A Bonds)	54.1
Total, Ballpark	<u>86.0</u>
Site Costs	
City (Series A Bonds)	8.5
Total	<u>94.5</u>

Note: Bonds represent net bond proceeds at closing plus allocable investment earnings

Timing of Sources

The City will issue general obligation bonds generating net proceeds, inclusive of investment earnings, of approximately \$62,600,000 (the “Series A Bonds”) and \$25,900,000 (the “Series B Bonds,” and together with the Series A Bonds, the “Bonds”). The City will issue the Series A and Series B Bonds simultaneously as soon as practicable; provided that the Parties will endeavor to finance the Ballpark with the lowest possible cost of capital for all Parties and any borrowing completed by the City shall be completed only in accordance with the City’s overall borrowing and debt strategy. The Team shall fully participate in the pricing of the Series B Bonds and shall have the right to approve the interest rate and terms on the Series B Bonds.

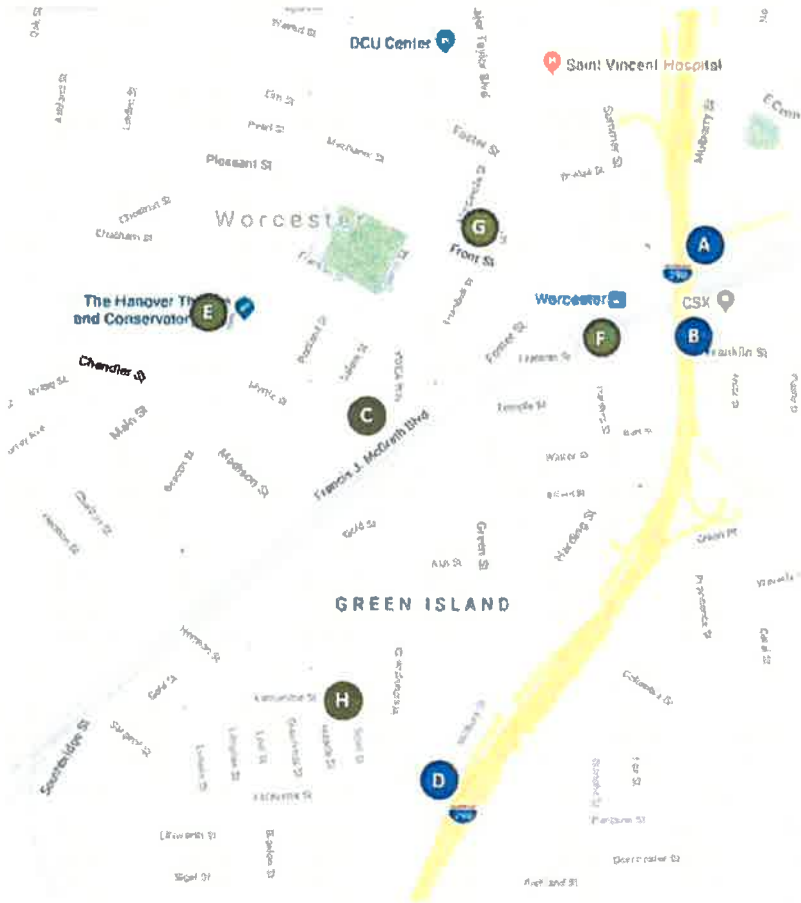
The Team, in its sole discretion, may elect to make a portion of the Team Equity Contribution available for a specific and defined use that is part of the Project and is in the Cost Estimate, which use shall be determined by the Team and approved in writing by the City (each, a “Defined Equity Use”), and which shall include the right to supplement the OPM and Designer by retaining a Team project manager (“TPM”), Project graphic designer, and Project art consultant, whose work and participation shall be seamless with respect to the Project, and the aggregate cost of which shall not exceed \$2,000,000. The Team Equity Contribution shall only be used for Defined Equity Uses, as determined by the Team and approved by the City, the costs of which shall be documented by the Team to the City’s reasonable satisfaction.

The Team will submit the Team Equity Contribution, less any Defined Equity Uses, in two equal payments due no later than December 31, 2019 and December 31, 2020, respectively, as a gift to the City Council, pursuant to M.G.L. Chapter 44 Sec. 53A, which amount shall be deposited in to an account (the “Team Equity Contribution Account”) for use in accordance with this Letter of Intent and the terms of the gift. If funds remain in the Team Equity Contribution Account after all Defined Equity Uses have been fully funded, such remaining funds may be used for purposes of the Project as agreed to by the Parties.

Schedule E

City Parking Lots

MAP OF EXISTING MUNICIPAL GARAGES & PARKING LOTS



Amtrak/MBTA Lot (A)
25 Shrewsbury St., Worcester, MA

Expressway Area C Lot (B)
39 Grafton St., Worcester, MA

McGrath Lot/Library (C)
40 Salem St., Worcester, MA

Millbury Street Lot (D)
51 Millbury St., Worcester, MA

Federal Plaza (E)
570 Main St., Worcester, MA

Union Station (F)
225 Franklin St., Worcester, MA

Worcester Common (G)
3 Eaton Pl., Worcester, MA

Meade Street Lot (H)
19 Lamartine St., Worcester, MA

Parking Fee: \$5.00

Parking Fee: \$10.00



Edward M. Augustus, Jr.
City Manager

CITY OF WORCESTER

August 17, 2018

Mr. Denis Dowdle, Principal
Madison Downtown Holdings, LLC
667 Boylston Street Suite 201
Boston, MA 02116

Re: Letter of Intent/Expression of Objectives
Green Island Redevelopment Project

Dear Mr. Dowdle:

This Letter of Intent (“**Letter**”) is written to reflect the shared objectives and understandings of Madison Downtown Holdings, LLC (“**Madison**”) and the City of Worcester (the “**City**”, together with Madison, the “**Parties**”) concerning the redevelopment of approximately 17.5 acres of land in and around Madison Street in Worcester (the “**Site**”) as shown (together with other properties) on Exhibit A. The Site is a part of the Downtown Urban Revitalization Area (“**Area**”), which was the subject of the Downtown Urban Revitalization Plan (the “**Plan**”) that was adopted by the Worcester Redevelopment Authority (“**WRA**”) and approved by the City and the Commonwealth of Massachusetts in 2016. Working cooperatively, Madison and the City have outlined a redevelopment project for the Site (the “**Project**”, as detailed in this Letter) in a manner that is consistent with the objectives expressed in the Plan.

As detailed in the Plan, the City’s overall goal for the Area is to create an environment that has a strong identity and sense of place within downtown Worcester, and to identify buildings and sites that provide primary transformation opportunities for institutional, housing, commercial, and entertainment/cultural uses, and the infrastructure improvements needed to support those uses. The Plan embraces, and seeks to build upon, the area’s historic legacy by focusing on development projects that:

- Act as a catalyst for private investment;
- Create temporary employment opportunities during construction, then sustainable and permanent jobs in a wide variety of fields;
- Provide a wide range of leasable space options for new and existing local businesses and institutions;
- Provide amenities and interesting programming which will encourage repeat visits to downtown by area residents and students;

- Provide opportunities for market rate housing in the downtown area;
- Return vacant and underutilized land to the City's tax rolls;
- Providing adequate and strategically located fee-based parking facilities; and
- Improve retention of college graduates in the area.

Each of these objectives (collectively, the “**Goals**”) will inform our joint approach to the Project consistent with this Letter. The Parties acknowledge that important aspects of the Project are conceptual, and that the further definition of the elements of the Project could affect the Parties' positions regarding the Project, so it is premature to attempt to develop a complete or definitive statement of all the terms and conditions of any agreement between them regarding the Project. The negotiation of terms and conditions satisfactory to the Parties will continue as the planning of the Project proceeds and before a legally binding agreement is completed. This Letter is intended to be non-binding and to serve as a guideline for the negotiations necessary to finalize an agreement between the Parties with respect to the Project (the “**Development Agreement**”) which the Parties agree to use their respective commercially reasonable efforts to complete as soon as reasonably practicable or in alignment with a mutually agreeable milestone.

1. The Site

The Site is currently owned in fee by Wyman Gordon Company and its affiliates (collectively, “**Wyman Gordon**”). A portion of the Site consists of approximately six (6) acres of land on the north side of Madison Street (“**WG North**”) which, along with seven (7) additional parcels (the “**Additional Parcels**”), are shown on Exhibit A. Madison has executed a Purchase and Sale Agreement dated May 24, 2018 to purchase the Site (the “**Purchase Agreement**”) and is currently undertaking due diligence in accordance with that agreement. At the end of the due diligence period, assuming that Madison does not elect to terminate the transaction, Madison intends to purchase the Site from Wyman Gordon on or about the closing date set forth in the Purchase Agreement, being in the Fall of 2018.

In addition to the Site, Madison has proposed to make good faith efforts to enter into binding agreements to acquire the Additional Parcels, subject to more detailed discussion with the City pertaining to the timing of such acquisition and the cost and condition of the Additional Parcels; provided, however, the Parties agree there is no expectation that Madison will acquire the Additional Parcels and convey same to the City prior to reaching an agreement on the exchange of additional land and rights in land located north of Madison Street (the “**Additional Land Exchange**”), which shall be detailed in the Development Agreement. The Parties are currently engaged in a master planning effort for the Site and the Additional Parcels (the “**Master Plan**”), which they each agree to continue and support as they work toward the Development Agreement.

2. The Development Project

Madison has proposed to undertake the redevelopment of the portion of the Site on the southerly side of Madison Street and north of WG North (inclusive of portions of the Additional Parcels) as shown on Exhibit A (the “**Development Site**”) in general accordance with the program and the schedule outlined on Exhibit B (the “**Development Project**”) as same may be revised by Madison from time to time; provided, however, that Parties acknowledge that, while Exhibit B represents a reasonable expectation of the scope and timing of the Development Project, it is subject to market forces and general economic conditions; and, provided further, that Madison shall not modify the Development Project without the prior approval of the City which approval shall not be unreasonably withheld, delayed or conditioned.

3. The Ballpark Project

In cooperation with the Commonwealth, the City is working with the owners of the Pawtucket Red Sox (the “**Club**”) to bring the Club to Worcester. As a part of that effort, the City and the Club are in discussions about the development of a municipally owned baseball park on a portion of the Site comprised of a portion of WG North and a portion of the Additional Parcels as shown on Exhibit A (the “**Ballpark Site**”) in general accordance with the program and schedule outlined on Exhibit B (the “**Ballpark Development Project**”).

4. The Parking Garage

As part of its overall strategy relating to the off street parking supply in Worcester and in an effort to support the Ballpark Project and the Development Project, the City has proposed to develop and lease to Madison (the “**Garage Lease**”) a 350 space parking garage within the Development Site (the “**Parking Garage Site**”) in general accordance with the program and schedule outlined on Exhibit B (the “**Parking Garage**”). As noted in Exhibit B, the Parking Garage and the Garage Lease are anticipated to include approximately 30,000 SF of cold retail space.

The Parking Garage shall be developed in accordance with the Master Plan and will be designed by Madison in cooperation with, and subject to the approval of, the City. Details pertaining to the extent of design to be provided by Madison shall be set forth in the Development Agreement. The Parking Garage shall be constructed by the City in cooperation with, and subject to the approval of, Madison so that it will serve as the foundation base for two buildings that are included as a part of the Development Project. Given the integrated nature of the Development Project and the Parking Garage, the Parties agree to consider whether it is in their collective best interest for Madison to build the Parking Garage as the City’s agent (with funding to be provided by the City) as a part of the negotiation of the Development Agreement, subject to compliance with applicable law.

Taken together, the Development Project, the Ballpark Project and the Parking Garage make up the Project. The Parties agree to use their reasonable efforts to continue to pursue and develop their respective portions of the Project in every respect.

5. Amendment to the Plan; Additional Development Parcels; Other Potential Actions

In order to pursue the Project, the City has proposed, and is working with the WRA to adopt, an amendment to the Plan, which is proposed to include the expansion of the Area so as to include property east of Washington Street and north of Madison Street as shown on Exhibit A, and potentially other parcels. The City may elect to acquire some or all of the Additional Parcels on its own account or through its nominee in conjunction with implementation of the Project.

In addition to the amendment to the Plan, the City, either on its own account or with the assistance of one or more third parties, may pursue additional public actions related to the Project, including, without limitation, the creation of an invested revenue district in accordance with the requirements of Mass. Gen. L. c. 40Q to complement the actions contemplated in the Plan. Madison agrees to reasonably cooperate with the City, the WRA and the City's third parties in the pursuit of such actions.

6. Proposed Land Transfers

Subject to the satisfaction of the obligations set forth in this Letter in a non-binding manner as may be modified by the Parties and subject to the specific obligations, terms and conditions satisfactory to the Parties, the Parties anticipate the execution of a Development Agreement providing for the following transfer of land and interests in land:

- a. Madison shall convey to the City: (i) the WG North portion of the Ballpark Site; and (ii) the Parking Garage Site, subject to appropriate and necessary reserved air rights and reserved or reciprocal easement rights as necessary to support the Development Project and the Parking Garage; it being anticipated that Madison will construct and own two (2) buildings upon the Parking Garage;
- b. Madison shall convey such portions of the Development Site and the Additional Parcels as may be desired by the City and are acceptable to Madison for the construction, maintenance and operation of public ways and public spaces, each to be constructed and maintained by the City;
- c. The Parties shall complete the Additional Land Exchange as shall be agreed to in the Development Agreement; and
- d. The Parties shall execute the Garage Lease. Final terms of the Garage Lease shall be negotiated by the Parties, but shall: (i) be for a term of not less than twenty (20) years plus extensions available to Madison and acceptable to the City for up to one hundred (100) additional years; (ii) include an obligation by Madison to pay annual rent to the City of \$250,000.00 for the first five (5) years of the term, plus: (a) annual increases after the fifth year of the term equal to 2% per year ; and (b) a contribution by the Parties to appropriate capital reserve accounts to be funded through a parking surcharge in an amount agreed to by the Parties; (iii) permit the City to use the interior of the Parking Garage for advertising reasonably acceptable to Madison and to retain the revenue from such advertising; and (iv) include a provision requiring Madison to permit the Club to use the Parking Garage on terms to be agreed between Madison and the Club.

7. Conditions on Land Transfer

The proposed land transfers set forth in paragraph 6 above shall be detailed in the Development Agreement and shall be subject to the following provisions, which, to the extent required by applicable law, shall be further subject to the approval of the Worcester City Council:

- a. A Tax Increment Financing Agreement relative to the hotel to be constructed as part of the portion of the Development Project on the southerly side of Madison Street creating an exemption from real estate taxes due at a rate of forty (40%) percent for the first five (5) years and thirty-five (35%) percent for years six (6) through ten (10);
- b. A Tax Increment Exemption Agreement relative to the apartment component of Phase 1 of the Development Project creating an exemption from real estate taxes due at a rate of fifteen (15%) percent for the first five (5) years, twenty (20%) percent for years six (6) through ten (10), and twenty-five (25%) percent for years eleven (11) through fifteen (15);
- c. A Tax Increment Financing Agreement relative to the hotel to be constructed as part of the Development Project on the north side of Madison Street creating an exemption from real estate taxes due at a rate of twenty (20%) percent for twenty (20) years;
- d. A binding commitment of State Tax Credits pursuant to the Housing Development Incentive Program (“**HDIP**”) relative to the housing component of the Development Project of not less than Two Million Five Hundred Thousand (\$2,500,000) Dollars;
- e. On the condition that significant portions of the Phase 1 portions of the Development Project are ready for occupancy on a schedule generally consistent with Exhibit B as will be more fully developed by the Parties, an agreement acceptable to the Parties with respect to: (a) an extension of the Tax Increment Exemption Agreement described in Section 7(b) above for the apartment component of Phase 2 of the Development Project; and (b) a Tax Increment Exemption Agreement and/or Tax Increment Financing Agreement for future phases of the Development Project in an amount consistent with or greater than Phase 1; provided, however, that the Development Agreement shall acknowledge that Developer’s compliance with the schedule requirements to be agreed upon shall be extended to accommodate delays caused by the failure to complete the Parking Garage;
- f. An agreement between the Parties regarding the Additional Land Exchange, which shall detail the exchange of land and rights in land relating to the use of WG North, the Additional Parcels, land owned by the City located north of Madison Street that may be needed for the Development Project, and circulation needs of the Parties and the Club with respect to the Project. Such agreement shall address the apportionment,

as between the Parties, of the costs and responsibility related to the following issues, without limitation: (a) the value of the portion of WG North that is not within the Ballpark Site; (b) the acquisition, management, demolition of improvements on, and proposed transfer of, the Additional Parcels; (c) the conveyance of such portions of public ways and the so-called General Pickett Lot to Madison that may be necessary for the Development Project or access to the Development Project;

- g. The City's commitment to support Madison's request for additional HDIP funding for the housing component of future phases of the Development Project;
- h. An agreement approved by the Massachusetts Department of Environmental Protection allowing the transfer by the City of certain suitable material between WG North and the Development Site as may be necessary to support the Project, including, without limitation, the placement by the City of such fill from WG North and, subject to applicable procurement requirements, other locations, as requested by Madison to reasonably accommodate Madison's plans to construct a surface parking lot, and Madison's commitment to cooperate with the transfer of such material;
- i. An agreement that the initial construction of the Development Project shall be exempt from the first \$2,000,000 in building permit, water and sewer connection fees generally assessed by the City;
- j. Cooperation by the City to permanently and irrevocable abandon those streets and/or unused utility and infrastructure easements necessary to complete the Development Project as approved by the City;
- k. An agreement with respect to the provisions of mutually acceptable zoning, whether by means of an overlay district or otherwise, relative to redevelopment of the Site that would permit the completion of the Development Project;
- l. The City's agreement to undertake the infrastructure and other public improvements in and around the Site, including the reconstruction of Lamartine Street, the design and construction of Lamartine Street Extension, and the Washington Street reconstruction (Lamartine to Madison) (the "**Phase I Improvements**") and any other public streets or ways which may go through the Development Site and the public concourse as shown on the plan and consistent with the schedule set forth in Exhibit C with a commitment to complete the Phase I Improvements by a date necessary to accommodate the Development Project. Such infrastructure shall include sufficient services with appropriate lateral connection points for water and sewer service to the Development Project; and
- m. The agreement of the City that, to the extent the City and the Club work cooperatively in a branding effort for the Site and its surrounding neighborhood including potential advertising opportunities within the Site, Madison shall be permitted to be an active participant in such discussions and efforts; provided, however, that such participation shall not include the sharing of costs or revenue opportunities.

8. Public Outreach

The Parties agree that the nature of the Project is such that it will require public outreach and conversation with the immediate and greater communities and agree to cooperate with each other on public outreach in the pursuit and completion of the Project and any large-scale public realm improvements.

9. Pre-Conditions to the Project

The Parties acknowledge that the Project is conceptual, has not yet been designed or engineered, and is subject to review by the public, key City and Commonwealth agencies and Departments, and certain environmental and other permitting requirements (including, without limitation, the requirements of the Massachusetts Environmental Policy Act (“MEPA”)) and the further agreement of the Parties, as shall be set forth in the Development Agreement. In particular, and without limitation, the City agrees that the location of the proposed extension of Lamartine Street to Madison Street as shown on Exhibit C is subject in all events to the approval of Madison and that the location of such extension shall be designed so as to maximize the development potential of the Development Site. Similarly, the Parties agree that the design of the Parking Garage shall be performed by Madison so as to insure that the parking spaces subject to the Garage Lease have an exclusive (when required by Madison) means of access and egress separate and distinct from the use of the Parking Garage as may be generated by events occurring at the Ballpark Site.

The Parties shall be responsible for the diligent pursuit of all such permits and approvals associated with their respective portions of the Project; provided, however, that to the extent the Project requires approval pursuant to MEPA, the Parties shall cause a single Environmental Impact Report to be prepared and filed and shall share all costs and expenses associated with such application and approval in an equitable manner, including but not limited to implementing any and all improvements to public ways or utilities required by the Secretary of Energy and Environmental Affairs.

10. Consideration

The preliminary understandings set forth in this Letter are subject to, at each Party’s option, the completion of appraisals and cost estimates and other due diligence to each Party’s satisfaction in its sole and absolute discretion so that each Party may determine that undertakings to be completed in the Development Agreement are consistent with the Goals and with each Party’s objectives, requirements in this Letter, requirements to be set forth in the Development Agreement, and with applicable law. In addition to the value of the land exchanges as set forth in this Letter, in considering the value to the Project being provided by the City, the Parties shall consider the value ascribed on account of the relocation of the Club to the Site and to the City’s agreement to undertake the infrastructure and other public improvements, the conditions on the land transfer as set forth in this Letter, and the City’s commitment to pursue assistance on the Project from the Commonwealth of Massachusetts.

11. Schedule

It is anticipated that the Club will make a determination as to whether to relocate the Club to Worcester and proceed with the Ballpark Project on or before September 30, 2018. In the event that the Club does not elect to proceed with such relocation by written statement to the City on or before September 30, 2018, this Letter shall no longer reflect the shared objectives and understandings of the Parties relative to redevelopment of the Site. Notwithstanding, the City commits to work with Madison thereafter to assist in redevelopment of the Development Site consistent with the Development Project.

12. Environmental Matters

The Parties acknowledge that the Site has been used for industrial uses for more than one hundred years and the environmental condition of the Site is a key consideration with respect to the use of the Site in the future. All agreements reached between the Parties will be subject to an agreement on environmental matters in a manner that is satisfactory to all Parties including, but not limited, with respect to the assessment and remediation of the Disposal Sites (as defined by the Massachusetts Contingency Plan) that include any portion of the Site.

* * * *

[signature page follows]

Madison Downtown Holdings, LLC
August 17, 2018
Page 9

We enclose two copies of this Letter for your review. Should the terms meet with your approval, we ask that you execute all copies and return an original copy for the City's files.

Thank you. We look forward to working with you toward a mutually satisfactory transaction.


Sincerely,

CITY OF WORCESTER

By: 
Edward M. Augustus, Jr., City Manager

AGREED AND ASSENTED TO: August 17, 2018

MADISON DOWNTOWN HOLDINGS, LLC

By: 
Denis Dowdle
Duly authorized

Enclosures:

Exhibit A – The Site

Exhibit B – Program and Schedule

Exhibit C – The Off-Site Infrastructure and Other Public Improvements

EXHIBIT A

THE SITE



EXHIBIT B

PROGRAM AND SCHEDULE GREEN ISLAND REDEVELOPMENT PROJECT

The Development Project (Phase 1) – South Side of Madison

- Not fewer than 225 market rate apartments
- Approximately 50,000 gross square feet (SF) of retail/restaurant. 30,000 SF of which is to be built as part of the Parking Garage
- 150 hotel rooms in “Hotel 1”
- Occupancy not later than January 1, 2021

The Development Project (Phase 1) – North Side of Madison

- 100 hotel rooms in “Hotel 2”
- Approximately 15,000 sf retail/restaurant
- Approximately 200/280 parking spaces
- Completion of construction contemporaneously with opening of the Ballpark

Additional Development (Phase 2)

- Two additional buildings being a residential/office/mixed use concept consisting of a total of approximately 200,000 sf of floor area (not including the Stanley Tool building site)

The Ballpark Project

- 9,000 person capacity Ballpark
- 40 surface parking spaces, plus bus parking
- 26,000 sf Ballpark Retail

The Parking Garage

- 350 parking spaces on one (1) level
- Approximately 30,000 sf of cold retail space
- Occupancy not later than January 1, 2021

Capitalized terms used in this Exhibit B and not otherwise defined have the meanings ascribed to them in the Letter.

EXHIBIT C (cont.)

Streets included as a part of the Off-Site Infrastructure and other Public Improvements:

Lamartine Street (Quinsigamond Avenue to Madison Street)
Street Construction/Reconstruction
Lamartine Street Reconstruction (Hermon Street to Washington Street)
Washington Street Reconstruction (Lamartine Street to Madison Street)
Madison Street Resurfacing (Gold Street to Green Street)
Green Street Resurfacing (Madison Street to Temple Street)
Summit Street Construction/Reconstruction (Ash Street to Plymouth Street)
Ash Street Reconstruction (Green Street to Summit Street)
Gold Street Reconstruction (Green Street to Summit Street)
Plymouth Street Reconstruction (Green Street to Summit Street)
Traffic Signal at Quinsigamond Avenue @ Lamartine Street
Traffic Signal at Hermon Street @ Lamartine Street
Traffic Signal at Lamartine Street @ Madison Street

The improvements included with this Exhibit C are subject to the prioritization set forth in paragraph 7.L of this Letter and to modification resulting from the infrastructure master plan efforts to be undertaken by the Parties in cooperation with the Club.

City of Worcester

WHEREAS, the City of Worcester has a “once in a lifetime” opportunity to become the home of the Boston Red Sox’ Triple A affiliated baseball club; and,

WHEREAS, to turn this opportunity into a reality the City Manager of the city of Worcester has negotiated and executed a Letter of Intent with the owners of the current Boston Red Sox Triple A baseball club, whereby the City is agreeing to construct an appropriate ballpark facility, together with associated public improvements, and to enable extensive private development, all of which to occur on a site which has remained vacant and blighted for decades and all of which is to be ready for the commencement of the 2021 baseball season (the “Ballpark Project” or “Project”); and,

WHEREAS, the City Council has reviewed both the Project plans and the financial plans as proposed by the City Manager, including plans for the community use of the Ballpark facility, the enhancement of the surrounding areas, including the Canal District, as well as the reconfiguration by the Commonwealth of Kelly Square; and,

WHEREAS, the City Council understands that the financial plan developed by the City Manager stands on the fundamental principle that no existing tax dollars will be diverted to the construction or operation of this Ballpark facility or to any other aspect of the Ballpark Project; and,

WHEREAS, the City Council further understands that various components of the Project plans require the approval of various City Boards and Commissions and that the implementation of this Project will require significant actions of the Worcester Redevelopment Authority and that, in such approvals and implementation that certain elements of the proposed Project plans may require modifications, amendments or greater specificity; and

WHEREAS, the City Council, understanding the intense complexity in the planning, permitting, financing and implementation, all within the aggressive timelines of this undertaking, does hereby Resolve and Declare as follows:

NOW, THEREFORE, BE IT ORDERED AND RESOLVED *that*,

1. The Worcester City Council stands in full support of the Ballpark Project as presented by the City Manager;

2. The City Council wishes to expedite actions that it will be asked to take to advance the Project, including the scheduling of public hearings and committee meetings;
3. The City Council urges any and all City Boards and Commissions, including the Worcester Redevelopment Authority, to likewise expedite their agendas so as to carry out their public functions with regard to any aspect of the Project as expeditiously as possible;
4. The City Manager be and is hereby authorized on behalf of the city of Worcester to do all things reasonably necessary and proper to carry out the planning, permitting, financing and implementation of this undertaking, all within the aggressive timelines provided for in the Letter of Intent;
5. Included within, but not limited by, the authority granted hereby, the City Manager be and he is hereby specifically authorized:
 - A. To enter into a "Cooperation Agreement" with the Worcester Redevelopment Authority and to amend the same from time to time;
 - B. To file any and all applications for Project related grants and gifts;
 - C. To accept on behalf of the City Project-related grants, gifts and in-kind contributions and implement any such Project-related grant, gift or contribution awarded to the City of Worcester in accordance with any restrictions that may be placed upon any such grant, gift or in-kind contribution;
 - D. To approve the precise location of the South Site Parking Garage by approving a metes and bounds description of the site of the parking garage;
 - E. To accept the conveyance of a parcel of land on the South parcel of the development site sufficient for the construction by the City of a public parking garage;
 - F. To lease to Madison Downtown Holdings, LLC, or its nominee a parking garage to be constructed and located on the South Parcel of the development site;
 - G. To approve the precise site of any other Project elements, including both the public and private development components, by approving a metes and bounds description of any new or revised location of any such Project element;
 - H. To enter into leases involving any element of the Project to be leased by the City either as lessee or lessor including leases with terms up to 30 years;
 - I. To enter into contracts for terms greater than three years;

- J. To approve, subject to City Council and Planning Board approval, of plans for the relocation or discontinuance of any city streets;
 - K. To approve, subject to City Council ratification, of plans for the relocation of any underground water and sewer locations easement.
-
- 6. The City Manager shall report to the City Council at the first appropriate opportunity any action taken under authority of this Order & Resolution;
 - 7. Nothing herein shall act to supersede any legal authority granted to the City Council by the City Charter, the General Laws, any related Special Acts or the Constitution of the Commonwealth of Massachusetts;
 - 8. No action taken under the authority granted herein which involves the payment of City funds shall be valid in the absence of an appropriation sufficient to fund the specific action involved;
 - 9. This order, or any portion thereof, may be rescinded at any time by vote of the City Council, and, in such event, any actions taken under this Order prior to its rescission shall remain valid unless there has been no detrimental reliance thereon by third parties. Notwithstanding the above, the authority granted by this Order shall expire on June 30, 2021 if not sooner rescinded as stated herein.

CITY OF WORCESTER

LOAN ORDER

Baseball Ballpark and Urban Redevelopment Project

ORDERED: That One Hundred Million Eight Hundred Forty Thousand Dollars \$100,840,000 is hereby appropriated to pay costs of acquiring land and interests in land for, and the design, construction, original equipping and furnishing of a baseball ballpark, and for the payment of the costs of any ancillary redevelopment projects in and around such baseball ballpark, including, but not limited to roadway and utility improvements, the payment of capitalized interest and all other costs incidental and related thereto, said amount being appropriated to Account #04C756 Baseball Ballpark/Urban Renewal and that to meet this appropriation, the City Treasurer, with the approval of the City Manager, is hereby authorized to borrow One Hundred Million Eight Hundred Forty Thousand Dollars \$100,840,000 under and pursuant to M.G.L. c. 40Q, c. 44, §7(1), c. 121B, §20, as amended and supplemented, or pursuant any other enabling authority, and to issue bonds or notes of the City therefor.

In order to accomplish the purposes of this order, the City Manager is authorized to acquire by purchase, gift or eminent domain, the various properties identified in Exhibit A to this order, as well as any other interests in land necessary or convenient to the carrying out of the purposes of this order. The City Manager is further authorized to enter into any leases or other arrangements with the Pawtucket Red Sox Baseball Club, LLC, or any successor thereto, or any other person or entity, including but not limited to the Worcester Redevelopment Authority, to effectuate the purposes of this order.

ORDERED: Any premium received upon the sale of any bonds or notes approved by this order, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this order in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

City of Worcester

BE IT ORDERED that, pursuant to the recommendation of the city manager, the table of authorized positions appearing in the FY 2019 Budget Recommendations of the City Manager for the Executive Office of Economic Development be revised and amended by adding the position of Special Project Coordinator and indicating that one such position is authorized and funded for the remainder of the fiscal year.

Permit Fees Reduction Ordinance

AN ORDINANCE RELATIVE TO CERTAIN PERMIT AND INSPECTION FEES FOR THE BALLPARK PROJECT

Be it Ordained by the City Council of the City of Worcester, as follows:

Section 1. Chapter two of the Revised Ordinances of 2008 is hereby amended by inserting a new section twenty-nine D as follows:

§ 29D. Ballpark Project Permit Fees

(a) Notwithstanding the provisions of any ordinance, rule or regulation to the contrary, the city manager, upon a recommendation from the Chief Development Officer, shall have authority to waive the first Two-Million (\$2,000,000.00) of the permit processing and inspectional fees which would ordinarily be charged to Madison Downtown Holdings, LLC, or its nominee, by the City for the building permit(s), water connection permit and sewer connection permit as the same are required for the Ballpark Project.

(b) Each application for a fee waiver under this ordinance shall be submitted by the Commissioner of Inspectional Services or the Commissioner of Public Works and Parks, as the case may be, to the Chief Financial Officer of the City who shall keep a record of the total amount of fees waived to-date and shall notify said commissioners when the total fees waived equals Two-Million Dollars and advising them that they may begin charging the ordinary fees.

(c) The waiver of fees pursuant to this ordinance is done so because time is of the essence in the construction of taxable improvements on the Ballpark parcel. This ordinance shall expire on June 30, 2021 and the fees otherwise then in effect shall apply to any permits issued after such date.

**RESOLUTION
APPROVING CERTIFIED PROJECT APPLICATION OF
MADISON DOWNTOWN HOLDINGS, LLC**

WHEREAS: Madison Downtown Holdings, LLC, or its nominee, (the DEVELOPER) seeks authorization to apply for designation as a Certified Project under the Massachusetts Economic Development Incentive Program (EDIP) created by Chapter 23A of Massachusetts General Laws and thereby qualifying the DEVELOPER for Tax Increment Financing (TIF); and

WHEREAS: The DEVELOPER meets the minimum standards of the EDIP and the local economic development goals and criteria established as part of the City of Worcester's designation as an Economic Target Area (ETA); and

WHEREAS: The DEVELOPER will be constructing a hotel of approximately 150 rooms on the southerly side of Madison Street, with a specific parcel identification to be determined (the PROJECT); and

WHEREAS: The PROJECT is expected to generate incremental assessed value of approximately \$14 million to \$15 million and create approximately 50 full-time jobs; and

WHEREAS: The DEVELOPER will make every effort to ensure that all of the positions will be filled by or made available to residents of the city of Worcester; and

WHEREAS: The city of Worcester has agreed to offer a Tax Increment Financing (TIF) schedule to the DEVELOPER, the property owner and taxpayer of record. The following is a summary of the amount of taxes to be paid to the city for the ten-year term of the TIF, which will commence on July 1, 2021:

Year 1 – Year 5: Base assessed value plus 60% of the incremental value;

Year 6 – Year 10: Base assessed value plus 65% of the incremental value;

WHEREAS: The TIF schedule will be in effect for a period of ten years beginning July 1, 2021 and in anticipation of an increase in value to the subject parcel as determined by the City of Worcester Assessing Division. While billing will continue to occur on a quarterly basis, the exemption for each TIF year will be calculated annually and will be reflected in the third quarter actual tax bill issued in December upon the realization of an increase in property value.

Exemption Average: 37.5% Over Ten Years

The TIF Schedule will end on June 30, 2031.

NOW, THEREFORE, BE IT RESOLVED

1. That the Worcester City Council hereby approves the Certified Project and authorizes the DEVELOPER'S application to the Economic Development Incentive Program;
2. That the city manager be and is hereby authorized to file the necessary information and materials with the Massachusetts Economic Assistance Coordinating Council;
3. That the city manager be and is hereby authorized to execute any actions necessary to carry out the Certified Project designation and TIF schedule.

**RESOLUTION
APPROVING CERTIFIED PROJECT APPLICATION OF
MADISON DOWNTOWN HOLDINGS, LLC**

WHEREAS: Madison Downtown Holdings, LLC, or its nominee, (the DEVELOPER) seeks authorization to apply for designation as a Certified Project under the Massachusetts Economic Development Incentive Program (EDIP) created by Chapter 23A of Massachusetts General Laws and thereby qualifying the DEVELOPER for Tax Increment Financing (TIF); and

WHEREAS: The DEVELOPER meets the minimum standards of the EDIP and the local economic development goals and criteria established as part of the City of Worcester's designation as an Economic Target Area (ETA); and

WHEREAS: The DEVELOPER will be constructing a hotel of approximately 100 rooms on the northerly side of Madison Street, with a specific parcel identification to be determined (the PROJECT); and

WHEREAS: The PROJECT is expected to generate incremental assessed value of approximately \$11 million to \$12 million and create approximately 35 full-time jobs; and

WHEREAS: The DEVELOPER will make every effort to ensure that all of the positions will be filled by or made available to residents of the city of Worcester; and

WHEREAS: The city of Worcester has agreed to offer a Tax Increment Financing (TIF) schedule to the DEVELOPER, the property owner and taxpayer of record. The following is a summary of the amount of taxes to be paid to the city for the twenty-year term of the TIF, which will commence on July 1, 2021:

Year 1 – Year 20: Base assessed value plus 80% of the incremental value;

WHEREAS: The TIF schedule will be in effect for a period of twenty years beginning July 1, 2021 and in anticipation of an increase in value to the subject parcel as determined by the City of Worcester Assessing Division. While billing will continue to occur on a quarterly basis, the exemption for each TIF year will be calculated annually and will be reflected in the third quarter actual tax bill issued in December upon the realization of an increase in property value.

Exemption Average: 20% Over Twenty Years

The TIF Schedule will end on June 30, 2041.

NOW, THEREFORE, BE IT RESOLVED

1. That the Worcester City Council hereby approves the Certified Project and authorizes the DEVELOPER'S application to the Economic Development Incentive Program;
2. That the city manager be and is hereby authorized to file the necessary information and materials with the Massachusetts Economic Assistance Coordinating Council;
3. That the city manager be and is hereby authorized to execute any actions necessary to carry out the Certified Project designation and TIF schedule.

**RESOLUTION
APPROVING CERTIFIED PROJECT APPLICATION OF
MADISON DOWNTOWN HOLDINGS, LLC**

WHEREAS: Madison Downtown Holdings, LLC, or its nominee, (the DEVELOPER) seeks authorization to apply for designation as a Certified Project under the Massachusetts Housing Development Incentive Program (HDIP) created by Chapter 40V of Massachusetts General Laws and thereby qualifying the DEVELOPER for a Tax Increment Exemption (TIF); and

WHEREAS: The DEVELOPER meets the minimum standards of the HDIP and the local economic development goals and criteria established as part of the City of Worcester's HDIP Zone; and

WHEREAS: The DEVELOPER will be constructing a market-rate apartment complex of approximately 250 units on the southerly side of Madison Street, with a specific parcel identification to be determined (the PROJECT); and

WHEREAS: The PROJECT is expected to generate incremental assessed value of approximately \$28 million to \$30 million; and

WHEREAS: The city of Worcester has agreed to offer a Tax Increment Exemption (TIE) schedule to the DEVELOPER, the property owner and taxpayer of record. The following is a summary of the amount of taxes to be paid to the city for the fifteen-year term of the TIE, which will commence on July 1, 2021:

Year 1 – Year 5: Base assessed value plus 85% of the incremental value;
Year 6 – Year 10: Base assessed value plus 80% of the incremental value;
Year 11 – Year 15: Base assessed value plus 75% of the incremental value;

WHEREAS: The TIE schedule will be in effect for a period of fifteen years beginning July 1, 2021 and in anticipation of an increase in value to the subject parcel as determined by the City of Worcester Assessing Division. While billing will continue to occur on a quarterly basis, the exemption for each TIF year will be calculated annually and will be reflected in the third quarter actual tax bill issued in December upon the realization of an increase in property value.

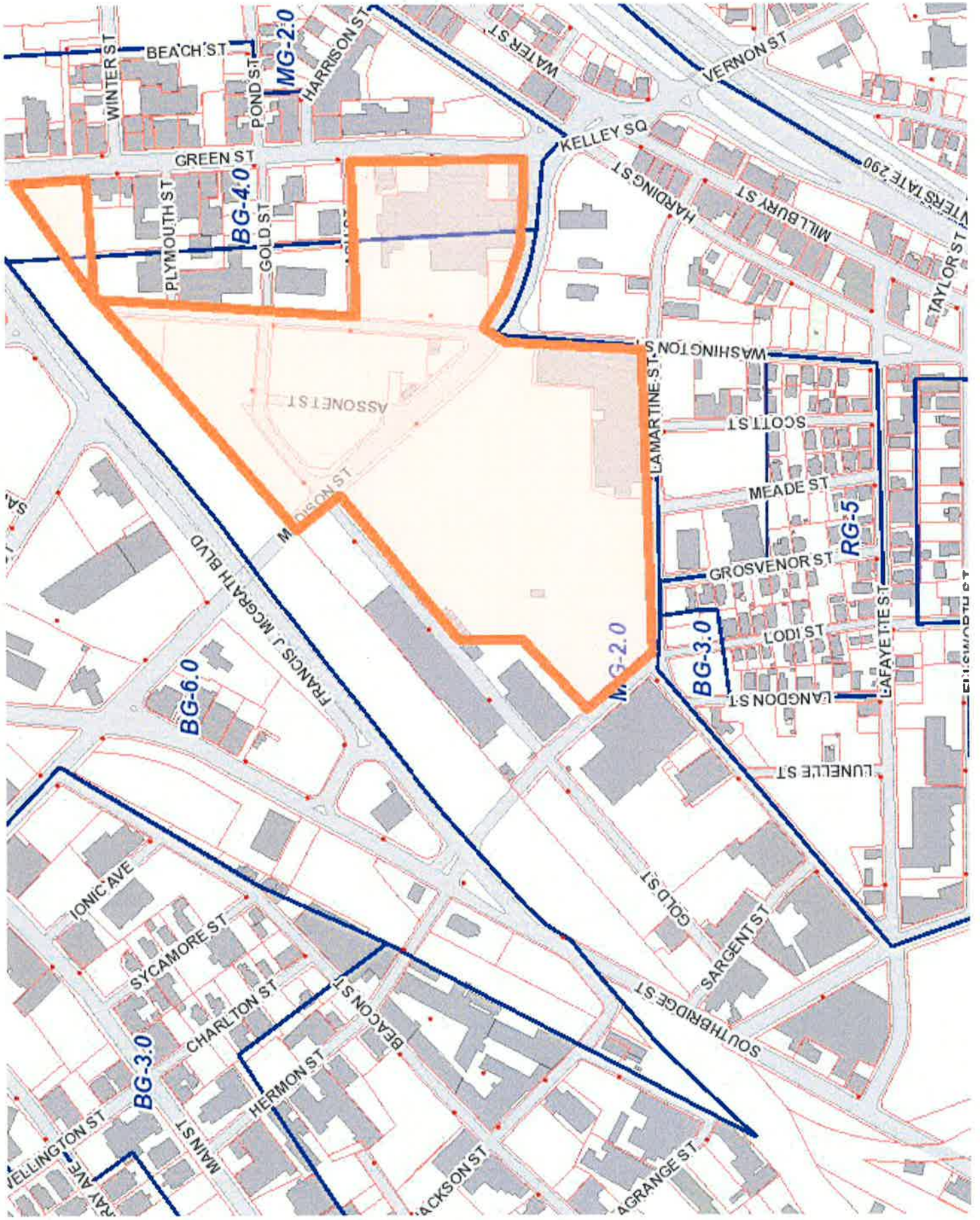
Exemption Average: 20% Over Fifteen Years

The TIF Schedule will end on June 30, 2036.

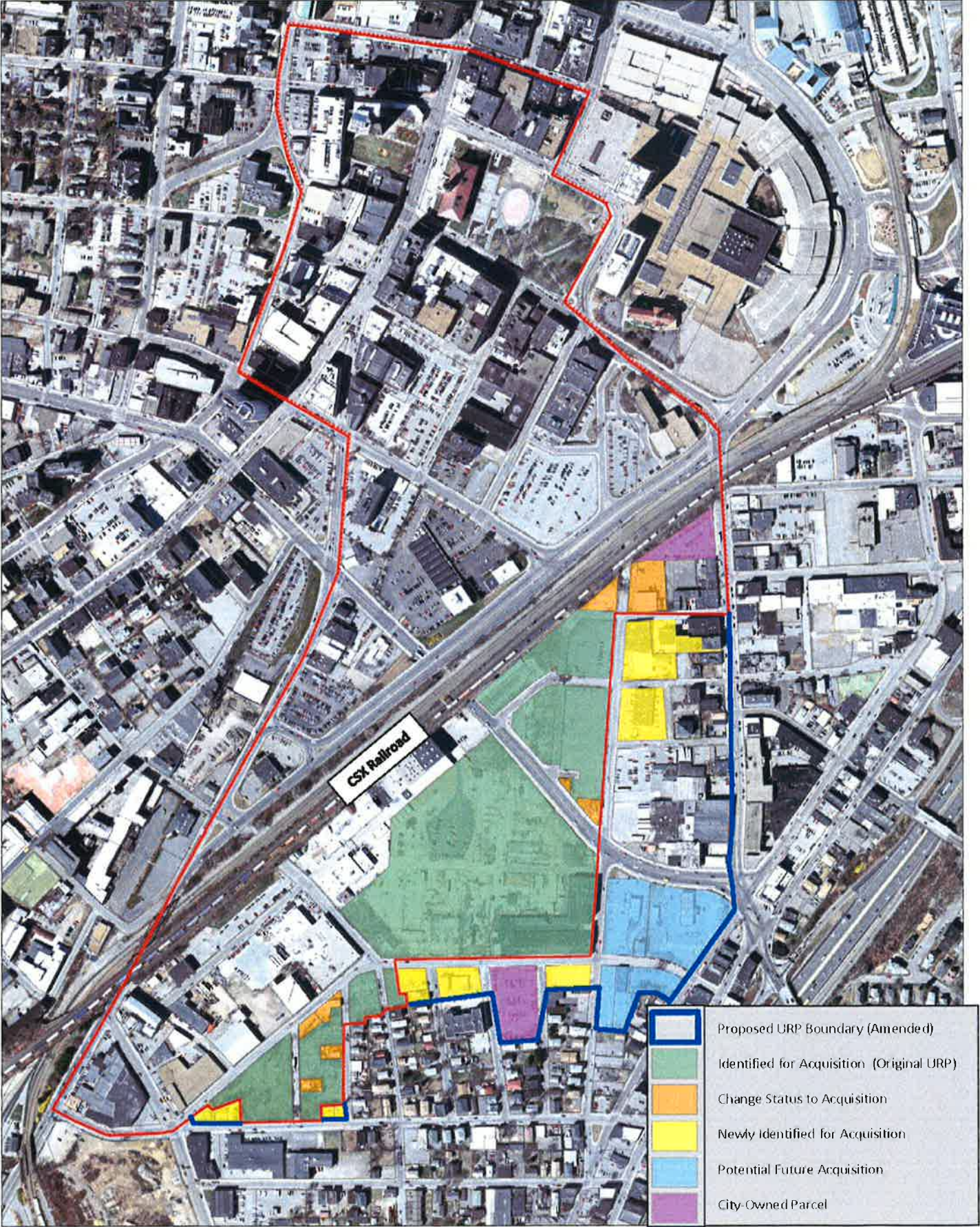
NOW, THEREFORE, BE IT RESOLVED

1. That the Worcester City Council hereby approves the Certified Project and authorizes the DEVELOPER'S application to the Housing Development Incentive Program;
2. That the city manager be and is hereby authorized to file the necessary information and materials with the Massachusetts Department of Housing and Community Development;
3. That the city manager be and is hereby authorized to execute any actions necessary to carry out the Certified Project designation and TIE schedule.

Proposed DIF District



Proposed Downtown Urban Revitalization Plan Amendment



Attachment E
URP Amendment 1
Relocation Information

Preliminary Relocation Plan

City of Worcester, MA
Downtown Urban
Revitalization Plan,
Amendment 1

January 2019

**Preliminary Relocation Plan
Downtown Urban Revitalization Plan (URP), Amendment 1**

Section	Topic	Regulatory Citation	Page Number
A.	Relocation Program Narrative	27.03(6)(a)	
B.	Displacement Number	27.03(6)(b)	
C.	Estimated Date of Displacement	27.03(6)(c)	
D.	Site Occupant Needs	27.03(6)(d)	
E.	Commercial and Housing Market Review	27.03(6)(e)	
F.	Estimated Cost of Relocation	27.03(6)(f)	
G.	Description of Funding Sources	27.03(6)(g)	
H.	Assurance Statement	27.03(6)(h)	
I.	Concurrent Projects/Activities	27.03(6)(i)	
J.	Real/Personal Property Report	27.03(6)(j)	
K.	Temporary Moves and Other Policies	27.03(6)(k)	
L.	Summary of Appeal Procedures	27.03(6)(l)	

Section A. Narrative Description of the Relocation Program

The City of Worcester, acting through the Worcester Redevelopment Authority (WRA), is proposing to undertake the Downtown Urban Revitalization Plan (URP), Amendment 1, to remove certain decadent conditions located in the urban revitalization area (URA). The URP is intended as a vehicle to revitalize the project area; to encourage sound growth; to assemble a site for a Ballfield and Mixed-Use Project; to support private redevelopment efforts; and to undertake public improvements that are necessary to support redevelopment activities.

This Preliminary Relocation Plan has been prepared exclusively for this project as an attachment to the URP, Amendment 1. It outlines the general relocation program and procedures that will be undertaken by the WRA to assist displaced occupants. A final Relocation Plan incorporating additional information will be prepared for review by the Bureau of Relocation, as discussed throughout this document.

The URP will result in public actions that are necessary to stimulate public and private revitalization efforts. It is expected that redevelopment of this strategic site will act as a catalyst for the revitalization of other properties within the URP area and, eventually, throughout Downtown Worcester. The URP-related activities will be funded through a combination of federal, state and local funding. The WRA has a contract with W.D. Schock Company to perform relocation assistance as the Relocation Advisory Agency. The DHCD Bureau of Relocation approved this designation in accordance with M.G.L. Chapter 79A, Section 2 (see attached letter).

The URP as currently proposed, may involve the displacement of approximately eight commercial occupants located on ten parcels of property that may be either acquired in total or in part for demolition and redevelopment. No residential occupants will be displaced. This Preliminary Relocation Plan has been prepared exclusively for this project and outlines the general relocation program and procedures that will be undertaken by the WRA to assist displaced occupants. This Preliminary Plan was based on information from real estate appraisers, public records including City of Worcester tax cards and field inspections. In keeping with generally accepted practices, this relocation plan may be amended and modified prior to project commencement.

This Preliminary Plan was based on information from real estate appraisers, public records including City of Worcester tax cards and field inspections. In keeping with generally accepted practices, this relocation plan may be amended and modified prior to project commencement. It is important to note that not all properties designated for acquisition in the URP, Amendment 1, are included in this plan. This approach is consistent with the regulations, which allows relocation plans to be submitted in phases, as needed.

It is understood that the properties identified in the URP for this project may change as the program evolves and until the actual properties to be acquired is more defined and the eventual timing of any property acquisitions is established that it is preferable for site occupants and property owners to wait on obtaining information from potentially displaced occupants for a later date. Eventual interviews with occupants and the information obtained from such interviews will be added to the relocation plan as an addendum and will subsequently be submitted to the Massachusetts Bureau of Relocation for review, consideration and approval.

All relocation activities will comply with applicable state and federal regulations and will be supported by a Relocation Plan prepared in accordance with applicable federal and state requirements, including the requirements of 760 CMR 27.00, Relocation Assistance Regulations. No displacement will occur until a relocation plan has been finalized and approved by the Department of Housing and Urban Development (DHCD)'s Bureau of Relocation.

All eligible lawful occupants determined by the WRA to be displaced due to the property acquisition for this project will be provided relocation assistance and payments pursuant to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; 42 U.S.C. Section 4601 *et seq.*; and the applicable implementing regulations set forth in Title 49, Part 24 of the Code of Federal Regulations (together the "Uniform Act"). In addition, the WRA will adhere to the requirements of Massachusetts General Laws, Chapter 79A, and 760 Code of Massachusetts Regulations, Part 27.00. In any instances where the WRA determines that there is a conflict between federal or state laws and/or regulations, with respect to relocation payments or benefits to eligible displaced occupants, the WRA will make every effort to apply the requirements of whichever law or regulation provides the greater benefit to the displaced occupant.

During the relocation process, the WRA will provide ongoing information relative to available space, assistance programs including, but not limited to, small business loan programs and other data that may be useful to displaced occupants. Some businesses may require assistance from the City of Worcester with respect to licenses and other approvals. Historically, municipal agencies are available to assist any business displaced due to public action in this regard. In addition, experienced commercial real estate brokers will be enlisted to be available to any affected occupants to assess potentially suitable replacement locations in a timely and cost-effective manner.

The City of Worcester will also be available to work with occupants to retain displaced businesses in the City. If appropriate, financial incentives will be made available for activities in Community Development Block Grant-eligible areas. There can also be consideration for incentive payments through relocation benefits that may be available and which are discussed further within this plan.

Section B. Displacement Number

Approximately eight business concerns may be relocated as part of the redevelopment project, although this number is preliminary and subject to change. A draft inventory is provided below: The names of all lawful eligible occupants will be confirmed prior to and/or as a part of undertaking tenant interviews and provided in the final Relocation Plan. Inclusion of businesses on this list does not establish eligibility for relocation assistance or benefits and is subject to change or review depending upon the eventual accepted plan to acquire property for demolition.

City of Worcester Downtown Urban Revitalization Plan, Amendment 1 Property Inventory-December 2018		
Owner Name	Address/Unit	Type of Building
Massey, Serena E., Trustee	50 Washington Street	Commercial Garage, Demolition Warehouse
Worcester Ambulance, LLC	62 Washington Street	Commercial Garage, Offices
	69 Washington Street	Medstar Ambulance Parking Lot
Grady Holdings, LLC	134 Madison Street	Retail Sales
Harrington, Paul J.	127 Washington Street	Auto Glass Replacement and Auto Repair Garage
Bafaro, Joseph J.	90 Washington Street	Commercial Warehouse
Bafaro Realty Company, LLC	2 Plymouth Street (Rear Only)	Commercial Warehouse
Bafaro, Joseph J.	5 Gold Street	Vacant Lot - No Occupant
Bafaro, Joseph J.	7 Gold Street	Small Private Parking Lot
Bafaro, Joseph J.	8 Gold Street	Small Private Parking Lot

Section C. Estimated Date of Displacement

The WRA anticipates that acquisition of property will occur in the early Spring of 2019 and that relocation efforts will begin concurrently. More detail on timing of displacement will be included in the subsequent relocation plan to be prepared as required under G.L. 79A.

Section D. Site Occupant Needs

As noted above, site occupant surveys have not been undertaken to-date because site occupants may change between now and the point in the future when acquisition of property and relocation of occupants may occur. In addition, when it is determined when property acquisition may take place, all occupants will be asked to meet with WRA staff or consultants to

prepare a site occupant survey. The site occupant survey will determine the needed number of square feet, space layout, maximum rent, and any specific needs. For business occupants who own real estate, if applicable, would also include the needed number of square feet, space layout, maximum price, maximum carrying cost, and any specific needs such as location and parking requirements.

It is intended that the WRA will continue to meet with site occupants over the course of the relocation process to update information pertaining to their relocation needs. A comprehensive record of each eligible occupant's relocation needs will be maintained within the site occupant record and will be updated as required.

Some of the businesses may occupy less than 1,500 square feet of space. Some of these small businesses may rent space and are likely to desire to continue doing so. For the enterprises classified as businesses providing professional services, issues such as customer access and visibility may be of equal concern to maintaining affordable rents. It should be noted that increased benefits for small businesses have been enacted within pertinent regulations which will offset, at least partially, increases in rent.

For several larger businesses which are considered for the purposes of this plan to be an ambulance service business, warehouse/distribution businesses and auto repair or related establishments, identifying suitable affordable replacement locations that offer access to current clientele will be a most important consideration. Furthermore, these businesses will also require more time and relocation assistance funding to accomplish modifications to replacement locations to continue operations. There is within current relocation assistance regulations established approaches to cover reasonable costs necessary to retrofit and modify replacement locations so that personal property can be moved in such a way as to make the new business viable in a replacement location.

Section E. Commercial Market Review

To plan for the proper and successful relocation of potentially affected occupants, WRA staff and its consultants will review commercial real estate listings in the downtown area and throughout Worcester. This review will provide a general overview of the range of properties on the market or available for lease and/or sale.

Commercial properties will be identified through experienced real estate brokers and various real estate publications including on-line advertisements. The WRA and its consultants will work closely with business owners, brokers, landlords and property owners to find suitable replacement locations.

Presently, commercial vacancy rates in the URP area are reasonably static and it is not

anticipated that the commercial occupants identified within this relocation plan will not be able to find suitable replacement locations if provided adequate time and resources. Of course, as the relocation efforts come more into focus with respect to timing and phasing of any relocation activities of potentially affected occupants, a detailed review of the commercial market will be reviewed and any findings will be submitted as part of a relocation plan addendum.

Section F. Estimated Cost of Relocation

The total cost of relocation for this project is estimated to be between \$1,500,000 and \$2,800,000. Actual costs will depend, of course, on many factors unknown at this time, including increases in rental market rates, unforeseen expenses to reconnect personal property and the condition of available suitable replacement locations.

Section G. Description of Funding Sources

For determining relocation benefits available to affected occupants, all funding will result in benefits available in accordance with the Uniform Relocation Act and MGL c. 79A.

Section H. Assurance Statement

The relocation assistance program and the relocation payments provided by the WRA will comply with Massachusetts General Laws Chapter 79A of as most recently amended by Chapter 863 of the Acts of 1973, and with the regulations contained in 760 CMR 27.00. A signed assurance statement from the head of the WRA will be forwarded to the Bureau of Relocation with the final relocation plan.

Section I. Concurrent Projects

Currently, there are no other land acquisition activities under way or planned by other governmental agencies in the immediate downtown Worcester vicinity which would create a competitive situation for relocation of commercial businesses. Therefore, the WRA does not anticipate the need to coordinate the relocation of occupants for this project with other governmental agencies.

Section J. Real/Personal Property Report

Real estate appraisals will be prepared for the properties scheduled for acquisition. The appraisers involved will be notified by the WRA that the appraisals must clearly distinguish items of property that are part of the real estate from items that are personal property and

eligible for relocation assistance. Appraisers will be provided with the definition of personal property that is contained in MGL 79A, Section 1. The WRA will review the appraisals to verify that the personal property is clearly and consistently delineated. If there are discrepancies between the appraisal reports, the WRA will meet with the appraisers to clarify these discrepancies. Tenants and/or owners will be involved, as necessary. Furthermore, the relocation plan requires site occupants to prepare and submit an inventory of personal property. The WRA will check the inventory against the real estate appraisal reports. If there are discrepancies, the WRA will meet with the occupants and/or the appraisers to resolve any disputes.

Section K. Temporary Moves and Other Policies

- 1) Temporary Moves. Temporary moves will be kept to a minimum and will be used only in emergency situations and as a temporary resource for a limited period of time when permanent relocation resources are not immediately available. Temporary relocation costs will include only eligible expenses and will not include rent or real estate improvements at the temporary location. Any temporary move with a duration of six months or more will be considered a permanent move.

- 2) Use-and-Occupancy Agreement. Any tenant and/or owner occupying acquired property will be required to execute a use-and-occupancy agreement within 45 days of acquisition. The agreement will stipulate the terms and conditions for occupancy.

Use-and-occupancy charges for commercial tenants will be set in relation to fair-market value for such use and occupancy and set no higher than rent paid upon acquisition, except that fees may be increased to cover the cost of providing services rendered plus any municipal taxes and water and sewer bills. Use-and-occupancy agreements also will stipulate that any unpaid use-and-occupancy charges to be withheld from the occupant's relocation payment. Other provisions of the agreement will include:

- a) Use-and-occupancy fee to be charged
 - b) Starting date of occupancy
 - c) Date on which payments will be due
 - d) Date on which the fee will begin to accrue
 - e) Identification of utilities or services to be furnished by either party
 - f) Rights of tenant to pro rata refund of advance use-and-occupancy fees in event of a move before the end of a rental period.
- 3) Fixed Payment in Lieu of Moving Benefit. The WRA may determine that it would be beneficial to business concerns to be displaced for this project if the WRA made some adjustments and/or clarifications to the Fixed Payment in Lieu of Moving Benefit available to such businesses. To that end, the WRA will apply the following policies:

First, all businesses that elect to apply for the benefit will be assumed to meet the requirement that they have experienced a loss of patronage. Secondly, documentation required to support average net earnings will consist of a signed statement from the business certifying earnings. Copies of tax records will not be required. Thirdly, businesses that file for a relocation payment based upon the Fixed Payment in Lieu of Moving benefit will not be prohibited from filing a claim for supplemental incentive payments as determined by the WRA.

- 4) Claim Forms. All displaced occupants will be provided with copies of the required relocation claim forms and will be offered assistance in completing them. All occupants who seek any relocation payment must file the appropriate claim form and will be advised in advance as to the documentation required to support any relocation claims made. Failure to file relocation claim forms with the WRA within the period specified in the applicable relocation regulations will be grounds for denial of requested relocation payments.
- 5) Advisory Services. The WRA will be available to provide necessary assistance and advisory services to occupants displaced by this project. These services will include, but not be limited to, referrals to real estate and rental agents, move planners, financial advisors, and suitable government programs. However, regarding displaced commercial entities, the WRA is not obligated to provide any displaced occupant with a referral to a replacement location that replicates or provides the displaced business with a competitive advantage it may currently have due to the occupancy terms at its present location.
- 6) Incentive Payments. The WRA may elect to implement a program which provides incentive payments to businesses displaced as part of the URP but who agree to remain within the City of Worcester and move from acquired property within an expedited period of time. Any such incentive payments will be made available uniformly to all affected occupants and would not otherwise result in a reduction of relocation benefits and assistance that would otherwise be available within proscribed and applicable laws and regulations.
- 7) Confidentiality. Material and information collected from affected occupants during the relocation process will, to whatever extent is permissible within applicable laws and ordinances, be kept confidential. Files and records prepared by the relocation consultant will be turned over to the displacing agency upon final payment of relocation claims.

Section L. Summary of Appeal Procedures

Any claimant aggrieved by a WRA determination as to the amount or eligibility of a relocation payment or the claimant's eligibility to receive a relocation payment may request further WRA review. The request will include the following information: name and address of the displacee; reference to WRA notice and specific amount of claim denied or partially approved; any information and/or documentation that may be pertinent to the claim; and a request for WRA information relative to the claim, if not provided in the determination. This request for further review must be submitted within 60 days from the date the occupant receives written notice of a final determination by the WRA.

- 1) WRA Hearing. The WRA governing board, at one of its regularly scheduled meetings, will schedule a hearing to be conducted by a WRA board member to provide an opportunity for the aggrieved claimant and WRA representatives to present oral and/or written arguments.
- 2) Decision. Within 30 days following the hearing, the WRA will render a written decision as to the amount or eligibility of the claim with an explanation of the reasons supporting the decision. The decision will include information on the claimant's option to request review of the decision by the Bureau of Relocation. The decision will be sent to the claimant by certified mail, return-receipt requested. If the claimant does not request review of the decision by the Bureau of Relocation within 30 days of receipt of the decision, the WRA decision will be final.
- 3) Review by the Bureau of Relocation. Bureau of Relocation policies and procedures are found in the state Relocation Assistance Regulations, 760 CMR 27.00. Claimants may contact the Relocation Bureau Director, Commonwealth of Massachusetts, Department of Housing and Community Development, 100 Cambridge Street, Boston, MA 02114, (617) 573-1400.



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Janelle Chan, Undersecretary

November 21, 2018

Michael E. Traynor, Esq.
Chief Executive Officer
Worcester Redevelopment Authority
Worcester City Hall
455 Main Street
Worcester, MA 01608

**Re: Worcester Redevelopment Authority - Canal District Ballpark Project
Relocation Advisory Agency Designation**

Dear Mr. Traynor:

Thank you for the Worcester Redevelopment Authority's recent request received November 16, 2018 for designation of Mr. Steven Mollica of W.D. Schock Company as a Relocation Advisory Agency. Approximately twelve (12) businesses may require relocation counseling services in connection with the potential acquisition of property in Worcester for the ballpark project, as part of an amendment of the Worcester Downtown Urban Revitalization Plan.

The Bureau of Relocation (Bureau) has reviewed the relocation experience of Mr. Steven Mollica of W.D. Schock Company and agrees that he has the qualifications necessary to provide relocation assistance for this project. Therefore, in accordance with M.G.L. Chapter 79A, Section 2, the Bureau approves Mr. Steven Mollica of W.D. Schock Company as the designated Relocation Advisory Agency for the relocation associated with this project.

Please keep in mind that pursuant to 760 CMR 27.03 (1), a relocation plan shall be filed with the Bureau for a covered activity involving the displacement of the occupants of more than five dwelling units or business units.

If you have any questions, please contact me at (617) 573-1408, or at Maggie.Schmitt@mass.gov.

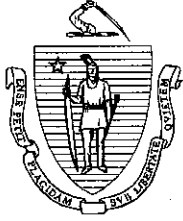
Sincerely,

A handwritten signature in black ink that reads "Maggie Schmitt".

Maggie Schmitt, AICP
Urban Renewal & Relocation Coordinator / Bureau of Relocation

cc: Steven Mollica, W.D. Schock Company (email)

Attachment F
DHCD Approval of 2016 URP
MEPA ENF Certificate, February 2017



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Komegay, Undersecretary

Hon. Joseph M. Petty, Mayor
City of Worcester
Worcester City Hall
455 Main Street
Worcester, MA 01608

Michael E. Traynor, Esq.
Chief Executive Officer
Worcester Redevelopment Authority
Worcester City Hall
455 Main Street
Worcester, MA 01608

RE: Worcester Downtown Urban Revitalization Plan

Dear Mayor Petty and Mr. Traynor:

The Department of Housing and Community Development (the Department) is in receipt of the City of Worcester's urban renewal plan titled *Downtown Urban Revitalization Plan (Plan)*, submitted on August 29, 2016. The Plan proposes to revitalize the downtown through strategic public investments to cultivate a safe and vibrant downtown with a strong and sustainable economic vitality.

Under the proposed Plan, the Worcester Redevelopment Authority (WRA) plans to acquire up to 24 parcels plus 6 condominium units and the McGrath Parking lot owned by the City. The plan further identifies 3 parcels for demolition, the assemblage of various parcels, and public improvements to revitalize the downtown by providing a live, work, and play environment which will offer new opportunities to underperforming properties, connect people and places, and capitalize on Worcester's unique location and characteristics. The Plan has a 20-year duration.

Pursuant to M.G.L. Chapter 121B, § 48 the Department has reviewed the Urban Renewal Plan submission and makes the following findings:

- The project area would not by private enterprise alone and without either government subsidy or the exercise of governmental powers be made available for urban renewal.
- The proposed land uses and building requirements in the project area will afford maximum opportunity for privately financed urban renewal consistent with the sound needs of the City as a whole.
- The financial plan is sound.
- The project area qualifies as decadent.

- The Urban Renewal Plan is sufficiently complete.
- The WRA must request designation of a Relocation Advisory Agency and submit a Relocation Plan for approval to the Bureau of Relocation prior to the commencement of any relocation activities pursuant to M.G.L. Chapter 79A and 760 CMR 27.00.


The Department concurs with the finding of the City's Planning Board that the Urban Renewal Plan is based upon a local survey and conforms to a comprehensive plan for the locality as a whole.

Please be advised that pursuant to 760 CMR 12.04, "Land Acquisition," two recent, independent appraisals must be submitted to the Department prior to any actual land acquisition.

The Department approves the Worcester Downtown Urban Revitalization Plan. This approval is conditional upon the Worcester Redevelopment Authority obtaining the necessary MEPA approvals, if any. Please forward any copies of MEPA documentation upon receipt.

On behalf of Governor Baker, I congratulate the City of Worcester and the Worcester Redevelopment Authority on your efforts to date and look forward to working with you in the future on the successful implementation of this urban renewal project. If you have any questions or need assistance, please contact Laura Schaefer at (617) 573-1445 or at Laura.Schaefer@state.ma.us up until September 15th. After September 15th, please contact Linda Balzotti, Manager, Office of Sustainable Communities at (617) 573-1446 or Linda.Balzotti@state.ma.us.

Sincerely,


Chrystal Kornegay
Undersecretary



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Matthew A. Beaton
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181
<http://www.mass.gov/envir>

February 24, 2017

CERTIFICATE OF THE SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
ON THE
ENVIRONMENTAL NOTIFICATION FORM

PROJECT NAME : Downtown Urban Renewal Plan
PROJECT MUNICIPALITY : Worcester
PROJECT WATERSHED : Blackstone
EEA NUMBER : 15637
PROJECT PROPONENT : Worcester Redevelopment Authority
DATE NOTICED IN MONITOR : January 25, 2017

Pursuant to the Massachusetts Environmental Policy Act (MEPA; M.G. L. c. 30, ss. 61-62I) and Section 11.06 of the MEPA regulations (301 CMR 11.00), I hereby determine that this project **does not require** an Environmental Impact Report (EIR).

MEPA review of the Environmental Notification Form (ENF) has provided an opportunity for State Agency and public comment prior to implementation of the proposed Downtown Urban Renewal Plan (URP) by the Worcester Redevelopment Authority (WRA). The issues identified and guidance provided in this Certificate should assist the WRA as it advances through State and local approval processes. Privately developed projects within the planning area may be subject to individual MEPA review should they exceed MEPA thresholds and require State Agency Actions not identified herein.

Project Description

As described in the ENF, the project consists of a series of public actions to facilitate implementation of the Urban Renewal Plan (URP). The URP incorporates the visions of both the

Downtown Worcester Theatre District Master Plan (December 2012) and the *Wyman-Gordon Parcels* (2015). The URP planning process identified areas where development is most appropriate and set priorities for public actions to facilitate private interest in future redevelopment. Implementation of the URP is anticipated to occur over a 20-year period and will be phased based upon development priorities and available funding.

To support private redevelopment, the URP identified a series of public realm improvements to promote connectivity; enhance streetscape, roadways, and circulation; and improve parking and open space. The ENF described areas for lot consolidation and potential disposition behind the Hanover Theater, on the Wyman-Gordon Parcel (North of Madison Street), the Central Area of the Wyman Gordon Parcel, the Wyman-Gordon Parcel south of Lamartine Street, and the site of the former Paris Theater.

The URP includes acquisition or transfer of some or all of 21 parcels. The WRA does not intend to acquire the parcels in fee or take the properties by eminent domain; the WRA will take steps to facilitate acquisition by others. As proposed in the ENF, improvements to support the URP will be implemented in the following phases:

- Short-Term Expected Completion (0-5 Years)
 - Upgrade Federal Plaza at the Hanover Theatre to facilitate pedestrian use and events at the theatre and 551 Main Street;
 - Improve traffic patterns and signalization at Quinsigamond Avenue and Southbridge Street;
 - Acquire and improve the façade and interiors of 12 and 22 Front Street;
 - Improve the conditions and amenities (including lighting and safety features) in Allen Court and Burnside Court to encourage use as pedestrian connections;
 - Acquire a portion of Parcel 03-021-002-4 and demolish the former theater at 66 Franklin Street. Sell parcel to qualified developer for redevelopment;
 - Assemble a new lot behind the Hanover Theatre and construct a structured parking facility four- to six-stories in height to accommodate approximately 450 to 675 spaces;
 - Acquire 538 Main Street for redevelopment and eliminate the billboard on top of the structure;
 - Improve roadway and sidewalk conditions, including adding pedestrian amenities, along Main Street, Southbridge Street, Madison Street, and Quinsigamond Avenue;
 - Coordinate with the Worcester Wayfinding program to be implemented through the Department of Public Works; and
 - Reconfigure McGrath Parking Lot, including realignment of Library Lane (a public way) to improve efficiency with the YWCA facility parking, and construct an outdoor plaza beside the library.

- Mid-Term Expected Completion (0-10 Years)
 - Improve the façade and first floor of the Denholm Building at 484 Main Street;
 - Acquire and rehabilitate 517 and 521 Main Street for residential use in the upper floors;

- Acquire the Wyman-Gordon Parcels and assemble into five new lots (Parcels B-1 to B-5) for redevelopment. Perform site assessment and remediation activities, demolish existing structure and outbuildings, and realign Gold Street, including the signalized intersection at Madison and Gold Streets;
 - Acquire and develop the parking lot adjacent to the Denholm Building at 518 Main Street for retail/commercial uses;
 - Improve viaduct tunnels with public art, lighting, and pedestrian amenities; and
 - Potentially develop the Myrtle Street frontage of McGrath Parking Lot for commercial/office space.
- Long-Term Expected Completion (0-20 Years)
 - Acquire and demolish the structure at 17 Pleasant Street and redevelop for commercial uses on the first floor with market-rate housing above.

Project Site

The Urban Revitalization Area (URA) encompasses approximately 118.4 acres and 380 properties within downtown Worcester. The URA is bisected by the Providence and Worcester (P&W) right-of-way (ROW). The area north of the P&W ROW is part of the historic downtown, with high density, mixed-use office, commercial, residential, institutional and cultural uses. The area south of the P&W ROW is dominated by former manufacturing sites (notably the Wyman Gordon facility) and active industrial uses. According to a land use assessment provided with the ENF, approximately 54.7% of the structures within the URA are categorized as Fair/Serviceable, Moderate Disrepair, or Poor/Sever Disrepair. Approximately 75% of these structures were constructed in 1960 or earlier.¹ The URA contains the following utilities: electricity, gas, water, sewer and drainage.

The URA is predominately characterized by developed, impervious areas. The URA contains numerous structures and districts listed in the National Register of Historic Places and/or State Register of Historic Places or the Inventory of Historic and Archaeological Assets of the Commonwealth. A small area of Bordering Land Subject to Flooding (BLSF) is located in the southwest corner of the URA. The URA also contains properties regulated under the Massachusetts Contingency Plan (MCP) with Activity and Use Limitations (AULs). The planning area does not contain *Priority* and *Estimated Habitat* according to the latest Natural Heritage and Endangered Species (NHESP) Atlas. Open space is limited to the Worcester Common behind City Hall and Federal Plaza in front of the Hanover Theatre.

Jurisdiction and Permitting

The URP is undergoing MEPA review and requires an ENF pursuant to 301 CMR 11.03(1)(b)(7) of the MEPA regulations because it requires a State Agency Action and approval in accordance with M.G.L. c. 121B of a new Urban Renewal Plan. The project requires an approval of the URP from the Department of Housing and Community Development (DHCD).

¹ This survey indicated that the age of 11% of the structures was unknown upon review of City Assessor's records.

Individual projects may require Orders of Condition from the Worcester Conservation Commission, or in the case of an appeal, Superseding Orders of Condition from the Massachusetts Department of Environmental Protection (MassDEP). The project may require a National Pollutant Discharge Elimination System (NPDES) Construction General Permit from the U.S. Environmental Protection Agency (EPA).

The URP is proposed by a municipal redevelopment authority acting in accordance with M.G.L. c. 121B and funded through grants or loans from State Agencies. Therefore, MEPA jurisdiction for this project is broad and extends to all aspects of the project that are likely, directly or indirectly, to cause Damage to the Environment as defined in the MEPA regulations.

Environmental Impacts and Mitigation

The URP does not propose specific development projects; it is a planning document that will guide the implementation of City's redevelopment goals for the area. However, it does include a series of improvements to infrastructure and selective demolition/site preparation activities to be undertaken by the WRA to facilitate implementation of the URP. The environmental impacts associated with these public improvements are expected to be limited in nature and generally confined to the construction period. These public improvements may impact wetland resource areas, stormwater, historic resources, and MCP-regulated properties. Also, potential environmental impacts may result from individual projects that may be developed by the City and/or private proponents. Projects proposed within the planning area may be subject to independent MEPA review.

Measures to avoid, minimize and mitigate environmental impacts will include construction period erosion and sedimentation controls, traffic controls (as appropriate) during roadway and streetscape improvements, and recycling of demolished building materials to the extent feasible and in accordance with State regulations. Future public/private or private development projects will be required to construct stormwater management controls in accordance with State and local requirements.

Review of the ENF

The ENF included a description of both existing and proposed conditions for the area and existing conditions plans illustrating environmental resources, existing land uses, and areas for public improvements by the WRA. The ENF discussed the current status of land ownership, the age and condition of structures, and zoning within the URA.

The goals of the URP included:

- Revitalize downtown, generate business and residential activity in current vacant buildings;
- Active, mixed-use, 18 hour neighborhood with public plazas and a sense of place;
- Vibrant entertainment and cultural environment drawing residents, businesses, and visitors;

- Improve downtown circulation with walkable, safe, and pedestrian friendly streets and open spaces;
- Transform Wyman-Gordon site into a productive use that will draw local and regional users;
- Improve access to open space and recreation opportunities; and
- Preserve Worcester's historic urban character.

One comment letter was received on the URP. The MassDEP comment letter and previous correspondence from the Massachusetts Historical Commission (MHC), are limited to identification of issues that the WRA should consider as future private or public/private development initiatives are advanced within the URA.

Buildout Analysis

The ENF included a buildout analysis of conceptual development within the URP area. Building square footage and parking estimates were based on the Worcester Zoning Ordinance. Traffic generation estimates were calculated using Institute of Transportation Engineers' data based on land use. Water and wastewater generation rates were estimated based on MassDEP Title 5 data.

Estimated overall buildout includes a total of approximately 885,400 sf of retail/commercial area and 18 dwelling units, 1,512 to 1,737 new parking spaces, 14,164 new average daily vehicle trips, and 77,560 gallons per day (gpd) each of additional water demand and wastewater generation.

Wetlands and Stormwater

Based on the information in the ENF, redevelopment of a portion of the Wyman-Gordon Parcel and the proposed route for the Blackstone River Bikeway may result in impacts to Bordering Land Subject to Flooding (BLSF). Potential impacts to BLSF are estimated at 73,000 sf. It is anticipated that remediation work, site preparation and/or construction in this location will be subject to review by the Worcester Conservation Commission to ensure compliance with the Wetlands Protection Act (WPA), the Wetlands Regulations (310 CMR 10.00) and associated performance standards, including the stormwater management standards. Compensatory flood storage will likely be required to offset permanent impact to BLSF that may occur in conjunction with future construction activities in this area.

The ENF indicates that implementation of the URP will be conducted in compliance with the SMS. It is anticipated that redevelopment of project sites within the URA will include design elements to improve the control and treatment of stormwater runoff.

Historic Resources

The ENF identified the presence of extensive historic resources within the URA, including a number of State and National Register-listed districts. The WRA hopes to enhance

the historic/architectural resources of the City through the implementation of the URP. Historic districts within the URA include:

ID	NAME	DESIGNATION*
WOR.E	Worcester City Hall and Common	NRDIS
WOR.AR	517-527 Main Street	MHC
WOR.DP	Main-Franklin Streets Area	MHC
WOR.DR	Front-Commercial Streets Commercial Area	MHC
WOR.Q	Lower Pleasant Street District	NRDIS
WOR.W	Southbridge-Sargent Manufacturing District	NRDIS
WOR.CR	The Worcester Multiple Resource Area	NRMRA
WOR.EF	Diners of Massachusetts Multiple Property Submission	NRMPS

*NRDIS = National Register-listed District, MHC = MHC State Register, NRMRA = National Register-listed Multiple Resource Area, NRMPS = National Register Multiple Property Submission

The ENF also identified specific historic resources that will be directly impacted by the URP through rehabilitation or demolition. These include:

Structure	Address	MHC ID	Impact Type
HN: Woolworth's CN: Midtown Mall	22 Front Street	WOR.2453	Rehabilitation
Unnamed Office/Commercial Building	12 Front Street	WOR.1001	Rehabilitation
HN: Ransom F. Taylor Block CN: The Money Stop	526-536 Main Street	WOR.775	Rehabilitation
HN: Cheney-Ballard Building CN: Metro PCS	517 Main Street	WOR.772	Rehabilitation
HN: Holbrook-Sawyer Building; Cheney-Laughter Building CN: Great Wall Restaurant	521 Main Street	WOR.773	Rehabilitation
HN: Capitol Theatre CN: Paris Cinema	66 Franklin Street	WOR.2392	Demolition and Redevelopment
HN: Lothrop's Opera House CN: Olympia Theater	17 Pleasant Street	WOR.792	Demolition and Redevelopment

HN = historic name; CN = common name

Finally, the ENF identified 18 historic resources that may be impacted by suggested façade improvements within the URA. These resources range from buildings, to signs, to railroad bridges.

The URP proposes enhancement of the historic character of the URA through reuse of buildings where feasible, and rehabilitation in a manner which preserves the historic characteristics and attributes of the buildings and remains complementary to adjacent uses. However, the URP acknowledges that demolition of historic structures may be unavoidable due

to unsafe and dilapidated condition of some of the buildings. The WRA intends to support the URP's historic preservation goals through implementation of design/façade improvement guidelines and standards and the establishment of cultural programming with walking, historic, and/or cultural tours, etc.

Projects undertaken by the WRA, acting under M.G.L. c. 121B, are subject to review by MHC under M.G.L. Chapter 9, Sections 26-27c, as amended (950 CMR 71.00). The MHC has indicated in a letter dated May 31, 2016 that it will review all proposed demolition, rehabilitation, and new construction to determine their potential effects on properties that are listed in the State and National Registers of Historic Places and/or included in MHC's *Inventory of Historic and Archaeological Assets of the Commonwealth*. The MHC indicated that it will require more details and specific information from the WRA as plans within the URA advance. I refer the WRA to MHC's detailed comment which identifies additional review requirements and information that should be provided to MHC to facilitate review.

Article 97 Land

Open space areas within the URA are limited to the Worcester Common and Federal Plaza. The WRA should confirm whether or not these parcels are designated as parkland or open space in accordance with Article 97 of the Amendments to the Constitution of the Commonwealth. Notably, Federal Plaza near the Hanover Theatre and the Worcester Library Plaza are located within targeted areas for public improvement. The WRA should review the Article 97 designation, if applicable, for these properties prior to undertaking these public improvements to ensure consistency with Article 97 and MEPA thresholds (301 CMR 11.03(1)(b)(3) and (5)).

Transportation and Parking

A goal of the URP is to improve multi-modal connectivity throughout the URA. Use of wayfinding signage and place-making elements is anticipated to enhance connectivity throughout the downtown. Improvement will consist of creating pedestrian-only ways, adding amenities and lighting, and overall pedestrian circulation at the following locations: Allen Court, Portland Street, Federal Street, Burnside Court, Green Street Tunnel, Madison Street Tunnel, Hermon Street Tunnel, and the Southbridge Street Underpass.

Streetscape improvements will be made along "gateway" roadways and primary circulation corridors within the URA. Improvements undertaken by the WRA will be designed and constructed consistent with a Complete Streets approach that provides adequate and safe accommodations for all roadway users, including pedestrians, bicyclists, and public transit users. Streetscape improvements, consisting of repaving, improved curbing, new lighting, trees and landscaping, are proposed on Madison Street, Main Street, the Southbridge Street Underpass, and Quinsigamond Avenue. These projects will incorporate utility and drainage improvements, as necessary.

Roadway and circulation improvements will support the URP objectives to improve safety for pedestrians, bicyclists, and vehicles; improve traffic flow throughout the URA; and

facilitate the long-term ability to accommodate additional traffic volumes associated with build out of the URP. Some roadway improvements will be completed in conjunction with streetscape improvements while others, such as realignment or signalization, will be completed upon initiation of redevelopment projects within the URA. These improvements will impact the Southbridge Street/Quinsigamond Avenue intersection, Gold Street, Assonet Street, and Library Lane.

The ENF identified limited parking supply as a barrier to growth in the downtown area. Proposed parking improvements will support events, and commercial and cultural development within the URA. In addition to centralized structured parking, parking will also be incorporated into the redevelopment of vacant parcels, including the Wyman Gordon Parcels. As noted previously, structured parking is proposed at the rear of the Hanover Theater and the McGrath lot is proposed for reconfiguration.

The WRA and the City of Worcester should continue to collaborate with the Department of Conservation and Recreation (DCR) regarding the location of segment 7 of the Blackstone River Greenway bike path which will connect the Blackstone River Heritage Corridor Visitor's Center to Union Station. Implementation of the URP may provide opportunities to enhance the layout of the bike path and create separated sections of the bikeway from on-road traffic in a linear park-like setting.

Water and Wastewater

Implementation of the URP is estimated to generate an additional 77,560 gpd each in water demand and wastewater generation. The ENF did not identify any concerns regarding the capacity of existing water and wastewater capacity to support development goals proposed in the URP.

Hazardous Materials

The URA contains three properties currently or formerly under review pursuant to the MCP. Properties with release tracking numbers (RTNs) include:

- RTN 2-0010256: Wyman Gordon Company, 105 Madison Street
 - Response Action Outcome (RAO) Class A-3;
 - Closed Site with an AUL.
- RTN 2-0010760: Stanley Tools, 149 Washington Street
 - RAO Partial Class A-3;
 - Closed Site with AUL.
- RTN 2-0010473: Stanley Tools Building, 149 Washington Street
 - 72-hour Phase II;
 - RTN remains open.

Site assessment and remediation activities are anticipated in accordance with the MCP. Site preparation activities to ready these parcels for redevelopment should be conducted by qualified specialists (i.e., Licensed Site Professional (LSP)) in compliance with the MCP.

Construction

The public actions undertaken by the WRA to support the URP include temporary impacts associated with construction or demolition activity (e.g., noise, fugitive dust, etc.) and minor impacts to traffic and pedestrian flow during streetscape and pedestrian improvements. The WRA should implement construction period best management practices (BMPs) to reduce construction period impacts (e.g., dust control, signage, detours, etc.).

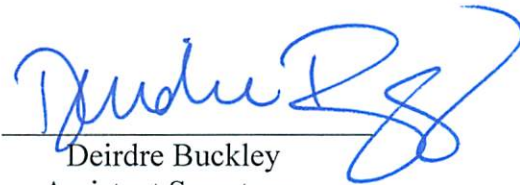
Demolition activities present opportunities to recycle and reuse materials which the WRA should consider during the development of a construction management plan to ensure consistency with applicable solid waste regulations. All construction and demolition should be managed in accordance with applicable MassDEP Solid Waste and Air Pollution Control regulations pursuant to M.G.L. c.40, §54. I encourage the WRA to require contractors to use construction equipment with engines manufactured to Tier 4 federal emissions standards and limit excessive idling during the construction period. If a piece of equipment is not available in the Tier 4 configuration, then the WRA should consider use of construction equipment that has been retrofitted with the best available after-engine emissions control technology, such as oxidation catalysts or diesel particulate filters, to reduce exhaust emissions. All construction activities should be undertaken in compliance with the conditions of all State and local permits.

Conclusion

The ENF has sufficiently defined the nature and general elements of the project for the purposes of MEPA review and demonstrated that the project's environmental impacts will be avoided, minimized and/or mitigated to the extent practicable. Based on review of the ENF and comments received, and in consultation with State Agencies, I have determined that no further MEPA review is required.

February 24, 2017

Date



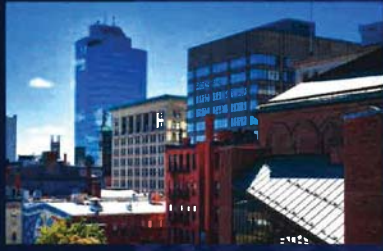
Deirdre Buckley
Assistant Secretary

Comments Received:

2/14/2017 Massachusetts Department of Environmental Protection – Central Regional Office
(MassDEP – CERO)

CDB/HSJ/hsj

Attachment G
City of Worcester Urban Design Guidelines
November 2012



CITY OF WORCESTER URBAN DESIGN GUIDELINES

NOVEMBER 2012



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Aerial view of downtown Worcester

I. INTRODUCTION

Preamble

Rich in design, the distinctive quality of Worcester's architecture is evident throughout the diverse neighborhoods of the city—from the grand homes of Salisbury Street to the traditional three-deckers that line the streets of Vernon Hill. The size, type, and placement of buildings, as well as the street patterns, are all elements that define the public realm in a community, and provide a framework for how development should look, feel, and function. When development occurs that does not fit within the existing context, the public realm can be dramatically altered.

The fabric of downtown is woven from its significance as the center of municipal government and the site of important business, cultural, and civic activities. Diverse uses including offices, medical services, educational institutions, residences, and retail shops are found in the city center. While the historic character of the area as a bustling hub of activity remains, the current urban design vision emphasizes the downtown as a livable, walkable, progressive, and sustainable urban community.

Similarly, the Canal District still offers a mix of uses and styles that hearken back to the geographic, entrepreneurial, and cultural forces that shaped the original development of the area. And though the historic context of the neighborhood remains strong, the loss of industry left many vacant mill buildings that are slowly being transformed through creative adaptive reuse.

Within the downtown and the Canal District, new infill development and rehabilitation of existing buildings, in concert with renewed investment in streetscape, provides the opportunity to enhance the public realm and restore the urban fabric that defines these two neighborhoods and tells a story of Worcester's celebrated history.

Purpose

Urban design guidelines protect and enhance the existing historic buildings while ensuring that new construction fits into and complements the surrounding setting. Cities around the Commonwealth and the nation enjoy the benefits of such guidelines.

These guidelines seek to minimize the reliance on highly subjective, individual tastes and preferences of permit granting authorities to consistently apply a clear, professional policy informed by the most up-to-date thinking on urban design and development. This clarity of policy is essential for the long-term success of the City's efforts to improve both the downtown and Canal District. Worcester's embrace of widely accepted design principles will add value to projects and increase the return on investment for developers.

Approach

Although the context and public realms may differ, the downtown and the Canal District each have a combination of distinctive street patterns and unique architecture.

Therefore, joining these two important neighborhoods into a single district for the purposes of implementing design guidelines is a natural fit. By establishing a Design Guidelines District ("District") and implementing Design Guidelines ("Guidelines"), future development will respond to the unique character of these areas by addressing both the function of the streets and the architectural diversity.

With a focus on the public experience, one important means of understanding the District is through street hierarchy, ranging from the minor streets to the primary corridors. The design of the streetscape and its architectural setting will vary depending on the location within this framework of street hierarchy. The design response in relation to street hierarchy and function also will help clarify orientation within the District and prioritize public goals.

Another way of understanding the District is to examine the contrast between the historic areas and the areas driving innovation. The historic areas tend to be on the western side of downtown along Main Street and throughout the Canal District with the scale and architecture of the 19th and early 20th centuries. The innovation areas generally lie on the eastern side of downtown along Major Taylor Boulevard and include some of the larger parcels for future infill development.

5

By considering both the street hierarchy and the historic and innovative character of the District, the Guidelines create a qualitative and quantitative framework for defining future growth within the District. The historic and innovation themes described above define the qualitative aspects of the aesthetic experience, responding to existing buildings and periods of development. Street corridors based on hierarchy respect the established patterns of travel and the quantitative or dimensional criteria that define use consistently along their lengths.

Background

While the City's existing Zoning Ordinance regulates heights and density for private development, there are few controls regarding the massing of buildings, relationship to the street, or appearance. Yet these characteristics make a tremendous difference in how a building exists in a public realm, fits into the context of existing buildings, and enhances the public experience. Many new and renovated buildings today represent public/private partnerships, which should also extend to the expectations of creating a vibrant character in the District.

The Guidelines have been developed through the City's Executive Office of Economic Development (EOED) and Department of Public Works and Parks (DPWP), with preliminary assistance by Sasaki Associates, Inc. The Guidelines set forth a clear policy for development and encourage a commitment by all parties to achieving the highest level of design.

Goals

The Guidelines address the urban design of the District. They focus on the pedestrian environment and the public experience of the street and focus on massing, scale, and style, while allowing for and encouraging design creativity. These Guidelines will ensure that the District continues

to evolve into an exciting and attractive destination. Promoting good design raises the value of real estate in the District, making it a more desirable place for investment in the short term and the long term. While updates may be necessary over time, the intent is to establish a set of guidelines that will apply today and into the future.

The Design Guidelines are directed primarily at developers and property owners that propose demolition, rehabilitation, and construction of buildings in the District, as well as the installation or repair of building signage.

Implementation

Any person contemplating a demolition, rehabilitation, construction, or signage project should consult the City of Worcester's EOED to determine if the project is within the Design Guidelines District. If so, such persons are strongly encouraged to review these Guidelines as early as possible in the development process. In this way, the Guidelines can shape the design from the outset and clarify expectations regarding the development process.

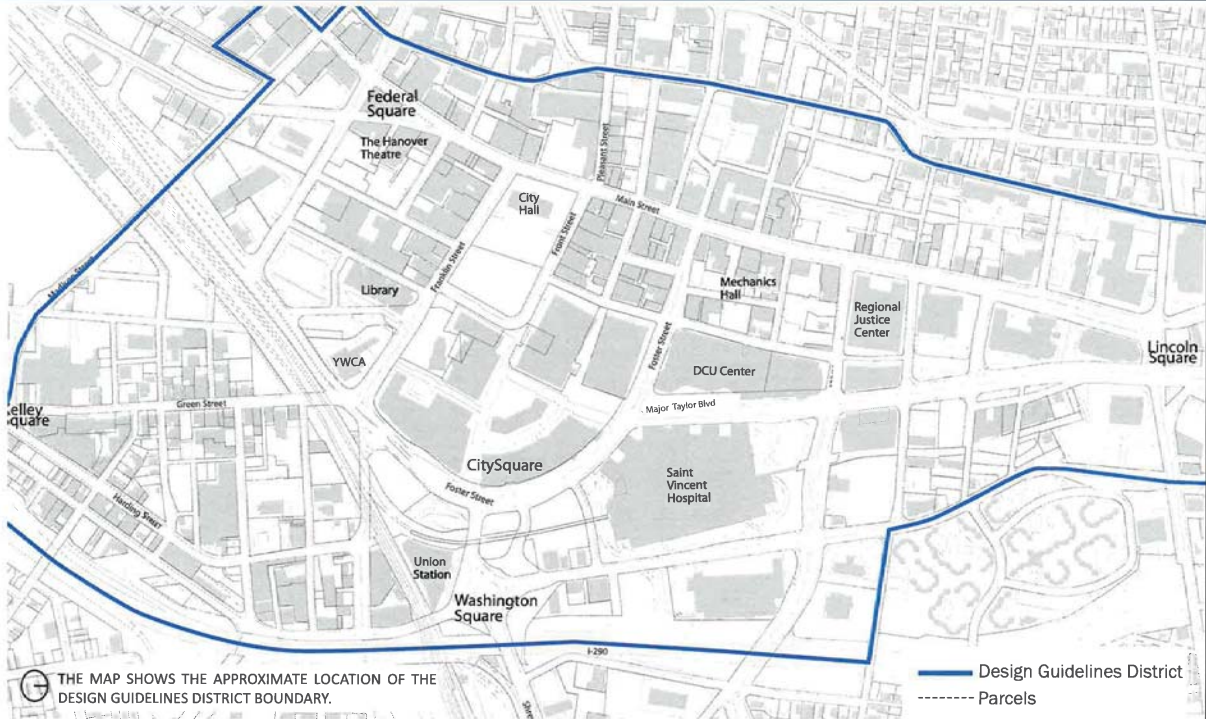
The staff from the EOED will conduct an internal review of the design of projects and provide comments and feedback.

Exemptions

All projects that receive financial support of any kind from the City, or through a City funded program, are required to follow the Guidelines unless otherwise waived, at the City's direction, in writing. A specific set of guidelines similar to, but apart from, the Guidelines outlined in this document were approved by the City as an element of the CitySquare project development agreement. Certain large-scale municipal facilities, including the DCU Center, are also exempt.

For more information, please contact the City of Worcester's Planning and Regulatory Services Division at: (508) 799-1400 ext. 260 or planning@worcesterma.gov

II. GUIDELINES DISTRICT BOUNDARY



III. DISTRICTS



Example of Historic Spine



Example of Innovation Spine

The character of the Design Guidelines District varies, with the downtown areas to the western side of Main Street and the Canal District exhibiting a more historic character, and the areas to the easterly side of downtown -- including Washington Square -- offering opportunities for a more innovative character.

HISTORIC DISTRICTS

Historic Spine

Streets in the Historic Spine comprise the grand-scale core of the historic district; the broad streets and relatively intact historic architecture create an opportunity to evoke Worcester's past. Massing, architectural articulation, and the selection of street furnishings and materials will support this character. Main Street and Green Street constitute the primary Historic Spines.

Historic Quarter

These areas have similar architectural character to the Historic Spine, including buildings primarily built prior to 1950, but have typically narrower streets that carry significantly less traffic. This allows for a smaller, more pedestrian-oriented scale while maintaining the historic theme of the District.

INNOVATION DISTRICTS

Innovation Spine

The Innovation Spine is characterized by wider streets, modern architecture, and larger-scale buildings when compared to the Historic Spine. As such, it has a much more contemporary character establishing a forward-looking aesthetic for the corridor that supports Worcester's commitment to advancement as one of its keys to continued growth and success. Major Taylor Boulevard and the portion of Foster Street between Commercial Street and Franklin Street constitute the primary Innovation Spines.

Innovation Quarter

The Innovation Quarter currently consists of areas that are generally underutilized and possess potential for redevelopment. It can be characterized by a theme of innovation drawn from the Innovation Spine and has street patterns that encourage dense, pedestrian-scaled development with finishes and furnishings of an appropriate scale and character.



Connector Street



Internal Street

STREET HIERARCHY

The street hierarchy is a functional understanding of the District that primarily informs wayfinding and orientation. The dimensional qualities and the level of future investment in streetscape enhancements are tied to this understanding. All District streets should be pedestrian in nature.

The Primary Streets should each have a continuous, distinct character along their length.

The Gateway Streets should read as important cross streets with consistent dimensions and wayfinding signage.

The Connector Streets and the Internal Streets tend to be narrower and carry more local traffic, making them interesting environments that further contribute to the pedestrian nature of the District.

For more information, please see the *City of Worcester Streetscape Policy*.

IV. DESIGN GUIDELINES



New and historic buildings within a consistent streetscape

The Design Guidelines will promote high quality urban design by reinforcing basic principles that make a city desirable and attractive for residents, employees, and visitors. The Guidelines are not intended to limit the development program, but rather to ensure that the program responds to its site context and minimizes adverse impacts to the pedestrian environment.

The intent is to ensure that each building acknowledges surrounding buildings and site characteristics, enhances the pedestrian environment, and contributes to the civic pride of the District over the long term. In some cases, new civic buildings may be designed as an exception to the Guidelines, allowing these unique buildings to stand out within the urban fabric due to their public function and their role as landmarks for the community.

The Guidelines are presented as a series of articles. Within each article, the principle is stated, the definition of terms to clarify the intent is presented, and more detailed explanations follow.

Specifically the Guidelines focus on:

- **Build-to Lines:** Building placement within the parcel to reinforce the street.
- **Streetwall Height/Stepbacks:** Apparent height from the street level.
- **Prominent Elements:** Need for special architectural treatment in prominent locations in the city.
- **Façade Articulation/Composition:** Appropriate articulation, both horizontally and vertically, that provides interest and breaks down the scale of the building façade.
- **Ground Level Façade:** The relationship of ground floor uses to the public realm.
- **Architectural Expression:** Doorway and window treatment and consideration of materials used on the building.
- **Surface Parking and Service Locations:** Structured parking and surface parking treatment.



Build-to line: Southbridge Street

Build-to line: Main Street

BUILD-TO LINES

Principle

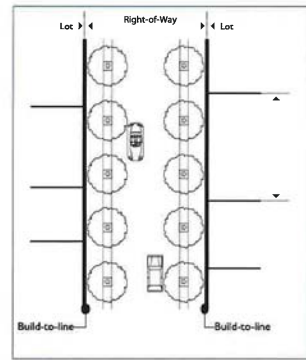
Streets and public spaces should be strongly defined by a consistent street wall in order to create an outdoor room with three-dimensional qualities.

Definitions

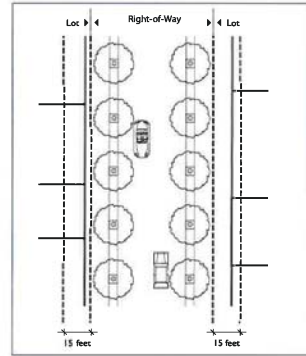
Build-to lines indicate the placement of the building in relation to the street and, together with other buildings, establish the street wall. This standard only applies to the measure of the lot line that coincides with the public right-of-way for a thoroughfare.

Guidelines

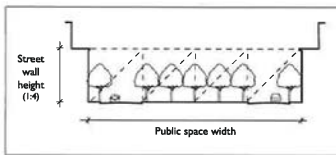
When practicable, one hundred percent of the lot lines that coincide with a public way should be occupied by the building façade. The building façade should be located on the build-to line. On large residential projects (one block length or more), building façades may be placed along a consistent build-to line recessed up to 15 feet from the right-of-way. Vehicular access into the building and service functions are strongly discouraged on Primary, Gateway, Connector, and Internal Streets, all of which are intended to be pedestrian in character. Access and service functions should occur on alleyways and service streets.



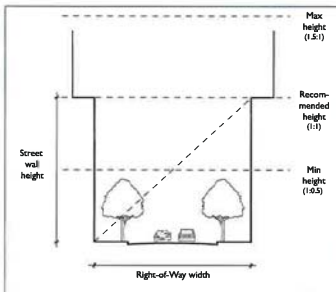
All districts



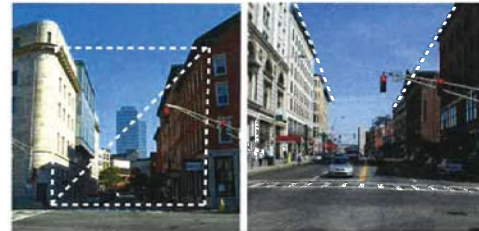
Residential blocks



Street wall height by public spaces



Street wall height



1:1 Street wall ratio: Myrtle Street & Southbridge Street

Consistent street wall height: Main Street & Southbridge Street

STREET WALL HEIGHT

Principle

The street wall should be scaled to define the pedestrian realm, with consistent heights along the street corridor.

Definitions

In elevation, the façade of the building or the part of the façade visible to the pedestrian creates the street wall in three dimensions. With step-backs, the total height of the building may be greater than the height of the street wall.

Guidelines

Dramatic changes in street wall height from one building to the next and from one side of the street to the other are discouraged, although precedents exist in Worcester for slightly higher façades at the corner of the block. The recommended height of the street wall should be equal

to the width of the right-of-way to create a 1:1 ratio. As a minimum, the height of the street wall should be equal to half the width of the right-of-way (1:0.5 ratio). As a maximum, the height of the street wall should only exceed one and a half times the width of the right-of-way (2:3 ratio) in prominent locations. On a public space, the height of the street wall should be equal to one-quarter of the width of the public space to create a 4:1 ratio.

On a corner lot, the most important street defines the desired height of the street wall. The minimum height of a street wall (1:0.5) is not applicable on alleyways and service streets, where lower street walls may be allowed.



Step-back: Massachusetts College of Pharmacy and Health Sciences

STEP-BACKS

Principle

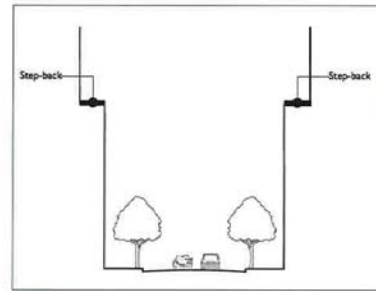
Building step-backs should be used to minimize the visual and shadow impacts of higher elements, allowing for greater height while maintaining a consistent scale with adjacent buildings.

Definitions

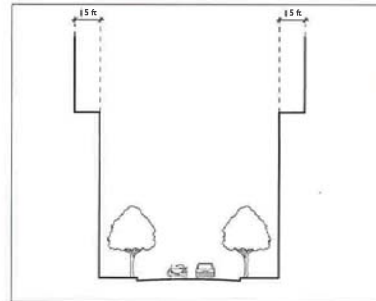
Step-backs occur at the upper levels of the building where the upper plane of the building is recessed from the street wall plane.

Guidelines

A minimum step-back of 15 feet is encouraged if the building exceeds the recommended height of the street wall. This allows for the first stepped-back level to be fully hidden from the street, which will highlight the portion of the façade on the build-to line. With step-backs, the total height of the building may be greater than the height of the street wall.



Step-back



Minimum step-back

PROMINENT ELEMENTS



Prominent element: Walnut Street toward Main Street

Corner treatment: Harrington Corner

PROMINENT ELEMENTS

Principle

Structures in prominent locations should have distinct profiles to serve as landmarks, which give areas their identity and are important for orientation.

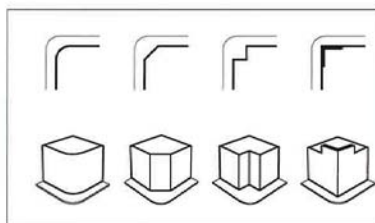
Definitions

Prominent locations include:

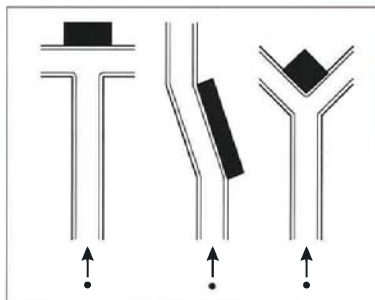
- Building façades that terminate view corridors
- Corners of buildings, especially at gateway locations
- Buildings surrounding the Common or other open spaces

Guidelines

Distinct profiles should be created on prominent locations. Examples include increasing the height of the façade in relation to the street wall, emphasizing the shape or form of the prominent portion of the façade, highlighting an entrance treatment, varying the build-to line on a corner with a diagonal, or creating a slight recession or protrusion.



Corner treatments



Prominent locations



Façade articulation: Main Street

FAÇADE ARTICULATION

Principle

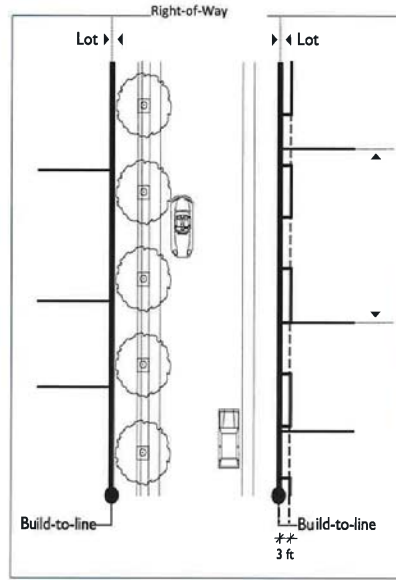
Articulation should be used to break the scale of the building into an aggregate of smaller forms, introduce texture, and to relate to the human scale, without detracting from the overall sense of a consistent street wall.

Definitions

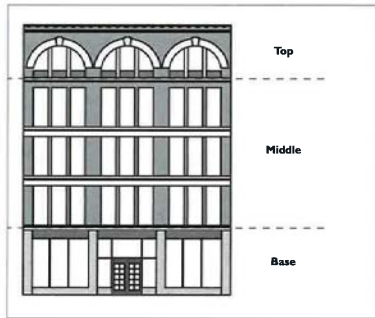
Façade articulation is a series of small setbacks and projections in the overall street wall.

Guidelines

Building façades should emphasize entry ways, windows, corners, and vertical elements, as well as other special features. Generally, the depth of the articulated elements should fall within a range of 0 to 3 feet. Articulation is expected on the Primary Streets and is encouraged on Gateway and Connector Streets.



Façade articulation



Façade composition



Façade composition



Façade: Main Street



Façade: Major Taylor Boulevard

FAÇADE COMPOSITION

Principle

Composition of the building façade should be used to define the scale of the street and to allow the pedestrian to assess the dimensions of the building.

Definitions

Façade composition is the arrangement of the materials and details that distinguish the various components of the building, particularly at the base and top.

Guidelines

Buildings should have façade compositions that distinguish and emphasize the base and top, and reinforce the scale of the street for the pedestrian. This approach should be applied regardless of the style and applied to all districts and street types. The building base should be in proportion to the height of the building (typically, one to three floors). On a corner lot, the most important street defines the proportion of the façade composition.



Street-level windows: Main Street

GROUND LEVEL FAÇADE

Principle

Visual access and active uses at the ground level help ensure a vibrant pedestrian environment.

Definitions

The ground level is the primary zone of interaction for pedestrians on the street, and includes the elements of uses, doorways, and window transparency.

Guidelines

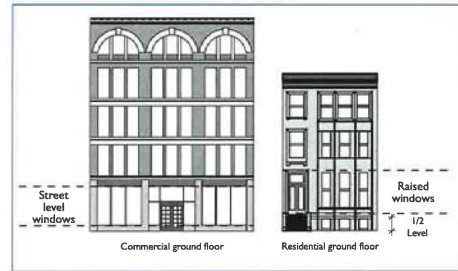
The preferred ground floor use relates to the street type. Retail and restaurant uses are preferred in all cases, but should be concentrated where there will be a critical mass of activity and/or should be targeted to key corners.

- On Primary and Gateway Streets, the ground floor should act as an extension of the public realm with retail, restaurants, lobbies, civic, and community uses.
- On Connector Streets, the above uses are preferable, but office uses and residential uses are also acceptable.
- On Internal Streets, all of the above uses are preferred, but structured parking is also acceptable.

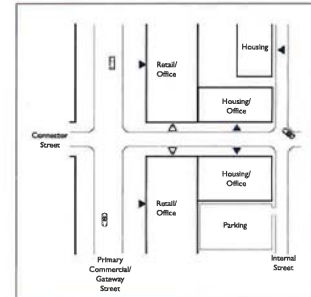
The main doorway(s) of the building should face the public space and should be oriented to the most important street. Multiple entrances along a façade are recommended. The design of the building should provide visual clues that make entrances easily identifiable. Alignment with key visual axes is strongly recommended, especially where a street terminates on the building façade or for buildings on corners. Important interior spaces, such as lobbies or retail spaces, should be clearly connected to the outdoor environment and visible from the street so they can welcome people and provide synergy to the urban experience.

The placement of windows is defined by the use of the ground level. On retail, restaurants, and office buildings, windows should be at street level and should allow pedestrians to see in and sense the activity of the building. On residential buildings with units at the ground level, windows should permit privacy and should be raised half a level above the sidewalk. Internal window coverings -- such as blinds or full curtains -- are highly discouraged. Window security grates, if necessary, should only be installed on the interior of the window and should be visually permeable.

GROUND LEVEL FAÇADE



Window elevation



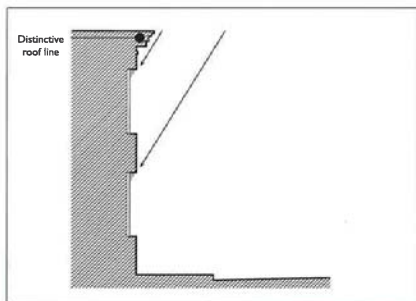
Preferred uses and doorway locations

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ARCHITECTURAL EXPRESSION



Window-to-wall ratio



Cornice/window depth



Distinctive roof line: Myrtle Street

1:1 Window-to-wall Ratio: Franklin Street

ARCHITECTURAL EXPRESSION

Principle

The architectural expression should be an innovative design that relates to the context of the surrounding buildings.

Guidelines

Building materials vary depending on their context. In the Historic District, the preferred material is masonry with individual windows punctuating the façade. In the Innovation District, the preferred material is precast concrete, glass, and metal panels. In both districts, bronze glass, highly reflective glass, and smoked glass are strongly discouraged.

Windows at the ground level are important in activating a building's ground level usage; therefore, windows at the ground level should occur in a ratio of at least 3:1 between openings and solid wall. Windows above base level should occur in a ratio of at least 1:1 between solid wall and openings, which will result in a pattern of solid wall buildings with punched windows and door openings. In certain circumstances, based on design, articulation, material, etc., lower ratios may be acceptable. The tops of buildings should have expressive roof lines that create a distinctive building silhouette.



Sloped floors not visible from street: Main Street at Federal Square

Ground floor retail: Major Taylor Boulevard

STRUCTURED PARKING

Principle

Parking structures should be designed to minimize impacts on the urban fabric.

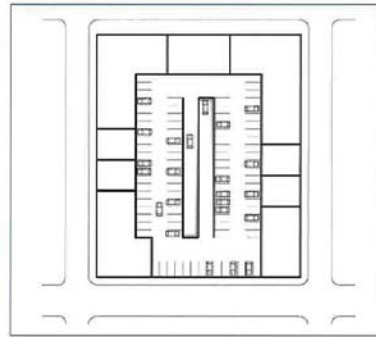
Guidelines

Wherever possible, parking structures should be placed toward the interior of a block, underground, or with the smallest possible façade facing the street. Parking structures at ground floor facing onto streets are strongly discouraged, except on service streets and alleyways.

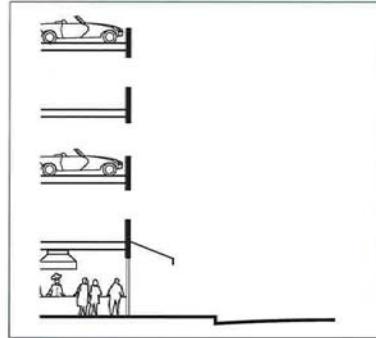
Where visible, parking structures should have façades that relate to the scale, proportion, and character of surrounding buildings, with a balance of solid wall and window-like punched openings. Large blank walls are discouraged. On façades facing Primary and Gateway Streets, active ground floor uses are encouraged.

Ramps should be located in the interior of the garage so that sloped floors are not visible from the street. Parking access should be located on internal streets, where possible. Green screens and landscaping are highly encouraged.

STRUCTURED PARKING

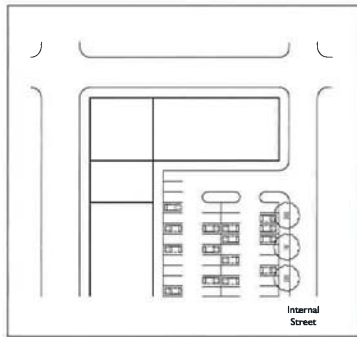


Structured parking on interior of block

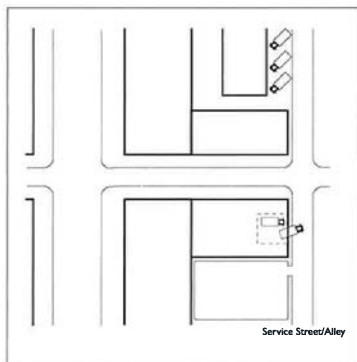


Structured parking with active ground floor uses

SURFACE PARKING AND SERVICE LOCATIONS



Surface parking placement



Service locations



Trees along edge of surface parking: Federal Street



Service entrance on Commercial Street

SURFACE PARKING AND SERVICE LOCATIONS

Surface Parking

Surface parking should be minimized and, where it exists, should be behind buildings or have decorative fencing, street trees, and landscape planting along the edge to continue the definition of the street wall.

Service Locations

Building service should be located on service streets and alleys. Interior and/or lower level service, loading, and utility areas are encouraged. Service areas, truck loading areas, mechanical units, transformers, and other utility and accessory structures should be designed to minimize their visual impact.

V. SIGNAGE GUIDELINES

Intent and Purpose

While informed by the Worcester Zoning Ordinance's context sensitive signage regulations, the intent of the sign design guidelines in this section is to provide adequate signage opportunities within the District to meet business and way-finding needs while encouraging signs that:

- 1.) Respect the City's significant cultural, historical, and architectural resources;
- 2.) Protect public investment in streetscape, open space, and public buildings;
- 3.) Complement and enhance a vibrant, pedestrian-friendly environment; and
- 4.) Reduce visual clutter and contribute to a vibrant pedestrian environment.

Property owners and tenants are encouraged to install creative signs using innovative materials and fabrication techniques that are context sensitive by taking into account the character of the building, site, and surrounding area.

The Guidelines shall be applied in addition to all applicable City Ordinances. Exceptions to these Guidelines shall be considered on a case-by-case basis at the City's discretion; provided that the excepted sign meets the overall intent of the Guidelines set forth in this document and conforms to the City's Sign Ordinance. Prior to the creation of any sign, it is recommended that proponents review not only these Guidelines, but also the City's Sign Ordinance to ensure full

compliance.

Permanent Signs

A sign is any device, excluding its supporting structure, consisting of any letter, figure, character, mark, point, marquee sign, design, poster, mural, stroke, stripe, line trademark, banner, insignia, or other reading matter that is used to attract or direct attention of the public to any object, product, place, activity, facility, event, attraction, person, institution, service organization, or business displayed out-of-doors for recognized advertising or identification purposes. All permanent signs require a permit from the City's Department of Inspectional Services.

Temporary Signs

A sign is categorized as temporary if it is intended to be maintained for a continuous period of time less than one year. Typical temporary signs include: for sale or rent notices, building contractor and leasing signage, and signs associated with sales and events.

Fabrication Techniques

In order to provide dimensionally interesting signage, the following fabrication techniques are recommended:

- Use of individually cut out letters, graphics, and logos;
- Use of corrosion resistant materials for all attachment hardware, bolts, and clips;
- Minimize/avoid use of exposed conduit, tubing, or raceways;

- Conceal all conductors, transformers, and other equipment;

- Construct awnings from weather resistant material (real or synthetic); and

- Use of digital/electronic or changeable letter signs at performance venues, subject to City approval of size, location, and lamination.

In addition, installation/removal of signage should be completed in a way that causes no harm to masonry or architectural detailing. Signage should not damage or require removal of historic materials. The use of formed plastic, injection-molded, or easily damaged signage materials is strongly discouraged.

Lighting

In general, the City encourages the use halo-illuminated signage and lettering as well as face-lighting or external illumination. The use of neon in open-face channel letters is permitted; however signage constructed solely of neon tubes is discouraged. Internally illuminated signs are strongly discouraged.

For more information about the City of Worcester's Sign Ordinance, please contact the City's Division of Planning and Regulatory Services at (508) 799-1400, ext. 260 or planning@worcesterma.gov.

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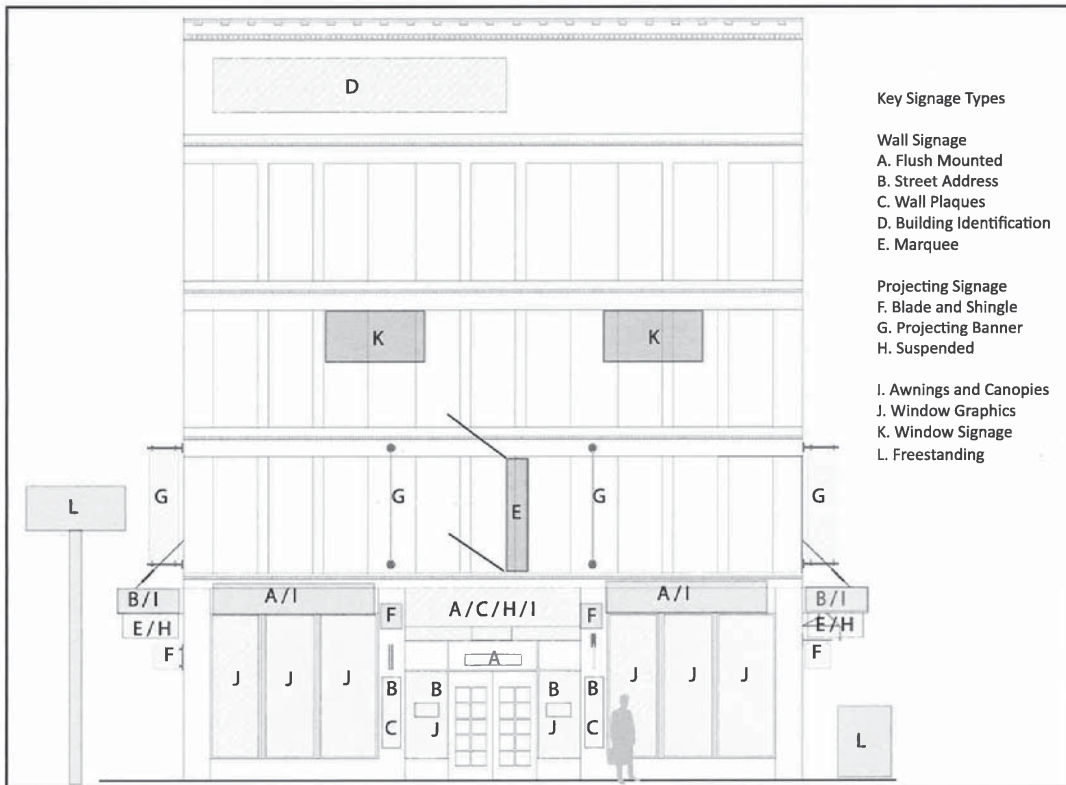
The signs depicted in this section are for illustrative purposes only and may not reflect the Guidelines set forth by the City of Worcester Sign Ordinance.

EXISTING SIGNAGE IN THE DISTRICT



The signs depicted in this section are for illustrative purposes only and may not reflect the Guidelines set forth by the City of Worcester Sign Ordinance.

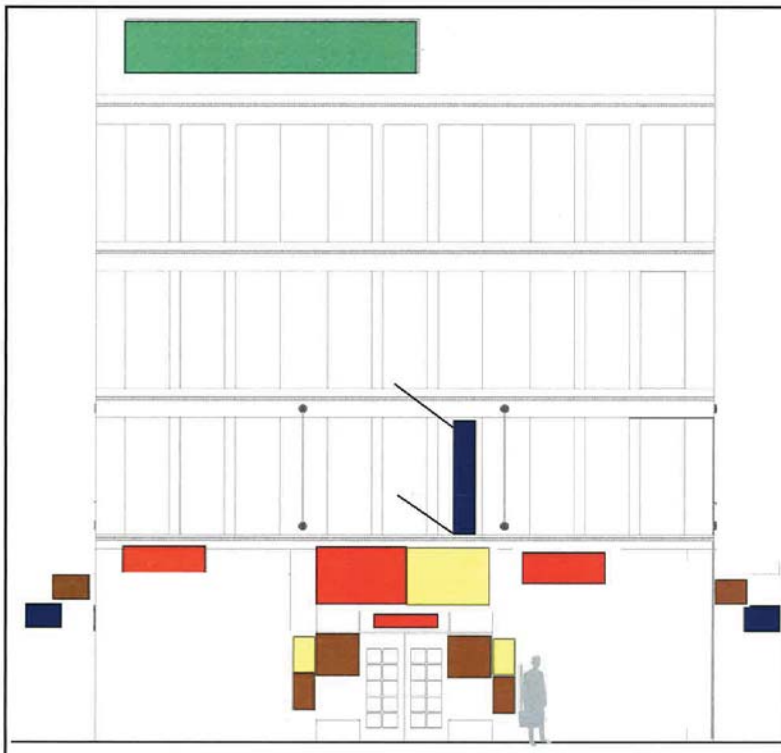
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WALL SIGNAGE



Recommended mounting locations (colored areas above)

WALL SIGNS

For the purposes of these Guidelines, the City encourages the following wall sign types:

- Flush Mounted
- Street Address
- Wall Plaque
- Building Identification
- Marquee

Definition

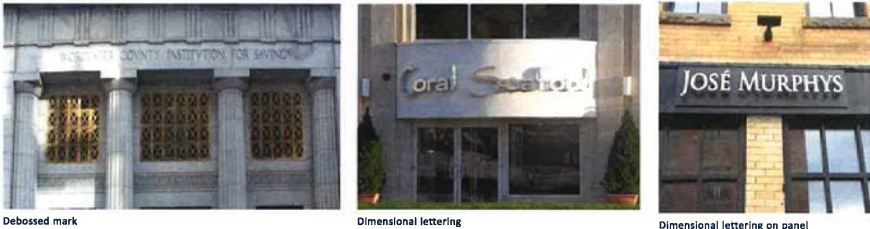
A sign which is applied, painted on, or supported in whole or in part by an exterior wall of a building or structure and does not extend more than 14 inches from the wall and does not extend beyond the ends of the wall to which it is attached.

Guidelines

The maximum area for combined wall signs on a building shall not exceed 1.5 SF per length of the building plus 1.5 SF per building height for buildings over 4 stories or over 50 feet in height.

The signs depicted in this section are for illustrative purposes only and may not reflect the Guidelines set forth by the City of Worcester Sign Ordinance.

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**WALL SIGN
Flush Mounted**

Definition

A wall sign consisting of letters or mark mounted parallel to the building's facade that is either mounted as individual letters, or contained in a sign panel.

Guidelines

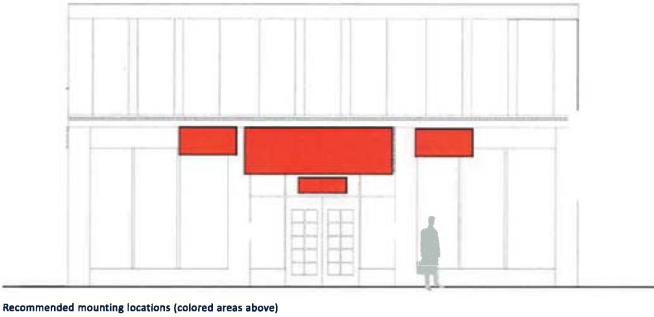
Number of signs: Unlimited

Mounting height: 20-foot maximum, provided it is below the sill line of the second floor windows or the lowest point of the roof, whichever is less.

Depth of sign: Signs shall not project more than 8 inches from a building wall.

Illumination:

1. Natural lighting
2. External spot or flood lighting
3. Halo-lit or backlit letters



Recommended mounting locations (colored areas above)

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The signs depicted in this section are for illustrative purposes only and may not reflect the Guidelines set forth by the City of Worcester Sign Ordinance.



Address on plaque

Address on building

Address on panel



Recommended mounting locations (colored areas above)

**WALL SIGN
Street Address**

Definition

Plaque mounted to side of building at pedestrian level, or dimensional letters mounted above door conveying at the minimum the numerical street address of the building.

Guidelines

Number of signs: Minimum of one located at the main entry to the building.

Mounting height: 5 feet on center for wall mounted, horizontally centered above door(s), or on the sides of a canopy. Numerals mounted overhead should be no less than 8 inches.

Illumination:

1. Natural lighting
2. Halo-lit or backlit letters

The signs depicted in this section are for illustrative purposes only and may not reflect the Guidelines set forth by the City of Worcester Sign Ordinance.

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Wall plaque



Wall plaque with historical marker

WALL SIGN
Wall Plaque

Definition

Wall signs that consist of small, pedestrian-oriented signs that may convey information such as hours of operation or take the form of directories, menu cases, or convey historical building markers.

Guidelines

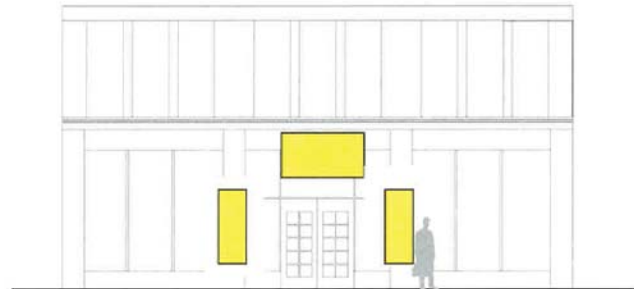
Area of sign: Up to 12 SF in area, not projecting more than 3 inches from the building wall.

Number of signs: Two per usable entry.

Mounting height: 5 feet on center above grade or sidewalk.

Illumination:

1. Natural lighting
2. Internal lighting (for menu cases only)



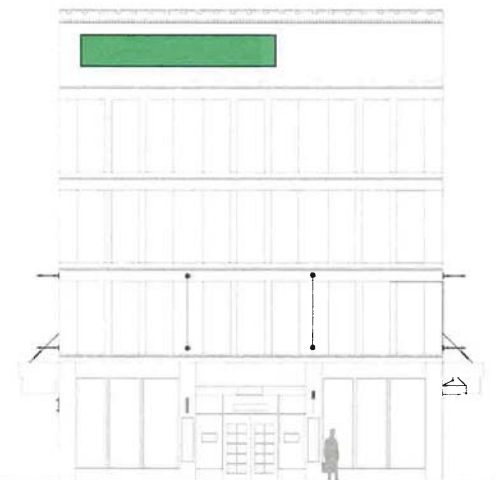
Recommended mounting locations (colored areas above)

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BUILDING IDENTIFICATION SIGNAGE



Building Identification Signage



Recommended mounting location (colored areas above)

WALL SIGN
Building Identification

Definition

Corporate brand identification signage for larger commercial buildings. Due to viewing distances, the permitted sign area is increased. Signage should consist of individual letters and graphic elements applied directly to the building facade.

Guidelines

Maximum area of sign: Total wall sign area not to exceed 1.5 SF per building unit length plus 1.5 SF in height for buildings 4 stories or higher or 50 feet or higher.

Number of signs: Up to two, one per facade.

Mounting restrictions: Roof signs with individual channel letters may be considered through a special permit from the Zoning Board of Appeals.

Illumination:

1. Natural lighting
2. External lighting

The signs depicted in this section are for illustrative purposes only and may not reflect the Guidelines set forth by the City of Worcester Sign Ordinance.

**WALL SIGN
Marquee**

Definition

A permanent sign painted on, printed on, or otherwise attached to the surface of a marquee generally designed to have changeable copy, either manually or electronically.

Guidelines

Maximum area of sign: 24 SF or 1.5 SF per linear foot of primary building unit length, whichever is greater.

Number of signs: One per side of a building viewable from a different street.

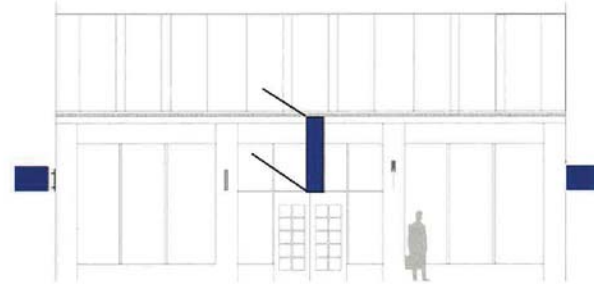
Mounting height: No part of marquee shall project more than 5 feet above the roof or parapet line.



Digital Marquee



Manual Marquee



Recommended mounting locations (colored areas above)

The signs depicted in this section are for illustrative purposes only and may not reflect the Guidelines set forth by the City of Worcester Sign Ordinance.



Blade sign

Shingle sign

Reach blade sign

PROJECTING SIGNAGE

PROJECTING SIGNS

For the purposes of these Guidelines, the City encourages the following projecting sign types:

- Blade & Shingle
- Projecting Banner
- Suspended

Definition

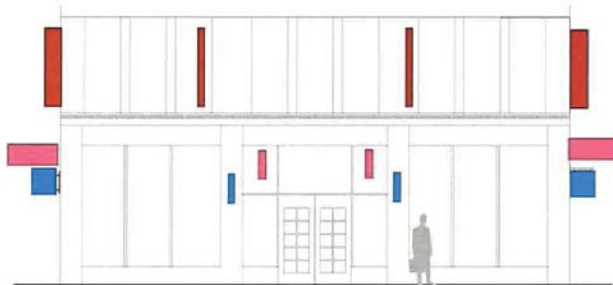
A permanent sign which projects from and is supported by a wall or parapet of a building with the display surface of the sign in a plane perpendicular to or approximately perpendicular to the wall. Projecting signs shall also include: 1) banners that are displayed length wise, where the longer side of the sign is vertical and attached with two or more permanent brackets, one at the top and one at the bottom of the banner, but does not include temporary banner signs; and 2) signs suspended from a building overhang.

Guidelines

Maximum area of sign: Shall not exceed 16 SF.

Mounting height: Shall not extend above roofline or parapet. Provide a minimum of 8 feet of clearance above sidewalk and 14 feet above driveway, alley, or other right of way.

Depth of sign: Shall not extend more than 5 feet from the wall on which the sign is attached. Shall provide 6 inch minimum air space between sign and the building wall.



Recommended mounting locations (colored areas above)

PROJECTING SIGN
Blade and Shingle

Definition

A projecting sign mounted perpendicular to a building's facade, the shingle sign is typically suspended beneath an armature, and is able to swing from the axis of the pole, while the blade signs are typically mounted directly to the building facade using a rigid mounting bracket.

Guidelines

Maximum area of sign: 16 SF.

Number of signs: One per ground floor establishment, plus one for any public building entrance not serving a ground floor establishment. All signs should be centered within architectural elements.

Mounting height: 20 foot maximum, provided it is below the sill line of the second floor windows or the lowest point of the roof, whichever is less, and does not have less than 10 feet of vertical clearance above grade or sidewalk.

Illumination:

- 1. Natural lighting
- 2. External lighting



Shingle sign



Blade sign



Shingle sign

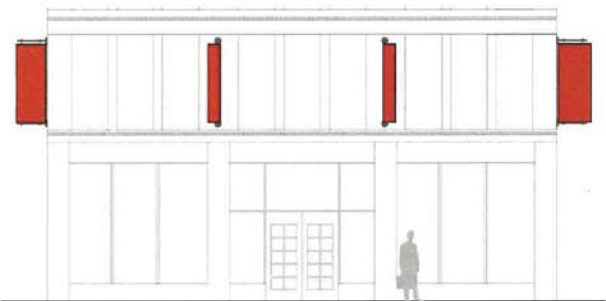


Recommended mounting locations (colored areas above)

The signs depicted in this section are for illustrative purposes only and may not reflect the Guidelines set forth by the City of Worcester Sign Ordinance.



Fabric banner applications



Recommended mounting locations (colored areas above)

PROJECTING SIGN
Projecting Banner

Definition

A projecting sign consisting of fabric, or rigid material, mounted with use of poles, typically oriented perpendicular to structure facade.

Guidelines

Maximum area of banner: 32 SF with additional bonus area of 0.5 SF per height of buildings four stories or higher or 50 feet or higher.

Number of banners: Varies, however, banner spacing is based on building size, facade, and the size of the signs. Spacing will be determined on a case-by-case basis.

Projection: Banners should not project more than 5 feet into the public right-of-way.

Mounting height: Bottom of banners should be mounted at least 14 feet above grade of sidewalk to avoid intrusion into blade sign or awning zone, and not extend beyond the third story of the structure.

**PROJECTING SIGN
Suspended Signage**

Definition

Letters or mark applied to a panel, hung from the underside of a canopy.

Guidelines

Size: Less than or equal to the distance of a canopy at a usable entry, or less than or equal to half the distance of the canopy for non-entry applications.

Number of signs: Two single-sided panels in the case of a usable entry. One double-sided panel per ground-level tenant at beginning of occupied frontage for building attachment.

Projection: Banners should not project more than 5 feet into the public right-of-way.

Mounting height: Topmost extension of sign to be less than or equal to 6 inches of overhang, bottom should not have less than 10 feet of vertical clearance above grade or sidewalk.

Illumination:

1. Natural lighting
2. External lighting



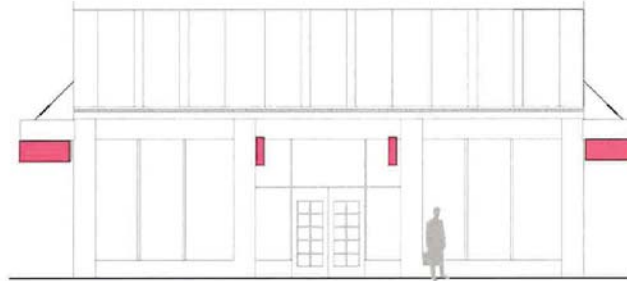
Suspended sign from a blade sign



Suspended sign from an awning



Suspended sign



Recommended mounting locations (colored areas above)

The signs depicted in this section are for illustrative purposes only and may not reflect the Guidelines set forth by the City of Worcester Sign Ordinance.

**PROJECTING SIGN
Awnings and Canopies**

Definition

Roof-like structures, above storefront windows or entries, sometimes containing a mark or signature of a tenant.

Guidelines

Length: Awnings and canopies shall not exceed 20 feet in horizontal length and be centered within architectural elements, such as doors or columns.

Projection: Awnings and canopies should not project more than 5 feet into the public right-of-way, except where located above an operable building or shop entry, in which case the maximum projection shall not exceed 10 feet.

Mounting height: Bottom of awnings and canopies shall be at least 8 feet above grade or sidewalk, except in the case of a movable valance which may be 7 feet above grade or sidewalk.

Design: On multi-tenant facades, use common design elements. Logo or tenant mark shall be limited to the valance of an awning, or the front plane of the canopy. Retractable or open sided awnings are preferred, with or without drop valances.

Illumination:

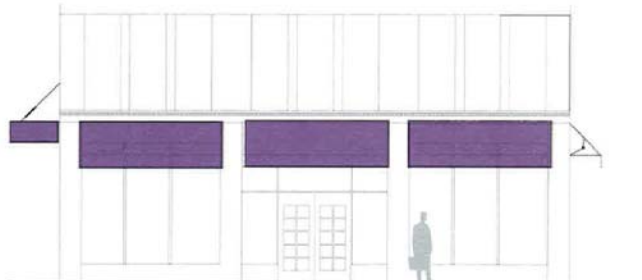
1. Natural lighting only; backlit awnings are discouraged.



Open sided awnings with valances



Architectural canopy



Recommended mounting locations (colored areas above)



Window display with permanent window graphics

PERMANENT STOREFRONT WINDOW GRAPHICS

Definition

Window graphics can be permanent with the tenant's name and logo or hours of operation. Other permanent window signs shall be considered.

Guidelines

Area: Window signs shall not obscure the interior view of a retail establishment, and should be no greater than 10% of the available window space. All combined permanent and temporary window signs and graphics shall not exceed 50% of the available window space. In no case shall window signs obscure the entire window panel area.

Number of signs: Limited only by area occupied.



Recommended mounting locations (colored areas above)

The signs depicted in this section are for illustrative purposes only and may not reflect the Guidelines set forth by the City of Worcester Sign Ordinance.

WINDOW SIGNAGE



Window signage

PERMANENT STOREFRONT WINDOW GRAPHICS

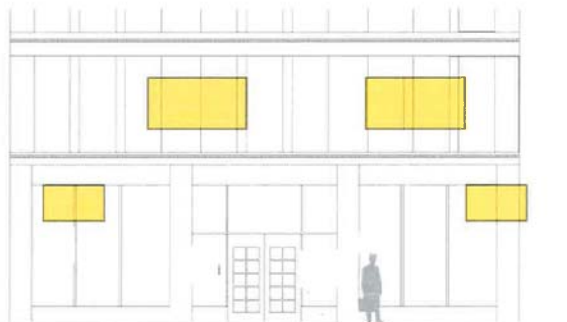
Definition

Window graphics can be permanent with the tenant's name and logo or hours of operation. Other permanent window signs shall be considered.

Guidelines

Area: Window signs shall not obscure the interior view of a retail establishment, and should be no greater than 10% of the available window space. All combined permanent and temporary window signs and graphics shall not exceed 50% of the available window space. In no case shall window signs obscure the entire window panel area.

Number of signs: Limited only by area occupied.



Recommended mounting locations (colored areas above)

The signs depicted in this section are for illustrative purposes only and may not reflect the Guidelines set forth by the City of Worcester Sign Ordinance.

FREESTANDING SIGNS

Definition

A permanent accessory or non-accessory sign not attached to a building and supported upon the ground, including but not limited to pole, monument, and menu board signs.

Guidelines

Area: The area of a freestanding or ground sign shall be considered to include all the lettering, wording, and accompanying designs and symbols, together with the background on which they are displayed, any frame around the sign and any extensions, excluding the necessary supports or uprights on which the sign is placed.

Maximum number: One double-faced sign per lot. May contain one individual panel or multiple panels.

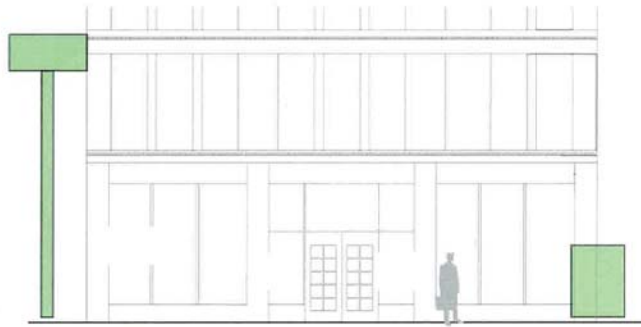
Maximum size: 24 SF for residential. 64 SF for individual non-residential. Additional square footage allowed based on number of tenants.

Minimum setback/length: 5 feet from any lot line except where a lot with a freestanding sign abuts a residential district or public park, in which case it must be 10 feet.

Maximum height: 12 feet for residential, 20 feet for non-residential with 1 to 2 tenants, and 25 feet for non-residential with 3 or more tenants.



Freestanding signs



Recommended mounting locations (colored areas above)

The signs depicted in this section are for illustrative purposes only and may not reflect the Guidelines set forth by the City of Worcester Sign Ordinance.

VI. RELATED INITIATIVES



Public Art

The City of Worcester is committed to expanding its public art. Whether publicly or privately constructed and maintained, art in the public realm enriches the lives of residents and visitors, strengthens the sense of place, and enhances the civic spirit. Public art identifies Worcester as a city that values its streetscape and cultural assets as enhancements to economic development initiatives. Public art indicates a city of vision and pride.

The City will work with both public and private entities to ensure that public art is a key component of Worcester's urban design. Whether integrated into development projects, incorporated into public spaces, or supported by financial contributions, public art will increasingly become a part of the City's planning. Public art reflects and respects its surroundings and also generates interest and excitement.

For more information about the City's public art initiative, please contact the City's Cultural Development Division at (508) 799-1400, ext. 265.



Wayfinding

Wayfinding is the art and science of directing people in motion. An effective wayfinding program presents a simplified layering of selected information that allows the visitor to navigate through unfamiliar territory with confidence and to gain a sense of place in the process. A successful wayfinding system is essential for economic growth as well as cultural tourism. Improving the connection between residents, workers, and visitors, as well as with local activity centers, is a key element of a comprehensive economic development strategy.

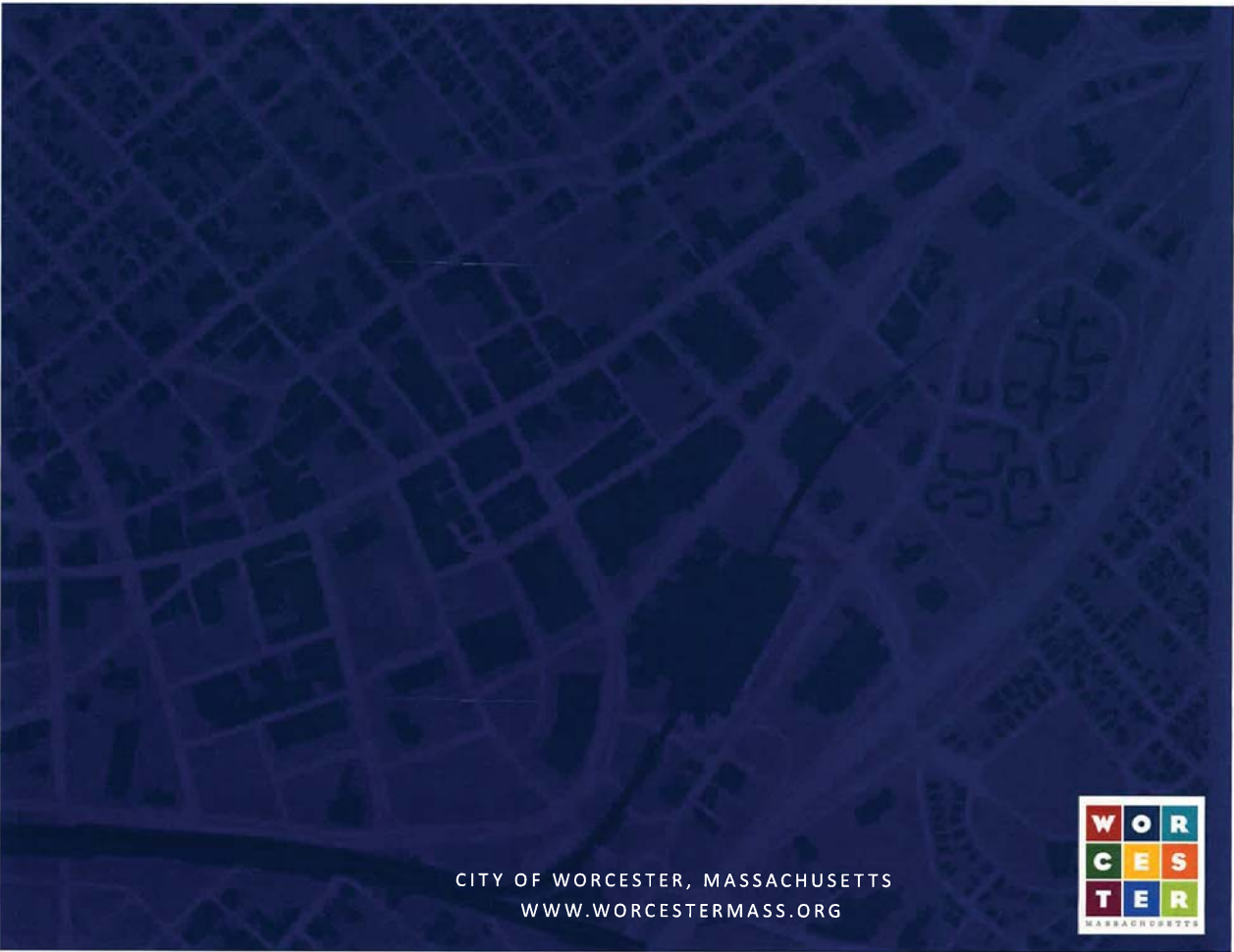
Composed of a combination of "districts" and "ways," the City's Wayfinding Initiative creates a grid-like system for easy navigation of Worcester's diverse neighborhoods. The Initiative incorporates a number of elements, including city identifiers, district identifiers, vehicle directionals, and pedestrian kiosks. Public art is an integral part of the new system. The project has identified key art forms that offer residents and visitors a sense of place through a strong and ubiquitous public art component.



Green Building

The City encourages all builders and developers to consider environmental impact with every new development and renovation project. As part of the planning process, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) certification guidelines should be consulted to determine the practicality of green construction. Whenever possible, LEED guidelines should be incorporated into design plans to reduce environmental impact and promote energy efficiency and cost savings.

For more information on the benefits of building green, please contact the City of Worcester's Planning and Regulatory Services Division at (508) 799-1400, ext. 260 or planning@worcesterma.gov.



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