



# New Bedford, Massachusetts Motor Vehicle Special Permit APPLICATION

The undersigned petitions the City Council to grant a SPECIAL PERMIT in the manner and for the reasons hereinafter set forth under the provisions of the Zoning Ordinance to the following described premises:

DATE: 6-25-19

**Type of service to be provided:**

☒ Sales and/or Rentals    ☒ Body Repair    ☒ General Repair    ☒ Light Service

**Owner/Landlord Information:**

Duncan Prier  
Full Legal Name

31 Ellisville Rd.  
Address

508-733-1132  
Phone Number

PAR Realty Trust  
Company Name (if applicable)

Plymouth, MA 02360  
City, State, Zip

Mbrackton@aol.com  
Email Address

OTHER Owner/Landlord Information: (if applicable)

**Lessee Information: (if different from above)**

Christopher Zammito  
Full Legal Name

307 Smith Neck Rd  
Address

774-406-0556  
Phone Number

RPCV Autobody, LLC  
Company Name

Dartmouth, MA 02748  
City, State, Zip

Chris@Toyotaofdartmouth.com  
Email Address

OTHER Lessee Information: (if applicable)

**Location Information:**

Address of Premises: 49 Potomaska St. 02740  
Street Number & Name Zip Code

Assessor's Plot: 031 0242 \_\_\_\_\_  
Plot # Lot # Book # Page #

Lot Dimensions: 150 319 38768.4  
Frontage Depth Area in Sq. Ft.

Zoning District(s) in which premises are located: IB

Premises in present ownership since: (date of purchase) 03-10-2004

Present use of premises: Maaco Autobody shop

Number of buildings on Lot: 1 Size of existing building(s): 11445

Number of cars on premises at any given time: 50-90

Number of people on premises at any given time: 16

Size of proposed buildings (if applicable): N/A

Extent of proposed alterations (if applicable): N/A

Have plans been submitted to the Department of Inspectional Services? Yes  
(Recorded Plans, accurately scaled as required by DIS, must be included with this application.)

Has the Department of Inspectional Services Commissioner refused to issue a permit? Yes

If so, the reason: requires Special Permit

**Signature Page:**

A non-refundable filing fee is required when submitting the application, payable by cash, check or money order made payable to the City of New Bedford. The filing fee is non-refundable regardless of whether or not the petition is granted.

The FEE SCHEDULE as of January 2018:

Up to 10,000 square feet - \$700
10,001 - 20,000 square feet - \$800
20,001 - 30,000 square feet - \$900

If the petition is granted, the permission is specific to the plans submitted, unless the City Council states otherwise.

By signing this application, the Petitioner is stating that they have read and understand this application and the accompanying instructions and information. If granted, the Special Permit needs to be recorded and acted on within one year or the application process must begin again with a new, non-refundable fee.

I have read and understand this application and the accompanying instructions and information.

Respectfully submitted:

Owner Signature: \_\_\_\_\_

*(Must be the signature of the current owner on record.)*

Date: 5.25.19

Lessee Signature: \_\_\_\_\_

*(If the Lessee is a corporation, we must have a letter authorizing this person to sign on the corporation's behalf, on company letterhead.)*

Date: 5.25.19

Representative Signature: \_\_\_\_\_

*(Although not a requirement for submission, you may wish to contact an attorney to assist you with the application process.)*

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

OTHER Owner Signature: \_\_\_\_\_

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

OTHER Lessee Signature: \_\_\_\_\_

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



# New Bedford, Massachusetts Motor Vehicle Special Permit *Department Signature Page*

I (do) do not consent to the application referenced above. I suggest the following conditions be included:

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Tabitha Harkin  
City Planner

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6/28/2019  
Date

I (do) do not consent to the application referenced above. I suggest the following conditions be included:

Will require a Special Permit approved by City Council for 20 cars. This Special Permit must be recorded at the Registry of Deeds after the 20-day appeal period has expired and it is stamped by the City Clerk attesting that fact, then a copy must be returned to room 308 and a permit will be issued from Inspectional Services (Room 308).

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Danny Romanowicz  
D.I.S. Commissioner

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7/25/2019  
Date

I (do) do not consent to the application referenced above. I suggest the following conditions be included:

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Nicholas Nanopoulos  
Licensing Board Clerk

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6/28/2019  
Date

I (do) do not consent to the application referenced above. I suggest the following conditions be included:

Approved by Justin Chicca Superintendent of Wastewater after discussion With Wayne Perry IPP Coordinator.

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Justin Chicca, Wastewater Superintendent  
D.P.I Commissioner

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8/15/2019  
Date

I (do) do not consent to the application referenced above. I suggest the following conditions be included:

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Dennis Farias  
City Clerk

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7/2/2019  
Date

Abutters list



## City of New Bedford REQUEST for a CERTIFIED ABUTTERS LIST

This information is needed so that an official abutters list as required by MA General Law may be created and used in notifying abutters. You, as applicant, are responsible for picking up and paying for the certified abutters list from the assessor's office (city hall, room #109).

JUN 19 2019

SUBJECT PROPERTY	
MAP #	31
LOT(S)#	242
ADDRESS: 49 Potomska St. New Bedford	
OWNER INFORMATION	
NAME: Prier Duncan M 'Trs'	
MAILING ADDRESS: 31 Ellenville Rd. Plymouth, MA 02360	
APPLICANT/CONTACT PERSON INFORMATION	
NAME (IF DIFFERENT): Chris Zammilo	
MAILING ADDRESS (IF DIFFERENT): 100 Faunce Corner Rd. Dartmouth MA 02747	
TELEPHONE #	774-406-0556
EMAIL ADDRESS:	
REASON FOR THIS REQUEST: Check appropriate	
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPLICATION
<input type="checkbox"/>	PLANNING BOARD APPLICATION
<input type="checkbox"/>	CONSERVATION COMMISSION APPLICATION
<input type="checkbox"/>	LICENSING BOARD APPLICATION
<input checked="" type="checkbox"/>	OTHER (Please explain): Special Permit City Council

Once obtained, the Certified List of Abutters must be attached to this Certification Letter.

Submit this form to the Planning Division Room 303 in City Hall, 133 William Street. You, as applicant, are responsible for picking up and paying for the certified abutters list from the assessor's office (city hall, room #109).

### Official Use Only:

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

Carlos Amado

Printed Name

*Carlos Amado*

Signature

6/20/2019

Date

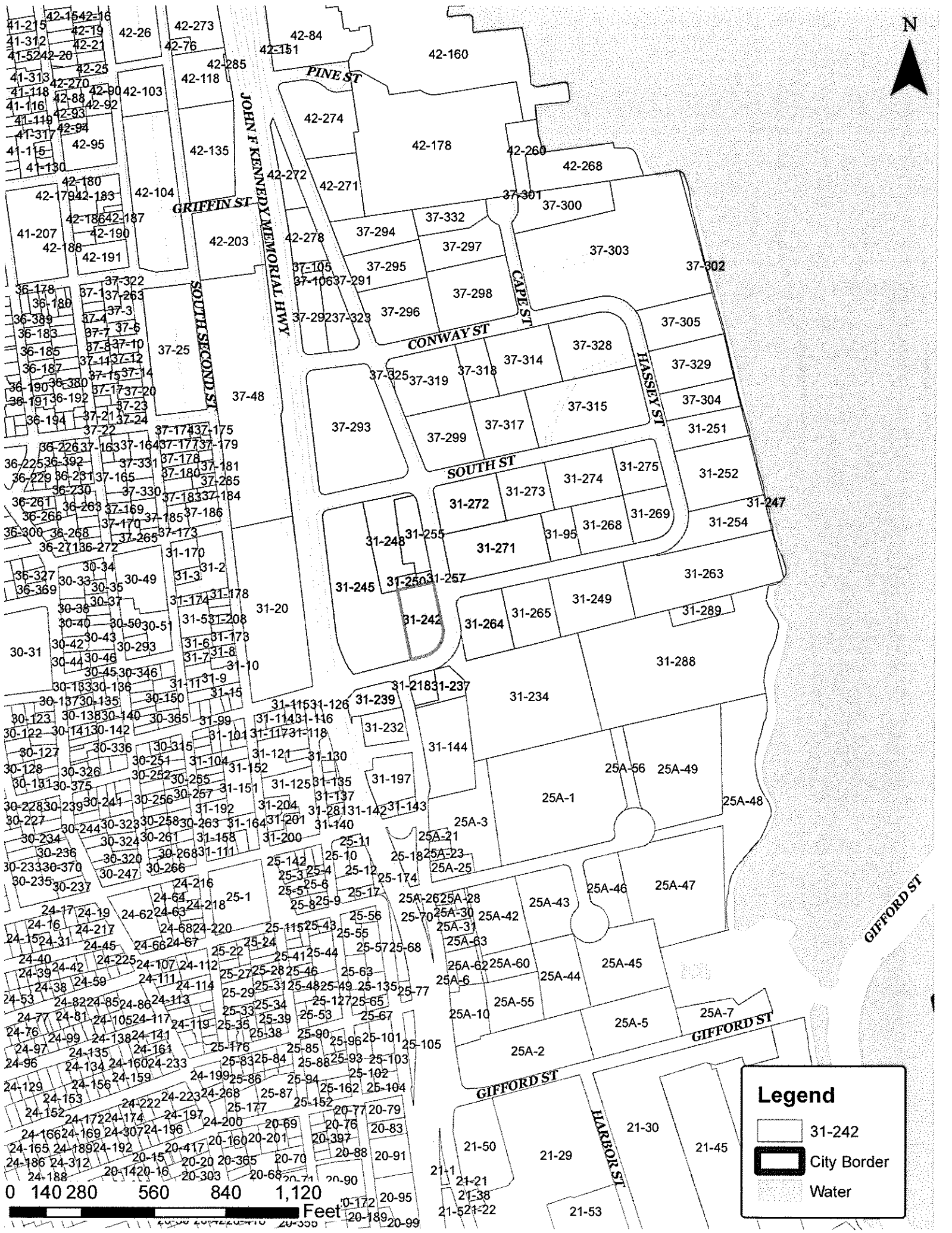
June 19, 2019  
Dear Applicant,

Please find below the List of Abutters within 300 feet of the property known as 49 Potomska Street (Map: 31, Lot: 242). The current ownership listed herein must be checked and verified by the City of New Bedford Assessor's Office. Following said verification, the list shall be considered a Certified List of Abutters.

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

Parcel	Location	Owner and Mailing Address
31-271	77 WRIGHT ST	M F FOLEY INC NEW BEDFORD, 77 WRIGHT ST NEW BEDFORD, MA 02740
31-245	65 POTOMSKA ST	SOUTHEASTERN REGIONAL, TRANSIT AUTHORITY 65 POTOMSKA ST NEW BEDFORD, MA 02744
31-239	56 POTOMSKA ST	<del>EL TOM ALEXANDRE "TRUSTEE", NB18 REALTY TRUST</del> 56 POTOMSKA STREET NEW BEDFORD, MA 02740 <i>AZ Petroleum LLC</i>
31-237	MACARTHUR DR (SS)	RAFAEL CARLOS, RAFAEL CONCEICAO 77 TUCKER LANE DARTMOUTH, MA 02747
31-218	350 S FRONT ST	RAFAEL CARLOS, RAFAEL CONCEICAO 77 TUCKER LANE DARTMOUTH, MA 02747
31-257	MACARTHUR DR (WS)	PRIER DUNCAN M 'TRS', PAR REALTY TRUST 31 ELLISVILLE ROAD PLYMOUTH, MA 02360
31-242	49 POTOMSKA ST	PRIER DUNCAN M 'TRS', PAR REALTY TRUST 31 ELLISVILLE ROAD PLYMOUTH, MA 02360
31-250	MACARTHUR DR (WS)	PRIER DUNCAN M 'TRS', PAR REALTY TRUST 31 ELLISVILLE ROAD PLYMOUTH, MA 02360
31-272	44 SOUTH ST	OCEANS CAPITAL (US) LLC, 44 SOUTH ST NEW BEDFORD, MA 02740
31-248	75 MACARTHUR DR	STREETSIDE REALTY LLC, 16 HASSEY STREET NEW BEDFORD, MA 02740
31-255	MACARTHUR DR (WS)	STREETSIDE REALTY LLC, 16 HASSEY STREET NEW BEDFORD, MA 02740
31-264	80 WRIGHT ST	C P BRODEUR INC, 80 WRIGHT ST NEW BEDFORD, MA 02740

N



### Legend

- 31-242
- City Border
- Water

0 140 280 560 840 1,120 Feet

Rejection

## IX. HOMEOWNER LICENSE EXEMPTION

### Supplement #1

The current exemption for "homeowner" was extended to include owner-occupied dwellings of two units or less and to allow such homeowners to engage an individual for hire who does not possess a license, provided that the owner acts as supervisor. (State Building Code Section 110.5)

### DEFINITION OF HOMEOWNER:

Person(s) who own a parcel of land on which he/she resides or intends to reside, on which there is, or is intended to be, a one to two family dwelling, attached or detached structures accessory to such use and/or farm structures. A person who constructs more than one home in a two-year period shall not be considered a homeowner. Such "homeowner" shall submit to the Building Official, on a form acceptable to the Building Official, that he/she shall be responsible for all such work performed under the building permit. (Section 110.5)

The undersigned "homeowner" assumes responsibility for compliance with the State Building Code and other applicable codes, ordinance, rules and regulations, and will comply with the City of New Bedford Building Department minimum inspection procedures and requirements.

HOMEOWNERS SIGNATURE \_\_\_\_\_

## X. CONSTRUCTION DEBRIS DISPOSAL

### Supplement #2

In accordance with provisions of Massachusetts General Law C40, S54, debris resulting from this work shall be disposed of in a properly licensed solid waste disposal facility as defined by Massachusetts General Law C111, S150A

The debris will be disposed of in: \_\_\_\_\_

(Location of Facility)

Signature of Permit Applicant \_\_\_\_\_

Date \_\_\_\_\_

## XI. HOME IMPROVEMENT CONTRACTOR LAW AFFIDAVIT

(Residential Use Only) Supplement to Permit Application

### Supplement #3

MGLc. 142 A requires that the "reconstruction, alteration, renovation, repair, modernization, conversion, improvement, removal, demolition, or construction of an addition to any pre-existing owner-occupied building containing at least one but not more than four dwelling units... or to structures which are adjacent to such residence of building" be conducted by registered contractors, with certain exceptions, along with other requirements.

Type of Work: NO WORK USED CAR LICENSE

Est. Cost \_\_\_\_\_

Address of Work: 49 POTOMSKA STREET

Owner Name: CHRISTOPHER ZAMMITO

Date of Permit Application: \_\_\_\_\_

I hereby certify that: Registration is not required for the following reason(s):

\_\_\_\_\_ Work excluded by law

\_\_\_\_\_ Job under \$1,000

\_\_\_\_\_ Building not owner-occupied

\_\_\_\_\_ Owner obtaining own permit

Other (specify) \_\_\_\_\_

Notice is hereby given that:

**OWNERS OBTAINING THEIR OWN PERMIT OR EMPLOYING UNREGISTERED CONTRACTORS FOR APPLICABLE HOME IMPROVEMENT WORK DO NOT HAVE ACCESS TO THE ARBITRATION PROGRAM OF GUARANTY FUND UNDER MGLc. 142A.**

signed under penalties of perjury:

I hereby apply for a permit as the agent of the owner:

Date \_\_\_\_\_ Contractor Signature \_\_\_\_\_ Registration No. \_\_\_\_\_

OR:

Notwithstanding the above notice, I hereby apply for a permit as the owner of the above property:

Date \_\_\_\_\_ Owner Signature \_\_\_\_\_

## XII. BUILDING COMMISSIONERS REVIEW COMMENTS AND CONDITIONS

C. Building Permit Rejected ☒ SPECIAL PERMIT Rejection Date 5/29 2019  
Reason For Rejection: CITY COUNCIL APPROVAL

Fee

Permit #

"See Attachments"

Comments and Conditions:

Signed Dan Romanowicz Date: 5/29 2019

Title Building Commissioner

Not valid unless signed (not stamped) by Building Commissioner





**CITY OF NEW BEDFORD**  
JONATHAN F. MITCHELL, MAYOR

**DEPARTMENT OF INSPECTIONAL SERVICES**  
133 WILLIAM STREET - ROOM 308  
NEW BEDFORD, MA 02740

## **New Bedford Comprehensive Zoning Code Review Code of Ordinances – Chapter-9**

**49 Potomska Street – PLOT: 31 – LOT: 242 – ZONED DISTRICT: IB**

**Special Permit is required from the City Council**

**Zoning Code Review as follows:**

**Special Permit**

**City Council**

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**❖ SECTION**

- 2200 – Use Regulations
- 2210 – General
- 2230 – Table of Principal Use Regulations – Appendix A
  - Commercial - #18. Motor vehicle sales and rental
  - Commercial - #19 Motor vehicle general repairs
  - Commercial - #20. Motor Vehicle body repairs
  - Commercial - #21. Motor vehicle light service
- 5300-5330 & 5360-5390 – Special Permit

## 2200. - USE REGULATIONS.

2210. **General.** No structure shall be erected or used or land used except as set forth in Section 2230, "**Table of Use Regulations**", unless otherwise provided by this Ordinance or by statute. Uses not expressly provided for herein are prohibited. Not more than one principal structure shall be placed on a lot, except in accordance with Section 2330.

Symbols employed below shall mean the following:

Y - A permitted use.

N - An excluded or prohibited use.

BA - A use authorized under special permit from the Board of Appeals as provided under Section 5300.

CC - A use authorized under special permit from the City Council as provided under Section 5300.

PB - A use authorized under special permit from the Planning Board as provided under Section 5300.

2220. **Applicability.** When an activity might be classified under more than one of the following uses, the more specific classification shall govern; if equally specific, the more restrictive shall govern.

2230. **Table of Use Regulations.** See Appendix A.

(Ord. of 12-23-03, § 1)





5300. - SPECIAL PERMITS.

5310. **Special Permit Granting Authority.** The Zoning Board of Appeals, the Planning Board or the City Council shall act as the Special Permit Granting Authority under this Chapter as specifically designated in a particular Section or in accordance with the Specific Designations in the Table of Principal Use Regulations under Appendix A of this Chapter.

(Ord. of 12-23-03, § 1; Ord. of 12-8-05, § 1)

5320. **Criteria.** Special permits shall be granted by the special permit granting authority, unless otherwise specified herein, only upon its written determination that the benefit to the City and the neighborhood outweigh the adverse effects of the proposed use, taking into account the characteristics of the site and of the proposal in relation to that site. In addition to any specific factors that may be set forth in this Ordinance, the determination shall include consideration of each of the following:

5321. Social, economic, or community needs which are served by the proposal;

5322. Traffic flow and safety, including parking and loading;

5323. Adequacy of utilities and other public services;

5324. Neighborhood character and social structures;

5325. Impacts on the natural environment; and

5326. Potential fiscal impact, including impact on City services, tax base, and employment.

(Ord. of 12-23-03, § 1)

5330. **Procedures.** Applications for special permits shall be filed in accordance with the rules and regulations of the various special permit granting authorities, as may be applicable.

(Ord. of 12-23-03, § 1)

5340. **Plans.** An applicant for a special permit shall submit a plan in substantial conformance with the requirements of Section 5400, herein.

(Ord. of 12-23-03, § 1)

5350. **Development Impact Statement (DIS).** At the discretion of the special permit granting authority, the submittal of a development impact statement (DIS) may be required. The DIS shall be prepared by an interdisciplinary team including a Registered Landscape Architect or Architect, a Registered Professional or Civil Engineer, and a Registered Surveyor.

5351. Physical Environment.

(a)

Describe the general physical conditions of the site, including amounts and varieties of vegetation, general topography, unusual geologic, archeological, scenic and historical features or structures, location of significant viewpoints, stone walls, trees over sixteen (16) inches in diameter, trails and open space links, and indigenous wildlife.

- (b) Describe how the project will affect these conditions, providing a complete physical description of the project and its relationship to the immediate surrounding area.

#### 5352. Surface Water and Subsurface Conditions.

- (a) Describe location, extent, and type of existing water and wetlands, including existing surface drainage characteristics, both within and adjacent to the site.
- (b) Describe any proposed alterations of shore lines, marshes, or seasonal wet areas.
- (c) Describe any limitations imposed on the project by the site's soil and water conditions.
- (d) Describe the impact upon ground and surface water quality and recharge, including estimated phosphate and nitrate loading on groundwater and surface water from septic tanks, lawn fertilizer, and other activities within the site.

#### 5353. Circulation Systems.

Project the number of motor vehicles to enter depart the site per average day and peak hour. Also state the number of motor vehicles to use streets adjacent to the site per average day and peak hour. Such data shall be sufficient to enable the special permit granting authority to evaluate (i) existing traffic on streets adjacent to or approaching the site, (ii) traffic generated or resulting from the site, and (iii) the impact of such additional traffic on all ways within and providing access to the site. Actual study results, a description of the study methodology, and the name, address, and telephone number of the person responsible for implementing the study, shall be attached to the DIS.

#### 5354. Support Systems.

- (a) Water Distribution: Discuss the types of wells or water system proposed for the site, means of providing water for firefighting, and any problems unique to the site.
- (b) Sewage Disposal: Discuss the type of on-site or sewer system to be used, suitability of soils, procedures and results of percolation tests, and evaluate impact of disposal methods on surface and groundwater.
- (c) Refuse Disposal: Discuss the location and type of facilities, the impact on existing City refuse disposal capacity, hazardous materials requiring special precautions.
- (d) Fire Protection: Discuss the type, location, and capacity of fuel storage facilities or other flammables, distance to fire station, and adequacy of existing firefighting equipment to confront potential fires on the proposed site.
- (e)

Recreation: Discuss the distance to and type of public facilities to be used by residents of the proposed site, and the type of private recreation facilities to be provided on the site.

- (f) Schools: Project the increase to the student population for nursery, elementary, junior high school, and high school levels, also indicating present enrollment in the nearest public schools serving these categories of students.

5355. Phasing. Where development of the site will be phased over more than one year, indicate the following:

- (a) Describe the methods to be used during construction to control erosion and sedimentation through use of sediment basins, mulching, matting, temporary vegetation, or covering of soil stockpiles. Describe the approximate size and location of portion of the parcel to be cleared at any given time and length of time of exposure.
- (b) Describe the phased construction, if any, of any required public improvements, and how such improvements are to be integrated into site development.

(Ord. of 12-23-03, § 1)

5360. **Conditions.** Special permits may be granted with such reasonable conditions, safeguards, or limitations on time or use, including performance guarantees, as the special permit granting authority may deem necessary to serve the purposes of this Ordinance.

(Ord. of 12-23-03, § 1)

5370. **Lapse.** Special permits shall lapse if a substantial use thereof or construction thereunder has not begun, except for good cause, within twelve (12) months following the filing of the special permit approval (plus such time required to pursue or await the determination of an appeal referred to in M.G.L.A. c. 40A, § 17, from the grant thereof) with the City Clerk.

(Ord. of 12-23-03, § 1)

5380. **Regulations.** The special permit granting authority may adopt rules and regulations for the administration of this Section.

(Ord. of 12-23-03, § 1)

5390. **Fees.** The special permit granting authority may adopt reasonable administrative fees and technical review fees for applications for special permits.

(Ord. of 12-23-03, § 1)

**State Law reference—** Special permits, M.G.L.A. c. 40A, § 9.



City of New Bedford, Massachusetts  
Building Department  
Application for Plan Examination  
and Building Permit

FOR BUILDING DEPT. USE

DATE RECEIVED: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

ISSUED BY: \_\_\_\_\_

IMPORTANT — COMPLETE ALL ITEMS — MARK BOXES WHERE APPLICABLE — PRINT

(AT LOCATION) 49 Potomaska St. New Bedford, MA 02740  
(NO) (STREET)  
BETWEEN MacArthur Drive AND JFK Memorial Highway  
(CROSS STREET) (CROSS STREET)  
PLOT 31 LOT 242 DISTRICT \_\_\_\_\_ ACCEPTED STREET \_\_\_\_\_  
PLANS FILED ☐ YES ☒ NO

II. TYPE AND COST OF BUILDING — all applicants complete parts A through D — PRINT

A. TYPE OF IMPROVEMENT

- 1 ☐ New Building  
2 ☐ Addition (If residential, enter number of new housing units added, if any, in Part D, 14)  
3 ☐ Alteration (If residential, enter number of new housing units added, if any, in Part D, 14)  
4 ☐ Repair, replacement  
5 ☐ Demolition (If multifamily residential, enter number of units in building in Part D, 14, if non-residential, indicate most recent use checking D-18 - D-32)  
6 ☐ Moving (relocation)  
7 ☐ Foundation only

Applying for a Class II (Used car) Dealer License  
20 Car class II License  
None

B. OWNERSHIP

- 8 ☒ Private (individual, corporation, nonprofit institution, etc.)  
9 ☐ Public (Federal, State, or local government)

C. COST

10. Cost of construction ..... \$ 0  
To be installed but not included in the above cost  
a. Electrical .....  
b. Plumbing .....  
c. Heating, air conditioning .....  
d. Other (elevator, etc.) .....  
11. TOTAL VALUE OF CONSTRUCTION .....  
12. TOTAL ASSESSED BLDG. VALUE .....

D1 PROPOSED USE — For demolition most recent use

Residential

- 13 ☐ One family  
14 ☐ Two or more family — Enter number of units .....  
15 ☐ Transient hotel, motel, or dormitory — Enter number of units .....  
16 ☐ Garage  
17 ☐ Carport  
18 ☒ Other — Specify Used car Sales and Service

Nonresidential

- 19 ☐ Amusement, recreational  
20 ☐ Church, other religious  
21 ☐ Industrial  
22 ☐ Parking garage  
23 ☐ Service station, repair garage  
24 ☐ Hospital, institutional  
25 ☐ Office, bank, professional  
26 ☐ Public utility  
27 ☐ School, library, other educational  
28 ☐ Stores, mercantile  
29 ☐ Tanks, towers  
30 ☐ Funeral homes  
31 ☐ Food establishments  
32 ☒ Other — Specify Used Car Sales + Service

D2 Does this building contain asbestos?

- ☐ YES ☒ NO If yes complete the following:

Name & Address of Asbestos Removal Firm: \_\_\_\_\_

Submit copy of notification sent to DEGE and the State Dept. of Labor & Industries and results of air sample analysis after asbestos removal is completed.

D3. Non-residential — Describe in detail proposed use of buildings, e.g., food processing plant, machine shop, laundry building at hospital, elementary school, secondary school, college, parochial school, parking garage for department store, rental office building, office building at industrial plant. If use of existing building is being changed, enter proposed use.

20 Units for retail

Used Car Sales and Service  
Vehicle License Class II

III. SELECTED CHARACTERISTICS OF BUILDING —

For new buildings complete part E through I. For demolition, complete only parts G, H & I. For all others, (additions, alterations, repair, moving, foundation), complete E through I.

PRINCIPAL TYPE OF FRAME

- 33 ☒ Masonry (wall bearing)  
34 ☐ Wood frame  
35 ☐ Structural steel  
36 ☐ Reinforced concrete  
37 ☐ Other — Specify \_\_\_\_\_

G. TYPE OF SEWAGE DISPOSAL

- 43 ☒ Public or private company  
44 ☐ Private (septic tank, etc.)

H. TYPE OF WATER SUPPLY

- 45 ☒ Public or private company  
46 ☐ Private (well, cistern)

PRINCIPAL TYPE OF HEATING FUEL

- 38 ☒ Gas  
39 ☐ Oil  
40 ☐ Electricity  
41 ☐ Coal  
42 ☐ Other — Specify \_\_\_\_\_

I. TYPE OF MECHANICAL

- Is there a fire sprinkler system?  
47 ☐ YES 48 ☐ NO  
Will there be central air conditioning?  
49 ☐ Yes 50 ☐ No  
Will there be an elevator?  
51 ☐ Yes 52 ☐ No

J. DIMENSIONS

- 53 Number of stories  
54 Height  
55 Total square feet of floor area, all floors based on exterior dimensions  
56 Building length  
57 Building width  
58 Total sq. ft. of bldg. footprint  
59 Front lot line width  
60 Rear lot line width  
61 Depth of lot  
62 Total sq. ft. of lot size  
63 % of lot occupied by bldg. (58÷62)  
64 Distance from lot line (front)  
65 Distance from lot line (rear)  
66 Distance from lot line (left)  
67 Distance from lot line (right)



**Location:** 49 POTOMSKA ST

**Parcel ID:** 31 242

**Zoning:** IB

**Fiscal Year:** 2018

**Current Owner Information:**

PRIER DUNCAN M `TRS`  
PAR REALTY TRUST  
31 ELLISVILLE ROAD

PLYMOUTH , MA 02360

**Current Sales Information:**

**Sale Date:**

03/10/2004

**Sale Price:**

\$740,000.00

**Legal Reference:**

6825-148

**Grantor:**

SJL PROPERTIES INC,

Card No. 1 of 1

This Parcel contains 0.88 acres of land mainly classified for assessment purposes as AUTOREP with a(n) COMMERCIAL GARAGE style building, built about 1969, having Conc Blk exterior, Tar&Gravel roof cover and 11445 Square Feet, with 1 unit(s), total room(s), total bedroom(s) 0 total bath(s), 0 3/4 baths, and 4 total half bath(s).

**Building Value:**

292300

**Land Value:**

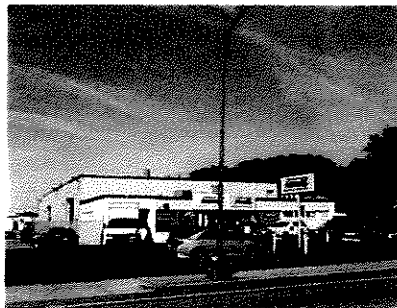
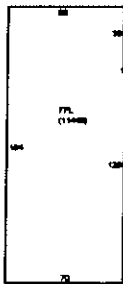
194900

**Yard Items Value:**

19700

**Total Value:**

506900



**Fiscal Year 2018**

Tax Rate Res.: 16.63

Tax Rate Com.: 35.65

Property Code: 332

Total Bldg Value: 292300

Total Yard Value: 19700

Total Land Value: 194900

**Total Value:** 506900

**Tax:** \$18,070.99

**Fiscal Year 2017**

Tax Rate Res.: 16.69

Tax Rate Com.: 36.03

Property Code: 332

Total Bldg Value: 312500

Total Yard Value: 19700

Total Land Value: 194900

**Total Value:** 527100

**Tax:** \$18,991.41

**Fiscal Year 2016**

Tax Rate Res.: 16.49

Tax Rate Com.: 35.83

Property Code: 332

Total Bldg Value: 270600

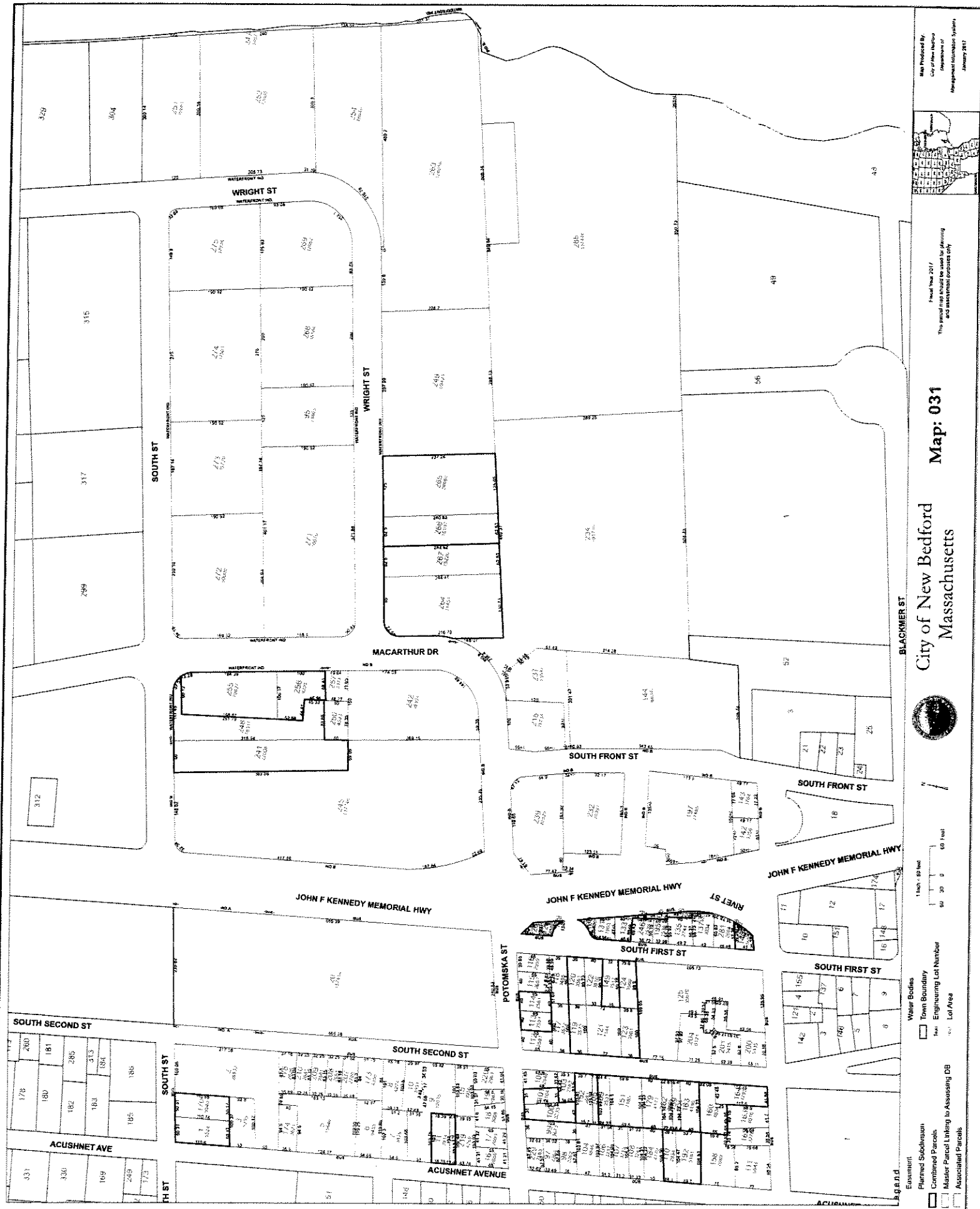
Total Yard Value: 19700

Total Land Value: 194900

**Total Value:** 485200

**Tax:** \$17,384.72

Disclaimer: Classification is not an indication of uses allowed under city zoning.  
This information is believed to be correct but is subject to change and is not warranted.

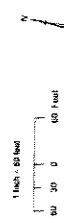


City of New Bedford  
Massachusetts

Map: 031

Map Produced By:  
City of New Bedford  
Department of  
Management Information Systems  
January 2017

Final Year 2017  
This parcel map should be used for defining  
and assessing parcels only



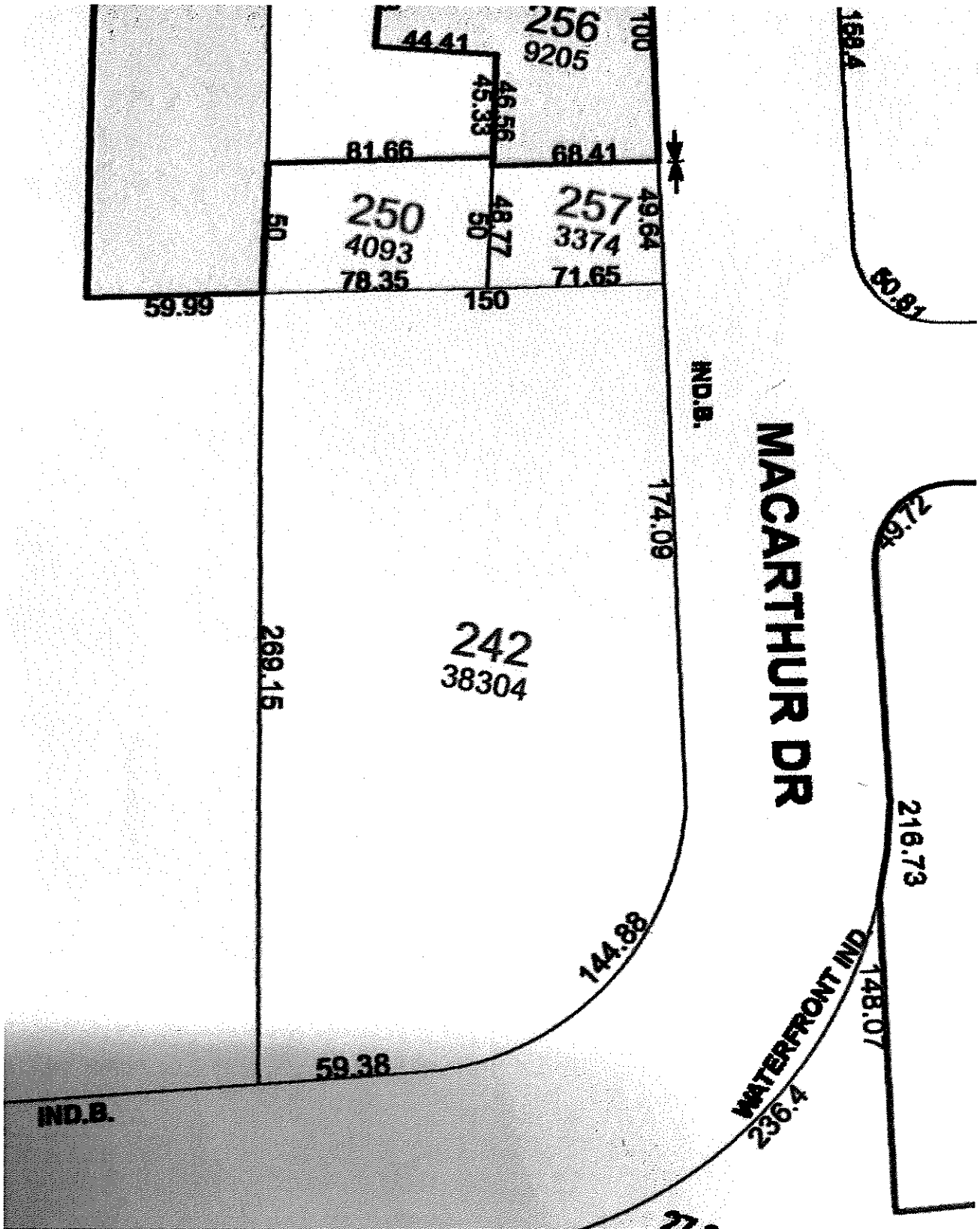
Water Bodies  
Town Boundary  
Engineering Lot Number  
Lot Area

Associated  
Planned Subdivision  
Combined Parcels  
Master Parcel Linking to Assessing DB  
Associated Parcels

Plot Plan Map  
RPCV Autobody, LLC  
49 Potomaska St.  
New Bedford MA  
02740



From: Chris Zammuto chris.nbmaaco@gmail.com  
Subject:  
Date: June 19, 2019 at 1:20 PM  
To: Chris Zammuto chris@toyotaofdartmouth.com

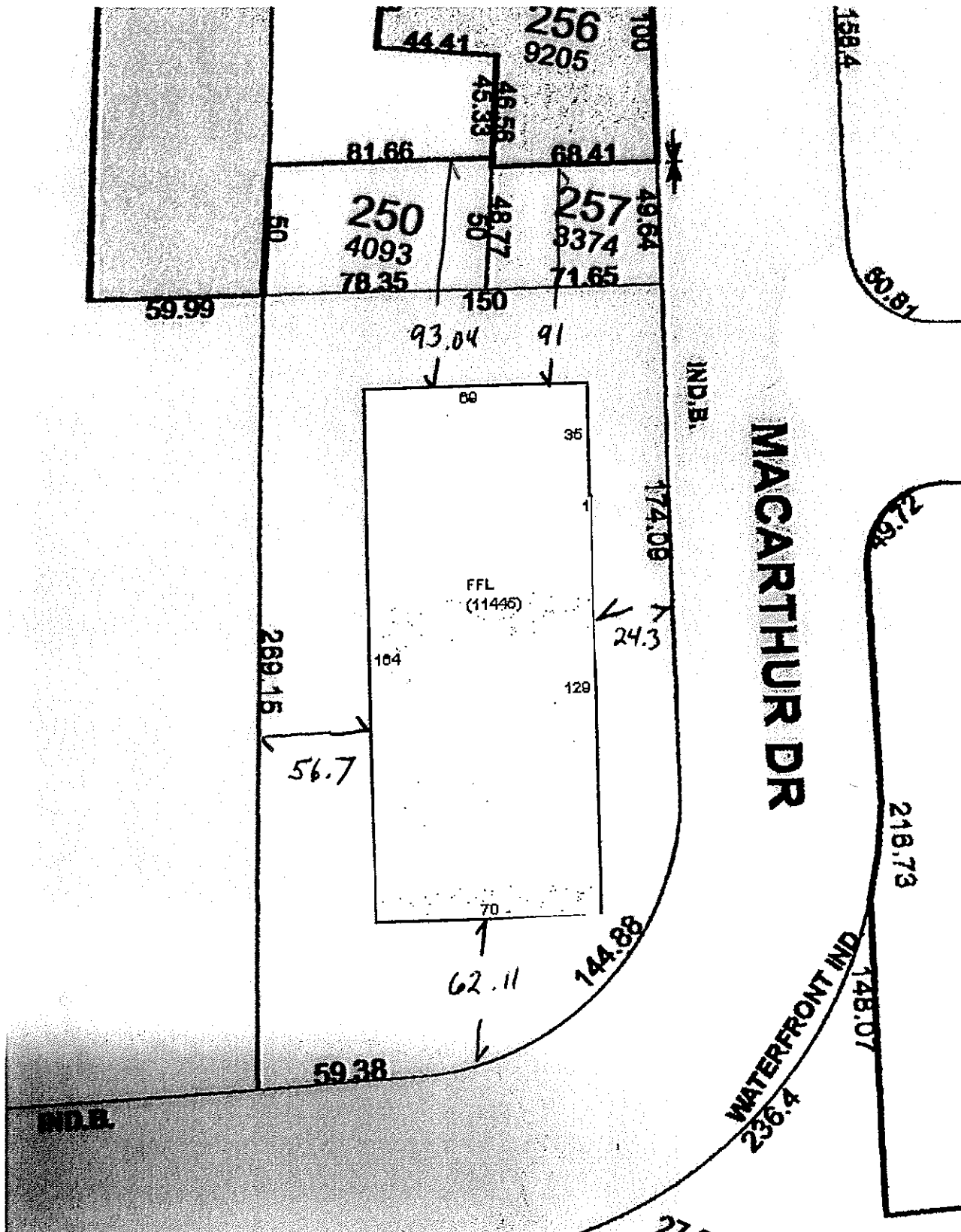


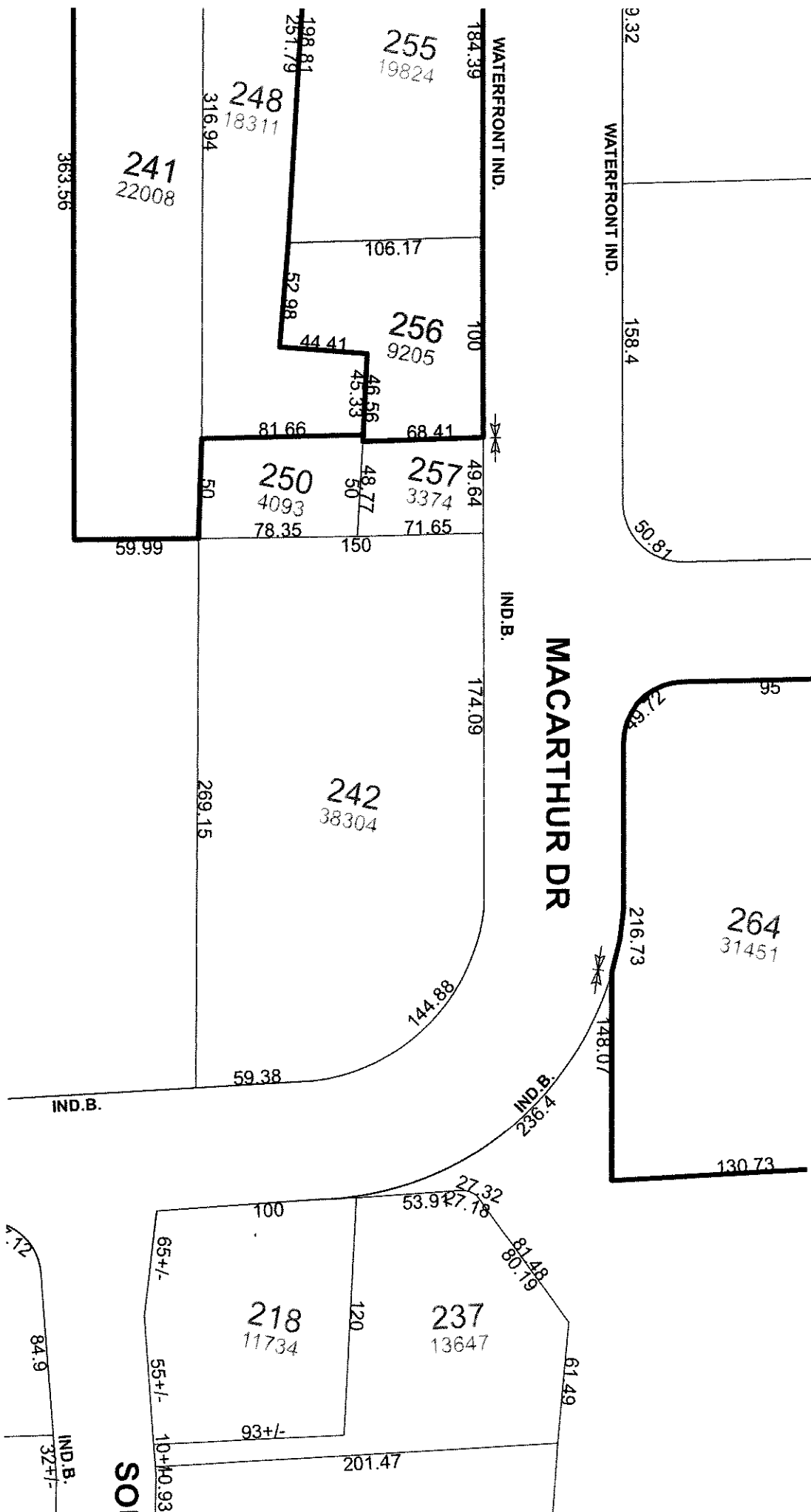
Plot  
031  
LOT  
0242

RPCV Autobody, LLC  
dba Maaco  
49 Potomska st.

# Site Plan

From: Chris Zammito chris.nbmaaco@gmail.com &  
Subject:  
Date: June 19, 2019 at 1:20 PM  
To: Chris Zammito chris@toyotaofdartmouth.com

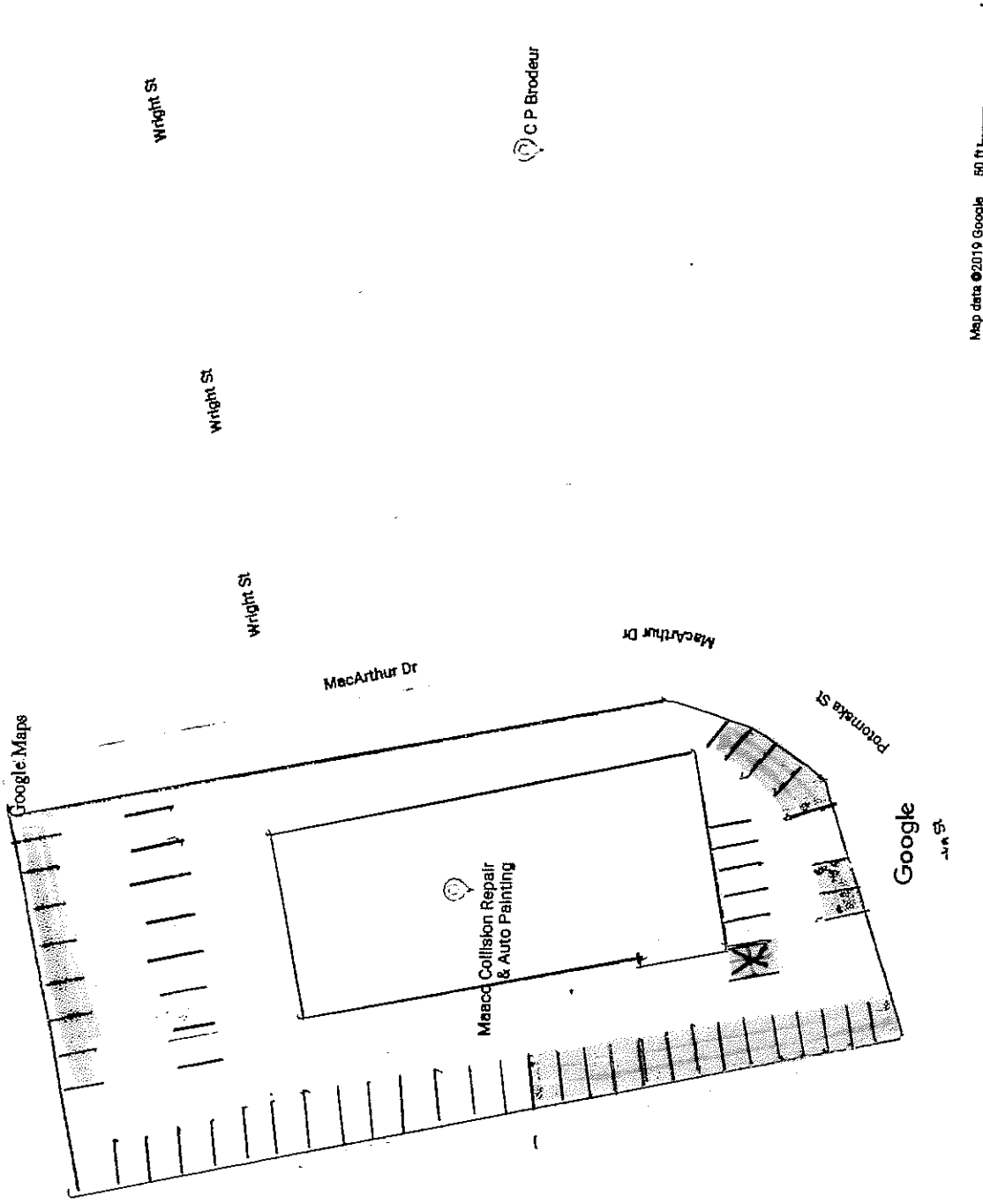




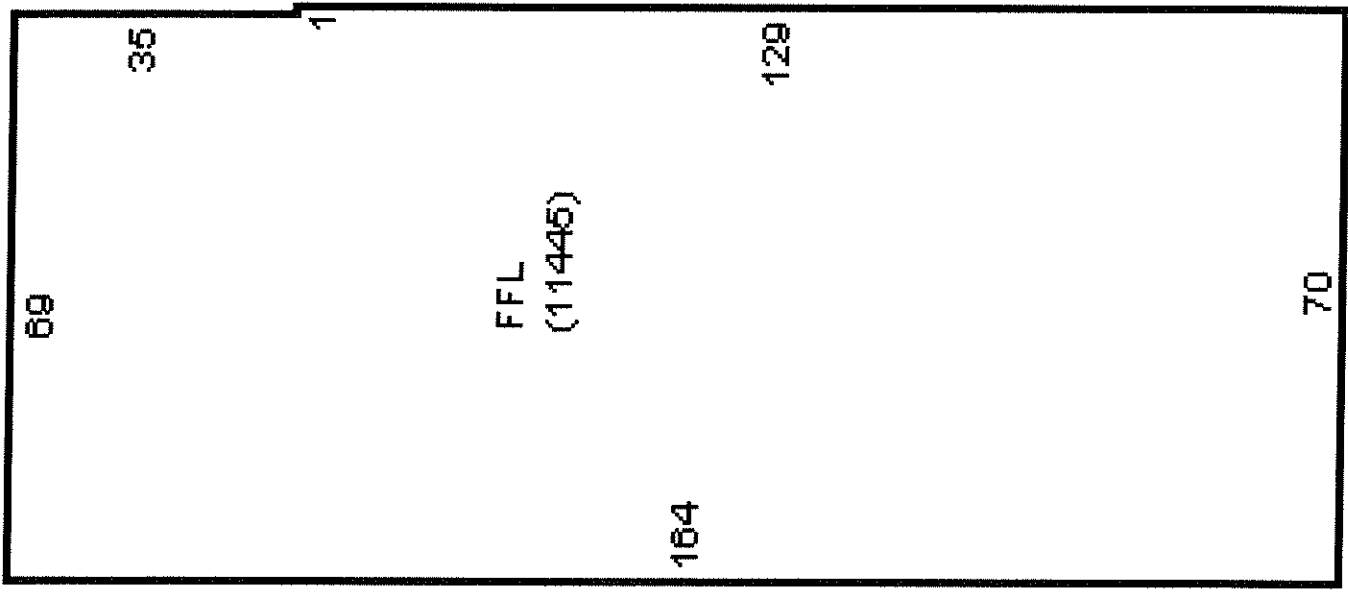
Google Maps

3PCV Autobody  
79 Potomska St  
New Bedford MA  
02740

- ☐ Customer Parking
- ☒ Display for 20 retail Vehicles
- ☒ ADA parking
- ☐ Employee parking
- ☐ Open parking



Existing Parking is adequate for new use



# Certificate of Title

BK 6825 PG 148  
03/10/04 12:13 DOC. 7831  
Bristol Co. S.D.

## QUITCLAIM DEED

90026

*SJL Properties, Inc. of 11835 West Olympic Boulevard, Suite 1100, Los Angeles, California 90064*

*For consideration paid, and in full consideration of SEVEN HUNDRED FORTY THOUSAND AND NO HUNDREDTHS (\$740,000.00) DOLLARS*

*grant to* Duncan M. Prier, Trustee of PAR Realty Trust u/d/t dated March 9, 2004 and recorded herewith

*of* 84 Westgate Drive, Brockton, Plymouth County, Massachusetts

*with quitclaim covenants*

The land with buildings thereon in New Bedford, Bristol County, Commonwealth of Massachusetts, bounded and described as follows:

### PARCEL ONE: UNREGISTERED

BEING shown as Lot "C" on a plan of land entitled "The City of New Bedford-New Bedford Redevelopment Authority-Disposition Map Parcel 10-South Terminal Urban Renewal Project" dated June 26, 1968 and filed in the Bristol County S.D. Registry of Deeds in Plan Book 78, Page 68, to which reference may be made for a more particular description.

### PARCEL TWO: REGISTERED LAND

The land situated in New Bedford in the County of Bristol and Commonwealth of Massachusetts, bounded and described as follows:

Easterly by the westerly line of MacArthur Drive, forty-nine and 64/100 (49.64) feet;  
Southerly seventy-one and 65/100 (71.65) feet, and  
Westerly forty-eight and 77/100 (48.77) feet by land now or formerly of New Bedford Redevelopment Authority; and  
Northerly by Lot 4 on plan hereinafter mentioned, sixty-eight and 41/100 (68.41) feet.

Said land is shown as Lot 5 on subdivision plan 31016C, drawn by Goodkind & O'Dea, Inc., George R. Carson, Surveyor, dated January 26, 1973 and filed in the Land Registration Office at Boston, a copy of which is filed in Bristol County (S.D.) Registry of Deeds, in Land Registration Book 60, Page 339, with Certificate of Title No. 11324.

The above described land is subject to covenants and stipulations as set forth in a deed from New Bedford Redevelopment Authority to Cape News Company, Inc. dated October 25, 1974 and registered as Document No. 34665.

### PARCEL THREE: UNREGISTERED LAND

BEGINNING at a point in the southeast corner of the land herein described at a point in the westerly line of Mac Arthur Drive and at the northeast corner of Lot "C", as shown on plan of land hereinafter mentioned;

thence SOUTH 77 DEGREES 17' 58" WEST in line of land now or formerly of Kenneth A. Martin, one hundred fifty and 00/100 (150.00) feet to the northeast corner of Lot "B", as shown on said plan;

thence NORTH 11 DEGREES 43' 32" WEST fifty and 0/10 (50.0) feet;

Property Address: 49 Potomska Street, New Bedford, Massachusetts



thence NORTH 77 DEGREES 17' 58" EAST to the said westerly line of Mac Arthur Drive; and

thence SOUTH 11 DEGREES 43' 32" EAST in the said westerly line of Mac Arthur Drive, fifty and 0/10 (50.0) feet to the point of beginning.

CONTAINING 7,500 square feet, more or less.

BEING a portion of Lot "E" of Parcel 10 on a plan of land entitled "The City of New Bedford, New Bedford Redevelopment Authority-Disposition Map Parcel 10 South Terminal Urban Renewal Project", dated June 26, 1968 and filed in said Registry of Deeds in Plan Book 78, Page 68.

EXCLUDING from the above Parcel 3 the registered land portion thereof previously conveyed by Cape New Company, Inc. to Kenneth A. Martin by deed dated October 13, 1976 in said Registry District of Land Court regarding Certificate of Title No. 12319.

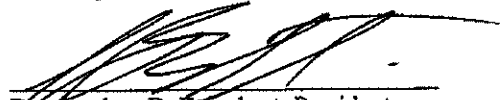
*For Grantor's title see Deed recorded at Bristol County (S.D.) Land Court as Document No. 89725 and noted on Certificate of Title No. 20391 and recorded at Bristol County (S.D.) Registry of Deeds at Book 6770, Page 235.*

*For authorization see Corporate Vote attached hereto.*

This conveyance does not constitute all or substantially all of the assets of the Corporation.

Witness my hand and seal this 8 day of March, 2004.

SJL Properties, Inc.

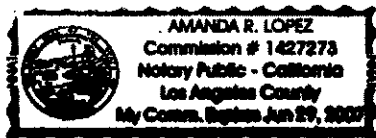
  
By: Stephen B. Fainsbert, President

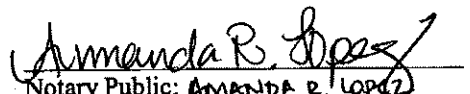
**STATE OF CALIFORNIA**

*California* ss.  
*Los Angeles.*

March 8, 2004

Then personally appeared the above-named Stephen B. Fainsbert, President of SJL Properties, Inc. acknowledged the foregoing instrument to be the free act and deed of **SJL Properties, Inc.**, before me.



  
Notary Public: AMANDA R. LOPEZ  
My commission expires: JUN. 29, 2007

REG OF DEEDS  
REG #07  
BRISTOL S

03/10/04 12:12PM 01  
000000 88968

FEE \$3374.40

CASH \$3374.40

RESOLUTION AUTHORIZING SALE OF REAL PROPERTY

90026

WHEREAS, **SJL PROPERTIES, INC.**, a California corporation ("Seller") is the owner of that certain real property located at 49 Potomska Street, New Bedford, Massachusetts (the "Property"); and

WHEREAS, **DUNCAN M. PRIER, TRUSTEE OF PAR REALTY TRUST U/D/T DATED March 9**, 2004 ("Buyer") desires to purchase the Property from Seller; and

WHEREAS, Seller deems it advisable and in the best interests of Seller to sell the Property to seller;

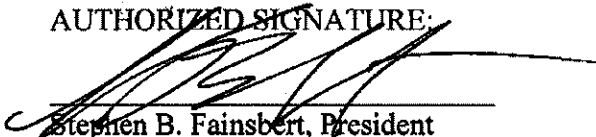
NOW, THEREFORE, RESOLVED, that Seller shall consummate the pending sale with Buyer, and in connection therewith, **STEPHEN B. FAINSBERT** (the "Authorized Person"), as President of the Seller, be and hereby is authorized and directed in the name and on behalf of Seller, to sell the Property on such terms as the Authorized Person may approve;

RESOLVED FURTHER, that the Authorized Person, in his capacity as President of Seller, is hereby authorized and directed to execute any and all instruments, documents and agreements, in such form and containing such terms and condition as he shall negotiate with Buyer, and to do all other acts and things necessary or incidental to the consummation of the sale of the Property to Buyer;

RESOLVED FURTHER, that any action heretofore taken and any instruments, documents and agreements executed by the Authorized Person in connection with the consummation of the sale of the Property to Buyer contemplated by these resolutions shall be and the same hereby are ratified, approved and confirmed.

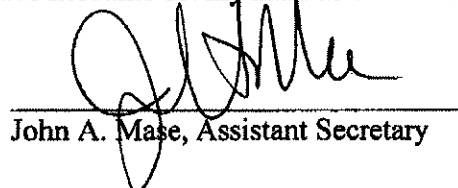
IN WITNESS WHEREOF, the undersigned has executed this Resolution Authorizing Sale of Real Property on March 6, 2004, in his capacity as set forth herein.

AUTHORIZED SIGNATURE:

  
Stephen B. Fainsbert, President

I, John Mase, do certify, that I am the duly elected Assistant Secretary of **SJL PROPERTIES, INC.**, a California corporation; that the preceding is a true and correct copy of the resolution adopted by the Board of Directors of said Corporation at a special meeting duly called and held on March 6, 2004, at which time a quorum of the Board of Directors was present and voting; and that said resolution has not been rescinded or amended and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as of March 6, 2004.

  
John A. Mase, Assistant Secretary

**COMMERCIAL LEASE****1. PARTIES**

DUNCAN PRIER, TRUSTEE OF PAR REALTY TRUST, LESSOR, which expression, shall include his heirs, successors, and assigns where the context so admits, does hereby lease to RPCV Autobody, LLC or assignee, LESSEE, which expression shall include their successors, executors, administrators, and assigns where the context so admits, and the LESSEE leases the following described premises.

**2. PREMISES**

The lot and building located at 49 Potomska Street New Bedford, Ma. as shown on Exhibit "A" attached hereto.

**3. TERMS**

The term of this lease shall be for FIVE (5) YEARS commencing on UPON THE TENANT'S ACQUISITION OF A FRANCHISE AND CERTAIN PROPERTY OF THE EXISTING TENANT, ON OCTOBER ,2014.

In the event the Lessee is not in default of this Lease it shall have two five (5) year options to extend the term of the Lease by giving notice the the Lessor at least 90 days prior to the expiration of the preceding term.

**4. RENT**

The LESSEE shall pay to the LESSOR base rent at the following rates:

YEARS	ANNUAL RENT	MONTHLY RENT
1-3	\$81,600.00	\$6,800.00

Rent shall be due on the commencement date of the lease and on the same day of each month thereafter.

Rent for years 4 through 15 shall be adjusted as follows:

- A. Base Rent \$81,600.00 per annum
- B. Monthly Rent \$6,800.00 (Base Rent ÷ 12) (years 1-3)
- C. Rent Adjustment: The monthly rent will be adjusted commencing on the third anniversary of the term commencement date and every three years thereafter. The adjustment will be the greater of the following:

a. Six percent increase of the monthly rent paid during the prior three-year period or by

b. Multiplying the basic rent by a fraction, the numerator of which shall be the Price Index for the month of September, 2014 (and September 2017, 2020, 2023 & 2026) and the denominator of which (for each such fraction) shall be the Base Price Index. The product will be divided by twelve to calculate the monthly rent.

Price Index = "Consumer Price Index for Urban Wage Earners and Clerical Workers, City of Boston, All terms (1967 = 100)" published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the landlord appropriately adjusted.

Base Price Index = Price index for January 2011.

The adjustment to the basic rent provided above shall be repeated at the six-year, nine year, and twelve year anniversaries of the commencement of this lease.

In the event the Price Index ceases to use the 1967 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this lease not been changed.

## **5. USE OF LEASED PREMISES**

The premises to be demised shall be used solely for the purposes of operating a MAACO auto body repair and painting business and no other business without the express written approval of the Lessor which shall not be unreasonably withheld, delayed or conditioned. Only vehicles shall remain on the premises which are being used in the aforesaid business; no junk, unregistered or vehicles for sale shall remain on the premises.

## **6. TAXES, INSURANCE AND UTILITIES**

(A) Lessee shall pay to Lessor each month, in addition to the monthly rental, one-twelfth (1/12<sup>th</sup>) of all estimated Real Property Taxes assessed against the Premises annually. The Real Property Taxes for the immediately preceding calendar year shall be the basis for the computation of the monthly tax installments. Upon receipt of the actual tax assessment invoice for each calendar year, any additional taxes owing to Lessor as a result of any increase in taxes shall be paid by Lessee immediately, and the monthly tax installments to thereafter be paid by Lessee shall be adjusted accordingly. Lessee shall have the right, at its sole cost and expense, to file an appeal of the local tax assessment of the Premises. Lessee shall be responsible for all fees, costs, and expenses (including attorney's fees) in connection with any such appeal.

(B) Lessee shall pay to Lessor the amount of the premiums for property and fire insurance covering the Premises which shall be purchased by Lessor in accordance with Paragraph 9. Said premiums shall be paid in accordance with paragraph (A) herein or billed annually to Lessee at the option of the Lessor.

(C) Lessee shall pay for all water, gas, electricity and all other utilities serving the Premises.

## **7. LESSOR ACCESS**

Upon reasonable prior notice (except that no notice shall be required in the event of an emergency), Lessee shall permit Lessor and its agents to enter into and upon the Premises at reasonable times during normal business hours for the purpose of inspecting the Premises. For a period of six (6) months prior to the termination of this Lease, Lessor may: (i) enter upon the Premises during normal business hours to show the Premises to prospective tenants provided that such entry and showing does not interfere with the conduct and operations of Lessee's business; and (ii) erect signage upon the Premises for the purpose of advertising the availability of the Premises for lease/sale. In addition, immediately after termination or expiration of this Lease, Lessor shall have the right to re-enter the Premises and de-identify the Premises so as to protect Maaco's trade names, service marks and trademarks, and shall further have the right to charge Lessee for the costs associated with such re-entry and de-identification.

## **8. PUBLIC LIABILITY and WORKERS COMPENSATION INSURANCE and INDEMNITY.**

(A) Lessee shall, during the entire Term of this Lease, including the period prior to the lease commencement during which Lessee may be doing work on the premises, at Lessee's expense, keep in force by advance payment of premiums, public liability insurance in an amount of not less than \$1,000,000.00 for injury to or death of one person as a result of one occurrence and not less than \$3,000,000.00 for injury to or death of more than one person as a result of one occurrence, and for damage to property in the amount of \$500,000.00 insuring Lessee and Lessor (as insured) against any liability that may accrue against them jointly or either of them severally on account of any occurrences in or about the Premises during the Term of this Lease or in consequence of Lessee's occupancy thereof and resulting in bodily injury, personal injury or death or property damage to any third party. Each of said policies shall provide for notice to be given to Lessor thirty (30) days before any such insurance will terminate, be revoked, lapse or end for any reason if commercially available. Each insurance policy shall be issued by an insurance company having a policyholder's rating of B+ or better by A.M. Best & Company and be duly authorized to transact business in the state where the Premises are located. Before occupying the Premises at any time requested by Lessor thereafter, Lessee shall furnish to Lessor certificates of all insurance required under this paragraph. If Lessee does not maintain such insurance in full force and effect, Lessor may notify

Lessee of such failure and if Lessee does not deliver to Lessor, within ten (10) days after such notice, certification showing all such insurance to be in full force, Lessor may obtain, at its option, the insurance necessary to comply with the provision hereof and pay the premiums on the items specified in such notice and Lessee covenants that it shall reimburse and pay Lessor any amounts paid or expended or in the amount of the insurance premiums required hereby and specified in the notice, as additional rent, with interest thereon at the rate of five percent (5%) per annum from the date of such payment by Lessor until repaid by Lessee; in the alternative, upon Lessee's failure to secure the appropriate insurance and such failure continues after the notice period set forth above, Lessor may deem such failure to be a default (as hereinafter defined) and Lessor may avail itself or any and all remedies set forth in paragraph 23 hereof.

(B) Lessee shall indemnify and hold Lessor harmless from and against any and all costs pertaining to any claims of whatever nature which are asserted against Lessor with respect to its ownership of the Premises during the Term hereof or thereafter and which are based on: (i) any act or omission of Lessee, including, but not limited to, any default in the performance of any agreement to be performed by Lessee under this Lease; or (ii) any injury to or death of any person, or damage to any property occurring in or about the Premises during the Term hereof, if caused by the negligence or willful misconduct of Lessee, or any of its respective agents, licensees, business invitees or guests. Lessee will defend in any action initiated, or claim asserted against Lessor arising out of, or in any manner whatsoever associated with or connected with the negligence or willful misconduct of Lessee, or any of its respective agents, licensees, business invitees or guests with counsel reasonably acceptable to Lessor, and Lessee shall be responsible for all costs pertaining to said defense. The term "costs" means all liabilities, judgments, penalties and fines and interest arising out of any such claims.

(C) Lessor shall indemnify and hold harmless from and against any and all costs pertaining to any claims of whatsoever nature which are asserted against Lessee with respect to its occupation of the Premises during the Term hereof or thereafter and which are based on: (i) any act or omission of Lessor, including, but not limited to, any default in the performance of any agreement to be performed by Lessor under this Lease; or (ii) any injury or death of any person, or damage to any property occurring in or about the Premises during the Term hereof, if caused by the negligence or willful misconduct of Lessor, or any of its respective agents, licensees, business invitees or guest. Lessee shall have the option to defend itself or to have Lessor defend it in any action initiated, or claim asserted against Lessee arising out of, or in any manner whatsoever associated with or connected with the negligence or willful misconduct of Lessor, or any of its respective agents, licensees, business invitees or guest, and Lessor shall be responsible for all costs pertaining to said defense. The term "costs" means all liabilities, judgments, penalties and fines and interest arising out of any such claims.

(D) Lessee shall throughout the Term of this Lease keep and maintain statutory workers compensation insurance covering all persons working in or about the Premises. Lessee shall provide Lessor certificates evidencing said workers compensation insurance on the Commencement Date and at any time required by Lessor thereafter.

9. **FIRE AND EXTENDED COVERAGE INSURANCE**

(A) Lessee shall throughout the Term of this Lease, including any period to commencement during which Lessee may be doing work on the premises, at Lessee's expense, keep the Premises and all Improvements on the Premises adequately insured, naming Lessor as insured, in an amount equal to the full replacement cost of the Improvements with insurance companies having an insurance rating of B+ or better as established by A.M. Best & Company or any other qualified rating organization against damages as set forth in special form exception coverage. Such insurance shall include a broad form business owners package policy, which contains business income insurance coverage for a period not less than one (1) year, which is in form and substance acceptable to Lessor. On the Commencement Date, and as requested by Lessor after the Commencement Date, Lessee shall deliver to Lessor copies of insurance certificates evidencing the aforesaid insurance.

10. **MUTUAL WAIVER OF SUBROGATION RIGHTS.**

Whenever any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises, and such loss, cost, damage or expense is insurable under the insurance required to be carried by the parties hereto, then the party required to be so insured thereby releases the other party from liability, other than liability arising out of the gross negligence or intentional misconduct it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation in the amount of any insurance amount recovered which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or be contrary to any statute, ordinance, law or public policy.

11. **FIRE CASUALTY-EMINENT DOMAIN**

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

(a) The LESSOR fails to give written notice within (30) days on intention to restore leased premises, or

(b) The LESSOR fails to restore the lease premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damage or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property, or equipment.

## **12. MAINTENANCE AND REPAIRS**

(A) Lessee shall, at its sole cost and expense, maintain the Premises and make repairs, restorations and replacements to the Premises, including without limitation, windows, doors, plate glass, sewer, mechanical, electrical, plumbing, heating, ventilation and air conditioning systems and all fixtures and appurtenances to the Premises as and when needed to preserve them in good working order and condition, regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital or the fault or not the fault of Lessee, its agents, employees, invitees, visitors or contractors. Lessee shall maintain a preventive maintenance contract providing for regular inspections and maintenance of the heating, air conditioning contractor. Lessee shall maintain, repair the parking area and driveways, including clearing of ice and snow from the sidewalks and parking lot, and be responsible for maintenance and repair of the ground areas. All repairs, restorations and replacements will be in quality and class equal to the original work or installations. If Lessee fails (after 30 days notice, except that such period shall be extended if Lessee, within said 30 day period, has commenced and thereafter diligently continues to pursue to cure such failure) to maintain the Premises or make repairs, restorations, or replacements as required in this paragraph, Lessor may make them at the expense of Lessee and the expense will be collectible as additional rent to paid by Lessee within fifteen (15) days after delivery of a statement for the expense. No unregistered, junk or cars for sale shall be allowed to remain on the premises.

(B) Lessor shall be responsible for the structural walls, foundation and roof of the building of which the Premises are a part.

## **13. ENVIRONMENTAL**

(A) Lessor represents and warrants that, to the best of Lessor's knowledge, no substance or condition exists in or on the Premises that would support a claim or cause of action under any Environmental Law, and no action has been taken with respect to the Premises to remove or eliminate any such substance or condition. Lessor has not received any notice or other communication, written or oral, from any governmental or quasi-governmental authority regarding any such substance or condition. For purposes of this Lease, the term "Environmental Law" included, but is not limited to: (i) any federal, state, or local law, statute or ordinance; (ii) any rule, regulation, interpretation, policy,



permit, order or consent decree issued pursuant to any of the foregoing; or (iii) any federal, state or local decisional law which pertains to, governs or otherwise regulates the emission, discharge, release or spill of any substance, including but not limited to a hazardous or toxic substance, or the use, manufacture, processing, sale, treatment, storage, disposal transportation, or other management of any substance. Lessor shall be responsible for any and all costs, expenses, or liabilities arising from or relating to any environmental contamination existing on the Premises as of the date hereof; Lessee shall be responsible for any and all costs, expenses, or liabilities arising from or relating to any environmental contamination which occurs on the Premises during the term hereof (unless due to the acts or omissions of Lessor or its employees, agents, contractors, invitees or representatives), including any extensions or renewals hereof.

(B) Lessee will not permit to occur any release, spillage, emission, generation, manufacture, storage, treatment, transportation, or disposal of "hazardous material", as the term is defined in subparagraph (H) of this paragraph 14, on, in or from the Premises, except strictly in accordance with all Environmental Laws with respect to those hazardous materials that are necessary for the daily operation of Lessee's business. Lessee will promptly notify Lessor, in writing, if Lessee has or acquires notice or knowledge that any hazardous material has been or is threatened to be released, discharged, disposed of or transported in violation of the foregoing, or stored on or in the Premises. If any hazardous material is found on the Premises, Lessee will immediately take such action as is necessary to detain the spread of and remove the hazardous material in accordance with applicable Environmental Laws, to the complete satisfaction of Lessor and appropriate governmental authorities.

(C) Subject to the accuracy of Lessor's warranty Lessee will keep the Premises free of any lien imposed pursuant to any Environmental Laws.

(D) Lessee agrees to indemnify, defend (with counsel acceptable to Lessor at Lessee's sole cost), and hold Lessor, Lessor's affiliates, partners, shareholders, directors, officers, employees, and agents free and harmless and from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages disbursements, or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Lessor or any of them in connection with or arising from or out of:

(1) any hazardous material on, in or affecting all or any portion of the Premises:

(2) Lessee's misrepresentation, inaccuracy, or breach of any warranty, covenant, or agreement contained or referred to in this paragraph 13;

(3) any violation or claim of violation by Lessee of any Environmental Law;

#### 14. ALTERATIONS

Lessee shall not make any alterations, improvements or additions to the Premises without first obtaining the written permission of Lessor, which consent shall not be unreasonably withheld. Lessors' prior written consent will not be necessary for any alteration, addition or improvement which: (i) cost less than Five Thousand Dollars (\$5,000.00) including labor and materials; (ii) does not change the general character of the Premises or reduce the fair market value of the Premises; or (iii) is in compliance with the laws, ordinances, orders, rules, regulations, certificates of occupancy or other governmental requirements.

15. **SIGNS AND FIXTURES**

(A) Lessee shall have the right to erect signs for the purpose of identification and direction evidencing Maaco Auto Painting and Bodyworks services; said signs to conform to any state and /or local restrictions; said signs' location and size shall only be determined by state and/or local restrictions. Installation of said signs will be permitted sixty (60) days prior to the beginning of this Lease, or sooner as permitted by Lessor.

(B) Lessee shall also have the right to install in accordance with all governmental regulations any equipment or trade fixtures required in the operation of its business, which shall be deemed personal property subject to repossession for protection of its interests by any conditional sales vendor or equipment lessor or similar seller thereof retaining or obtaining and perfecting under applicable state laws a security interest therein, if applicable.

(C) Upon the expiration or termination of this Lease, Lessee shall remove from the Premises any and all signs as well as any equipment, trade fixtures, improvements and property which it may have installed or placed therein, and Lessee shall repair any damage to the Premises caused by such removal. If Lessee fails to repair any damage to the Premises caused by such removal, Lessor shall make such repairs. Lessee shall pay to the Lessor any costs incurred by Lessor in repairing any damage to the Premises and/or in the removal and disposal of any signs and/or equipment as provided in this paragraph.

16. **LIENS**

If any act or omission of Lessee or claim against Lessee results in a lien or claim of lien against Lessor's title to the Premises, Lessee, upon notice thereof, shall promptly remove or release same by payment of bond or otherwise to fully satisfy said lien. If not so released within fifteen (15) days after notice to Lessee to do so, Lessor may (but need not) pay or discharge any lien without ten (10) days after demand for payment of all costs and expenses incurred by Lessor, pay unto Lessor the full furnishing Lessor with a good and sufficient surety bond issued by a reputable surety company.

17. **LESSOR'S RIGHT TO PERFORM AND EXPENDITURES**

If Lessee shall default in the performance of any covenant on its part to be performed under this Lease, and shall fail to remedy such default with reasonable dispatch after Lessor shall have notified Lessee of such default, Lessor, without being obligated to do so and without thereby waiving such default, may take such action as is commercially reasonable and appropriate to cure such default. Lessor's expenditures and costs in connection therewith, together with 11/2 per month interest thereon, shall be at Lessee's expense and shall be payable as additional rent upon the fifteenth (15<sup>th</sup>) day of the month next following. Lessee shall also pay all of Lessor's reasonable costs and expenses, including reasonable attorney's, experts' and investigation fees, which may be necessary in the sole discretion of the Lessor in enforcing Lessee's obligations hereunder.

18. **WAIVERS**

No waiver by either party to this Lease of any provision or default under this Lease, whether in a single instance or repeatedly, shall be deemed a future waiver of such provision or default.

19. **LESSOR'S REPRESENTATIONS**

Lessor represents and warrants that:

(A) it is legally empowered to execute this Lease and that the person signing this Lease on behalf of Lessor has all authority to do so;

(B) upon the payment by Lessee of the rent and other sums due Lessor, and upon performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Premises or the tenancy created under this Lease without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject nevertheless to the terms and conditions of this Lease. Except as set expressly and specifically forth in this Lease, Lessor has made no representation or warranty regarding the Premises; and

(C) Zoning for the Premises will permit the Intended Use.

20. **DEFAULTS AND REMEDIES**

(A) Each of the following events shall constitute an "Event of Default" by Lessee under the Lease:

(1) the appointment of a receiver or trustee for Lessee in any court which appointment is not vacated in thirty (30) days;

(2) the adjudication of Lessee as bankrupt or insolvent;

(3) the Assignment by Lessee for the benefit of creditors;

(4) Lessee's failure to pay any rent or other sums due Lessor when due, and such failure continues for a period of ten (10) days after Lessor gives notice of such failure to Lessee;

(5) Lessee's failure to comply with any of its other obligations under this Lease and such failure continues for thirty (30) days after Lessor gives notice of such failure to Lessee; provided, however, that if such default cannot reasonably be cured within thirty (30) days after the date of Lessor's notice, Lessee may cure it if Lessee commences such cure within thirty (30) days after the date of such notice and thereafter diligently prosecutes such cure to completion and such cure is cured in full on or before the one hundred and twentieth (120) day after the date of such notice; or

(6) Lessee's abandonment or vacating of the Premises for a period of six (6) or more consecutive business days.

(B) Upon the occurrence of an Event of Default, Lessor may, by giving further written notice to Lessee at any time thereafter during the continuance of such default, either: (i) terminate this Lease; or (ii) re-enter the Premises by summary legal proceedings or otherwise, expelling Lessee and removing all property therefrom and reletting the Premises at the best possible rent obtainable, making reasonable efforts therefore, and receive the rent therefrom; but Lessee shall remain liable for the equivalent of the amount of all rent payable under this Lease less the proceeds, if any, of reletting; or (iii) avail itself of all the rights, remedies and relief otherwise available to Lessor under this Lease and the laws of the State in which the Premises are located. Any and all deficiencies in payment by Lessee shall be paid monthly to Lessor on the date provided in this Lease for the payment of rent. If any petition shall be filed by or against Lessee under any bankruptcy law to adjudge Lessee insolvent or bankrupt, or to delay, reduce or modify Lessee's debts and obligations, and such petition is not dismissed within (60) days after its filing, or if any assignment of Lessee's property shall be made for the benefit of creditors, Lessor, at its option, may terminate this Lease.

## **21. LATE PAYMENT**

Any payment due under this Lease that is received ten (10) or more days after the due date, shall be subject to a late charge equal to five percent (5%) of the amount thereof.

## **22. SUBORDINATION/ATTORNMEN**

Lessee agrees that this Lease shall be subordinate to any holder of a mortgage encumbering the Premises. If the holder of any mortgage or trust deed encumbering the Premises shall succeed to the rights of Lessor under this Lease, whether through repossession or foreclosure action, deed in lieu of foreclosure or otherwise, then at the request of such party so succeeding to Lessor's rights (sometimes called "Successor-lessor") and upon delivery to Lessee of evidence reasonably sufficient to verify succession and such Successor-lessor's written agreement to accept Lessee's Attornment,

Lessee shall attorn to and recognize such Successor-lessor as Lessee's lessor under this Lease, and shall promptly execute and deliver any instrument that such Successor-lessor may request to evidence such Attornment. Upon such Attornment this Lease shall continue in full force and effect as, or as if it were a direct lease between such Successor-lessor and Lessee upon all of the terms, conditions, and covenants as are set forth in this Lease, and the same shall be applicable after such Attornment. Successor-lessor shall provide Lessee a statement of non-disturbance recognizing Lessee's rights under this Lease in return for Lessee's execution of any such Attornment instrument.

Upon the request of Lessor, Lessee agrees to subordinate its rights under this Lease to the lien of any mortgage hereunder encumbering the Premises, and to attorn to the holder of the mortgage, provided that the holder of such mortgage agrees with Lessee, in writing, that so long as Lessee is not in default of its obligations under this Lease beyond the period provided herein for the cure of such default, Lessee's possession of the Premises and its interest under the Lease will not be disturbed by reason of a foreclosure of the lien of any such mortgage or a conveyance in lieu thereof, and Lessee will not be named as a party in any such foreclosure except as required by the rules of the applicable court, such agreement to be reasonably satisfactory to Lessee and the holder of such mortgage.

## 23. NOTICES

Any and all notices required or permitted under this Lease shall be in writing and shall be personally delivered or mailed by registered or certified mail to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notice to Lessor: Duncan Prier, trustee of Par Realty Trust  
84 Westgate Drive Brockton, MA 02301

Notice to Lessee: RPCV Autobody, LLC  
100 Faunce Corner Road No. Dartmouth, MA 02747

## 24. SECURITY DEPOSIT

In addition to the first month's rent due upon execution hereof, Lessee shall deposit with Lessor, a security deposit in the amount of Six Thousand Eight Hundred (\$6,800.00) the ("Deposit") as security for Lessee's faithful performance of Lessee's obligation under this Lease. If Lessee fails to pay rent or other charges due, or otherwise defaults with respect to any provisions to this Lease, Lessor may use, apply or retain all or any portion of the Deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby without

limiting any other rights or remedies of Lessor under this Lease. If Lessor uses or applies all or any portion of the Deposit, Lessee shall within ten (10) days after written demand, deposit cash with Lessor in an amount sufficient to restore the Deposit to the full amount stated in this paragraph and Lessee's failure to do so shall be a material breach of this Lease. If Lessee performs all of Lessee's obligations under this Lease, the balance of the Deposit, without payment of interest or other increment shall be returned to Lessee at the expiration of the Term of this Lease, less such sums as shall be required for the for the payment of damages to the Premises (or at Lessor's option, to the last assignee, if any, of Lessee's interest under this Lease). Any damages to the Premises not repaired by Lessee as required under this Lease will be repaired by Lessor, and the cost for such repairs, shall be deducted from the Deposit. No trust relationship is created between Lessor and Lessee with respect to the Deposit. The parties agree that no part of the Deposit is to be considered as the last payment of Rent due under the terms of this Lease.

Lessee shall also pay upon the execution of the Lease the sum of Six Thousand Eight Hundred (\$6,800.00) Dollars as the last month's rent due under the Lease.

25. **SECURITY**

Lessee shall be responsible for security for the Premises.

26 **OPTION TO PURCHASE/RIGHT OF FIRST REFUSAL**

Provided Lessee is not in default of the Lease, Lessee shall have the option to purchase the leased premises during the first five years of the term of the Lease. Lessee shall give notice to the Lessor of its intention to purchase the premises and the closing shall occur within 60 days of said notice. If the purchase price is not agreed upon between the Lessor and Lessee it shall be set by the average of three appraisers, one chosen by each of the Lessor and Lessee and the third being chosen by the two appraisers. Notwithstanding the same in no event shall the purchase price be less than Eight Hundred Fifty Thousand (\$850,000.00) Dollars. In the event Lessee opts to purchase the premises hereunder the parties agree to execute a Greater Boston Form Purchase and asle Agreement. In regards said sale with closing to occur within said 60 day period.

During the remainder of the term of the Lease the Lessee shall have a right of first refusal to purchase the premises. In the event the seller shall receive a bona fide offer to purchase the premises the Lessee shall be given notice of said offer and shall have 14 days to accept the terms of said sale. In the event Lessee accepts the terms of said sale the parties shall execute a Greater Boston Form Purchase and Sale Agreement with closing to occur within 45 days thereafter. In the event Lessee does not accept said offer within said 14 day period the Lessor shall be free to sell the premises under ther terms of said offer.

27. **NOTICE OF LEASE**

The parties agree to execute and record a sufficient Notice of Lease in accordance with MGL Chapter 183 Section 4.

**I HAVE READ THE ABOVE LEASE AND UNDERSTAND ITS TERMS. I  
WOULD NOT SIGN THIS LEASE IF I DID NOT UNDERSTAND IT AND  
AGREE TO BOUND BY ITS TERMS.**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first  
written above.

**LESSOR: PAR Realty Trust**

BY: 

Duncan M. Prier, trustee

**LESSEE: RPCV AUTOBODY, LLC**

BY: 

Christopher Zammito, Manager

**GUARANTOR**

  
Christopher Zammito, individually



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# Google Maps



Imagery ©2019 Google, Map data ©2019 Google 20 ft



Set a home address



Set a work address

Updated 2 min ago



Light traffic in this area  
Typical conditions

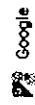


Google Maps 2 Potomska St



Image captured: Aug 2017 2019 Google

New Bedford, Massachusetts



Street View - Aug 2017

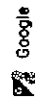


Google Maps 29 Potomska St



Image capture: Aug 2017 © 2019 Google

New Bedford, Massachusetts



Street View · Aug 2017



COMMITTEE ON APPOINTMENTS & BRIEFINGS

RECEIPT

DATE: 07/02/19

FROM: Christopher Zammito d/b/a RPCV Autobody, LLC

Receipt of One Thousand Dollars

For Special Permit for Motor Vehicle Sales and Rentals, Body Repair, General Repair and Light Service  
at 49 Potomska Street, New Bedford, MA 02740

A handwritten signature in cursive script, reading "Donna M. Britto". The signature is written in dark ink and is positioned above a horizontal line.

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Donna M. Britto  
Assistant Clerk of Committees