



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: 2/15/2020

Type of service to be provided:

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

Owner/Landlord Information:

Michelle J England
Full Legal Name

811 Mills Estate Place
Address

407.902.1355
Phone Number

Crinicia, LLC
Company Name (if applicable)

Chuluota, FL 32766
City, State, Zip

TJemich@gmail.com
Email Address

OTHER Owner/Landlord Information: (if applicable)

Maurice Goyette

Lessee Information: (if different from above)

Joel D. Brown
Full Legal Name

1348 Pleasant Street
Address

508.689.8165
Phone Number

Around the Clock Auto Sales & Repair
Company Name

New Bedford, MA 02740
City, State, Zip

BGZTSF21@yahoo.com
Email Address

OTHER Lessee Information: (if applicable)

Location Information:

Address of Premises: 706 Acushnet Ave New Bedford, MA 02740
Street Number & Name Zip Code

Assessor's Plot: 72 276 12523 139
Plot # Lot # Book # Page #

Lot Dimensions: 125' 231.33 3,445.5
Frontage Depth Area in Sq. Ft.

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

Premises in present ownership since: (date of purchase) 1984

Present use of premises: Mechanic / Hobby Shop

Number of buildings on Lot: 1 Size of existing building(s): 7,000 SQ Feet

Number of cars on premises at any given time: 30

Number of people on premises at any given time: 10

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

Extent of proposed alterations (if applicable): Vehicle repair, mechanical repairs, auto sales, paint

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? No

If so, the reason: _____

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: Michelle J England
(Must be the signature of the current owner on record.)

Date: 2/15/2020

Lessee Signature: Joel Brown
(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: 2/15/2020

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: Maurice Goyette Date: _____

OTHER Lessee Signature: _____ Date: _____



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).

JAN 15 2020

SUBJECT PROPERTY	
MAP #	72
LOT(S)#	276
ADDRESS: 706 ACUSHNET AVE. NB.	
OWNER INFORMATION	
NAME: Erin Clia	
MAILING ADDRESS: 911 mills ESTATE Place Chuluota, FL 32766	
APPLICANT/CONTACT PERSON INFORMATION	
NAME (IF DIFFERENT): Joel Brown	
MAILING ADDRESS (IF DIFFERENT): 1438 Pleasant St N.B. 02740	
TELEPHONE #	(508) 6898165
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): city council

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

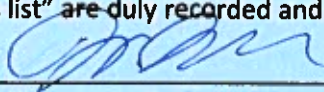
Submit this form to the Planning Division Room 303 in City Hall, 133 William Street. You, as applicant, are responsible for picking up and paying for the certified abutters list from the assessor's office (city hall, room #109).

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.

Michael J. Motta

Printed Name



Signature

1/16-2020

Date

note: This map was developed using the best available data and serves as a guide rather than a determination. Data should be confirmed in the field to ensure accuracy.



City of New Bedford, Massachusetts
Department of City Planning

Parcel within 300FT



Revised 10/20

January 15, 2020
Dear Applicant,

Please find below the List of Abutters within 300 feet of the property known as 706 Acushnet Avenue (Map: 72, Lot: 276). 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
72-138	RIGHT OF WAY	PENN CENTRAL CO, CONSOLIDATED RAIL CORP 500 WATER STREET DEPT J910 JACKSONVILLE, FL 32202
72-173	1 PEARL ST	AGUIAR KIMBERLY "TRS", FERREIRA JOHN JEFFREY "TRS" FERREIRA THOMAS F "TRS" 680 ACUSHNET AVENUE NEW BEDFORD, MA 02740
72-137	RIGHT OF WAY	PENN CENTRAL CO., CONSOLIDATED RAIL CORP 500 WATER STREET DEPT J910 JACKSONVILLE, FL 32202
72-274	700 ACUSHNET AVE	PLUMBERS SUPPLY COMPANY, P O BOX 51687 NEW BEDFORD, MA 02745
72-270	ACUSHNET AVE	GLICKSMAN DAVID, GLICKSMAN RUTH 1550 PADANARAM AVENUE NEW BEDFORD, MA 02740
72-139	730 ACUSHNET AVE	GLICKSMAN DAVID P "TRUSTEE", DAVID P GLICKSMAN REVOCABLE TRUST - 2003 1550 PADANARAM AVENUE NEW BEDFORD, MA 02740
72-172	ACUSHNET AVE	AGUIAR KIMBERLY "TRS", FERREIRA JOHN JEFFREY "TRS" FERREIRA THOMAS F "TRS" 680 ACUSHNET AVENUE NEW BEDFORD, MA 02740
72-276	706 ACUSHNET AVE	ERINICLIA LLC 911 MILLS ESTATE PLACE CHULUOTA, FL 32766



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

706 Acushnet Avenue – PLOT: 72 – LOT: 276 – ZONED DISTRICT: IB

Special Permit Required from the City Council

Zoning Code Review as follows:

Special Permit

City Council

❖ 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)

DISTRICTS

[illegible]

C. Commercial	RA	RB	RC	RAA	MUB	PB	IA	IB	IC	WI	KHTOD
1. Nonexempt agricultural use	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA
2. Nonexempt educational use	N	N	N	N	Y	Y	BA	BA	BA	BA	Y
3. Animal clinic or hospital; with ancillary animal boarding	N	N	N	N	SP	N	BA	BA	BA	N	BA
4. Adult day care	BA	BA	BA	BA	BA	N	BA	BA	BA	N	Y
5. Family day care	BA	BA	BA	BA	BA	N	N	N	N	N	Y
6. Large family day care	BA	BA	BA	BA	BA	N	N	N	N	N	Y
7. Club or lodge, nonprofit	CC	CC	CC	CC	CC	N	N	N	N	N	CC
8. Funeral home	BA	BA	BA	BA	BA	BA	N	N	N	N	N
9. Adult entertainment establishment	N	N	N	N	CC	CC	CC	CC	CC	CC	N
10. Bed & Breakfast	BA	BA	BA	BA	BA	N	N	N	N	N	BA
11. Motel, hotel or inn	N	N	N	N	Y	Y	Y	Y	Y	Y	Y

[illegible]

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)

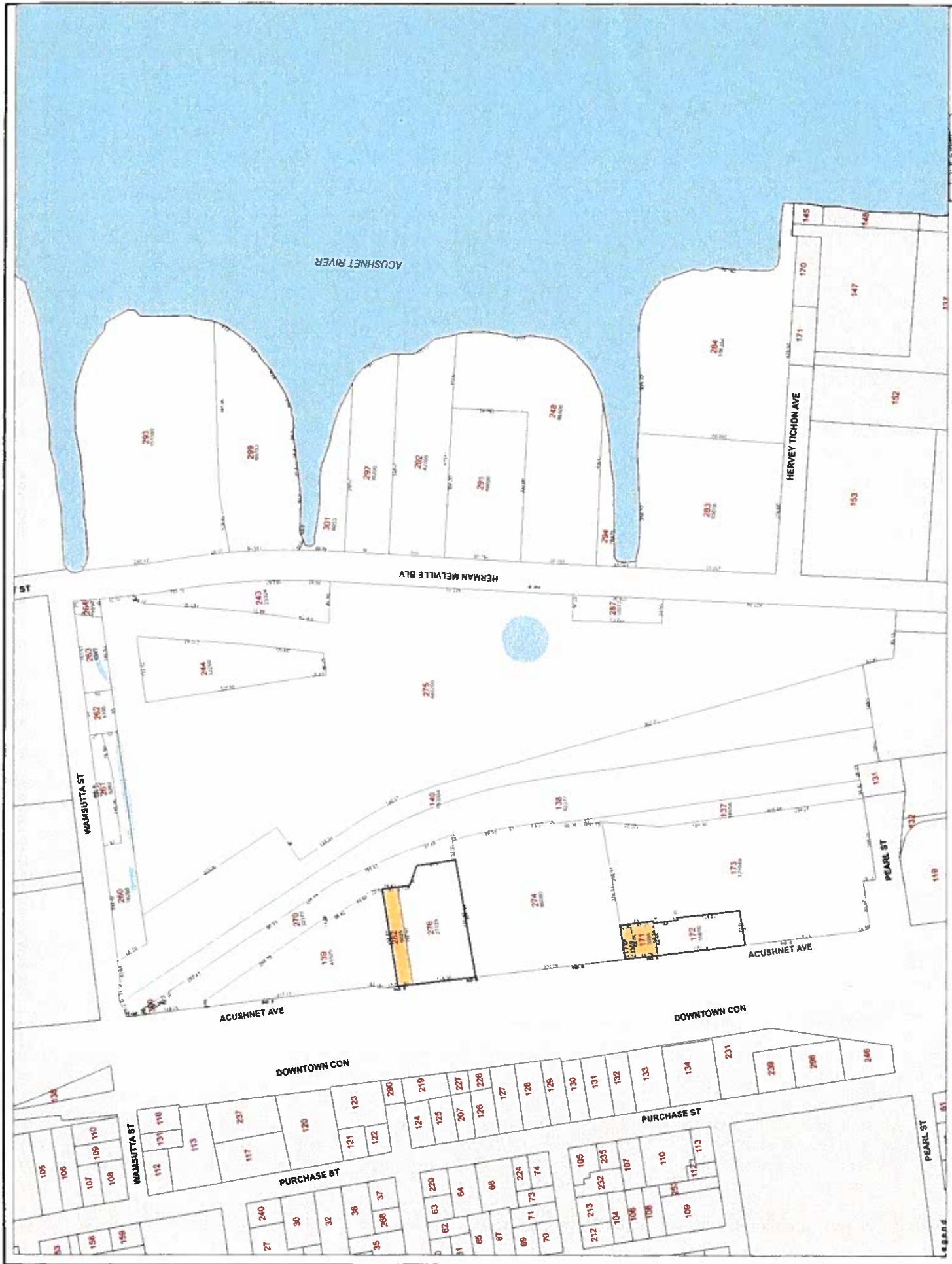
5380. Regulations. The special permit granting authority may adopt rules and regulations for the administration of this Section.

(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.



Map prepared by
City of New Bedford
Planning Department
Map of New Bedford
Massachusetts
10/1/2014



7-10-14-1014
This map of New Bedford is intended for planning
and informational purposes only.

Map: 072-2

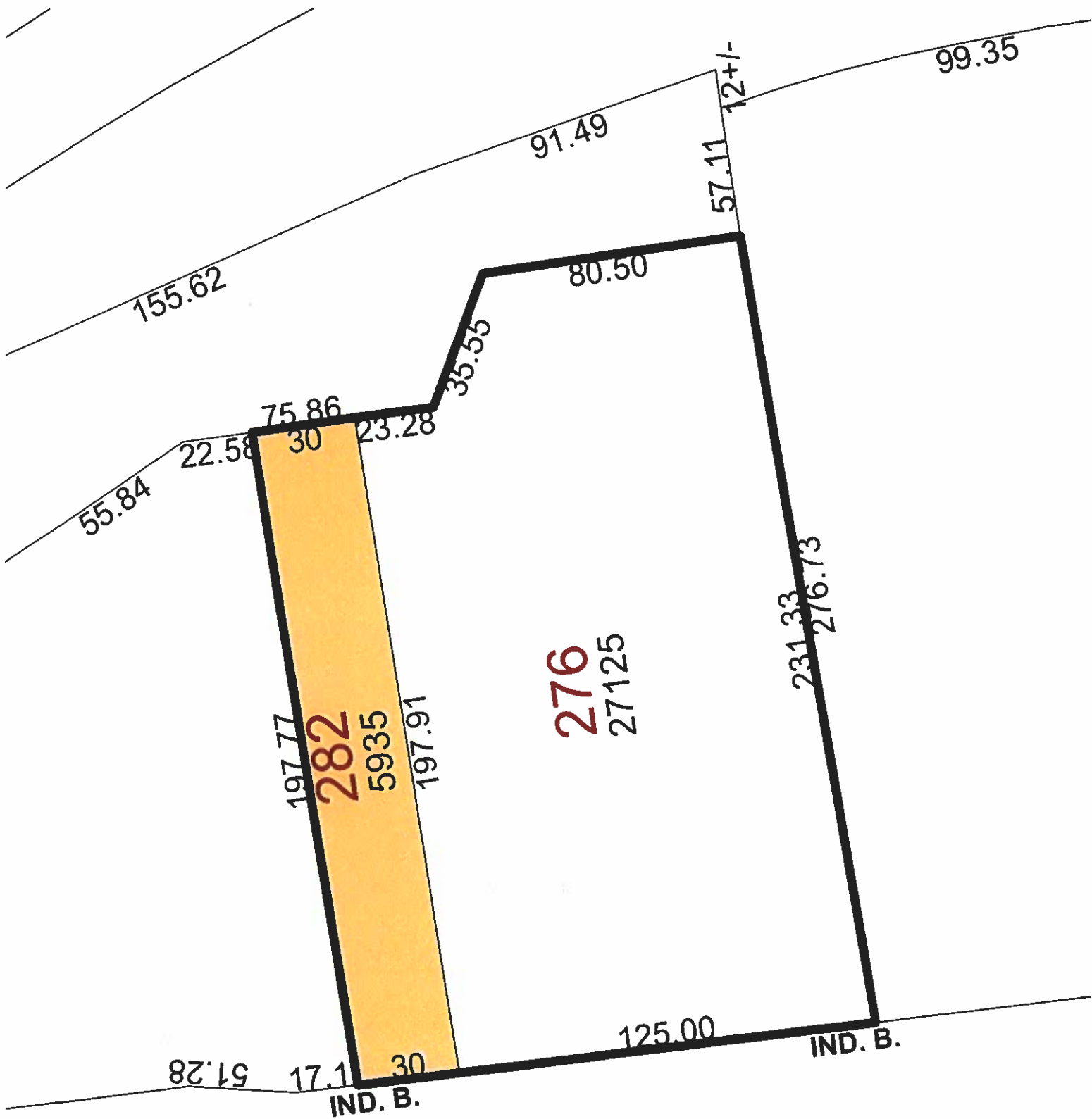
City of New Bedford
Massachusetts



1 inch = 100 feet
0 50 100
Feet

Water Bodies
Town Boundary
Engineering Lot Number
Assessment
Planned Subdivision
Combined Parcels
Master Parcel linking to Assessing DB

Legend



Location: 706 ACUSHNET AVE

Parcel ID: 72 276

Zoning: IB

Fiscal Year: 2019

Current Owner Information:
ERINICLIA LLC

Current Sales Information:

Sale Date:

07/31/2018

Sale Price:

\$100.00

Card No. 1 of 1

911 MILLS ESTATE PLACE

Legal Reference:

12523-139

CHULUOTA, FL 32766

Grantor:

GOYETTE,MAURICE

This Parcel contains 0.759 acres of land mainly classified for assessment purposes as IND WHS with a(n) WareHouse style building, built about 1979, having Metal exterior, Metal and Tin roof cover and 7000 Square Feet, with 1 unit(s), total room(s), total bedroom(s) 0 total bath(s), 0 3/4 baths, and 2 total half bath(s).

Building Value:

196300

Land Value:

125400

Yard Items Value:

26400

Total Value:

348100



Fiscal Year 2019

Tax Rate Res.: 16.47

Tax Rate Com.: 34.84

Property Code: 401

Total Bldg Value: 196300

Total Yard Value: 26400

Total Land Value: 125400

Total Value: 348100

Tax: \$12,127.80

Fiscal Year 2018

Tax Rate Res.: 16.63

Tax Rate Com.: 35.65

Property Code: 401

Total Bldg Value: 187900

Total Yard Value: 25400

Total Land Value: 116500

Total Value: 329800

Tax: \$11,757.37

Fiscal Year 2017

Tax Rate Res.: 16.69

Tax Rate Com.: 36.03

Property Code: 401

Total Bldg Value: 158500

Total Yard Value: 23900

Total Land Value: 116500

Total Value: 298900

Tax: \$10,769.37

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.

Rejection Required



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

FOR BUILDING DEPT. USE

DATE RECEIVED: _____

RECEIVED BY: _____

ISSUED BY: _____

NOV 1 2007

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

Permit No. _____
Completion Date _____

(AT LOCATION) 706 ACUSHNET Ave.
(NO) (STREET)
BETWEEN _____ AND _____
(CROSS STREET) (CROSS STREET)
PLOT 72 LOT 276 DISTRICT 173 ACCEPTED STREET _____
PLANS FILED ☐ YES ☐ NO

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

A. TYPE OF IMPROVEMENT

- AUTO REPAIR
CAR DEALERSHIP
- 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

D.1 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 _____

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 _____

B. OWNERSHIP

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

D.2 Does this building contain asbestos?

- ☐ YES ☒ NO If yes complete the following

Name & Address of Asbestos Removal Firm _____

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

C. COST

(Omit cents)

- 10 Cost of construction \$ _____
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 _____

D.3 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

AROUND THE CLOCK
auto Sales and repair

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.

E. 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.)

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 7000
- 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. (56-62) _____
- 64 Distance from lot line (front) _____
- 65 Distance from lot line (rear) _____
- 66 Distance from lot line (left) _____
- 67 Distance from lot line (right) _____

F. PRINCIPAL TYPE OF HEATING FUEL

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

H. TYPE OF WATER SUPPLY

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

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

OTHER APPLICABLE REVIEWS

K. FLOODPLAIN

Is location within flood hazard area? yes no

If yes, zone : _____ and base elevation _____

L. WETLANDS PROTECTION

Is location subject to flooding? _____

Is location part of a known wetland? _____

Has local conservation commission reviewed this site? _____

IV. IDENTIFICATION – ALL APPLICANTS – PLEASE PRINT

OWNER OR LESSEE NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
Joel Brown	1438 Pleasant St New Bedford	02740	508-689-8165
E-mail Address:			
CONTRACTOR NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
		LICENSE #	
E-mail Address:			
ARCHITECT NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
		LICENSE #	
E-mail Address:			
SIGNATURE OF OWNER		APPLICANT SIGNATURE	DATE
* Joel Brown		Joel Brown	11/15/2019

OR COPY OF LEASE

Omission of reference to any provision shall not nullify any

requirement of this code nor exempt any structure from such requirement.

The applicants understands and warrant that they will comply with all pertinent federal and state statutes, local ordinances and all federal, state, and local regulations, including those of the Architectural Barriers board, Department of Environmental Protection Agency and may be forwarded for review to all pertinent local city agencies which may express specific concerns. It is understood that the issuance of a permit shall not serve as an acceptance or acknowledgment of compliance nor exempt any structure from such requirement. The permit shall be a license to proceed with the work and shall not be construed as authority to violate, cancel, or set aside any of the provisions of the State Building Code or local code of ordinances, except as specifically stipulated by modification or legally granted variation in accordance with Section 122.0 of State Building Code or local code of ordinances.

I have read the above and sign under pain and penalty of perjury as to the truth of all of the information and statements contained in sections I through IV of this application.

Joel Brown 1438 Pleasant St New Bedford Ma

Applicant's Signature

Address

City

V. OTHER JURISDICTION APPROVALS AND NOTIFICATION

APPROVAL	CHECK	DATE OBTAINED	BY
Electrical			
Plumbing			
Fire Department			
Water			
Planning			
Conservation			
Public Works			
Health			
Licensing			
Other			

VI. ZONING REVIEW

DISTRICT: _____ USE: _____

FRONTAGE: _____ LOT SIZE: _____

SETBACKS: _____

FRONT: _____ LEFT SIDE: _____ RIGHT SIDE: _____ REAR: _____

PERCENTAGE OF LOT COVERAGE PRIMARY BUILDING _____

VARIANCE HISTORY _____

VII. WORKER'S COMPENSATION INSURANCE AFFIDAVIT

I, Joel Brown

(licensee/permittee) with a principal place of business/residence at:

706 Acushnet ave New Bedford ma 02740

(City/State/Zip) do hereby certify, under the pains and penalties of perjury, that:

☐ I am an employer providing worker's compensation coverage for my employees working on this job.

Selective insurance company 92395691

Insurance Company

Policy Number

☒ I am a sole proprietor and have no one working for me.

☐ I am a sole proprietor, general contractor, or homeowner and have hired the contractors listed below who have the following worker's compensation insurance policies:

Name of contractor

Insurance Company/policy number

Name of contractor

Insurance Company/policy number

☐ I am a homeowner performing all the work myself.

NOTE: Please be aware that while homeowners who employ persons to do maintenance, construction or repair work on a dwelling of not more than three units in which the homeowner also resides or on the grounds appurtenant thereto are not generally considered to be employers under the Workers' Compensation Act (GL. C. 152, sect. 1(5)), application by a homeowner for a license or permit may evidence the legal status of an employer under the Workers' Compensation Act.

I understand that a copy of this statement will be forwarded to the Department of Industrial Accidents' Office of Insurance for coverage verification and that failure to secure coverage as required under Section 25A of MGL 152 can lead to the imposition of criminal penalties consisting of a fine of up to \$1500.00 and/or imprisonment of up to one year and civil penalties in the form of a Stop Work Order and a fine of \$100.00 a day against me.

Signed this

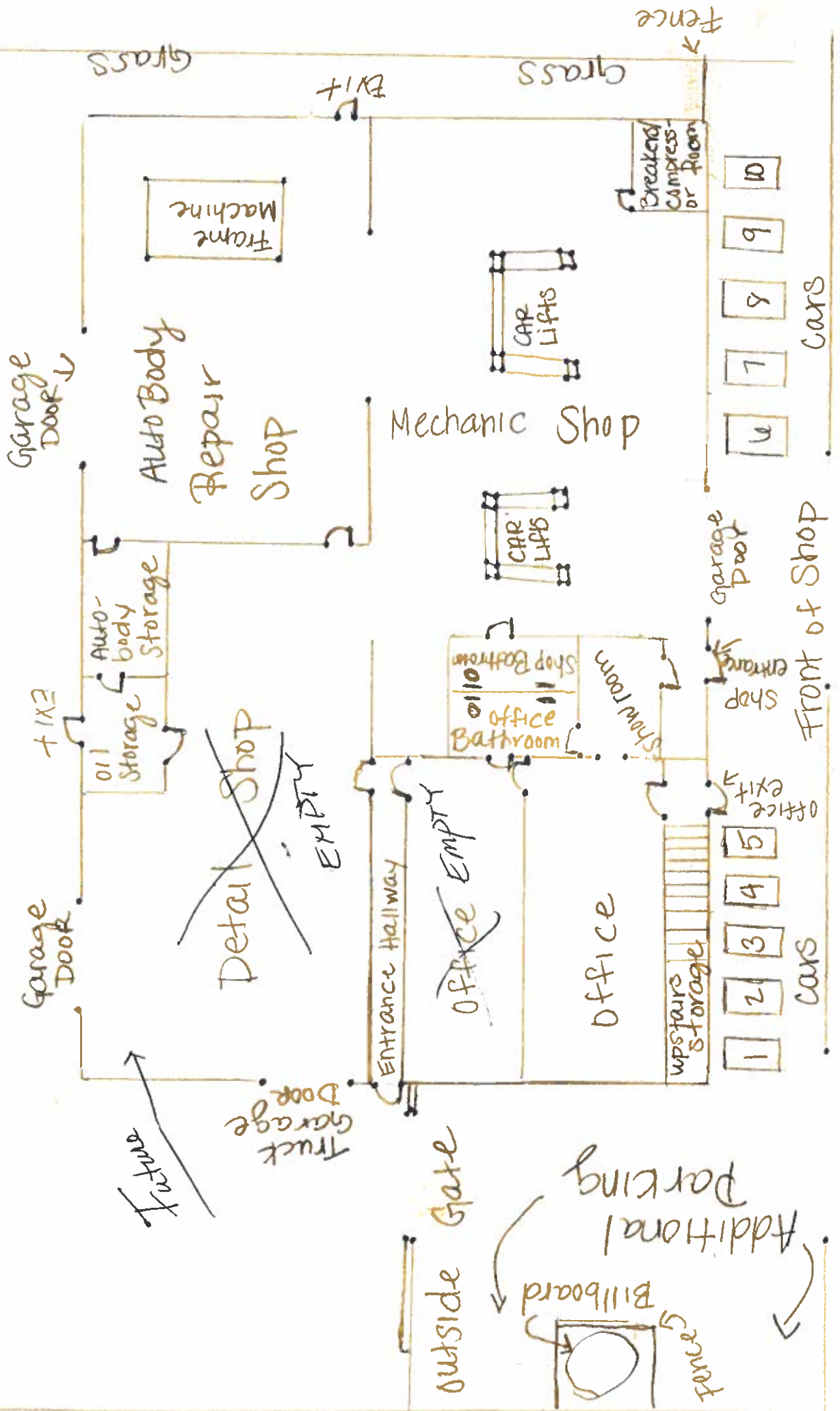
Joel Brown

day of

November 15

, 20 19

Storage & Parking Tow YARD



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: ABC disposal
(Location of Facility)

Signature of Permit Applicant _____

Date

11/15/2019

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: Auto Sales and repairs

Est. Cost

Address of Work: 706 Acushnet ave New Bedford ma 02740

Owner Name: Joel Brown

Date of Permit Application: 11/15/2019

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:

11/15/2019

Date

Owner Signature

XII. BUILDING COMMISSIONERS REVIEW COMMENTS AND CONDITIONS

C. Building Permit Rejected ☒ Special Permit City Council

Reason For Rejection:

" See Attachments "

Fee

Permit #

Comments and Conditions:

Signed

Danny M. Romanowicz
Building Commissioner

Date: Jan 2, 20 20

Title

Not valid unless signed (not stamped) by Building Commissioner



The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Name (Business/Organization/Individual): Round the clock auto repair and Sales

Address: 706 Acushnet ave New Bedford

City/State/Zip: New Bedford 02740 Phone #: 508-689-8165

Are you an employer? Check the appropriate box:

- 1 ☐ I am an employer with _____ employees (full and/or part-time) *
- 2 ☒ I am a sole proprietor or partnership and have no employees working for me in any capacity [No workers' comp. insurance required]
- 3 ☐ I am a homeowner doing all work myself [No workers' comp. insurance required] †
- 4 ☐ I am a homeowner and will be hiring contractors to conduct all work on my property. I will ensure that all contractors either have workers' compensation insurance or are sole proprietors with no employees.
- 5 ☐ I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance ‡
- 6 ☐ We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees [No workers' comp. insurance required]

Type of project (required):

7. ☐ New construction
8. ☐ Remodeling
9. ☐ Demolition
10. ☐ Building addition
11. ☐ Electrical repairs or additions
12. ☐ Plumbing repairs or additions
13. ☐ Roof repairs
14. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information

†Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

‡Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: Selective insurance company

Policy # or Self-ins. Lic. #: 52395691 Expiration Date: 11/15/2019

Job Site Address: 706 Acushnet ave. City/State/Zip: New Bedford ma 02740

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under MGL c. 152, §25A is a criminal violation punishable by a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. A copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: X Joel Bunn

Date: 11/15/2019

Phone #: 808-689-8165

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector
6. Other _____

Contact Person: _____ Phone #: _____

COMMERCIAL LEASE

1. PARTIES

LANDLORDS, MAURICE GOYETTE and MICHELLE ENGLAND of Chuluota, Florida which expression shall include their heirs, successors, and assigns, where the context so admits, does hereby lease to: JOEL BROWN (TENANT), which expression shall include its successors, executors, administrators and assigns where the context so admits the following-described premises:

2. PREMISES

A portion of the building located at 706 Acushnet Avenue, New Bedford, MA; Area consisting of 3,445.5 square feet approximate (being labeled Unit 1 and Unit 3) as shown by the area delineated on Exhibit A hereto attached of the area owned by the LANDLORD of 706 Acushnet Avenue, New Bedford, MA.

3. TERM

The term of the LEASE shall one year beginning on May 1, 2019.

4. RENT

The TENANT shall pay to the LANDLORD rent in the amount of \$2,450.00 (Unit 1 and Unit 3) following a monthly schedule, payable in advance and due to the Landlords on the 1st of each month starting May 1, 2019. Rent is to be auto paid via bank check through the bank of the TENANTs choice. The Rent check is to be made payable to Erinichia, LLC. If the TENANT pays rent after the fifth day of the month, TENANT shall pay 5% of any amounts due for the month rent to the LANDLORD as penalty.

5. ADDITIONAL RENT

In addition to the payment of the minimum rental, the TENANT shall pay to the LANDLORD, the following additional rent that shall be treated in the same way as rent.

- a. The TENANT will pay all water and sewer charges on the premises as indicated on the meter if the premises can be separately metered. If no separate meter is installed, TENANT shall pay one-half of all water and sewer bills for the building. TENANT shall reimburse LANDLORD for all sums due under Sub-Paragraph a. and b. of the provision within fifteen days of submission of bills or paid receipts to TENANT by the LANDLORD.
- b. The TENANT shall pay 1/3 of any increase in real estate taxes on the real estate located at 706 Acushnet Avenue, New Bedford, MA above current real estate taxes. LANDLORD will submit tax bill to TENANT within 30 days of receiving same.
- c. The TENANT shall pay for the alarm and security system service at its own expense. The TENANT agrees to maintain the alarm and security system in an active state.

6. UTILITIES

The TENANT shall pay, as they become due, all bills for electricity, gas and air conditioning for the leased premises, said utilities to be separately metered. LANDLORD shall have no obligation to provide utilities other than the utilities within the premises as of the commencement date of this lease. In the event TENANT requires additional utilities, the installation and maintenance thereon shall be the TENANT'S sole

obligation, provided that such installation shall be subject to the written consent of the LANDLORD.

7. USE OF LEASED PREMISES

The TENANT shall use the leased premises only for the purposes related to its business, as permitted/approved by the City of New Bedford.

8. COMPLIANCE WITH LAWS

The TENANT acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive or contrary to any law or any municipal by-law or ordinance in force in the city/town in which the premises are situated. The TENANT is to obtain and maintain all licenses and permits required by City, State and Federal authorities to operate its business as set forth in Clause #7. Further, TENANT shall maintain at all times, all insurances for their business and occupancy of such business at 706 Acushnet Avenue, New Bedford, MA.

9. FIRE INSURANCE

The TENANT shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The TENANT shall on demand reimburse the LANDLORD and all other tenants, all extra insurance premiums caused solely by the TENANT'S use of the premises.

10. MAINTENANCE

a. Tenant's Obligations:

The TENANT agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary to replace glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The TENANT shall not permit the leased premises to be overloaded, damaged, stripped or defaced, nor suffer any waste.

The TENANT further agrees to keep the TENANT'S portion of the premises, doors, and glass and signs in the same condition as at the commencement of the term. The TENANT shall take good care of the demised premises and shall assume the cost of all maintenance for the heating and air condition systems exclusively serving the demised premises. The TENANT shall also be responsible for all costs of repairs to the plumbing and electrical systems in the building, provided that repair is required as a result of the actions of the TENANT or those for whose conduct the TENANT is legally responsible. In addition, if any improvements or alterations are required in any building's system solely due to the nature of the TENANT'S business, the TENANT agrees to bear the full expense of such improvements and any subsequent maintenance, which shall thereafter become building fixtures, which shall remain with the premises at the conclusion of the Lease term.

COMMERCIAL LEASE

b. Landlord's Obligations

Subject to the other provisions of the Lease, the LANDLORD agrees to maintain all structural components of the premises in good working order and in a condition equal to that which existed thereon at the inception of this Lease.

11. ALTERATION-ADDITIONS

The TENANT shall **not** make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LANDLORD consents thereto in writing. All such allowed alterations shall be at the TENANT'S expense and shall be in quality at least equal to the present construction. The TENANT shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to the TENANT or claimed to have been furnished to the TENANT in connection with work of any character performed or claimed to have been performed at the direction of the TENANT and shall cause any such lien to be released of record forthwith without cost to the LANDLORD. Any alterations or improvements made by the TENANT shall become the property of the LANDLORD at the termination of occupancy as provided herein.

12. SUBORDINATION

This Lease shall be subject and subordinate to any and all mortgages, deed of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

13. LANDLORD'S ACCESS

The LANDLORD or agents of the LANDLORD may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as the LANDLORD should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

14. INDEMNIFICATIONS AND LIABILITY

The TENANT shall save the LANDLORD harmless from all loss or damage occasioned by the use or escape of water or bursting pipes upon the TENANT'S leased portion of the premises. The LANDLORD shall have no responsibility for the removal of snow and ice from the leased premises. TENANT shall be responsible for the removal of snow and ice on those portions of the premises to which TENANT has exclusive use. Further the TENANT shall be responsible and shall hold the LANDLORD harmless from any claim or damage resulting from the TENANT'S neglect in not removing snow and ice from those portions of the premises or by any nuisance made or suffered thereon.

15. PUBLIC LIABILITY, PROPERTY DAMAGE, PLATE GLASS INSURANCE, TENANT'S FIXTURES

Section 1. The TENANT agree, at its own expense, to maintain in full force during the leased term a policy or policies of comprehensive liability insurance, including property damage and pollution or hazardous waste, written by one or more responsible insurance companies licensed to do business in Massachusetts, which will insure the TENANT and the LANDLORD (and such other persons, firms or corporations as are designated by the LANDLORD) against liability for injury to persons and /or property and death of any person or persons occurring in or about the premises. Each such policy shall be approved as to form and Insurance Company by the LANDLORD. The liability under such insurance shall not be less than \$300,000 for any one person injured or killed, and not less than \$500,000 for any one accident and not less than \$50,000 property damage. If, in the considered opinion of the LANDLORD'S insurance advisor, the amount of such coverage or the type or category of such coverage is not adequate, the TENANT agrees to increase said coverage to such reasonable amount as the LANDLORD'S advisor shall deem adequate, and to add such additional type or category of coverage as the LANDLORD'S insurance advisor deems adequate. Upon reasonable notice and request by the LANDLORD, the TENANT shall provide the LANDLORD with copies of certificates of all said policies, including an endorsement which states that such insurance shall not be canceled except after thirty (30) days' notice in writing to the LANDLORD.

Section 2. The TENANT agrees that it will at all times during the leased term be solely responsible for all of its fixtures and equipment in the premises whether or not it purchases a policy or policies of fire insurance. It is understood that LANDLORD shall have no interest in the insurance upon the TENANT'S equipment and fixtures, if any, and will sign all documents necessary or proper in connection with the settlement of any claim or loss by the TENANT. The TENANT will provide workmen's compensation insurance for its employees and will provide a certificate of insurance to the LANDLORD.

16. HOLD HARMLESS

The TENANT will indemnify the LANDLORD and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the demised premises or from the occupancy or use by the TENANT of the demised premises or any part thereof, or occasioned wholly or in any part by any act or omission of the TENANT, its agents, contractors, employees, servants, lessees, or concessionaires to the same extent as the TENANT, its agents, contractors, employees, servants, lessees, or concessionaires are responsible for same. For the purpose hereof, demised premises shall include the sidewalks adjoin the same exclusively allocated to the use of the TENANT. In case the LANDLORD shall, without fault on its part, be made a party to any litigations commenced by or against the TENANT, then the TENANT shall protect and hold the LANDLORD harmless and shall pay all costs, expenses and reasonable attorneys fees incurred or paid by the LANDLORD in connection with such litigation. The TENANT shall also pay all costs, expenses, and reasonable attorney fees that may be

COMMERCIAL LEASE

incurred or paid by the LANDLORD in enforcing the covenants and agreements of this Lease.

17. FIRE AND EXTENDED COVERAGE INSURANCE

In case the premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended risk insurance as to become partially or totally untenable, the same shall be repaired as speedily as possible at the expense of the LANDLORD unless the LANDLORD shall elect not to rebuild as hereinafter provided, and (should there be a substantial interference with the TENANT'S business) a just and proportionate part of the fixed rents shall be abated until so repaired.

If more than forty percent (40%) of the building in which the premises are located shall be destroyed or so damaged by fire, or other casualty insurable under full standard extended risk insurance, as to become wholly untenable or in the event the premises shall be partially or totally destroyed by a cause or casualty other than those covered by fire and extended coverage risk insurance, then, in any such event, the LANDLORD may, if it so elects, rebuild or put said building in good condition and fit for occupancy, within a reasonable time after such destruction or damage, or may give notice in writing terminating the Lease as of a date not later than forty-five (45) days after any such damage or destruction. If the LANDLORD elects to repair or rebuild said building, it shall within forty-five (45) days after such injury, give the TENANT notice of its intention to repair and then to proceed with reasonable speed to make such repairs. After the TENANT receives said notice from the LANDLORD, the TENANT has the option to terminate this Lease by giving the LANDLORD notice of such termination within thirty (30) days from the date of the LANDLORD'S notice of intent to repair.

18. EMINENT DOMAIN

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

19. NOTICE

Any notice or demand required to be given under this lease, or pursuant to any Law or Governmental regulation, by the LANDLORD to the TENANT or by the TENANT to the LANDLORD shall be in writing. Unless otherwise required by law or in hand or sent by registered or certified mail, enclosed in a secure postage prepaid wrapper, addressed to: the LANDLORD at 311 Avenue E, Chuluota, FL 32766 or such other address and for additional or different persons as the LANDLORD may designate by notice to the TENANT. All rental payments and other fees shall be sent to the LANDLORD at 311 Avenue E, Chuluota, FL 32766 and due as stipulated in this lease as well as in the form of a bank check.

20. REMEDIES

In the event the TENANT breaches any of the covenants herein provided, and such default continues for a period of thirty (30) days after notice, or tenth (10) days for the non-payment of rent after notice or the TENANT abandons the premises, or becomes insolvent, makes an assignment for the benefits of creditors, or adjudicated in bankruptcy or a receiver or trustee be appointed for its property as a result of its insolvency, then this

Lease shall be terminated and the LANDLORD may take any legal action to evict the TENANT as provided by law, and in such event, the TENANT agrees to pay for all the LANDLORD'S legal expenses and costs, including attorneys' fees. Notwithstanding the above, the LANDLORD reserve the right to bring action against the TENANT for any arrears of rent and for the balance owed for the term of the Lease and any damage the TENANT may have caused to the demised premises, as well as for legal fees and expenses, which the TENANT agrees to be liable for in the event the LANDLORD is successful in its legal actions.

Further, in the event of an emergency posing imminent likelihood of damage to the premises and if it reasonably appears to the LANDLORD that the premises have been abandoned, the TENANT agrees the LANDLORD may enter the premises and secure the premises without being liable for trespass or forcible entry.

21. QUIET PASSESSION

Upon payment by the TENANT of the rent herein provided, and upon the observance and performance of all the covenants, terms and conditions on the TENANT'S part to be observed and performed, the TENANT shall peacefully and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by the LANDLORD or any other person or persons lawfully or equitable claiming by, through, or under the LANDLORD, subject nevertheless, to the terms and conditions of this Lease.

22. SIGNS

The TENANT shall NOT be allowed to erect, or install any exterior wall sign. Interior or exterior window or door signs or advertising media or window or door lettering, or placards are allowed provided the LANDLORD consents in writing. It is anticipated that the TENANT will be allowed signage that conform to the approved New Bedford City Code. The TENANT agrees not to use any advertising media that shall be deemed objectionable to the LANDLORD or other tenants, such as loud speakers, phonographs or radio broadcast in a manner to be heard outside the premises. The TENANT shall not install any exterior lighting or plumbing fixtures, shade or awnings or any exterior decorations or painting, or build any fences or make any changes to the store front without the LANDLORD'S written consent.

23. WASTE

The TENANT shall not commit or suffer to be committed any waste upon the demised premises or any nuisance or any act or thing which may disturb the quiet enjoyment of any other TENANT in the building in which the demised premises may be located. Any dumpster on the property must be placed at least 25 feet away from the property.

24. LANDLORD'S RIGHT TO ENTER

The LANDLORD or the LANDLORD'S agents shall have the right to enter the demised premises at all times with 24 hours notice, except that they will have immediate access in cases of emergency in order to examine the same, and to show them to prospective purchasers or lessees of the building and to make such repairs, alterations, improvements, or additions as the LANDLORD may deem necessary or desirable.

COMMERCIAL LEASE

25. HOLDING OVER AND SURRENDER

If the TENANT should remain in possession of the premises after the expiration of the leased term and without executing a new Lease, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provision and obligations of this Lease insofar as the same are applicable to a month to month tenancy. On the last day or sooner termination of the leased term, the TENANT shall quit and surrender the premises, broom clean, in good condition and free of needing repairs (reasonable wear and tear and damage by acts of God expected) together with alterations, additional and improvements which may have been made in, to or on the premises, except movable furniture or unattached movable trade fixtures put in at the expense of the TENANT, except that the TENANT shall ascertain from the LANDLORD within thirty (30) days before the end of the leased term whether the LANDLORD desires to have the premises or any part or parts thereon restored to their condition when the premises were delivered to the TENANT and if the LANDLORD shall so desire then the TENANT shall restore said premises or such part or parts thereof before the end of the leased term at the TENANT'S sole cost and expense. A cleaning fee of \$250.00 will be due if the property is not left in "move in condition" by the TENANT. The TENANT, on or before the end of the leased term, shall remove all his property from the premises, and all property not so removed shall be deemed abandoned by the TENANT. If the premises are not surrendered at the end of the leased term, the TENANT shall indemnify the LANDLORD against loss or liability resulting from delay by the TENANT in so surrendering the premises including, without limitation, any claims made by any succeeding the TENANT founded on such delay.

26. DEBRIS REMOVAL

The TENANT shall be responsible for removing outside debris (i.e. salvaged goods or automotive parts but not limited too) resulting from the operation of the business. Any such debris shall be picked up promptly and removed and the parking area, walk and other surrounding area shall be kept free of debris. In the event debris results from the operation of the business, and the TENANT fails to remove debris within seven days after notice from the LANDLORD, the LANDLORD at its option and its own expense, may clear it, and cost plus an additional 25% will be added to the monthly rent. The term "debris" shall not include equipment, vehicles or forklifts, etc., if these are not unsightly. In the event of agreement termination however, removal fees for such equipment or vehicles will be the responsibility of the TENANT and due at time of end of agreement.

27. The TENANT

shall give the LANDLORD the sum of \$1,150.00 which will be applied to the current security deposit being held in escrow for a total hold of \$2,450.00. This is not accepted as a last months rent and will be returned after final walk through upon written termination of this month-to-month lease agreement. The LANDLORD shall have no obligation to pay the TENANT interest on these monies.

28. The TENANT

Acknowledges that other portions of the building are or may be rented to other tenants. The TENANT shall cooperate with other tenants on any shared access to the outside area and perimeter of the building. Area surrounding the billboard must remain accessible at all times.

No more than 12 vehicles total, at any time, may be on the premises adjacent to the area identified in this lease agreement.

29. There will be no subleasing allowed.

Maurice Goyette LANDLORD

Michelle England LANDLORD

WITNESS WHEREOF, the said parties hereunto set their hands and seals this
8th day of April, 2019.

TENANT: JOEL BROWN Tenant

Signature: *Joel Brown*

Notary name

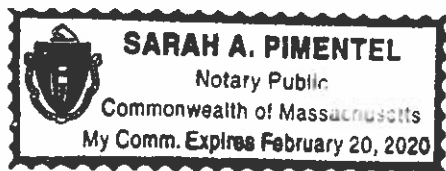
Printed: SARAH A. PIMENTEL

Notary name Signed: .

Sarah A. Pimentel

date: 4-8-19

Place commission below: FEBRUARY 20, 2020



COMMERCIAL LEASE

GUARANTY

FOR VALUE RECEIVED, and in consideration for , and as an inducement to Landlord Making the within Lease with Tenant, the undersigned personally and individually, jointly and severally, guarantees to Landlord, its successors and assigns, the full performance and observance of all the covenants, terms and conditions herein contained to be performed and observed by the Tenant, without requiring any notice or non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefore, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and obligations of the Guarantor hereunder shall in no way be terminated, affect or impaired by reason of the assertion by the Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the within Lease, or by the Landlord granting any indulgence or giving of additional time to the Tenant for the performance of any of the obligations of this Lease. This Guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this Lease.

In witness whereof, the undersigned set his hand and seal this 8th day of April, 2019.

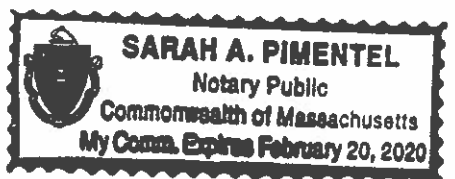
TENANT: JOEL BROWN signature:

Joel Brown

NOTARY Signature:

Sarah A. Pimentel

Commission stamp:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FLAGSHIP INSURANCE/BRADY ROGERS INS 651 ORCHARD ST, SUITE 301 PO BOX 40399 NEW BEDFORD MA 02744	CONTACT NAME: Maria Desousa PHONE (A/C, No, Ext): (508) 994-9688 E-MAIL ADDRESS: mdesousa@flagshipins.com FAX (A/C, No): (508) 991-5461
INSURED Joel Brown, DBA: Around the Clock Towing & Auto Repair 706 Acushnet Ave New Bedford MA 02740	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 19/20 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		S2395691	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of New Bedford
131 William Street

New Bedford

MA 02740

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



2018 00017228

Bk: 12523 Pg: 139 Pg: 1 of 2 BS
Doc: DEED 07/31/2018 03:43 PM

Quitclaim Deed

We, **MAURICE GOYETTE**, Life Tenant and **MICHELLE ENGLAND**, of Chuluota, County of Seminole, State of Florida, in consideration of One and 00/100 (\$1.00) Dollar grant to **ERINICLIA, LLC**, a Massachusetts Limited Liability Corporation, with principal place of business at 811 Mills Estate Place, Chuluota, Florida 32766 with **quitclaim covenants**, the land, with any buildings thereon situated in the City of New Bedford, County of Bristol, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL ONE:

BEGINNING at a point in the easterly line of Acushnet Avenue, being the southwesterly corner of the parcel herein to be conveyed, said parcel abutting the northerly portion of Parcel 1C, now or formerly of Maurice Goyette et al;

Thence north 7° 14' 56" west in the easterly line of said Acushnet Avenue, 10.00 feet to a point;

Thence north 82° 45' 04" east 197.77 feet to a point;

Thence south 7° 30' 07" east 30.00 feet to a point;

Thence 82° 45' 04" west 197.91 feet to the point of beginning, containing 5,935 square feet more or less.

Being Parcel 1C-1 on plan of land entitled "The City of New Bedford, New Bedford Redevelopment Authority, Disposition Parcels Nos. 1A, 1C, 1C1 and 1E, North Terminal Urban Renewal Project, prepared by New Bedford Redevelopment authority, New Bedford, Mass.", dated April, 1980.

PARCEL TWO:

Beginning at a point in the easterly line of Acushnet Avenue being the southwesterly corner of the parcel herein to be conveyed, said parcel abutting the northerly portion of Parcel 11, now or formerly of Plumbers Supply Company;

Thence north 7° 14' 56" west in the easterly line of said Acushnet Avenue, 125.00 feet to a point;

Thence north 82° 45' 04" east 197.91 feet to a point;

Thence south 7° 30' 07" east 23.28 feet to a point;

Thence south 72° 01' 30" east 35.55 feet to a point;

Property Address: 706 Acushnet Avenue, New Bedford, Massachusetts 02740

new 811 Mills Estate Place Chuluota, Fla 32766

Thence south 8° 01' 08" east 80.50 feet to a point;

Thence south 81° 14' 47" west 231.33 feet to the point of beginning, containing 27,125 square feet.

Said parcel is subject to a twenty foot sewer easement along the westerly boundary as shown on plan hereinafter described.

Being Parcel 1C on plan entitled "The City of New Bedford, New Bedford Redevelopment Authority, Disposition Parcels 1A, 1C and 1D, North Terminal Urban Renewal Project, prepared by New Bedford Redevelopment Authority, New Bedford, Mass.", dated November 1979.

THIS CONVEYANCE is made subject to restrictions, covenants and conditions set forth in the Deed recorded in the Bristol County (S.D.) Registry of Deeds in Book 1798, Page 414, insofar as the same are in force and applicable.

FOR TITLE, see deed from Maurice Goyette and Jeanne C. Goyette, dated January 23, 2007, and recorded in said Registry of Deeds in Book 8503, Page 66.

SUBJECT to the 2018 fiscal year real estate taxes which the grantee assumes and agrees to pay.

T.N.E.

Witness our hands and common seals this 24th day of July, 2018.

Executed in the presence of

[Signature]
Witness

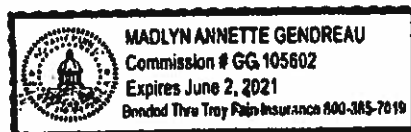
[Signature]
Maurice Goyette, Life Tenant
[Signature]
Michelle England

State of Florida

Seminole County, ss. _____

On July 24th, 2018, before me, the undersigned Notary Public, personally appeared Maurice Goyette, Life Tenant and Michelle England, proved to me through satisfactory evidence of identification, which was (FDL G 160 94536097-0 Drivers License/FDL E 201-570 645001.D.), to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purposes.

(Seal)



[Signature]
Official signature and seal of Notary Public

My Commission Expires: June 2 2021

A true copy of instrument as recorded in
Bristol County (S.D.) Registry of Deeds
in Book 12523 Page 139
ATTEST:
[Signature]

Google Maps 706 Acushnet Ave



Imagery ©2019 Google, Imagery ©2019 MassGIS, Commonwealth of Massachusetts EOEA, Maxar Technologies, Map data ©2019 50 ft

Google Maps 706 Acushnet Ave

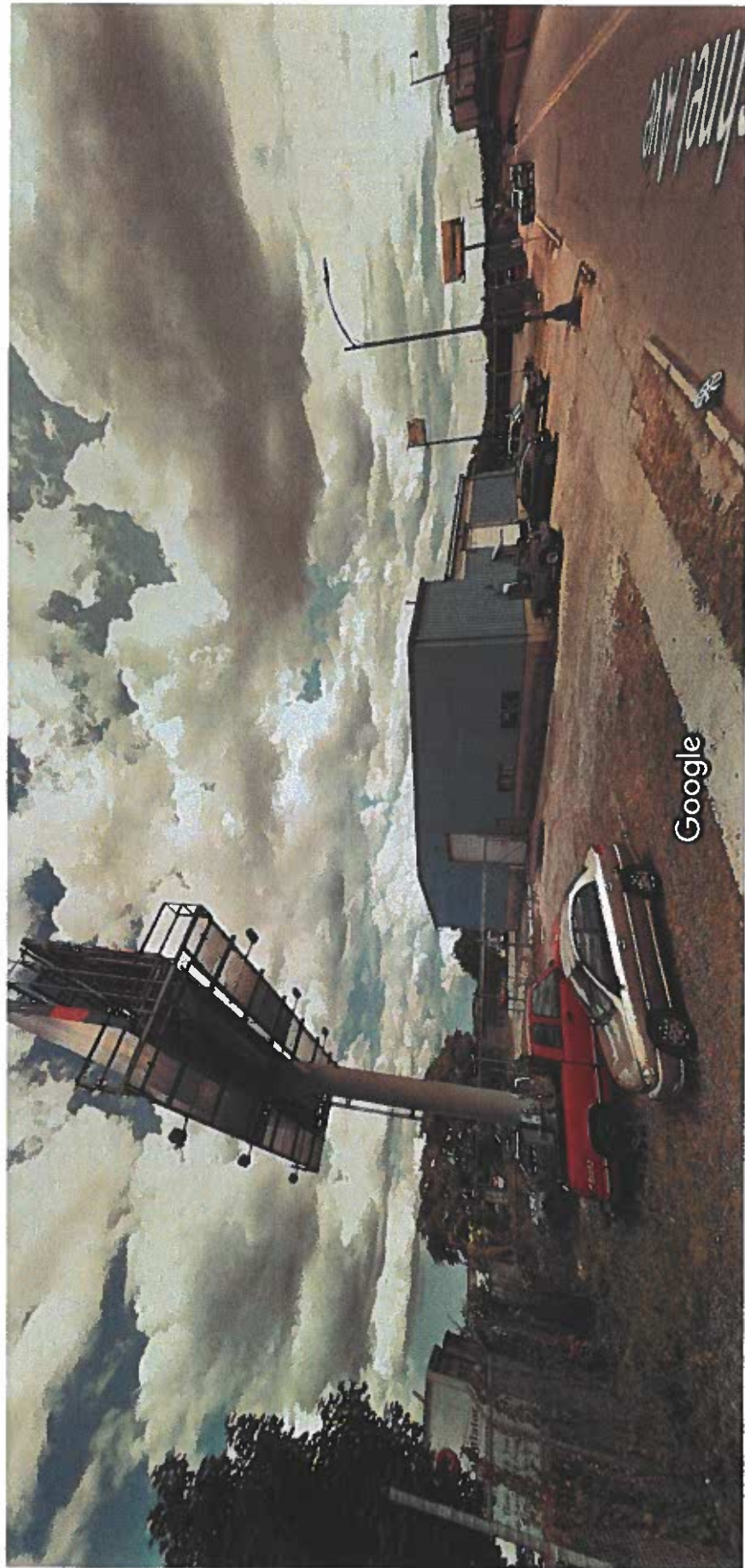


Image capture Aug 2017 © 2019 Google

New Bedford, Massachusetts

Google

Street View - Aug 2017

Google Maps 706 Acushnet Ave

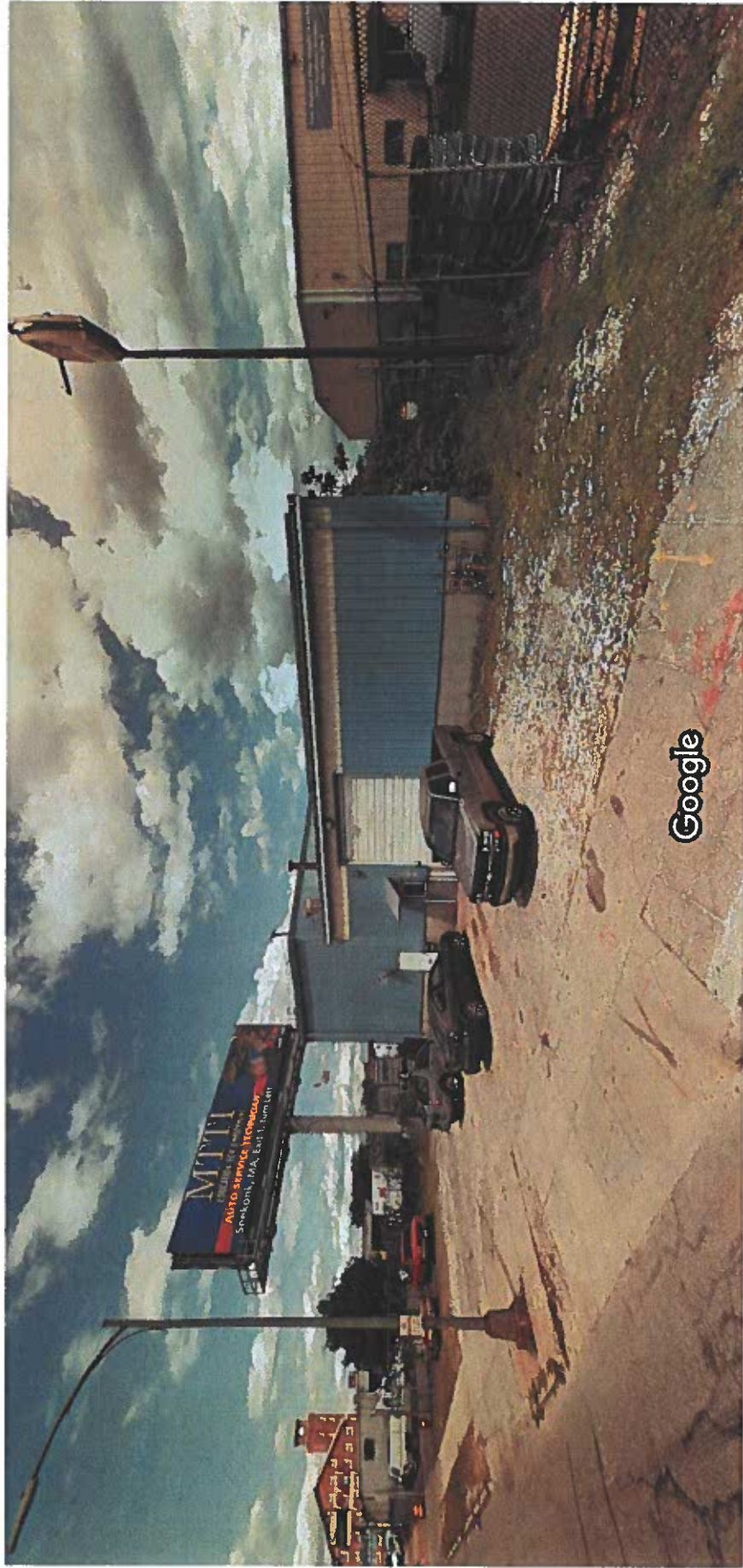


Image capture Aug 2017 © 2019 Google

New Bedford, Massachusetts

Google

Street View - Aug 2017