



## 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: 11/30/2020

**Type of service to be provided:**

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

**Owner/Landlord Information:**

Toni A. Shalhoub

Full Legal Name

1615 Cove Rd

Address

7743650419

Phone Number

Clari Realty LLC

Company Name (if applicable)

New Bedford MA 02740

City, State, Zip

chaloobtony@hotmail.com

Email Address

OTHER Owner/Landlord Information: (if applicable)

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

Claudia Faia

Full Legal Name

37 Weymouth Ave

Address

3392066696

Phone Number

Salco Auto Sales LLC

Company Name

West Roxbury MA 02132

City, State, Zip

sales@salcoauto.com

Email Address

OTHER Lessee Information: (if applicable)

**Location Information:**

Address of Premises: 1615 Cove Rd 02740  
Street Number & Name Zip Code

Assessor's Plot: 17 257 11855 156  
Plot # Lot # Book # Page #

Lot Dimensions: 49.14 94.08 6027  
Frontage Depth Area in Sq. Ft.

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

Premises in present ownership since: (date of purchase) 2016

Present use of premises: Empty Lot

Number of buildings on Lot: 1 Size of existing building(s): 270 SF

Number of cars on premises at any given time: 23

Number of people on premises at any given time: 2

Size of proposed buildings (if applicable): \_\_\_\_\_

Extent of proposed alterations (if applicable): \_\_\_\_\_

Have plans been submitted to the Department of Inspectional Services? NO  
(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: Special permit required

## 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: 11/30/2020

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: 11/30/2020

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: \_\_\_\_\_

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:

---

Anne Louro, Preservation Planner  
Planning Department

1/13/2021  
Date

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

A Special Permit must be approved by City Council and wait 20 days for the appeal period to end. At that time the applicant must get the Special Permit stamped by the City Clerk, have it recorded at the Registry of Deeds, then bring a copy to room 308 in City Hall to start the permit process.

Danny Romanowicz  
D.I.S. Commissioner

1/22/2021  
Date

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

**MUST APPLY FOR MOTOR VEHICLE CLASS II USED CAR DEALER LICENSE WITH THIS OFFICE**

Nicholas Nanopoulos  
Licensing Board Clerk

1/12/2021  
Date

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

If engine work/repairs are to be performed on site, a properly working MDC Trap must be installed. The owner/manager must have the MDC Trap inspected and/or cleaned every six (6) months and a receipt from the company inspecting/cleaning the MDC Trap must be sent to the DPI IPP/FOG Office. The owner must contact Ana Rosa in Engineering to confirm that the address listed is correct.

Wayne Perry, IPP Engineer  
Department of Public Infrastructure

1/14/2021  
Date

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

---

Stephanie Macomber  
Asst. City Clerk

1/20/2021  
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).

<b>SUBJECT PROPERTY</b>			
<b>MAP #</b>		<b>LOT(S)#</b>	257
<b>ADDRESS:</b> 1615 Cove Rd New Bedford MA 02740			
<b>OWNER INFORMATION</b>			
<b>NAME:</b> Clari Realty LLC			
<b>MAILING ADDRESS:</b> 1615 Cove Rd New Bedford MA 02740			
<b>APPLICANT/CONTACT PERSON INFORMATION</b>			
<b>NAME (IF DIFFERENT):</b> Claudia Faia / Salco Auto Sales LLC			
<b>MAILING ADDRESS (IF DIFFERENT):</b>			
<b>TELEPHONE #</b>	339-206-6696		
<b>EMAIL ADDRESS:</b>	sales@salcoauto.com		
<b>REASON FOR THIS REQUEST:</b> <i>Check appropriate</i>			
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPLICATION		
<input type="checkbox"/>	PLANNING BOARD APPLICATION		
<input type="checkbox"/>	CONSERVATION COMMISSION APPLICATION		
<input checked="" type="checkbox"/>	LICENSING BOARD APPLICATION		
<input type="checkbox"/>	OTHER ( <i>Please explain</i> ):		

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

**Michael Motta**

Signature

Digitally signed by Michael Motta  
Date: 2020.12.10 09:34:07 -05'00'

**12/10/2020**

Date

Amount Due

\$5.00

Date Paid

12/7/2020

Confirmation Number

9688965

December 1, 2020

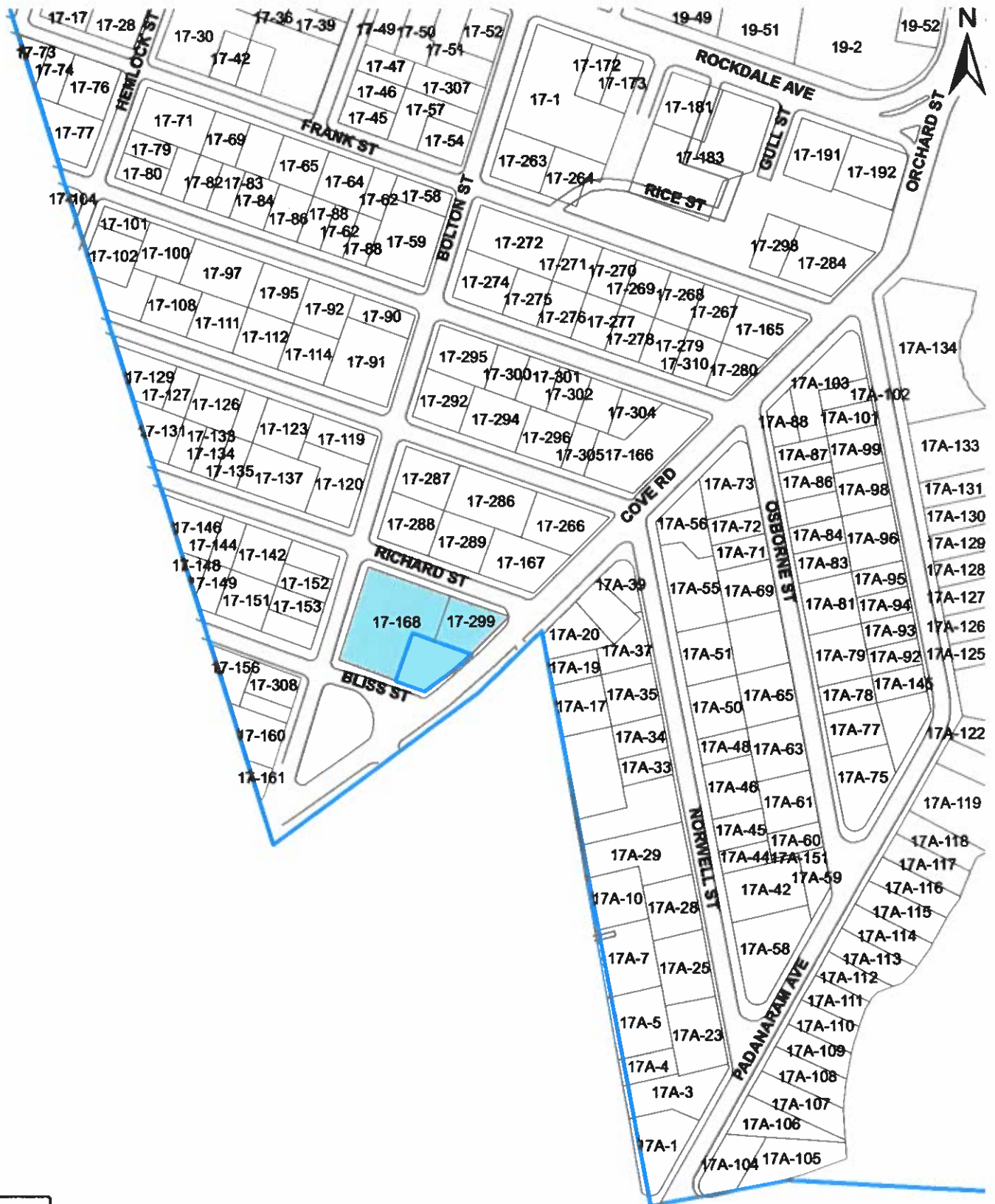
Dear Applicant,

Please find below the List of Abutters within 300 feet of the property known as 1615 Cove Road (Map: 17, Lot:257). 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
17-168	145 BLISS ST	JAMINAC CORPORATION, P O BOX 387 WEST BRIDGEWATER, MA 02379
17-299	1593 COVE RD	MELLO RONALD, MELLO CAROL 13 GIFFORD AVE NO. DARTMOUTH, MA 02747
17-257	1615 COVE RD	CLARI REALTY LLC 582 DARTMOUTH STREET DARTMOUTH, MA 02748





## Legend

 17-257

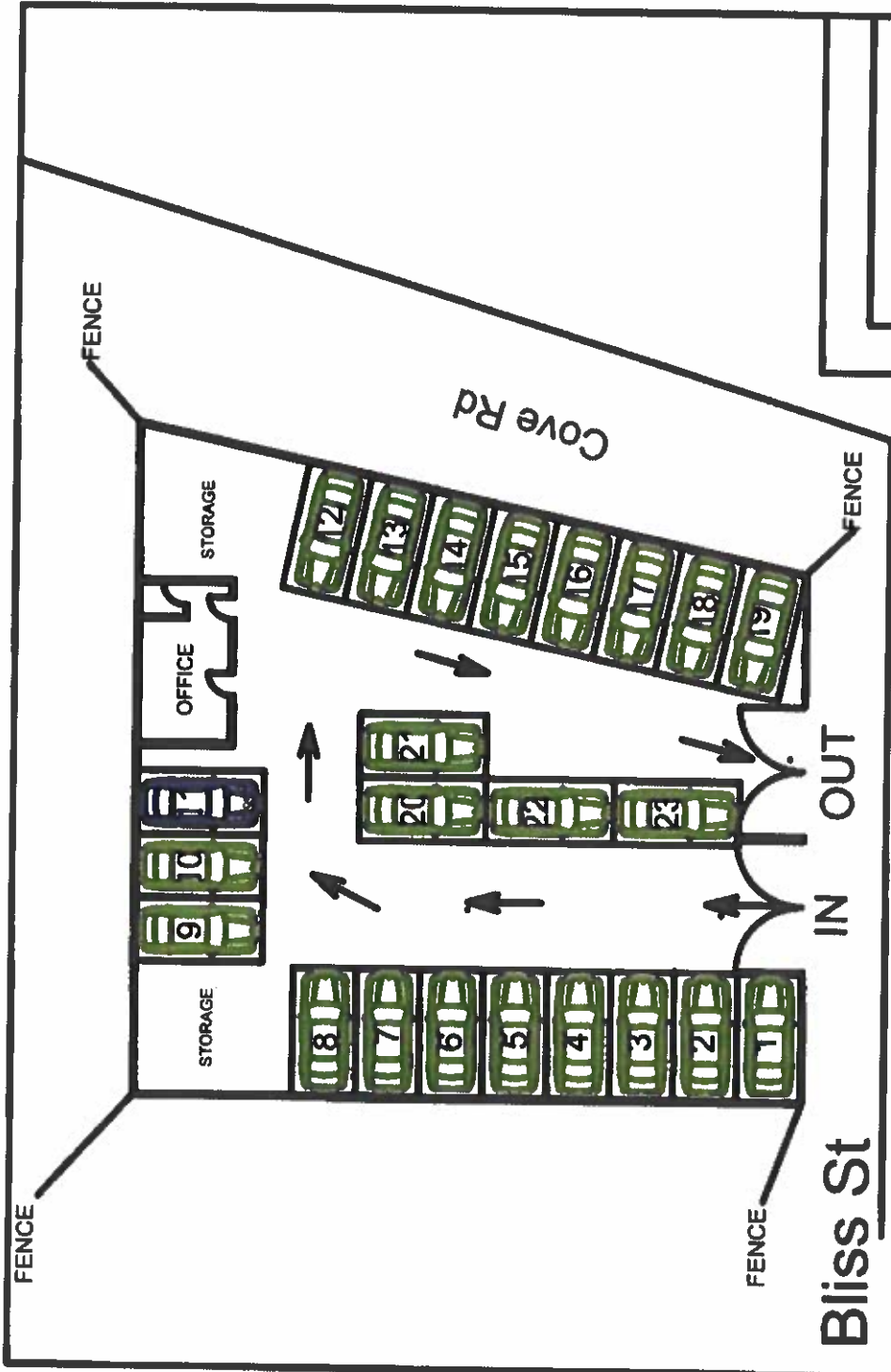
0 55 110 220 330 440 Feet

City of New Bedford, Massachusetts  
Department of City Planning

Parcel within 300FT



November 2020



CAR LAYOUT DRAWING

SCALE: 1/100

# SALCO AUTO SALES LLC

1615 Cove Rd New Bedford MA 02740





2016 00025008

Bk: 11855 Pg: 156 Pg: 1 of 2 BS  
Doc: DEED 10/14/2016 01:03 PM

*Return to:*  
*Toni Shalhoub*  
*582 Dartmouth St*  
*Dartmouth, MA 02748*

MASSACHUSETTS EXCISE TAX  
Bristol ROD South 001  
Date: 10/14/2016 01:03 PM  
Ctrl# 02047250589 Doc# 00025008  
Fee: \$191.02 Cons: \$42,000.00

### QUITCLAIM DEED

JMF Auto Sales, Inc., a Massachusetts corporation of 1615 Cove Road, New Bedford, Massachusetts, for consideration paid and in full consideration of Forty Two Thousand Dollars (\$42,000), grants to Clari Realty, LLC, a Massachusetts limited liability company having a usual place of business at 1615 Cove Road, New Bedford, Massachusetts, 02740, with quitclaim covenants, the land with any buildings thereon situated in New Bedford, Bristol County, Commonwealth of Massachusetts, bounded and described as follows:

**BEGINNING** at the point of intersection of the NORTHWESTERLY line of Cove Road with the NORTHEASTERLY line of Bliss Street;

Thence NORTHWESTERLY in said NORTHEASTERLY line of Bliss Street 49.14 feet;

Thence NORTHEASTERLY by Lot 2 on plan hereinafter described 80 feet;

Thence SOUTHEASTERLY by Lots 6 and 7 on said plan 98.28 feet; and

Thence SOUTHWESTERLY by said NORTHWESTERLY line of Cove Road by two lines measuring together 94.08 feet to the point of beginning.

Containing 22.14 square rods, more or less.

Being Lot 3 of Plan of Land owned by Aloysius Westhy and Daniel Baker dated April 28, 1926 drawn by Frank M. Metcalf, C.E. and recorded with the Bristol County (S.D.) Registry of Deeds in Plan Book 36, Page 2.

Being the same premises conveyed to this Grantor by deed of Liberio DeMelo, Trustee dated January 14, 2015 and recorded in the said Registry at Book 11274, Page 218.

Property Address: 1615 Cove Road, New Bedford, MA 02740

WITNESS the execution under seal as of the 14<sup>th</sup> day of October, 2016.

JMF Auto Sales, Inc.

By:

Joaquim M. Fidalgo  
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

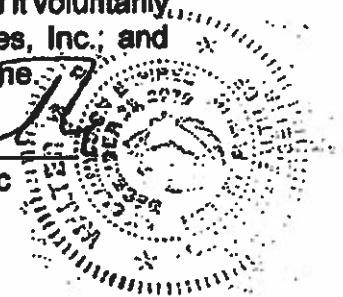
On this 14<sup>th</sup> day of October, 2016, before me, the undersigned Notary Public, personally appeared Joaquim M. Fidalgo, President and Treasurer of JMF Auto Sales, Inc., proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed above, and acknowledged to me that he signed it voluntarily for its stated purpose, and as President and Treasurer of JMF Auto Sales, Inc.; and acknowledged the foregoing instrument to be his free act and deed before me.

Walter R. Smith

Notary Public

My Commission Expires: December 25, 2020

SEAL



## PURCHASE AND SALE AGREEMENT

### 1. Parties & Mailing Addresses

This purchase and sales agreement (hereinafter "Agreement"), made this 27<sup>th</sup> day of October, 2020 between seller, **Carli Realty LLC**, a Massachusetts limited liability company having a usual place of business at 1615 Cove Road, New Bedford, Bristol County, Massachusetts (hereinafter "SELLER"); and buyer, **Salco Auto Sales LLC, Claudia Faia as managing member**, of 37 Weymouth Avenue, West Roxbury, Massachusetts (hereinafter "BUYER").

### 2. Description

Subject to the terms and conditions hereinafter set forth, the SELLER agrees to sell and the BUYER agrees to buy the following bounded and described premises (hereinafter "the Property"):

**Known as 1615 Cove Road, New Bedford, Massachusetts 02740, a parcel classified for assessment purposes as AUTO S&S with a(n) General Office style building and containing approximately 0.138 acres of land, and as more particularly described in a deed dated October 14, 2016 and recorded with the Bristol County Registry of Deeds at Book 11855 Page 156.**

### 3. Buildings, Structures, Improvements, Fixtures

Included in the sale as part of the Property are all buildings, structures, improvements and fixtures located in or on the Property belonging to the SELLER and used in connection therewith including, IF ANY, all furnaces and fixtures appurtenant thereto; hot water heaters; mantels, electric and other lighting fixtures; screens, screen doors, storm or other detached windows and doors; shutters, awnings, bathroom fixtures; if any wall to wall carpeting; plumbing fixtures; fences; gates; trees, shrubs; plants; dishwasher, kitchen stove.

### 4. Purchase Price

The agreed purchase price for the Property is **Seventy Five Thousand and 00/100 Dollars**

<b>\$75,000.00</b>	dollars, of which
<b>\$ 5,000.00</b>	has been paid as a deposit on this day and
<b>\$30,000.00</b>	to be paid at the time of delivery of the deed in cash, or by
	certified, cashier's, treasurer's or bank check(s).
<b><u>\$40,000.00</u></b>	seller financing
<b>\$75,000.00</b>	Total

### 5. Plans

If said deed refers to a plan necessary to be recorded therewith, the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

### 6. Title Deed

The Property is to be conveyed by a good and sufficient quitclaim deed of the SELLER which shall be a deed of equal character and covenants as held by the SELLER, conveying a good, clear record and marketable title to the same, free from all encumbrances, except:

Initials: T.S. C.F.  
 SELLER SELLER BUYER BUYER BANK

- a. provisions of existing building and zoning laws;
- b. usual public utilities servicing the premises, if any;
- c. taxes for the current year not due and payable on the date of delivery of the deed;
- d. any liens for municipal assessment and/or orders for which assessments may be made after the date of this Agreement;

#### **7. Closing, Delivery of Deed, and Other Obligations**

The closing shall be held on October 30, 2020 at 11:00 a.m. at the office of Joseph L. Grimaldi. **It is mutually agreed that time is of the essence in this Agreement.**

At the closing, the SELLER shall deliver to the BUYER, free and clear of all encumbrances, a deed and any and all other documents necessary to effectuate this transaction.

BUYER is to assume all real estate tax liability in relation to the purchase of the Property from tax year 2020 going forward.

#### **8. Use of Purchase Money to Clear Title, Etc.**

To enable the SELLER to make conveyance as herein provided, the SELLER shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, with all instruments so procured to be recorded simultaneously with the delivery of the deed. The SELLER shall give written notice of efforts to remove any defects in title to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of 30 days.

#### **9. Failure to Clear Title, Etc.**

If at the expiration of the extended time, the SELLER shall have failed to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or of at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

#### **10. Acceptance of Deed**

The acceptance and recording of the deed by the BUYER, or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of the deed.

#### **11. Possession**

Possession of the Property, free of all tenants and occupants, is to be delivered to the BUYER at the time of the delivery of the deed. The Property is to be delivered to the BUYER in "broom clean" condition and in the same condition in which they now are, reasonable use and wear of the buildings thereon excepted. The BUYER or his representative shall be entitled to personally

Initials: TS TS C.F.                        
 SELLER SELLER BUYER BUYER BANK

inspect the Property prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

### **12. Casualty Loss**

SELLER shall keep the Property insured against fire and casualty loss in the aggregate amount of SELLER'S present policy. In case of any damage to the premises by fire or other casualty after the signing and delivery of this Agreement by all parties hereto, and unless the Property shall previously have been restored to its former condition by the SELLER, the BUYER may at his option either cancel this Agreement and recover all sums paid hereunder or require as part of this Agreement that the SELLER pays over or assigns, on delivery of the deed, all sums recovered or recoverable on any and all insurance covering such damage.

### **13. Adjustments**

Fuel, rents, security and rent deposits and any interest due thereon, water rates and taxes for the current fiscal year, and any other municipal assessments shall be apportioned as of the day of the delivery of the deed. If the amount of said taxes is not known at the time of delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the fiscal year with a reapportionment between the BUYER and SELLER as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive the delivery of the deed.

### **14. Deposits**

All deposits made hereunder, if any, shall be held in escrow by Attorney Kevin Medeiros in a non-interest bearing account and shall be duly accounted for at the time for performance of this Agreement. In the event of a dispute between SELLER and BUYER as to any or all of the provisions of this Agreement or the performance thereof; and if Attorney Kevin Medeiros is holding the deposits in escrow, then the SELLER and BUYER hereby agree that Attorney Kevin Medeiros shall retain all deposits hereunder in his escrow account, unless some other agreement is reached in writing between the parties or until the dispute is resolved either by a court judgment or by binding settlement between the parties.

### **15. Default of Buyer**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all monies previously paid by BUYER hereunder shall be forfeited by the BUYER and retained by the SELLER, which shall become SELLER'S sole and exclusive remedy at law and in equity.

### **16. Mortgage Contingency**

Seller Financing in the amount of \$40,000.00 at rate of 5% interest amortized over 12 months. Minimum monthly payment in the amount of \$3,424.30 ( See attached amortization schedule). Any additional principal payments made during the initial 12 months shall reduce the lump sum payment by that amount.

### **17. Broker as Party to Agreement/Broker's Fee/Broker License**

The parties hereto agree that they have not engaged the services of a broker regarding the purchase or sale of the said real estate covered by this Agreement. The parties also agree to

Initials: T.S. C.F.  
 SELLER SELLER BUYER BUYER BANK

indemnify each other in the event a claim is brought by a broker for a commission.

### **18. Warranties & Representations**

The BUYER acknowledges that:

- a. information was supplied by the SELLER and has not been checked for accuracy by the BUYER;
- b. public information was subject to BUYER'S verification;
- c. each item was subject to direct inquiry by the BUYER and the BUYER has been so advised;
- d. the SELLER makes no representations regarding the condition of the premises, structure(s) thereon or the mechanical components thereof;
- e. BUYER is to assume all real estate tax liabilities relating to the purchase of this property;
- f. the BUYER has not been influenced to enter into this Agreement nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, EXCEPT for the following additional warranties or representations, if any, made by the SELLER, if any (if none, answer "None". If any are listed, indicate by whom the warranty or representation was made):

None

### **19. Agreement Construction**

This instrument, executed in multiple counterparts, is to be construed under the laws of Massachusetts; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is binding upon and insures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors, and assigns, and may be canceled, modified, or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYERS, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

### **20. Notices**

Any notice required to be given in this Agreement shall be in writing and shall be deemed to be duly given when delivered to the party entitled to such notice at their address set forth herein.

### **21. Legal Counsel**

BUYER and SELLER acknowledge that they have each been advised of the importance of seeking legal advice prior to signing this Agreement, and each acknowledges that they have been afforded the opportunity to confer with legal counsel of their choice prior to signing this Agreement.

### **22. Agency Disclosure**

The SELLER and BUYERS hereby acknowledge that they have been provided with the agency disclosure(s) form(s) and explanations as required by law.

### **23. Condition of the Property**

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 SELLER SELLER BUYER BUYER BANK



The Property is being sold in an "As Is" condition.

SELLER hereby expressly disclaims any warranties of any nature, express or implied or otherwise, except as expressly set forth herein, including without limitation, anything related to the presence of "oil", "hazardous materials" or "hazardous wastes" as those terms are defined in Massachusetts General Laws Chapter 21E ("Chapter 21E"), as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP") (collectively, "Hazardous Materials"), and as further defined in all other applicable state and federal laws regarding Hazardous Materials on, in, at, over, under, from, through or associated with the Property. BUYER acknowledges that SELLER is selling and that BUYER shall accept the Property in an "as is" condition and with "all faults" as of the Closing Date, without any warranty or representation by SELLER, its agents or representatives whatsoever relating to the Property. BUYER further acknowledges and confirms that BUYER is not relying on any representation or inducement which was or may have been made or implied by SELLER or any other party acting on behalf of SELLER with respect to the Property, including, without limitation, the fitness of the Property for any proposed use, the suitability of the Property for any particular purpose, or the ability of the BUYER to obtain any necessary permits or approvals.

Further, BUYER hereby acknowledges that the Property contains Hazardous Materials that BUYER must remove/abate from the Property under the supervision of the Massachusetts Department of Environmental Protection. A Phase I report has been prepared and reviewed by BUYER which sets forth the evaluation of the current condition of the soil, ground, water, and soil vapor which exists upon the Property (a copy of said report is attached hereto as Exhibit "A").

#### **24. Release**

The BUYER agrees not to sue or commence action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against the SELLER arising out of the condition of the Property at Closing, including, but not limited to, the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property or on any other property not owned by SELLER because of migration of such Hazardous Materials from the Property.

#### **25. Addendums**

Attached hereto are the following addendum(s) which are incorporated herein and made a part of this Agreement:

None

Initials:

T.S. C.F.  
SELLER SELLER BUYER BUYER BANK


This is a legal document that creates binding obligations.

**Salco Auto Sales LLC**

  
BUYER, Claudia Faia, Manager

10/27/20  
Date

**Clari Realty LLC**

  
SELLER, Toni A. Shalhoub,  
Manager

10/27/20  
Date

Initials: T-S C.F.  
SELLER SELLER BUYER BUYER BANK

## 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 C 111, S 150A

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: Open a Used Car Lot Est. Cost \_\_\_\_\_

Address of Work: 1615 COVE ROAD

Owner Name: \_\_\_\_\_ 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 ☒ CITY COUNCIL - SPECIAL PERMIT

Fee \_\_\_\_\_

Reason For Rejection:

"See Attachments"

Permit #

B-20-2819

Comments and Conditions:

Signed: [Signature]

Date: 11/10 2020

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**

**1615 Cove Road – PLOT: 17 – LOT: 257 – ZONED DISTRICT: MUB**  
**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 - #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)

APPENDIX A - TABLE OF PRINCIPAL USE REGULATIONS

DISTRICTS

Principal Use	Districts										
	RA	RB	RC	RAA	MUB	PB	IA	IB	IC	WI	KHTOD
A. Residential											
1. Single-family dwelling	Y	Y	Y	Y	Y	N	N	N	N	N	N
2. Two-family dwelling	N	Y	Y	N	Y	N	N	N	N	N	N
3. Multi-family townhouse (3 stories)	N	N	Y	N	Y	N	N	N	N	N	Y
4. Multi-family garden style (4 stories)	N	N	N	N	N	N	N	N	N	N	Y
5. Multi-family mixed use (6 stories)	N	N	N	N	PB	PB	N	N	N	N	Y
6. Multi-family mid-rise (12 stories)	N	N	N	N	N	N	N	N	N	N	PB



<b>C. Commercial</b>	RA	RB	RC	RAA	<b>MUB</b>	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

12. Retail stores and services not elsewhere set forth	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y
13. Grocery stores	N	N	N	N	N	N	N	N	Y	Y	BA	BA	BA	N	N	Y	Y
14. Big Box Retail (60,000 Sq. ft. or greater)	N	N	N	N	N	N	N	N	BA	BA	N	N	N	N	N	Y	Y
15. Health clubs	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	N	Y	Y
16. Mixed use	N	N	N	N	N	N	N	N	Y	Y	N	N	N	N	N	Y	Y
17. Live /work	N	N	N	N	N	N	N	N	BA	BA	N	N	N	N	N	Y	Y
18. Motor vehicle sales and rental	N	N	N	N	N	N	N	N	CC	CC	CC	CC	CC	N	N	N	N
19. Motor vehicle general repairs	N	N	N	N	N	N	N	N	CC	CC	N	CC	CC	N	Y	N	N
20. Motor Vehicle body repairs	N	N	N	N	N	N	N	N	N	N	N	CC	CC	N	N	N	N
21. Motor vehicle light service	N	N	N	N	N	N	N	N	CC	CC	CC	CC	CC	N	CC	N	N
22. Restaurant	N	N	N	N	N	N	N	N	Y	Y	Y	N	SP	Y	Y	Y	Y
23. Restaurant, fast-food	N	N	N	N	N	N	N	N	BA	BA	BA	BA	N	N	BA	BA	BA

**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.



**Location:** 1615 COVE RD**Parcel ID:** 17 257**Zoning:** MUB**Fiscal Year:** 2020**Current Sales Information:****Sale Date:**

10/14/2016

**Sale Price:**

\$42,000.00

**Legal Reference:**

11855-156

**Grantor:**

JMF AUTO SALES INC,

Card No. 1 of 1

**Current Owner Information:**

CLARI REALTY LLC

582 DARTMOUTH STREET

DARTMOUTH , MA 02748

This Parcel contains 0.1383 acres of land mainly classified for assessment purposes as AUTO S&S with a(n) General Office style building, built about 1928, having Conc Blk exterior, Asphalt Shingles roof cover and 297 Square Feet, with 1 unit(s), total room(s), total bedroom(s) total bath(s), 0 3/4 baths, and 1 total half bath(s).

**Building Value:**

19900

**Land Value:**

94100

**Yard Items Value:**

7000

**Total Value:**

121000

**Fiscal Year 2020**

Tax Rate Res.: 16.16

Tax Rate Com.: 33.59

Property Code: 330

Total Bldg Value: 19900

Total Yard Value: 7000

Total Land Value: 94100

**Total Value:** 121000**Tax:** \$4,064.39**Fiscal Year 2019**

Tax Rate Res.: 16.47

Tax Rate Com.: 34.84

Property Code: 330

Total Bldg Value: 19800

Total Yard Value: 7000

Total Land Value: 94100

**Total Value:** 120900**Tax:** \$4,212.16**Fiscal Year 2018**

Tax Rate Res.: 16.63

Tax Rate Com.: 35.65

Property Code: 330

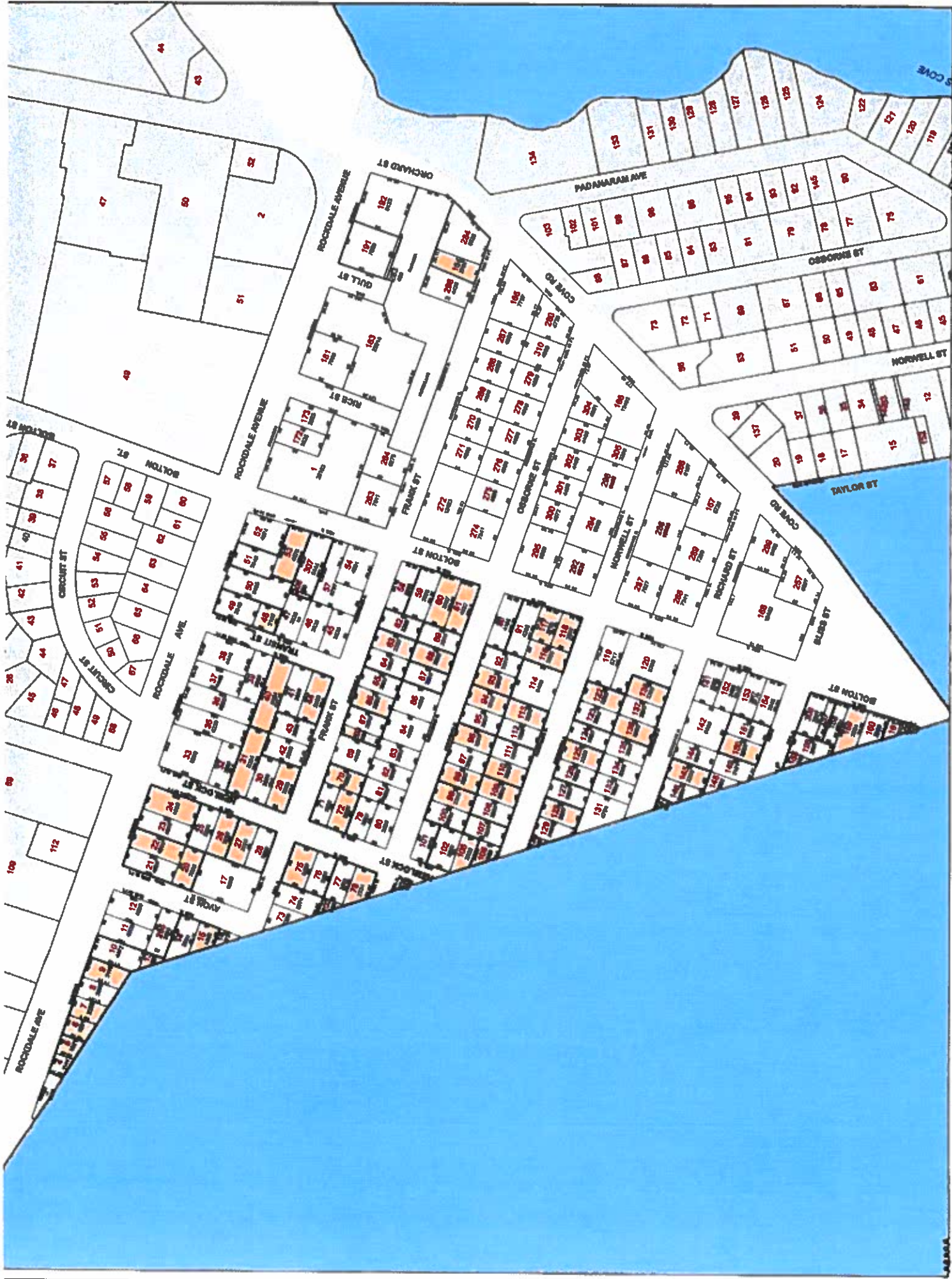
Total Bldg Value: 19000

Total Yard Value: 7000

Total Land Value: 94100

**Total Value:** 120100**Tax:** \$4,281.57

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: 017

Page Year 2000

This aerial map is to be used for planning and engineering purposes only.

Legend:

- Water Bodies
- Town Boundary
- Engineering Lot Number
- Lot Area

Scale: 1 inch = 50 feet

0 20 40 60 Feet

ALABAMA

Submitted  
Planned Subdivision  
Combined Parcels  
Master Parcel Listing in Ascending US

City of New Bedford  
City of New Bedford  
Department of  
Management Information Systems  
January 2000

RES. L  
160.16

168  
19462

80.01

299  
6465

100

88.74

98.28 61.63

27.13  
BUS.

COVER RD

8

257  
6027

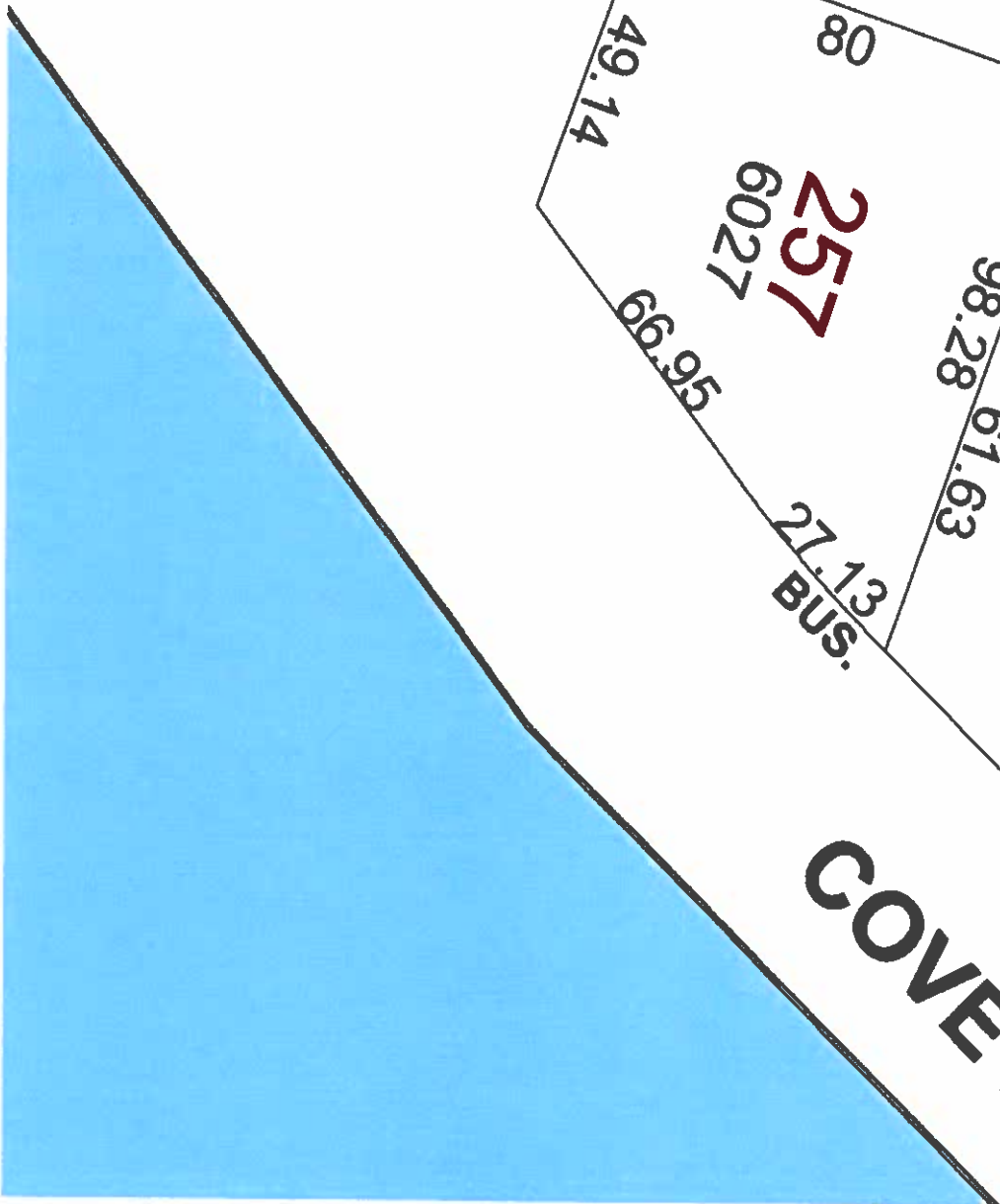
66.95

49.14

BUS.

100

BLISS ST













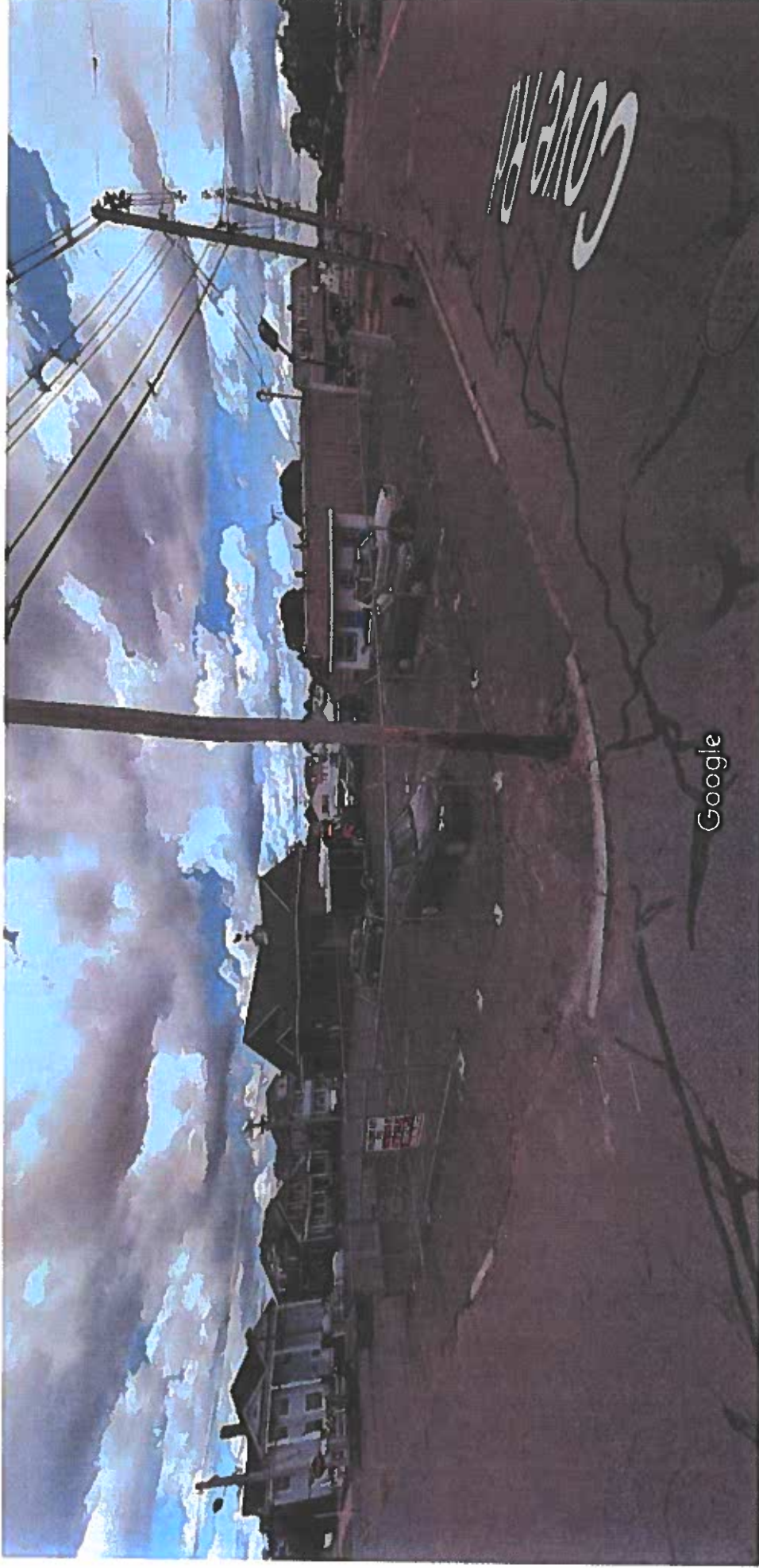


Image capture: Aug 2017 © 2020 Google

Dartmouth, Massachusetts



Street View

DISTRICT

ckdale Av.



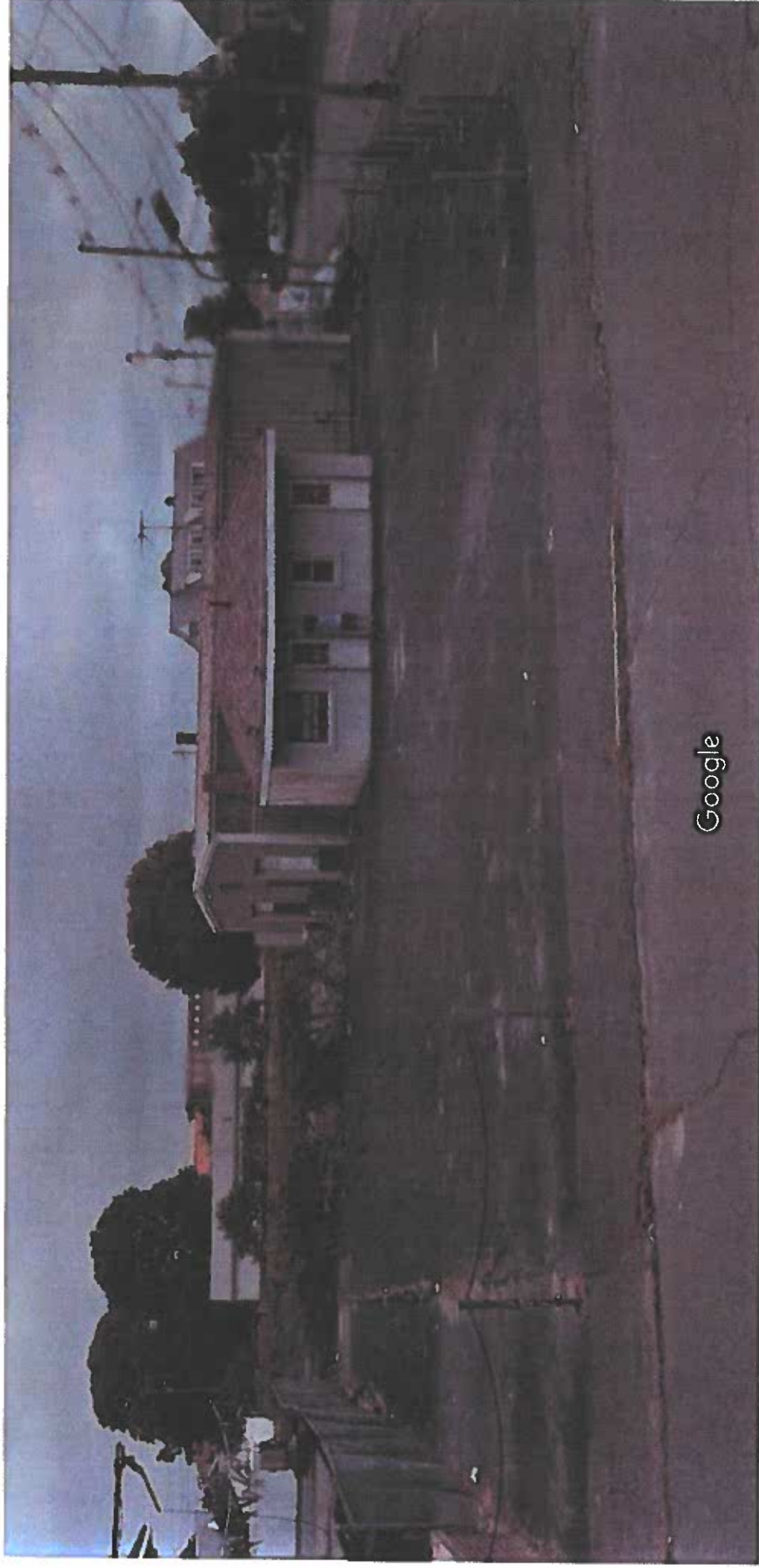


Image capture: Sep 2012 © 2020 Google

New Bedford, Massachusetts



Street View

DISTRICT

ckdale Av...

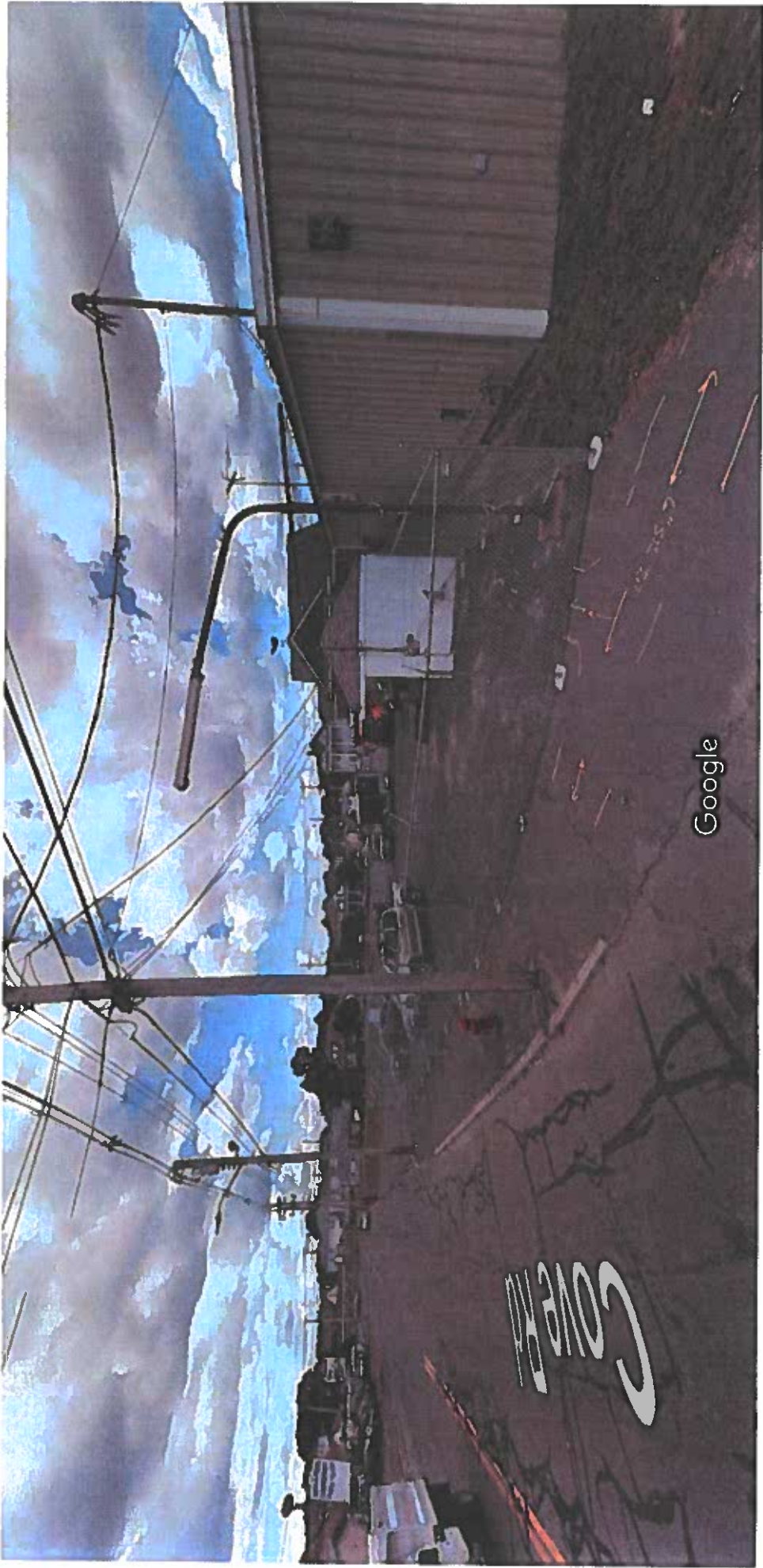


Image capture: Aug 2017 © 2020 Google

Dartmouth, Massachusetts



Street View

DISTRICT

Cove Rd



# National Flood Hazard Layer FIRMette



70°56'20"W 41°36'52"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

## Legend

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

**SPECIAL FLOOD HAZARD AREAS**

Without Base Flood Elevation (BFE)  
Zone A, V, AE  
With BFE or Depth Zone AE, AR, AH, VE, AR  
Regulatory Floodway

**OTHER AREAS OF FLOOD HAZARD**

0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X  
Future Conditions 1% Annual Chance Flood Hazard Zone X  
Area with Reduced Flood Risk due to Levees, See Notes, Zone X  
Area with Flood Risk due to Levees Zone X

**OTHER AREAS**

NO SCREEN Area of Minimal Flood Hazard Zone X  
Effective LOWRAs  
Area of Undetermined Flood Hazard Zone X

**GENERAL STRUCTURES**

Channel, Culvert, or Storm Sewer  
Levee, Dike, or Floodwall

**OTHER FEATURES**

Cross Sections with 1% Annual Chance Water Surface Elevation  
Coastal Transect  
Base Flood Elevation Line (BFE)  
Limit of Study  
Jurisdiction Boundary  
Coastal Transect Baseline  
Profile Baseline  
Hydrographic Feature

**MAP PANELS**

Digital Data Available  
No Digital Data Available  
Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/22/2020 at 4:58 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is valid if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodeled areas cannot be used for regulatory purposes.



**PHASE I  
INITIAL SITE INVESTIGATION  
& TIER CLASSIFICATION**

**1615 Cove Road  
New Bedford, Massachusetts**

**DEP RTN 4-1119**

*Submitted to:*

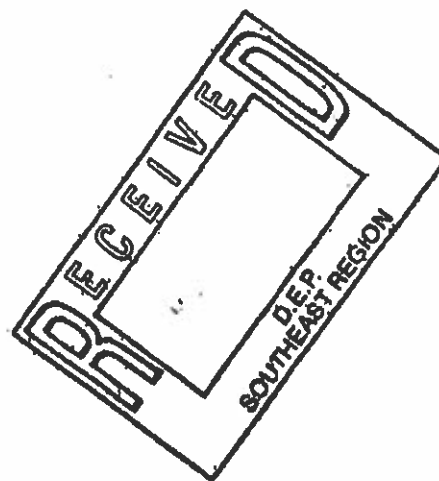
**Bureau of Waste Site Cleanup  
Massachusetts Department of Environmental Protection  
Southeast Regional Office  
20 Riverside Drive  
Lakeville, MA 02347**

*Prepared for:*

**Liberio Demelo  
1615 Cove Road Realty Trust  
70 Sharp Street  
Dartmouth, MA 02747**

*Prepared by:*

**Southcoast Environmental  
206 Palmer Street  
Somerset, MA 02726**



**Project #: 1009**

**May 5, 2008**

**SOUTHCOAST  
ENVIRONMENTAL INC.**



May 5, 2008

Bureau of Waste Site Cleanup  
Massachusetts Department of Environmental Protection  
Southeast Regional Office  
20 Riverside Drive  
Lakeville, MA 02347

**RE: Phase I Initial Site Investigation and Tier Classification**  
**1615 Cove Road**  
**New Bedford, Massachusetts**  
**RTN 4-1119**

Dear Sir or Madam:

Southcoast Environmental has prepared the enclosed Phase I Initial Site Investigation and Tier Classification for the above referenced property (Property), in accordance with the Massachusetts Contingency Plan (MCP, 310 CMR 40.0000).

Based upon the information obtained during the course of this investigation, Southcoast Environmental has concluded that the site shall be classified as Tier 2. Letters of Notice have been sent to both the municipal Selectman's Office and Board of Health in accordance with public notice requirements of the MCP and a Public Notice has been forwarded to the Taunton Daily Gazette for insertion in their Legal Notices section.

Feel free to call with any questions or comments regarding this correspondence. It is a pleasure to provide our professional environmental consulting and analytical services.

Sincerely,  
**SOUTHCOAST ENVIRONMENTAL**

Nathaniel L. Finsness  
Licensed Site Professional (MA #5156)

Enc.: Phase I Report

C: Liberio Demelo



# TABLE OF CONTENTS

<b>1.00</b>	<b>INTRODUCTION</b>	<b>1</b>
1.10	BACKGROUND	1
1.20	PURPOSE AND SCOPE OF WORK	1
<b>2.00</b>	<b>GENERAL DISPOSAL SITE INFORMATION</b>	<b>2</b>
2.10	POTENTIALLY RESPONSIBLE PARTY	2
2.20	PROPERTY DESCRIPTION	2
2.30	PROPERTY HISTORY	3
2.40	HYDROGEOLOGICAL CHARACTERISTICS	3
2.41	<i>MADEP Soil and Groundwater Categories</i>	3
2.50	DOCUMENTED SITE RELEASE HISTORY	4
2.60	MANAGEMENT OF REMEDIAL WASTES	4
2.70	OIL AND/OR HAZARDOUS MATERIAL USE AND STORAGE HISTORY	4
2.80	ENVIRONMENTAL PERMITS AND COMPLIANCE HISTORY	4
2.90	PREVIOUS SUBSURFACE INVESTIGATIONS	5
<b>3.00</b>	<b>SUBSURFACE INVESTIGATIONS</b>	<b>5</b>
3.10	SOIL BORINGS / SOIL SCREENING	6
3.20	LABORATORY RESULTS	7
3.21	<i>Soil</i>	7
3.22	<i>Groundwater</i>	9
3.30	NATURE AND EXTENT OF IMPACT	12
3.40	MIGRATION PATHWAYS AND EXPOSURE POTENTIAL	12
<b>4.00</b>	<b>RESPONSE ACTIONS</b>	<b>13</b>
4.10	RECOMMENDED ACTIONS	13
<b>5.00</b>	<b>TIER CLASSIFICATION</b>	<b>13</b>
<b>6.00</b>	<b>SUMMARY OF FINDINGS &amp; CONCLUSIONS</b>	<b>14</b>
6.10	SUMMARY OF FINDINGS	14
6.20	CONCLUSIONS	15
<b>7.00</b>	<b>LIMITATIONS</b>	<b>16</b>

<b>APPENDIX A</b>	<b>Figures</b>
<b>APPENDIX B</b>	<b>MADEP Forms and Municipal Letter Copies</b>
<b>APPENDIX C</b>	<b>Soil Disposal &amp; UST Closure Documentation</b>
<b>APPENDIX D</b>	<b>Laboratory Reports</b>
<b>APPENDIX E</b>	<b>NRS Scoresheet</b>

## **1.00 INTRODUCTION**

Southcoast Environmental was retained by Mr. Liberio Demelo, owner of the subject property, to conduct a Phase I Initial Site Investigation at 1615 Cove Road in New Bedford, Massachusetts (the Property). This investigation was performed to comply with the Massachusetts Department of Environmental Protection (MADEP) requirements.

This assessment was conducted with consideration to the Massachusetts Contingency Plan (MCP), 310 CMR 40.0000. A Phase I Completion Statement and Tier Classification Form are included in Appendix B.

### **1.10 Background**

The Property is currently unoccupied, with one small slab-on-grade building. Based on information obtained through this assessment, the Property operated as a gasoline and diesel dispensing station from 1971 through 1991. Getty was listed with the Fire Department as the occupant at that time. All gasoline USTs were removed from the Property in 1991 and remaining diesel and kerosene USTs were removed in 1998.

The current owner took ownership of the Property in 1999 based on information on file with the MADEP. The following documents have been received from the MADEP by the current Property owner:

- Notice of Noncompliance dated September 27, 2006;
- Notice of Enforcement Conference dated September 27, 2007.

Notices from the MADEP have required completion/submittal of either a Response Action Outcome (RAO) report or Phase I Initial Site Investigation Report with Tier Classification. This report and associated MADEP Transmittal Forms were completed to achieve compliance with applicable MADEP requirements.

### **1.20 Purpose and Scope of Work**

The purpose of completing this Phase I Initial Site Investigation was to evaluate the presence of, and/or the potential for a release of, oil or hazardous materials (OHM) to the soil and groundwater at the Property. This study was conducted with consideration to the requirements of the MCP (310 CMR 40.0000).

Southcoast Environmental Inc. performed the following tasks in order to accomplish this investigation.



- 1) Property history was reviewed and the owner was interviewed regarding historical use and activities at the Property;
- 2) Municipal agencies were contacted to determine past ownership and use, and environmental issues as they relate to this Investigation of the Property;
- 3) A physical inspection of the property was conducted, and a surficial inspection of neighboring properties was conducted by Southcoast Environmental personnel;
- 4) Soil borings were advanced on the Property and selected borings were completed as groundwater monitoring wells. Soil and groundwater samples were analyzed by a state-certified laboratory for petroleum compounds.

## **2.00 GENERAL DISPOSAL SITE INFORMATION**

### **2.10 Potentially Responsible Party**

The current owner of the Property is submitting this report and shall be considered a Potentially Responsible Party:

Liberio Demelo  
70 Sharp Street  
Dartmouth, MA 02740  
(508) 726-4438

### **2.20 Property Description**

The Property consists of 0.138 acre of land located on the northwest of Cove Road in the south end of New Bedford Massachusetts. Currently there is one building occupying the Property, utilized as office space. The office is located in the northeast corner of the Property, with a footprint of approximately 270 square feet. The structure is built of concrete block on slab and heated using natural gas.

Figure 1 presents the Property location on the United States Geological Survey (USGS) topographic map, New Bedford South Quadrangle, an Assessor's Map is included as Figure 2 and a Site Plan as Figure 3.

The Property is generally flat, with a slight slope to the southeast, at an elevation of approximately 0 feet National Geodetic Vertical Datum (NGVD). Information provided indicates the Property longitude and latitude are approximately 70.93362° west and 41.61062° north, respectively. Universal Transverse Mercator (UTM) coordinates are approximately 4,608,355 meters north by 338,899 meters east. (source: USGS Topographic Map, New Bedford South Quadrangle).

The estimated residential population within one-half mile of the Property is approximately 7,840 persons. No schools or institutions are located within 500 feet.

### 2.30 Property History

The Property is currently vacant, but was used as a used car lot from approximately 2000 through 2007. Site plans from 1927 and 1930 were on file with the Fire Department, and showed a "proposed filling station" at the Property, with a building in similar location to current; no UST locations were shown. A Getty gasoline station operated at the Property from approximately 1971 through 1991. The gasoline USTs were removed in 1991 and the two remaining USTs were removed in 1998; no USTs remain at the Property according to sources cited.

### 2.40 Hydrogeological Characteristics

Surface water bodies located near the Property include Clark's Cove, located approximately 850 feet to the southeast; Clark's Cove is a tidal marine water body, connected to the Acushnet River.

A wellhead elevation survey and groundwater depth gauging was performed in February 7, 2008. Groundwater flow was determined to flow toward the southeast at the Property. Groundwater was measured at 8.2 feet to 9.05 feet below ground surface (BGS).

According to the Bureau of Waste Site Cleanup Priority Resource Maps published by the MADEP, the Property is not located in a current or potential drinking water source area. No wetlands are located within 500 feet and no private wells are located within 500 feet based on municipal records. A copy of the MADEP GIS Map is included as Figure 4.

The entire Property is surfaced with asphalt with the exception of the building footprint. Soil encountered during the subsurface investigation consisted of:

- 0-8' - Brown medium-coarse grain sand with little gravel
- 8-9' - Groundwater encountered
- 8-15' - fine to medium grain sand with little silt and little gravel
- Depth to bedrock was not determined through the scope of this investigation

### 2.41 MADEP Soil and Groundwater Categories

For the purpose of MADEP reporting, the following categories apply to soil and groundwater at the Site:

- Soil shall be classified as RCS-1 since residential properties are located within 500 feet of the Property;

- Groundwater will be classified as RCGW-2 since the Property is not located within a Current or Potential Drinking Water Source Area.

## 2.50 Documented Site Release History

A release of gasoline was identified on the Property in 1991 during UST closure according to MADEP records. The issue was reported to the MADEP on October 15, 1991 and Release Tracking Number (RTN) 4-1119 was assigned to the Property.

## 2.60 Management of Remedial Wastes

X Approximately 225 cubic yards of impacted soil was stockpiled during UST removal actions in September 1991. This soil was removed by Getty Petroleum Corp on or about X August 1, 1995 and transported to Bardon Trimount in Stoughton, MA for recycling, according to a *Release and Indemnification Agreement* (See Appendix C). However, a Bill of Lading was not available through files reviewed and sources cited.

## 2.70 Oil and/or Hazardous Material Use and Storage History

According to information made available during assessments completed by Southcoast Environmental and others, the historic use and storage of hazardous materials at the Property is as follows:

1927	Plan were filed with the Fire Department for a "Proposed Filling Station".
1939	10,000-gallons fuel oil approved underground.
1971	Three 4,000-gallon gasoline USTs installed. Removed in 1991. One 3,000-gallon gasoline UST existed, which was removed in 1991. One 1,000-gallon kerosene UST existed, which was removed in 1991.
1998	One 10,000-gallon (also listed as 8,500-gallon) fuel oil UST removed. One 5,000-gallon fuel oil UST removed.

Based on information reviewed, no underground fuel storage remains at the Property. UST disposal receipts are attached in Appendix C. Soil disposal documentation was not available, but according to a *Release and Indemnification Agreement* dated August 1, 1995 (See Appendix C), this soil was removed by Getty Petroleum Corp. for recycling at Bardon Trimount in Stoughton, MA.

## 2.80 Environmental Permits and Compliance History

According to information researched through this investigation and interviews with the operator of the subject property, none of the following permits are listed for the Property:

- a. Wastewater discharge permits;
- b. Groundwater discharge permits;
- c. Air quality discharge permits;
- d. Wetlands alteration permits;
- e. National Pollution Discharge Elimination System (NPDES) permits.

## 2.90 Previous Subsurface Investigations

A UST Closure was completed by Lincoln Environmental as summarized in their Report of Tank Removal Activities dated September 29, 1992. The following offers a summary of the Lincoln report:

- > Four 55-gallon liquid drums were characterized, containing oil and antifreeze.
- > One soil sample was collected from the floor drain in the former vehicle maintenance area to the northwest on the Property. Petroleum was detected at 54,000 ppm TPH and identified as motor oil/transmission fluid.
- > One pre-existing groundwater monitoring well located on the south of the Property was gauged revealing up to 11.64 inches of non-aqueous phase liquid (NAPL) was detected, which was identified as #2 fuel oil.
- > Five USTs were removed on September 11, 1991, as shown on the attached Site Plan. Four tanks contained gasoline (T-2, T-3 and T-4 were 4,000-gallons in volume and T-1 was 1,000-gallons. Tank T-6 was 1,000-gallons in volume and filled with sand. No holes were observed in tanks upon removal, but soils exhibited PID screening results up to 380 ppm.
- > Fuel oil impact was observed below T-2 and gasoline impact was observed below T-4.
- > Approximately 225 cubic yards of impacted soil was stockpiled on-site from the excavation area.

## 3.00 SUBSURFACE INVESTIGATIONS

Subsurface investigations were performed to evaluate soil and groundwater at the Property. Sixteen soil borings were advanced using a Geoprobe system with continuous sampling of soil to 15 feet bgs. From the sixteen soil borings, selected soil samples were analyzed for petroleum compounds and heavy metals. Groundwater was encountered approximately 8 feet bgs. Four groundwater monitoring wells were installed and sampled and analyzed to determine whether groundwater has been significantly impacted by OHM.

May 5, 2008

### 3.10 Soil Borings / Soil Screening

All soil samples collected during soil sampling activities were screened in the field for total organic vapors (TOV). A modified Jar Headspace Analytical Screening procedure, as described in the MADEP Policy Statement WSC-89-001, was used to screen the soils on the Property. At each sample depth, approximately four ounces of soil is placed in a plastic zip-lock bag, which is then labeled and logged. The bag is agitated for fifteen (15) seconds at the beginning and end of the headspace development period of 10 minutes. The samples are analyzed by inserting the probe of a photoionization detector (PID - Thermo Model 580 B) into the bag, which has been calibrated to benzene. This instrument is equipped with a 10.0 eV lamp and was able to detect the presence of an array of VOCs and measure their collective concentration in parts per million. Table 1 summarizes results of field PID screening:

Boring	Depth (ft)	Soil Type	TOV (ppm)	Soil Description
B-1	0-5	L	ND	2" asphalt, Brown M-C sand with little gravel
	5-10	H	365	Brown M-C sand with little gravel
B-2	0-5	L	ND	2" asphalt, Brown M-C sand with little gravel
	5-10	H	49	Brown M-C sand with little gravel
	10-15	H	ND	Lt Brown M-F sand with little silt
B-3	0-5	L	ND	2" asphalt, Brown M-C sand with little gravel
	5-10	H	ND	Brown M-C sand with little gravel
B-4/MW-1	0-5	L	ND	2" asphalt, Brown M-C sand with little gravel
	5-10	H	19	Brown M-C sand with little gravel
	10-15	H	ND	Lt Brown M-C sand with little silt, refusal at 14'
B-5	0-5	L	ND	2" asphalt, Brown M-C sand with little gravel
	5-10	H	ND	Brown M-C sand with little gravel
	10-15	H	10	Lt Brown M-F sand with little silt
B-6/MW-2	0-5	L	ND	2" asphalt, Brown M-C sand with little gravel
	5-10	H	102	Brown M-C sand with little gravel
	10-15	H	84	Lt Brown M-C sand with little silt
B-7/MW-3	0-5	L	ND	2" asphalt, Brown M-C sand with little gravel
	5-10	H	52	Brown M-C sand with little gravel
	10-15	H	23	Lt Brown M-C sand with little silt, refusal at 14'



May 5, 2008

TABLE 1 SOIL BORING LOG - FIELD SCREENING BORING METHOD: Gravity, DATE: January 23, 2008				
Boring #	Depth (ft)	Moisture (%)	Grain Size	Soil Description
1" ID PVC well screened to 15' - 10' schedule 40 pipe with 1/2" screen at bottom. 4-14". Aluminum reaction at depth.				
B-8	0-5	L	ND	2" asphalt. Brown M-C sand with little gravel
	5-10	H	ND	Brown M-C sand with little gravel
(Gravel content approximately 5%)				
B-9NW-4	0-5	L	ND	2" asphalt. Brown M-C sand with little gravel
	5-10	H	110	Brown M-C sand with little gravel
	10-15	H	1	Light Brown M-C sand with little silt
(Gravel content approximately 10%)				
1" ID PVC well screened to 15' - 10' schedule 40 pipe with 1/2" screen at bottom. 4-14". Aluminum reaction at depth.				
B-10	0-5	L	ND	2" asphalt. Brown M-C sand with little gravel
	5-10	H	80	Brown M-C sand with little gravel
(Gravel content approximately 10%)				
B-11	0-5	L	ND	2" asphalt. Brown M-C sand with little gravel
	5-10	H	ND	Brown M-C sand with little gravel
(Gravel content approximately 10%)				
B-12	0-5	L	ND	2" asphalt. Brown M-C sand with little gravel
	5-10	H	12	Brown M-C sand with little gravel
(Gravel content approximately 10%)				
B-13	0-5	L	ND	2" asphalt. Brown M-C sand with little gravel
	5-10	H	184	Brown M-C sand with little gravel
(Gravel content approximately 10%)				
B-14	0-5	L	ND	2" asphalt. Brown M-C sand with little gravel
	5-10	H	134	Brown M-C sand with little gravel
(Gravel content approximately 10%)				
B-15	0-5	L	ND	2" asphalt. Brown M-C sand with little gravel
	5-10	H	89	Brown M-C sand with little gravel
(Gravel content approximately 10%)				
B-16	0-5	L	ND	2" asphalt. Brown M-C sand with little gravel
	5-10	H	125	Brown M-C sand with little gravel
(Gravel content approximately 10%)				

### 3.20 Laboratory Results

#### 3.21 Soil

Based on the above-mentioned field screening results, four samples were selected to be analyzed for extractable petroleum hydrocarbons (EPH) including polycyclic aromatic

May 5, 2008

hydrocarbons (PAH) and volatile petroleum hydrocarbons (VPH) including BTEX compounds by MADEP methodology; two samples were also tested for 8-RCRA metals. The following table offers a summary of test results. Soil samples were preserved in methanol-prepared vials and forwarded to the laboratory in accordance with applicable MADEP requirements.

**Table 2**  
**Soil Analytical Summary**  
**Results in ppm**

Test Parameters	MADEP Standards					Site Test Results				
	MA 8-MTW-3	MA 8-MTW-9	MA 8-MTW-5	MA 8-MTW-4	MA RC3-1	R1/R2	R1/R3	R1/R5	R1/R6	R2/R3
	(mg/Kg)	(mg/Kg)	(mg/Kg)	(mg/Kg)	(mg/Kg)	1/23/2008	1/23/2008	1/23/2008	1/23/2008	1/23/2008
<b>MA DEP EPH</b>										
n-C9 to n-C18 Aliphatic Hydrocarbons	1,000	1,000	3,000	3,000	1,000	100	1,100		1,100	350
n-C19 to n-C36 Aliphatic Hydrocarbons	3,000	3,000	3,000	3,000	3,000	120	170		180	130
n-C11 to n-C12 Aromatic Hydrocarbons	1,000	1,000	3,000	3,000	1,000	58	630		380	210
<b>PAH Compounds</b>										
Naphthalene	40	300	40	1,000	4	0.57	2.4		2.4	0.79
2-Methylnaphthalene	30	300	30	300	0.7	0.97	75		17	3.5
Phenanthrene	300	300	1,000	1,000	10	<0.34	3.1		2.6	1.2
Acenaphthene	1,000	1,000	3,000	3,000	4	<0.34	2.2		2.1	<0.35
Acenaphthylene	500	10	500	10	1	<0.34	1.6		1.6	<0.35
Fluorene	1,000	1,000	3,000	3,000	1,000	<0.34	2.1		1.9	0.57
Anthracene	1,000	1,000	3,000	3,000	1,000	<0.34	<0.34		<0.34	<0.35
Fluoranthene	1,000	1,000	3,000	3,000	1,000	<0.34	<0.34		<0.34	1.1
Pyrene	1,000	1,000	3,000	3,000	1,000	<0.34	<0.34		<0.34	1
Benzo(a)anthracene	7	7	40	40	7	<0.34	<0.34		<0.34	0.62
Chrysene	70	70	400	400	70	<0.34	<0.34		<0.34	0.75
Benzo(b)fluoranthene	7	7	40	40	7	<0.34	<0.34		<0.34	0.68
Benzo(k)fluoranthene	70	70	400	400	70	<0.34	<0.34		<0.34	0.37
Benzo(a)pyrene	2	2	4	4	2	<0.34	<0.34		<0.34	0.7
Indeno(1,2,3-cd)pyrene	7	7	40	40	7	<0.34	<0.34		<0.34	<0.35
Dibenz(a,h)anthracene	0.7	0.7	4	4	0.7	<0.34	<0.34		<0.34	<0.35
Benzo(g,h,i)perylene	1,000	1,000	3,000	3,000	1,000	<0.34	<0.34		<0.34	<0.35
<b>MA DEP VPH</b>										
n-C5 to n-C8 Aliphatic Hydrocarbons	100	100	300	300	100	130	22	3	7.3	
n-C9 to n-C12 Aliphatic Hydrocarbons	1,000	1,000	3,000	3,000	1,000	86	110	22	67	
n-C9 to n-C10 Aromatic Hydrocarbons	100	100	300	300	100	150	200	35	150	
<b>BTEX Compounds</b>										
Methyl tert-butyl Ether (MTBE)	100	100	100	300	0.1	<0.13	<0.14	<0.06	<0.11	
Benzene	20	20	300	300	2	0.38	<0.18	<0.12	<0.23	
Toluene	300	300	1,000	1,000	20	0.64	<0.28	0.13	<0.23	
Ethylbenzene	300	300	1,000	1,000	30	2.4	3.9	0.8	1.1	
meta-Xylene and para-Xylene	300	300	300	1,000	300	6.3	3.7	1.4	1.6	
ortho-Xylene	300	300	300	1,000	300	1.4	0.43	0.28	0.63	
Naphthalene	40	300	40	1,000	4	<1.3	5.3	0.77	3.1	



May 5, 2008

Test Parameters	MADEP Standards					Site Test Results				
	MA S-MGW-1	MA S-MGW-2	MA S-MGW-3	MA S-MGW-4	MA RCS-1	D1/G1	D1/G2	D1/G3	D1/G4	D1/G5
	(mg/Kg)	(mg/Kg)	(mg/Kg)	(mg/Kg)	(mg/Kg)	1/23/2008	1/23/2008	1/23/2008	1/23/2008	1/23/2008
Petroleum (Refined Homolog) (1)	200	200	200	1,000	200	7.7	4.13	1.68	2.23	
<b>EPA 40100</b>										
Acetone, Total	20	20	20	20	20	<3.1	<3.2			
Benzene, Total	1,000	1,000	1,000	1,000	1,000	58	22			
Chlorobenzene, Total	2	2	20	20	2	<0.52	<0.54			
Chloroform, Total	20	20	200	200	20	<10	<11			
Lead, Total	200	200	200	300	300	<10	<11			
Selenium, Total	400	400	200	200	400	<10	<11			
Silver, Total	100	100	200	200	100	<3.2	<3.4			
Mercury, Total (EPA 7471A)	20	20	20	20	20	<0.018	<0.018			

**NOTES:**

MA S-1/GW-2 - MADEP Method 1 S-1 soil standard in a GW-2 groundwater area ("clean-up standard")

RCS-1 - MADEP Reportable Concentration for soil category S-1 (within 500 feet of residence, 310 CMR 40.1600)

&lt;0.4 - Laboratory instrument detection limit of 0.4 ppm

Results shown in bold exceed applicable MADEP standards

## 3.22 Groundwater

Groundwater samples were collected using dedicated tubing with a low-flow peristaltic pump. Approximately three well volumes were purged prior to sample collection in laboratory-prepared preserved glassware. Tables 3 and 4 offer a summary of groundwater test results in comparison to applicable MADEP standards.

**Table 3**  
**Groundwater Analytical Summary - Reportable Concentrations**  
**Results in mg/L (ppm)**

Test Parameter	MADEP Standards	Site Test Results			
		MW-1	MW-2	MW-3	MW-4
	(mg/L)	1/24/2008	1/24/2008	1/24/2008	1/24/2008
<b>MA DEP EPH</b>					
n-C9 to n-C18 Aliphatic Hydrocarbons	5	<b>40</b>	<b>62</b>	<b>14</b>	<b>6.7</b>
n-C19 to n-C36 Aliphatic Hydrocarbons	20	3.5	3.6	1	0.67
n-C11 to n-C22 Aromatic Hydrocarbons	5	26	25	6.3	3.6
<b>PAH Compounds</b>					
Naphthalene	1	0.043	0.073	0.16	0.048
2-Methylnaphthalene	2	0.46	0.39	0.13	0.15
Phenanthrene	10	0.1	0.13	0.025	0.012
Acenaphthene	6	0.092	0.057	0.028	0.014
Acenaphthylene	0.04	0.3	0.19	0.005	0.007

May 5, 2008

Test Parameter	MADEP Standards	Site Test Results			
		MW-1	MW-2	MW-3	MW-4
	(mg/L)	1/24/2008	1/24/2008	1/24/2008	1/24/2008
Fluorene	0.04	0.007	0.11	0.023	0.015
Anthracene	0.03	0.013	0.014	<0.005	<0.006
Fluoranthene	0.2	0.017	<0.005	<0.005	<0.006
Pyrene	0.02	0.017	0.006	<0.005	<0.006
Benzo[a]anthracene	1	0.006	<0.005	<0.005	<0.006
Chrysene	0.07	0.006	<0.005	<0.005	<0.006
Benzo[b]fluoranthene	0.4	0.006	<0.005	<0.005	<0.006
Benzo[k]fluoranthene	0.1	<0.005	<0.005	<0.005	<0.006
Benzo[a]pyrene	0.5	<0.005	<0.005	<0.005	<0.006
Indeno[1,2,3-c,d]pyrene	0.1	<0.005	<0.005	<0.005	<0.006
Dibenzo[a,h]anthracene	0.04	<0.005	<0.005	<0.005	<0.006
Benzo[g,h,i]perylene	0.02	<0.005	<0.005	<0.005	<0.006
<b>MA DEP VPH</b>					
n-C5 to n-C8 Aliphatic Hydrocarbons	3	0.043	<0.4	0.2	0.83
n-C9 to n-C12 Aliphatic Hydrocarbons	5	1.8	0.42	6.3	1.5
n-C9 to n-C10 Aromatic Hydrocarbons	7	2.3	1.9	7.9	2.1
<b>BTEX Compounds</b>					
Methyl tert-butyl Ether (MTBE)	5	<0.005	<0.1	<0.025	<0.025
Benzene	2	0.002	<0.02	0.3	0.03
Toluene	40	<0.005	<0.1	0.64	0.072
Ethylbenzene	5	0.009	<0.1	2.3	0.27
meta-Xylene and para-Xylene	5	0.02	<0.1	5.4	0.64
ortho-Xylene	5	0.009	<0.1	1.4	0.16
Naphthalene	1	0.029	<0.1	0.24	0.094
Xylenes (Mixed Isomers) [1]	5	0.029		6.8	0.8

NOTES: &lt;X = Not detected to lab detection limit of X

RCGW-2 = MADEP Reportable Concentration for groundwater category GW-2

[1] = Mixed isomers of xylenes

Results shown in bold exceed applicable Reportable Concentrations

May 3, 2008

**Table 4**  
**Groundwater Analytical Summary - Method 1 Risk Characterization**  
**Results in ug/L (ppb)**

Test Parameters	MADEP Standards		Site Test Results			
	MA GW-2	MA GW-3	MW-1	MW-2	MW-3	MW-4
	(ug/L)	(ug/L)	1/24/2008	1/24/2008	1/24/2008	1/24/2008
<b>MA DEP EPH</b>						
n-C9 to n-C18 Aliphatic Hydrocarbons	3,000	50,000	40,000	62,000	14,000	6,700
n-C19 to n-C36 Aliphatic Hydrocarbons		50,000	9,500	3,600	1,000	670
n-C11 to n-C22 Aromatic Hydrocarbons	50,000	5,000	26,000	25,000	6,300	3,600
<b>PAH Compounds</b>						
Naphthalene	1,000	20,000	43	73	160	48
2-Methylnaphthalene	2,000	20,000	460	390	130	150
Phenanthrene		10,000	100	130	25	12
Acenaphthene		6,000	92	57	28	14
Acenaphthylene	10,000	40	300	190	5	7
Fluorene		40	87	110	23	15
Anthracene		30	13	14	<5	<6
Fluoranthene		200	17	<5	<5	<6
Pyrene		20	17	6	<5	<6
Benzo[a]anthracene		1,000	6	<5	<5	<6
Chrysene		70	6	<5	<5	<6
Benzo[b]fluoranthene		400	6	<5	<5	<6
Benzo[k]fluoranthene		100	<5	<5	<5	<6
Benzo[a]pyrene		500	<5	<5	<5	<6
Indeno[1,2,3-c,d]pyrene		100	<5	<5	<5	<6
Dibenzo[a,h]anthracene		40	<5	<5	<5	<6
Benzo[g,h,i]perylene		20	<5	<5	<5	<6
<b>MA DEP VPH</b>						
n-C5 to n-C8 Aliphatic Hydrocarbons	3,000	50,000	43	<400	8,300	830
n-C9 to n-C12 Aliphatic Hydrocarbons	5,000	50,000	1,800	420	6,300	1,500
n-C9 to n-C10 Aromatic Hydrocarbons	7,000	50,000	2,300	1,900	7,900	2,100
<b>BTEX Compounds</b>						
Methyl tert-butyl Ether (MTBE)	50,000	50,000	<5	<100	<25	<25
Benzene	2,000	10,000	2	<20	300	30
Toluene	50,000	40,000	<5	<100	640	72
Ethylbenzene	20,000	5,000	9	<100	2,300	270
meta-Xylene and para-Xylene	9,000	5,000	20	<100	8,400	640
ortho-Xylene	9,000	5,000	9	<100	1,400	160
Naphthalene	1,000	20,000	29	<100	240	94
Xylenes (Mixed Isomers) [1]	9,000	5,000	29		6,800	800

NOTES: &lt;X = Not detected to lab detection limit of X

GW-2 = MADEP Method 1 Risk Characterization standard for groundwater category GW-2

[1] = Mixed isomers of xylenes

Results shown in bold exceed applicable Reportable Concentrations

May 3, 2008

### 3.30 Nature and Extent of Impact

Soil and groundwater impact by petroleum-related compounds have been detected at concentrations exceeding applicable Reportable Concentrations specified in the MCP:

- **Soil** - Soil assessment activities have included field screening of soil samples during the advancement of borings and laboratory analysis of four soil samples. Analysis included EPH/PAH, VPH/BTEX, and 8 RCRA Metals. Soil samples from borings B-1 (5-10'), B-13 (5-10') and B-16 (5-10') exhibited VPH/BTEX concentrations in excess of RCS-1 Reportable Concentrations; soil samples from borings B-13 (5-10') and B-16 (5-10') exhibited EPH/PAH concentrations in excess of RCS-1 Reportable Concentrations and one PAH compound was detected in B-1 (5-10'). Similar PID screening results were detected in borings B-6, B-9, B-10, B-14, and B-15 (all 5-10' deep); indicating that lab analysis would likely also display exceedances in these areas.
- **Groundwater** - Groundwater samples were collected from four monitoring wells and analyzed for EPH/PAH and VPH/BTEX. All four wells exhibited EPH concentrations in excess of applicable RCGW-2 Reportable Concentrations; PAH exceedances were observed in MW-1 and MW-2. VPH and BTEX exceedances were observed in one well, MW-3.
- **Surface Water** - Surface water is located approximately 850 feet downgradient of the Property. No evidence of impact has been identified to surface water.
- **Air Exposure** - Vapor screening was performed in the on-site building, which did not detect volatile organic vapors above background.

### 3.40 Migration Pathways and Exposure Potential

Given the nature of compounds present at the Property, the potential exists for migration by volatilization, leaching to groundwater, and groundwater flow. Potential exposure scenarios are provided below.

- **Soil** - Results from field screening and lab testing of soil samples at the Property indicate VOCs are present in soil at approximately 8 feet bgs, indicating a potential for vapor intrusion in buildings. However, the only on-site building is built at grade with concrete slab.
- **Groundwater** - All four wells exhibited petroleum impact in excess of applicable RCGW-2 Reportable Concentrations. Off-site migration to the southeast is possible, since petroleum was detected on wells along the southeast site boundary. Therefore

groundwater flow is considered a potential migration pathway. However, groundwater at the Property and downgradient properties is not used for potable water supply, and therefore is not likely to result in human ingestion or exposure.

- **Surface Water** – Surface water is located approximately 850 feet downgradient of the Property. No evidence of impact has been identified to surface water.
- **Air Exposure** - Vapor screening was performed in the on-site building, which did not detect volatile organic vapors above background.
- **Underground Utilities** - Underground utilities along Cove Road shall also be considered a potential pathway to contaminant migration with groundwater.

## **4.00 RESPONSE ACTIONS**

Approximately 225 cubic yards of petroleum-impacted soil was excavated during UST closures in 1991. Soil was removed from the Property in 1995 by Getty Petroleum Corp (Appendix C).

### **4.10 Recommended Actions**

Since a potential exists for off-site migration, we recommend additional subsurface investigations to define the extent of petroleum migration. Once extent of contamination is determined, prudent remedial options can be evaluated.

## **5.00 TIER CLASSIFICATION**

Tier Classification was completed as part of this Phase I Investigation. Site scoring and supporting documentation are included in Appendix F. The Property is not located within a Zone II of a potential municipal groundwater supply or an Interim Wellhead Protection area. Therefore, the Property is not subject to Tier I Inclusionary Criteria. Based on the Disposal Site Score of 124, the site shall be classified as Tier II.

## **6.00 SUMMARY OF FINDINGS & CONCLUSIONS**

### **6.10 Summary of Findings**

Southcoast Environmental has completed a Phase I Initial Site Investigation of the subject Property. This assessment was performed with consideration to applicable requirements in the MCP. Our findings are presented below:

- 1) The Property consists of 0.138 acre of land located on the northwest of Cove Road in the south end of New Bedford Massachusetts. Currently one small building is located on the Property, which has been used as office space. The building is connected to municipal water and sewer systems.
- 2) The Property is currently vacant, but was used as a used car lot from approximately 2000 through 2007. Site plans from 1927 and 1930 were on file with the Fire Department, showing a "proposed filling station" at the Property, with a building in similar location to current; no UST locations were shown. A Getty gasoline station operated at the Property from approximately 1971 through 1991, when all gasoline USTs were removed. Two remaining USTs (diesel and fuel oil) were removed in 1998, and none remain according to sources cited. Approximately 225 cubic yards of contaminated soil was removed during UST closures in 1991, which was eventually removed for disposal in 1995.
- 3) A release of gasoline was identified on the Property in 1991 during UST closure according to MADEP records. The issue was reported to the MADEP on October 15, 1991 and Release Tracking Number (RTN) 4-1119 was assigned to the Property.
- 4) Soil and groundwater impact by petroleum-related compounds have been detected at concentrations exceeding applicable Reportable Concentrations specified in the MCP:
  - Soil - Soil assessment activities have included field screening of soil samples during the advancement of borings and laboratory analysis of four soil samples. Laboratory analyses were performed included EPH/PAH and VPH/BTEX by MADEP methodology and 8 RCRA Metals. Soil samples from borings B-1 (5-10'), B-13 (5-10') and B-16 (5-10') exhibited VPH/BTEX concentrations in excess of RCS-1 Reportable Concentrations; soil samples from borings B-13 (5-10') and B-16 (5-10') exhibited EPH/PAH concentrations in excess of RCS-1 Reportable Concentrations and one PAH compound was detected in B-1 (5-10'). Similar PID field screening results were detected in borings B-6, B-9, B-10, B-14, and B-15 (all 5-10' deep); indicating that lab analysis would likely display exceedances in these areas.

- **Groundwater** - Groundwater samples were collected from four monitoring wells and analyzed for EPH/PAH and VPH/BTEX by MADEP methodology. All four wells exhibited EPH concentrations in excess of applicable RCGW-2 Reportable Concentrations; PAH exceedances were observed in MW-1 and MW-2. VPH and BTEX exceedances were observed in one well, MW-3.
- 5) Tier classification indicated site classification as Tier II, based on the Disposal Site Score of 124. Based on review of the MADEP Bureau of Waste Site Cleanup Priority Resource Maps, the Property is not located within an approved Zone II of a potential public drinking water supply or an Interim Wellhead Protection area. The Property is not subject to Tier I Inclusionary Criteria.

## 6.20 Conclusions

Based on current site conditions, additional response actions will be necessary at the Property. We have recommended a subsurface investigation to evaluate extent of contamination, then preparation of a remedial plan.



## **7.00 LIMITATIONS**

Data obtained from public agencies, Property inspections and data mapping sources was used in the characterization of this Property. The accuracy of the conclusions derived from the data is based solely on the accuracy of the data reported and or supplied. Should data be made available concerning the Property, which is not included in this report, it should be reported to Finsness Environmental so that findings, conclusions and/or recommendations can be altered and modified (if necessary). Events occurring on the Property after our inspections are beyond the scope of this report.

Any qualitative or quantitative information regarding the Property, which was not available to Finsness Environmental at the time of this assessment, may result in a modification of the representations made in this report.

Due to the fact that geological and soil formations are inherently random, variable and indeterminate (heterogeneous) in nature, the professional services and opinions provided by Finsness Environmental under our agreement are not guaranteed to be a representation of complete Property conditions, which are variable and subject to change with time or the result of natural or man-made processes. Although our services are extensive, opinions, findings and conclusions presented are limited to and by the data supplied, reported and obtained. Finsness Environmental makes no expressed or implied representations, warranties or guarantees regarding any changes in condition of the premises after the date of the on-site inspection(s).

Finsness Environmental has retained a copy of this report. No deletions or additions are permitted without the written consent of Finsness Environmental. Data, maps and figures contained within this report are not suitable for use in its present form, for any ongoing or pending litigation. Use of this report in whole or in part by parties other than those authorized by Finsness Environmental is prohibited.

In the event of audit by regulating agencies, any fees and/or labor costs incurred to respond to regulatory issues will be the responsibility of the client.

[illegible]

**SOUTHCOAST  
ENVIRONMENTAL, INC.**  
206 PALMER STREET  
SOMERSET, MASSACHUSETTS

### LEGEND

• MONITORING WELL  
• SOIL BORING  
FORMER LUST  
LOCATION

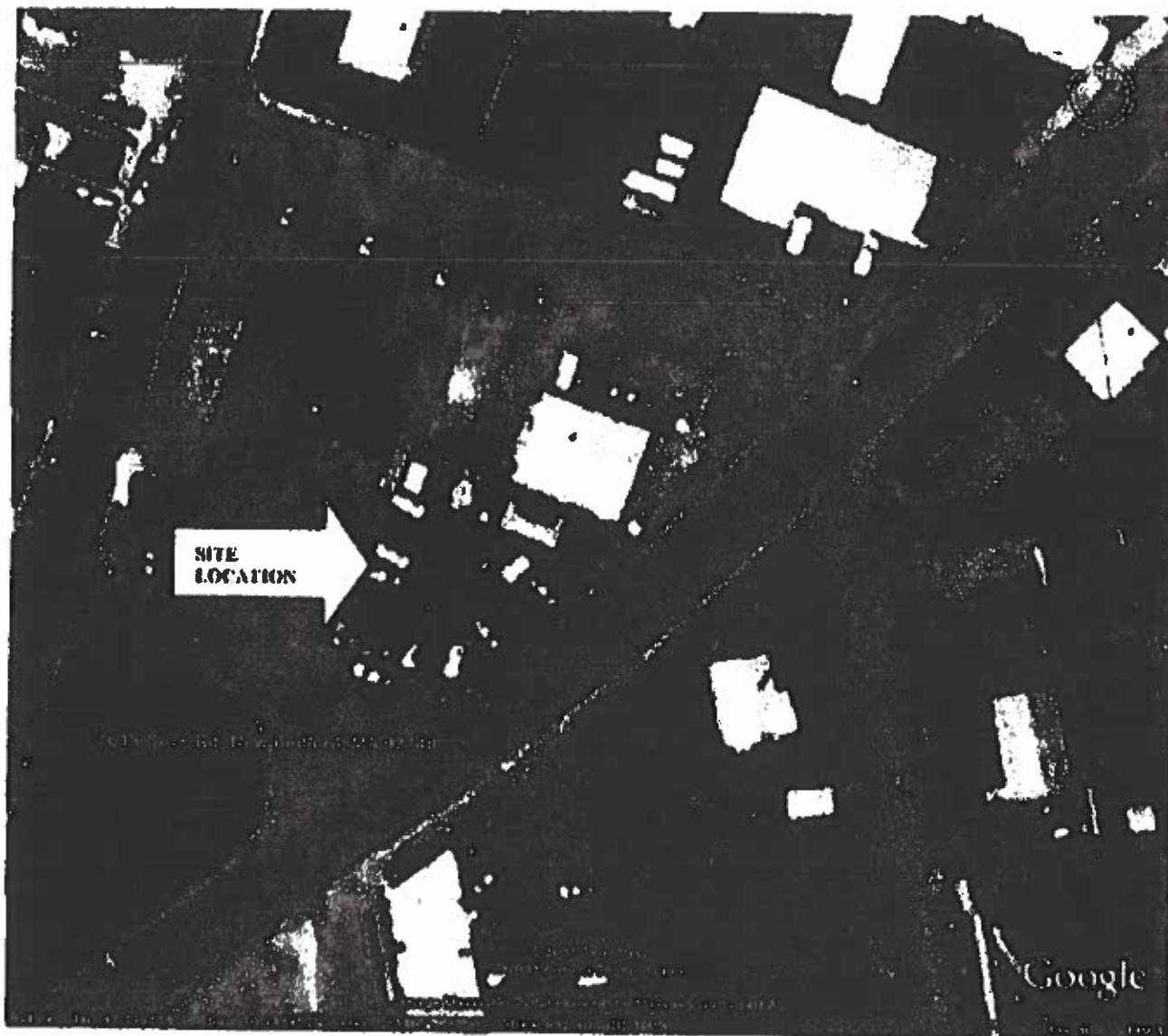
### FIGURE 3: SITE PLAN

1615 COVE ROAD  
NEW BEDFORD, MASSACHUSETTS

SCALE: 1" = 20', APPROX.  
DATE: FEBRUARY 2008

DRAWN BY: STAFF  
REV:





**SOUTHCOST  
ENVIRONMENTAL, INC.**

206 PALMER STREET  
SOMERSET, MA 02726

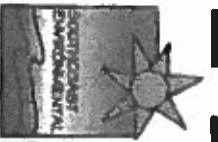
**REFERENCE:**

GOOGLE EARTH



**FIGURE 5: AERIAL MAP**

**1615 COVE ROAD  
NEW BEDFORD, MA**



PHOTOGRAPHIC RECORD

Project #: 1009



Photo #1: View from southeast



Photo #2: View from south

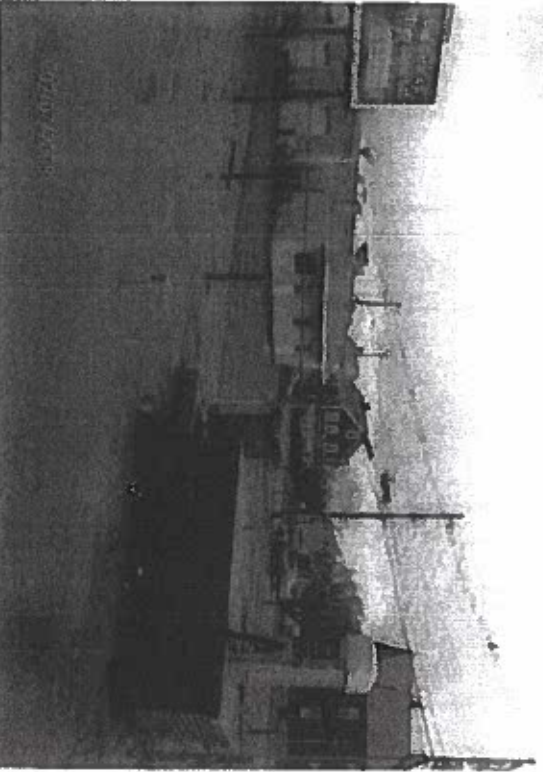
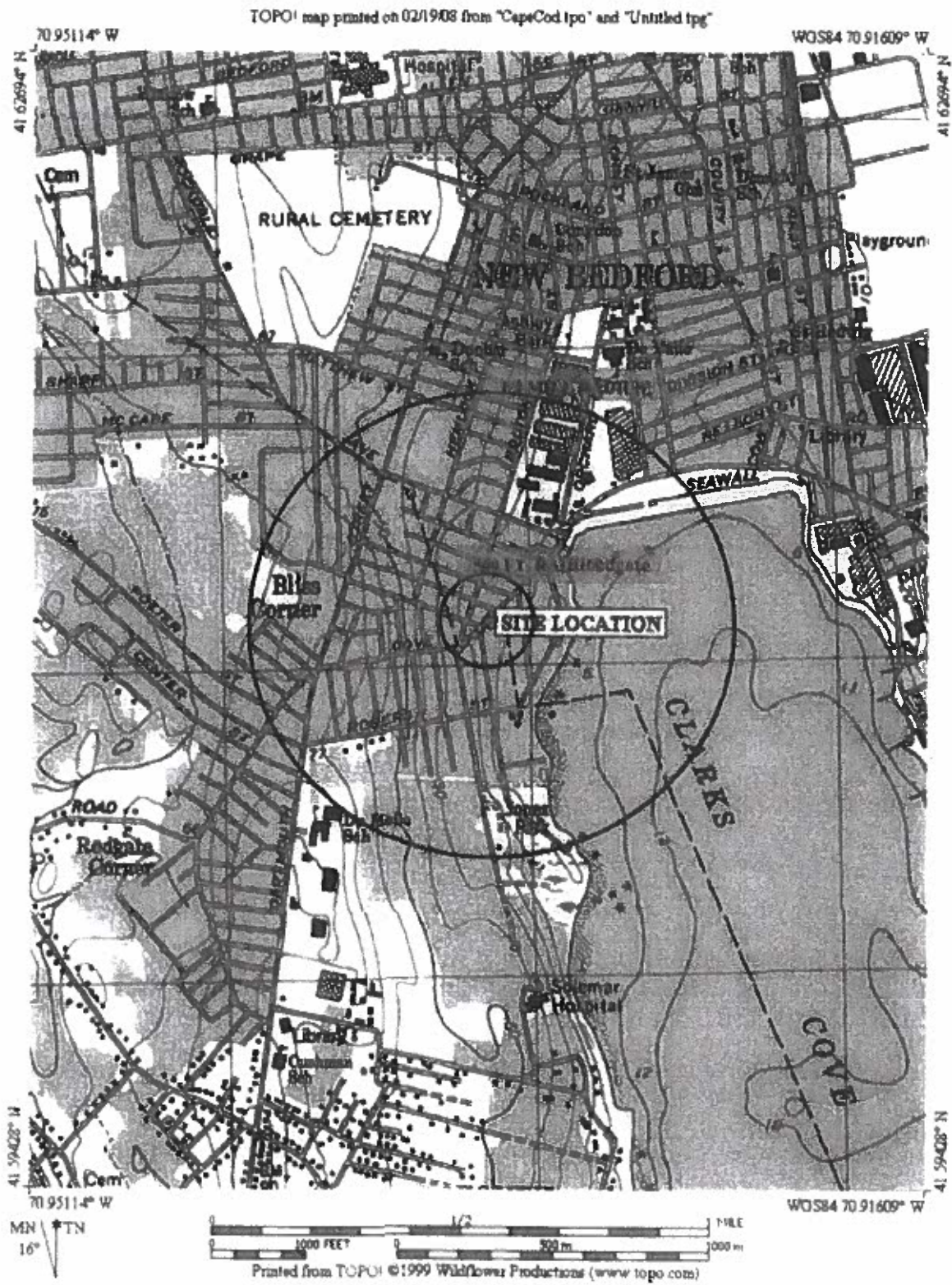


Photo #3: View from west



Photo #4: View from west





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206 PALMER STREET  
SOMERSET, MA 02726

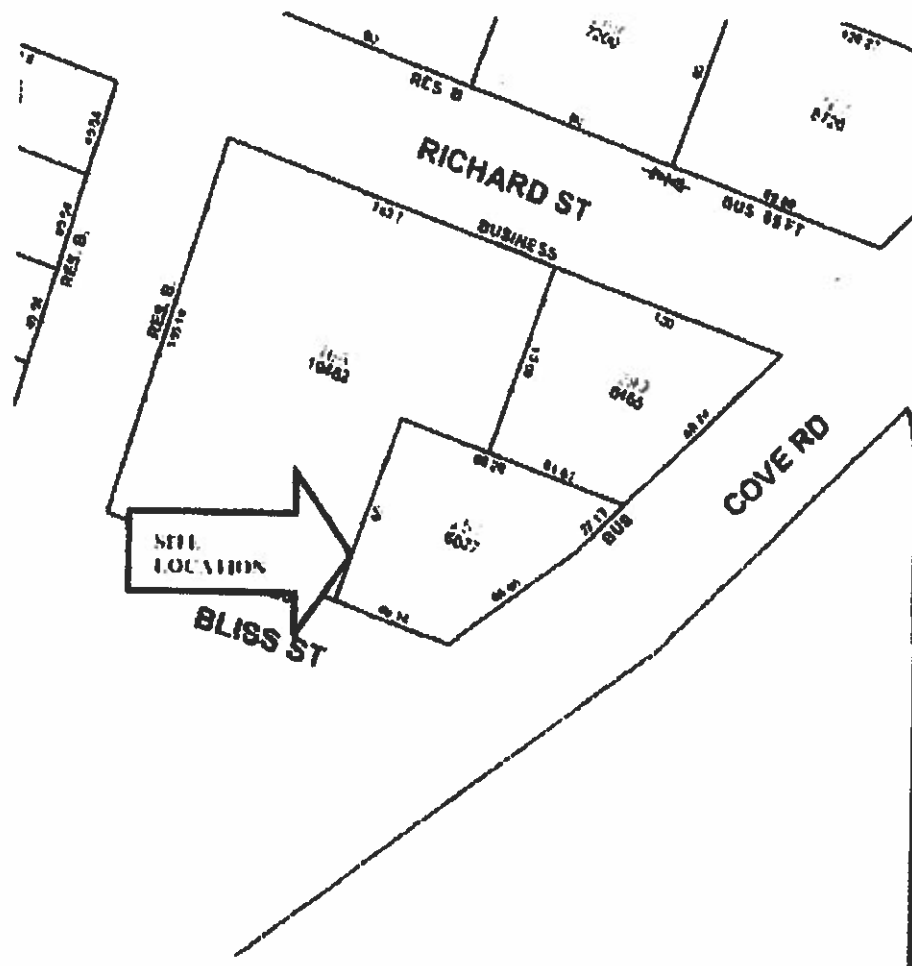
**REFERENCE:**

USGS TOPOGRAPHIC MAPS  
NEW BEDFORD QUADRANGLE  
CONTOUR INTERVAL: 3 METERS



**FIGURE 1: LOCATION MAP**

**1615 COVE ROAD  
NEW BEDFORD, MASSACHUSETTS**



# Corporations Division

## Business Entity Summary

ID Number: 001460741

[Request certificate](#)

[New search](#)

Summary for: **SALCO AUTO SALES, LLC**

**The exact name of the Domestic Limited Liability Company (LLC):** SALCO AUTO SALES, LLC

**Entity type:** Domestic Limited Liability Company (LLC)

**Identification Number:** 001460741

**Date of Organization in Massachusetts:**  
09-22-2020

**Last date certain:**

**The location or address where the records are maintained** (A PO box is not a valid location or address):

Address: 1615 COVE RD

City or town, State, Zip code,      NEW BEDFORD, MA 02740 USA  
Country:

**The name and address of the Resident Agent:**

Name: CLAUDIA FAIA

Address: 37 WEYMOUTH AVE,

City or town, State, Zip code,      WEST ROXBURY, MA 02132 USA  
Country:

**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	CLAUDIA FAIA	1615 COVE RD NEW BEDFORD, MA 02740 UNI

**In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:**

Title	Individual name	Address
SOC SIGNATORY	CLAUDIA FAIA	1615 COVE RD NEW BEDFORD, MA 02740 UNI

**The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:**

Title	Individual name	Address
REAL PROPERTY	CLAUDIA FAIA	1615 COVE RD NEW BEDFORD, MA 02740 USA



Consent



Confidential  
Data



Merger  
Allowed



Manufacturing

**View filings for this business entity:**





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001460741

1. The exact name of the limited liability company is: SALCO AUTO SALES, LLC

2a. Location of its principal office:

No. and Street: 1615 COVE RD  
 City or Town: NEW BEDFORD State: MA Zip: 02740 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 1615 COVE RD  
 City or Town: NEW BEDFORD State: MA Zip: 02740 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

PURCHASE AND SALE OF USED CARS AND SUV

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CLAUDIA FAIA  
 No. and Street: 37 WEYMOUTH AVE  
 City or Town: WEST ROXBURY State: MA Zip: 02132 Country: USA

I, CLAUDIA FAIA resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	CLAUDIA FAIA	1615 COVE RD NEW BEDFORD, MA 02740 UNI

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	CLAUDIA FAIA	1615 COVE RD

**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CLAUDIA FAIA	1615 COVE RD NEW BEDFORD, MA 02740 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 22 Day of September, 2020,**  
**CLAUDIA FAIA**

*(The certificate must be signed by the person forming the LLC.)*

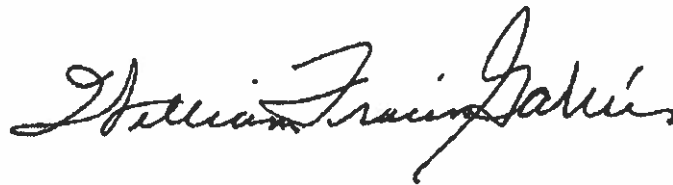


THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

September 22, 2020 09:00 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

COMMITTEE ON APPOINTMENTS & BRIEFINGS

RECEIPT

DATE: 1-12-2021

OWNER(S): Claudia Faia

BUSINESS NAME: Salco Auto Sales LLC

BUSINESS ADDRESS: 1615 Cove Rd.

FOR MOTOR VEHICLE: Sales and/or Rentals

Body Repair

General Repair

Light Service

AMOUNT RECEIVED: Seven Hundred Dollars (\$700.00)

Angelic Taylor  
Angelic Taylor  
Office Assistant III