

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(13/2023

	•
Type of service to be provided:	
Sales and/or Rentals Body Repair	General Repair Light Service
Owner/Landlord Information:	
Julio R. Barbosa Full Legal Name	Company Name (if applicable)
10 Fieldstone Form Dr. D Address	City, State, Zip
608-958-2281 Phone Number	Jstec 920@gol-com Email Address
OTHER Owner/Landlord Information: (if applicable)	· ·
Lessee Information: (if different from above) Mattires Heredia - Cuevas Full Legal Name	Drivic auto Services
Address Address	New Beofard MA. 02740 City, State, Zip
774-520-8178 Phone Number	MARTIRES HEREAIA CILLOSS. COM.
OTHER Lessee Information: (if applicable)	

Location Information:

	2744 Code
Assessor's Plot: $\frac{20}{\text{Plot }\#}$ $\frac{31}{\text{Lot }\#}$ $\frac{13438}{\text{Book }\#}$ $\frac{25}{\text{Page }\#}$	<u>B</u>
Lot Dimensions: $\frac{\text{goft}}{\text{Frontage}}$ $\frac{\text{goft}}{\text{Depth}}$ $\frac{\text{if } Y}{\text{Area i}}$	1 le 7 n Sq. Ft.
Zoning District(s) in which premises are located:	
Premises in present ownership since: (date of purchase)/0/13/	CSOS
Premises in present ownership since: (date of purchase) 10/13) Present use of premises: (date of purchase) 20/13)	rop
Number of buildings on Lot: Size of existing building(s):	
Number of cars on premises at any given time:	
Number of people on premises at any given time:	
Size of proposed buildings (if applicable):	
Extent of proposed alterations (if applicable):	
Have plans been submitted to the Department of Inspectional Services?	US is application.)
Has the Department of Inspectional Services Commissioner refused to issu	ie a permit?Yes
If so, the reason: Special permit regulred	
Motor Vehicle Special Permit APPLICATION	Page 2 of 3

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 10,0	00 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: July Soll (Must be the signature of the current owner on record.)	Date: 3/14/23
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: 2/Ne/2
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

Business Name/Address: 31 Scott Street, Dominic Auto Services

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

Conditionally approved. Received ZBA approval on 3/16/23. Applicant must complete required Planning Board review for special permit for a parking reduction per rejection packet. PB application is pending submission.

Michael McCarthy
Assistant City Planner

04/06/2023

Date

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

Will require a Special Permit approved by City Council for Sales and or rentals, body repair, and general repairs with no more than 6 cars on site at any time. This Special Permit must be recorded at the Registry of Deeds after the 20-day appeal period has expired and it is stamped by the City Clerk attesting to the fact, then a copy must be returned to room 308 and a permit will be issued from Inspectional Services (Room 308) upon payment and processing of the application.

<u>Danny Romanowicz</u> D.I.S. Commissioner 04/06/2023

Date

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

Class II License will need to be applied for.

Christine Amaral Licensing Board

04/06/2023

Date

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

An MDC Trap must be installed and confirmed to be operating properly if one is not already existing and functional at the site. The MDC Trap must be inspected/cleaned by a professional company every six months. A copy of the receipt for the inspection/cleaning from the company must be sent to the DPI IPP Office after each inspection/cleaning. This location's address needs to be confirmed with DPI Engineering.

<u>Laura Breig, Project Coordinator</u> Department of Public Infrastructure 04/12/2023

Date

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

I have no objections to this application. I have checked our records and their business certificate is current.

Stephanie Macomber Asst. City Clerk

04/12/2023 Date April 5, 2023 Dear Applicant,

Please find below the List of Abutters within 300 feet of the property known as 31 Scott Street (Map: 20, Lot: 311). 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.

<u>Parcel</u>	Location	Owner and Mailing Address
20-55	41 SCOTT ST	SCOTT STREET PROPERTIES LLC,
		P O BOX 2026
		NEW BEDFORD, MA 02741-2026
20-58	37 SCOTT ST	SAUCIER PAMELA F,
		37 SCOTT ST
		NEW BEDFORD, MA 02744
20-412	42 SCOTT ST	PINHEIRO VICTOR C, PINHEIRO MARIA L
		540 BROCK AVENUE
		NEW BEDFORD, MA 02744
20-111	42 SCOTT ST	REGO JACINTO, REGO GLORIANA
	a a	42 R SCOTT ST
		NEW BEDFORD, MA 02744
20-117	12 SCOTT ST	GAIPO ANTONIO S, GAIPO MARIA C
		12 SCOTT ST
		NEW BEDFORD, MA 02744
20-60	23 SCOTT ST	PEREIRA ARMANDA, PEREIRA MARIA
		23 SCOTT STREET
		NEW BEDFORD, MA 02744
20-61	21 SCOTT ST	BRITO FLORENTINA,
		21 SCOTT STREET
		NEW BEDFORD, MA 02744
20-47	40 NELSON ST	PIMENTEL MANUEL C, PIMENTEL MARIA G
		40 NELSON ST
		NEW BEDFORD, MA 02744
20-48	38 NELSON ST	ENAMORADO CARLOS R,
		610 CENTER STREET
		BROCKTON, MA 02302
20-49	32 NELSON ST	CUNHA VICTOR M, CUNHA LURDES P
		21 ARTHUR AVE
		NO. DARTMOUTH, MA 02747
20-50	28 NELSON ST	SOUSA MARGARIDA P,
		28 NELSON ST
		NEW BEDFORD, MA 02744
20-51	26 NELSON ST	CADIEUX ALPHONSE E,
		26 NELSON ST
		NEW BEDFORD, MA 02744
20-46	48 NELSON ST	RAPOSO DANIEL A JR
		5 ETHAN CIRCLE
		FREETOWN, MA 02717

April 5, 2023 Dear Applicant,

Please find below the List of Abutters within 300 feet of the property known as 31 Scott Street (Map: 20, Lot: 311). 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
20-114	20 SCOTT ST	PINHEIRO VICTOR C,
	•	540 BROCK AVENUE
		NEW BEDFORD, MA 02744
20-311	31 SCOTT ST	BERTRAND JACQUELINE E "TRUSTEE", JACQUELINE E BERTRAND 2006
		REVOCABLE TRUST
		20 MEADOWBROOK LN
		MATTAPOISETT, MA 02739
	,	

Location: 31 SCOTT ST Parcel ID: 20 311 Zoning: RC Fiscal Year: 2021 Account Number: 26737

Current Sales Information:

Sale Date:

Current Owner Information:

BARBOSA JULIO BARBOSA NELIA

10 FIELDSTONE FARM ROAD

04/27/2020

Sale Price:

\$50,000.00

Legal Reference:

DARTMOUTH, MA 02478

13195-64

Grantor:

BERTRAND, JACQUELINE E "TRUSTEE"

This Parcel contains 0.1483 acres of land mainly classified for assessment purposes as AUTOREP with a(n) COMMERCIAL GARAGE style building, built about 1921, having Conc Blk exterior, Tar&Gravel roof cover and 4906 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:

147400

Land Value:

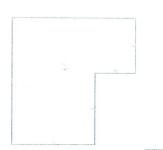
62700

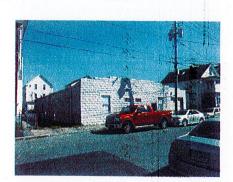
Yard Items Value:

Total Value:

Card No. 1 of 1

211300





1200



Fiscal Year 2021		Fiscal Year 2020		Fiscal Year 2019	
Tax Rate Res.:	15.59	Tax Rate Res.:	16.16	Tax Rate Res.:	16.47
Tax Rate Com.:	32.76	Tax Rate Com.:	33.59	Tax Rate Com.:	34.84
Property Code:	332	Property Code:	332	Property Code:	332
Total Bldg Value:	147400	Total Bldg Value:	130700	Total Bldg Value:	101100
Total Yard Value:	1200	Total Yard Value:	1200	Total Yard Value:	1200
Total Land Value:	62700	Total Land Value:	62700	Total Land Value:	62700
Total Value:	211300	Total Value:	194600	Total Value:	165000
Tax:	\$6,922.19	Tax:	\$6,536.61	Tax:	\$5,748.60

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 warranteed.

IX. HOMEOWNER LICENSE EXE	EMPTION	According to the second
Supplement #1 The current exemption for "homeowner" engage an individual for hire who does not	was extended to include owner-occupied dwellings of possess a license, provided that the owner acts as aup	two units or less and to allow such homeowners to envisor. (State Building Code Section 110.5)
attached or detached structures accessory to be considered a homeowner. Such "homeo	ich he/she resides or intends to reside, on which there is, to such use and /or farm structures. A person who construction which is submit to the Building Official) on a form accepted under the building permit. (Section 110.5)	te more than one home in a becomes paried shall not
The undersigned "homeowner assumes respond will comply with the City of New Bedford E	onsibility for compliance with the State Building Code and off Building Department minimum laspection procedures and requi	ner applicable codes, ordinance, rules and regulations, rements
HOMEOWNERS SIGNATURE	de sul	
X. CONSTRUCTION DEBRIS DI	SPOSAL.	MORANTA MANAGEMENT AND
Supplement #2 in accordance with provisions of Massachus disposal facility as defined by Massachuset	serts General Law C40, S54, debris resulting form this work s ts General Law C111, S150A	shall be disposed of in a property licensed solid waste
The debris will be disposed of in	(Location of Facility)	
Signature of Permit Applicant		Date
XI. HOME IMPROVEMENT CON	ITRACTOR LAW AFFIDAVIT	THE PARTY CONTINUES AND THE PA
(Residential Use Only) Supplement to Pern	deistriction of the college of the c	north throughton fright more than the bottom and more than the control of the con
construction of an addition to any pre- to structures which are adjacent to su	tion, alteration, renovation, repair, modernization, corexisting owner-occupied building containing of loast ich residence of building" be conducted by registered contained by registered by registered contained by registered	one but not more than four dwelling units or onliactors, with certain exceptions, along with other
Owner Name Julio Bart		of Permit Application.
Thereby certify that Registration is not reg	The state of the s	л гелин курасавоп.
	Job under \$1,000 Building not owner-o-	
Other (specify)	300 driver \$ 1,000 Building not owner-or	Owner obtaining own permit
Notice is hereby given that. OWNERS OBTAINING THEIR OWN PERI	MIT OR EMPLOYING UNREGISTERED CONTRACTORS LATION PROGRAM OF GUARANTY FUND UNDER MGI	FOR APPLICABLE HOME IMPROVEMENT WORK .C. 142A.
signed under penalties of perjury. I hereby apply for a permit as the agent of	the owner	
ÓŘ	ontractor Signature	Registration No.
Notwithstanding the above notice, I hereby	apply for a permit as the owner of the above property.	
Date O	wner Signature	
XII. BUILDING COMMISSIONE	RS REVIEW COMMENTS AND CONDITIONS	
Annual Company of the section of the	ng Board of Appeals - Special Pe	-
	Council - Special Permit	2111111
	ning Board - Special Permit	D 04 0467
		B-21-2427
Comments and Conditions	See Arrachments"	B-21-242/

JUL 11 2022

DIC Picked

up



DEPARTMENT OF INSPECTIONAL SERVICES

133 WILLIAM STREET - ROOM 308 NEW BEDFORD, MA 02740

New Bedford Comprehensive Zoning Code Review Code of Ordinances — Chapter-9

31 Scott Street – PLOT: 20 – LOT: 311 – ZONED DISTRICT: RC Special Permit is Required from the Zoning Board of Appeals Special Permit is Required from the Planning Board Special Permit is Required from the City Council

Zoning Code Review as follows:

Special Permit

Zoning Board of Appeals

- SECTION
 - 2400 Non Conforming Uses and Structures
 - 2410 Applicability
 - 2420 Nonconforming Uses
 - 2421 Change or substantial extension of the use;
 - 2422 Change from one nonconforming use to another, less detrimental, nonconforming use
 - 2430 Nonconforming Structures, Other Than Single- and Two-Family Structures
 - 2431 Reconstructed, extended or structurally changed
 - 2432 Altered to provide for a substantially different purpose or for the same purpose in a substantially different manner or to a substantially greater extent
 - 5300-5330 & 5360-5390 Special Permit

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
 - <u>Commercial</u> #21. Motor vehicle light service
- 5300-5330 & 5360-5390 Special Permit

Special Permit

Planning Board

SECTIONS

- 3100 Parking and Loading
- 3110 Applicability
- 3120-3125 Special Permit (Reduction in Parking)
- 3130 Table of Parking Loading Requirements Appendix C
 - Businesses engaged in retail sale, rental, repair, servicing, storage and distribution of motor vehicles, trailers, campers, boats, furniture or building materials
- 5300-5330 & 5360-5390 Special Permit

Notes

- A floor plan is required to be submitted to show the number of cars that fit within the building.
- A site plan is required to be submitted to show all parking spaces for new use.
- An MDC Trap is required for the new use.



DEPARTMENT OF INSPECTIONAL SERVICES

133 WILLIAM STREET - ROOM 308 NEW BEDFORD, MA 02740

Parking Spaces Calculations

Building Use - Automotive Repair / Light Service / Body Work / Sales

Number of Parking Spaces Required

Number of Space required = 4,906sf ÷ 400sf/Parking Space = 12.3 = 13 Parking Spaces

Number of Parking Spaces Provided = 2 Parking Spaces

Number of Parking Spaces Required for Relief = 11 Parking Spaces

-		-	#	111	15	-
ATE	BECE	IVED	·U_	W	15	In
EGE	IVED	BY:				
	ED BY		9	20	21	Ш

6	ity of New Bedford,. Building Depart Application for Plan and Building F	tment Examination	FOR BUILDING PET USE
Se TWEEN PLOT PLANS FILED YE	s D NO	AND (CRC	DSS STREET) ACCEPTED STREET
II. TYPE AND COST OF BUILDING A TYPE OF IMPROVEMENT 1 New Building 2 Addition [II residential, enter number of units added if airy in Part D. 14] 3 Alteration (if residential, enter number of housing units added if airy in Part D. 14 4 Repair replacement 5 Demolition (II multifamily residential en units in building in Part O. 14, if non-residential most recent use checking D-18 6 Moving frelocation) 7 Foundation only WYE 8 Private (individual corporation numprofit institution etc.) 9 Public (Federal State, or local government of be installed but not included in the above cost a Electrical b Plumbing c Healing, air conditioning	D 1 PROPOSED 1 Residential 13 One II 14 If two onumb 15 If fransit dormit for number of unit 16 Garag 17 Carbo 18 Other 19 One II 19 One II 10 One II 10 One II 10 One II 11 If two onumb 12 One II 13 One II 14 If two onumb 15 Orent 16 Garag 17 Carbo 18 Other 18 Other 19 Oses this but 19 YES Name & Address Name & Address 19 One II 10 One II 11 One II 12 One II 13 One II 14 If two onumbers 15 Orent 16 One II 17 One II 18 Other 18 Other 19 One II 19 One II 10 One I	armity r more family — Enter er of units ent botel motel or tony — Enter number is en Specify Iding contain asbestos? NO If yes complete the following ess of Asbestos Removal Firm if notification sent to DEOE and the Labor & Industries and results of air is after asbestos removal is completed at a Describe in detail proposed use p, laundry building at hospital, eleme	Nonresidential 19 Amusement recreational 20 Church, other refigious 21 Industrial 22 Parking garage 23 Service station, repair garage 24 Hospital, institutional 25 Office bank professional 26 Public utility 27 School, lorary, other educational 28 Stores, mercantrie 29 Tanks, lowers 30 Funeral homes 31 Food establishments 32 Other — Specify e of buildings, e.g., food processing plant intary school, secondary school, college, after rental office building office building
33 Masonry (wall bearing) 34 Wood frame 35 Structural steel 36 Reinforced concrete 37 Cher — Specify	DF BUILDING — for new building for all others, TYPE OF SEWAGE DISPOSAL 43 Public or private company 44 Private (septic tank etc.) TYPE OF WATER SUPPLY 45 Private (well, cistem) TYPE OF MECHANICAL Is there a five sprinkfer system? 47 YES AS NO Will there be central air conditioning? 49 Yes SO No Will there be an elevator?	Ings complete part E through 1. For digadditions, afterations, repair, movin, J. DIMENSIONS 53 Number of stones 54 Height 55 Total square feet of float floors based on ext 56 Building length 57 Stinding width 58 Total aq. It of bldg for 59 Front lot line width 60 Rear lot line width 61 Depon of lot 62 Total sq. It of lot size 63 % of lot occupaed by it 64 Dissance from lot line 65 Destance from lot line 66 Destance from lot line	erier dimensions otprint okts (58 - 62) (front) (rear)

OTHER APPLICABLE REVIEWS K. FLOODPLAIN

	Is location within flood	hazard area? yes no		
	If yes, zone:	and base elevati	On	
L. W	ETLANDS PROTECTIO	N		
	Is location subject to fl	ooding?	NA	
	Is location part of a kn	own wetland?	NA.	-
	Has local conservation	commission reviewed thi	s site? All	MATERIAL PROPERTY.

IV IDENT	IFICATION - ALL APPLICANT	S - PLEASE PRINT	
OWNER OR LESSEE NAME	MAILING ADDRESS	ZIPCODE	TELEPHONE NO.
Julio Barbosa	10 Fieldstone Farm Dr. J	between the Met 02748	508-558-228
E-mail Address: 56/6C 920 @ a.o. \ con			
Tenacontractor NAME	MAILING ADDRESS	ZIPCODE	TELEPHONE NO.
MARTIRES HOREOTA CUEUAS	31/501191	UCENSE ● 03744	34.500-8.78
E-mail Address			
ARCHITECT NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
темперия на под до до 1970 г. постоя на принципа на п	nn i i na main an maingeaga at dirin a na main a magaab dada gira ti kulummag an gar dada ag an dada ana dan ar may marakana	UCENSE #	
E-mail Address:	William Committee and the Committee of t		
IGNATURE OF OWNER	APPLICANT SIGNATURE		DATE O SHIP I

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.

(B) 315601151

NEW hed FAR & WA

APPROVAL	CHECK	DATE OBTAINED	BY
And the same of th	And the second s	Control of the second s	est in the country year to a street out (generally as the country) as a place of the country year of the country of the countr
Electrical			
Plumbing			
Fire Department			
Water			
Planning			
Conservation			No. of the contract of the con
Public Works		·	
Health			
Licensing		*	
Other			
VI. ZONING REVIE	And the second of the second o	The transplace of the discretion of the power signs for the post of the section of the discretion of the discretion of the section of the sec	en en la la reconstitue de la companya de la constitución de la consti
DISTRICT:	USE		
FRONTAGE:		LOT SIZE:	e menungan banakan dalam sajaran yang kang an menungan kanananan banak sepanah yang panas mendilan bana dan mej
SETBACKS:	All and a second control of the second contr	·	
FRONT:	LEFT SIDE:	RIGHT SIDE:	REAR:
PERCENTAGE OF I	OT COVERAGE PRI	MARY BUILDING	
VARIANCE HISTOR		terrane and another terrane process of the section	and the second s
VII. WORKER'S CO	MPENSATION INSUE	RANCE AFFIDAVIT	
	HEREDIM CVE		The Control of the Co
	with a principal place of bus	The same of the sa	and the second s
(City/State/Zip) do he	reby certily, under the pains	and penalties of penjury, that,	
		ensation coverage for my emp	lovees working on this job
		0 , , ,	or tally or tally job.
		Palicy Number	
Insurance Company	ctor and have no one wo	Policy Number	
Insurance Company	etor and have no one wo	orking for me.	the contractors listed below who
Insurance Company [X] I am a sole proprie [] I am a sole proprie	ctor, general contractor,	orking for me. or homeowner and have hired	i the contractors listed below who
Insurance Company [X] I am a sole proprie [] I am a sole proprie		orking for me. or homeowner and have hired	i the contractors listed below who
Insurance Company [X] I am a sole proprie [] I am a sole proprie	ctor, general contractor,	orking for me. or homeowner and have hired	i the contractors listed below who
Insurance Company [X] I am a sole proprie [] I am a sole proprie have the following wor	ctor, general contractor,	orking for me. , or homeowner and have hiredurance policies:	
Insurance Company [X] I am a sole proprie [] I am a sole proprie	ctor, general contractor,	orking for me. , or homeowner and have hiredurance policies:	i the contractors listed below who
Insurance Company [X] I am a sole proprie [] I am a sole proprie have the following wor	ctor, general contractor,	orking for me. or homeowner and have hiredurance policies: Insurance Compa	

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 crossinal 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 line of \$100.00 and a against me.

Signed this

day of

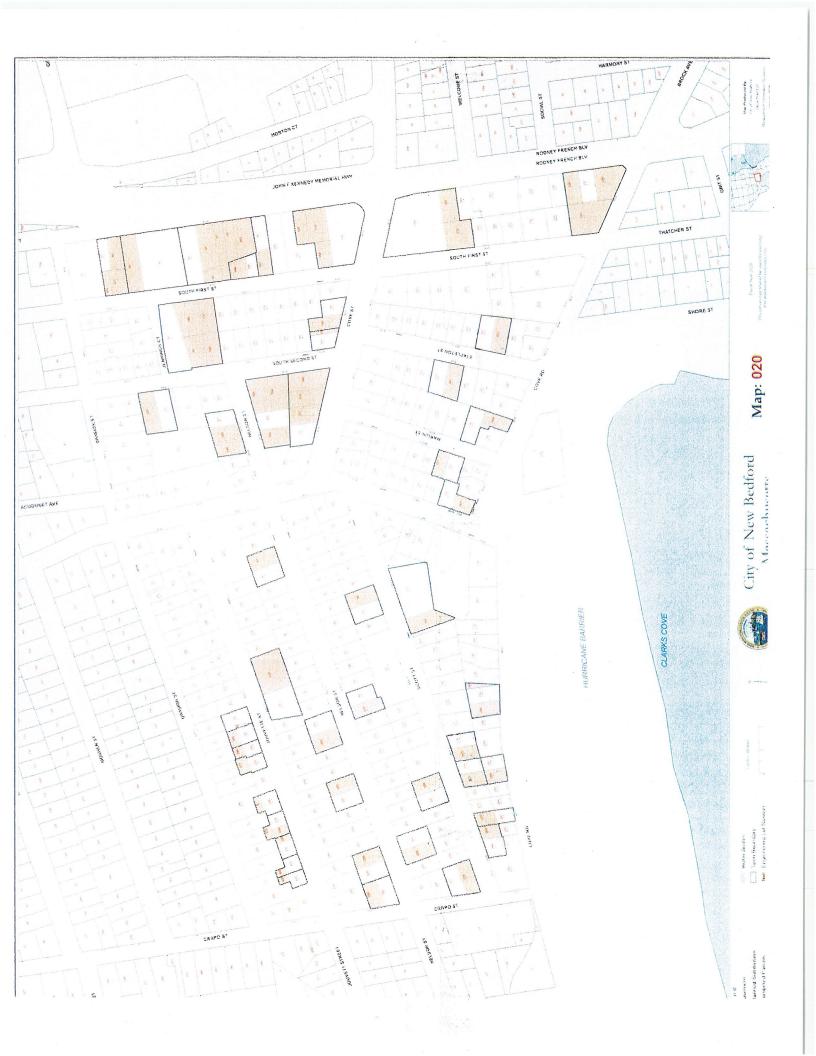


The Commonwealth of Massachusetts Department of Industrial Accidents 1 Congress Street, Suite 100 Boston, MA 02114-2017

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): WARTILES HEREOTA CUE	
Address: 31 SWII ST	
City/State/Zip: NEW bed Ford UA Phone #: 1724	-520-8178
Are you an employer? Check the appropriate box:	Type of project (required):
I am a employer withemployees (full and/or part-time).*	7. New construction
2 ann a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp insurance required.]	8. Remodeling
3 1 am a homeowner doing all work myself. [No workers' comp. insurance required.]	9. Demolition
4 I am a homeowner and will be hiring contractors to conduct all work on my property. I will	10 Building addition
ensure that all contractors either have workers' compensation insurance or are sole proprietors with no employees.	11. Electrical repairs or additions
5 1 am a general contractor and I have hired the sub-contractors listed on the attached sheet.	12. Plumbing repairs or additions 13. Roof repairs
These sub-contractors have employees and have workers' comp. insurance.	14. Other Change of
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.]	use
*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation. Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors. Contractors that check this box must attached an additional sheet showing the name of the sub-contractors 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 employer.	rs must submit a new affidavit indicating such s and state whether or not those entities have
information.	
Insurance Company Name:	
Policy # or Self-ins. Lie. #:	ration Date:
Job Site Address:City/	State/Zip:
Attach a copy of the workers' compensation policy declaration page (showing th	
Failure to secure coverage as required under MGL c. 152, §25A is a criminal violation and/or one-year imprisonment, as well as civil penalties in the form of a STOP WOR	on punishable by a fine up to \$1,500.00
day against the violator. A copy of this statement may be forwarded to the Office of I	investigations of the DIA for insurance
coverage verification.	
I do hereby certify under the pains and penalties of perjury that the information pro	ovided above is true and correct.
Signature Date	The second secon
Phone # 174-530-8178	
Official use only. Do not write in this area, to be completed by city or town official	ial.
City or Town: Permit/License #	
Issuing Authority (circle one): 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical 6. Other	Inspector 5. Plumbing Inspector
Contact Person: Phone #:	





Rev. 1343D17

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "Agreement") is made this / day of June 20.21, by
and between:
Landlord: an Kindividual entity located at [Address] ("Landlord") and Tenant: an Kindividual entity located at [Address] ("Tenant").
Landlord: an Mundivioual Li entity located at [Address] ("Landlord") and
Martisco Heredia- Cuevas
Tenant: an ⊠ individual □ entity located at [Address] ("Tenant").
In consideration of the mutual covenants herein contained, the parties agree as follows:
1. Demised Premises. The premises leased shall consist of: (Check one)
An office space in the building complex A retail store in the building complex A restaurant in the building complex A restaurant in the building complex Operate
☐ An office space in the building complex
A retail store in the building complex
☐ A restaurant in the building complex
☐ An industrial space in the building complex
☐ A <u>warehouse</u> , in the building complex
Other Machanic Shape
Douler That though a solution
(5) known as "
(the "Demised Premises"). Located 31 Scott St New Bostond Md. 02744.
(the "Demised Premises"). Located 31 SCOH St New Boston UL 02744.
A) Size of Premises. The Demised Premises consists of approximately 4400 square feet and
comprises approximately% of the total leasable area in the building or complex. The
square footage of the Demised Premises shall be determined by measuring from the outside of all
exterior walls to the centerline of any demising walls. Landlord's architect or building contractor may
measure the Demised Premises to make a final determination of the size.
and the state of t
B) Reserved Uses. Landlord reserves to itself the use of the roof, exterior walls, and the area above
and below the Demised Premises, together with the right to install, maintain, use, repair, and replace
pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and
which serve either the Demised Premises or other parts of the building or complex.
C) Common Area. (Check one)
☐ Landlord grants to Tenant the non-exclusive right to use, in common with all other tenants or
occupants of the Real Property, the Common Area of the Real Property. The term "Common Area"
shall mean all areas and improvements in the Real Property, which are not leased or held for lease to
tenants. The Common Area shall at all times be subject to the exclusive control and management of
Landlord, and Landlord shall have the right from time-to-time to change the sizes, locations, shapes,
and arrangements of the Common Area, restrict parking by Tenant and other tenants to designated

enforce such rules and req	uirements as Landlord	to the Common Area and adopt, modifi- in its sole discretion deems advisable. In differential reasonably clear of debris.	
	The term "Common A	pes <u>NOT</u> include the use by Tenant of all real shall mean all areas and improvemase to tenants.	
D) Parking Spaces. (Chec	k one)		
☐ Tenant, including its gue	sts, employees, agents	s, and cu s tomers does <u>NOT</u> have the ri	ght to use
any parking space(s) on the	e Real Property.		
enant, including its gue	sts, employees, agents	s, and cu s tomers has the right to use: (0	Check one)
Any parking space(5)		
	Number] of the parking	space(s)	
Other:			
		e □ building parking lot □ adjacent surf (□ on a reasonable non-exclusive first	
Sublet (Check one)			
☐ Tenant may assign		space(s). Tenant accepts and understa the Tenant and such parking privileges	
3		rking space(s). Tenant accepts and und e Tenant and such parking privileges ma	
Fee (Check one)			
Tenant will pay Land	dlord a fee of \$	on a: (Check one)	
	for the use of such parl		
	is for the use of such p		
·	sis for the use of such p		
		use of such parking privileges	
Tenant will NOT pay	/ Landlord a fee for the	use of such parking privileges.	
E) Storage Facilities. (Che	eck one)		
☐ This Agreement and the the Real Property.	Dernised Premises doe	es <u>NOT</u> include the use of any storage	facilities on

INITIAL DATE

15

☐ Landlord agrees that during the term of this agreement, Tenant has the right to store personal	
property in the 31 Scott [Description of storage facilities] at their own risk. Landlord will not be	
responsible for any loss, theft, or damage of items stored by the Tenant.	
Fee (Check one)	
☐ Tenant will pay Landlord a fee of \$ 3000 on a: (Check one)	
☐ Daily basis for the use of such facilities.	
☐ Weekly basis for the use of such facilities.	
Monthly basis for the use of such facilities.	
Other: basis for the use of such facilities.	
☐ Tenant will NOT pay Landlord for the use of such facilities.	
2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord,	
the Demised Premises according to the terms and conditions of this Agreement.	
and containing to the terms and containers of this Agreement.	
3. Term of Lease. The term of this Agreement shall commence on June 1, 20 2 o	
"Commencement Date") and ending at midnight or Jow 1 , 20.25 ("Termination Date").	
(Termination Date).	
Renewal (Check one)	
☐ This Lease may NOT be renewed.	
2. This Lease may be renewed.	
A) Renewal. Provided Tenant is not in default in the performance of this Agreement, Tenant shall	
have the option to renew this Agreement for an additional year term(s) commencing	
on the Termination Date by providing notice as described in subsection B herein.	
and any process and added to the angle of the form.	
Rent Increase (Check one)	
Rent will NOT be increased. All of the terms and conditions of this Agreement shall apply	
during each renewal term	
Rent will be increased. All of the terms and conditions of this Agreement shall apply during	
each renewal term, except that the Base Rent shall be increased by: (Check one)	
% each renewal term when taxes increase	
each renewal term.	
B) Notice of Renewal. The option to renew this lease pursuant to subsection A above shall be	
exercised by providing written notice given to Landlord not less than days prior to	
the Termination Date. If written notice is not given in the manner provided herein within the time	
specified, this option shall lapse and expire.	
Rental Terms. With respect to the terms of the rental:	
A) Base Rent. Tenant shall pay to Landlord, from the Commencement Date and throughout the term	
of this Agreement, \$ \$3000 °C, payable on a (Check one)	
- International Contractions of the Contraction of	
☐ Weekly ☐ Quarterly ☐ Quarterly	
© Monthly ☐ Semi-annual	
(13-)	

☐ Yearly ☐ Other:
basis ("Base Rent"). Base Rent is due no later than the
B) Operating Cost. Operating costs shared by the building are: (Check one)
Landlord for Tenant's proportionate share of Operating Cost. Tenant's initial monthly estimate for Operating Cost is \$
☐ Included in the base rent. Landlord shall pay all Operating Cost on the Real Property. "Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting repairing, maintaining and policing the Real Property, including the exterior of the Real Property and the common areas, and specifically including, without limitation, items of expense for or related to: insurance premiums and deductibles, management, bookkeeping.
C) Taxes. (Check one)
andlord shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon.

	☐ Tenant shall pay all real estate taxes and assessments levied against all or any part of the
	Demised Premises, the Real Property, and the improvements thereon.
	and the improvements thereon.
	Tax Included in Rent (Check one)
	Taxes are NOT included in Rent. All such tax obligations shall be payable in addition to the
	Rent paid under this Agreement.
	Taxes are included in Rent. Such taxes and assessments are included in the Rent and shall
	be paid directly by Landlord
	☐ Taxes are included in Rent, including any increase in real estate property tax. In the event
	there is any increase during any year of the term of this Agreement in real property taxes over
	and above the amount of such taxes assessed for the tax year during which the term of this
	Agreement commences, whother because of increased arts and arts.
	Agreement commences, whether because of increased rate, valuation or otherwise, Tenant shall
	pay to Landlord upon presentation of paid tax bills an amount equal to the increase in taxes upon
	the land and the Real Property, proportioned or designated to upon which the Demised Property
	is situated. In the event that such taxes are assessed for a tax year extending beyond the term of
	this Agreement, the obligation of Tenant shall be proportionate to the portion of the lease term
	included in such year. All such tax obligations of Tenant hereunder shall be added to and become
	part of the Rent paid under this Agreement.
	· · · · · · · · · · · · · · · · · · ·
	D) Payment of Rent. Base Rent and Operating Cost under this Agreement may collectively be
	referred to as "Rent" or "Rents ". All Rents shall be made payable to Landlord and delivered to the
	address stated above or to coethes address as I as I lead to be
	address stated above or to another address as Landlord may designate upon reasonable notice to
	Tenant.
	Operating Costs Statements (Check one)
	☐ Not applicable. Operating costs shared by the building are <u>NOT</u> included in the Base Rent.
	☐ Landlord agrees, on request, to provide statements to Tenant as to the manner of computation of
	any and all charges due from Tenant under the terms of this Agreement, and an itemization of the
	various costs included therein. Landlord shall provide such statements on a/an: (Check one)
	(Orlook Sile)
	☐ Monthly basis ☐ Quarterly basis ☐ Annual basis ☐ Other:
	y soots to fund basis of Office.
	E) Partial Paymente Any partial research
	E) Partial Payments. Any partial payments shall be applied to the earliest installment due, and no
	endorsement or statement on any check or any letter accompanying any check or payment as to
	same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment
	without prejudice to Landlord's right to recover the balance of such installment and any other amounts
	then due or to pursue any other remedy of Landlord set forth in this Agreement.
	F) Past Due Payments. If any amount due under this Agreement remains unpaid days
	after it is due, a late charge equal to (Check one) % of the monthly rent
	per day ("Late Charge"), not to exceed the maximum amount allowed by law, shall
	be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord
	(including all Late Charges). In addition, all sequing pharages than 7
	(including all Late Charges). In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.
	The series and be paid by renant.
	The state of the s
IN	THAL DATE OF STATE
	amount 1

Bk: 13438 Pg: 258

: 25178

DEED

Southern Bristol Registry of Deeds

Electronically Recorded Document

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Recording Information

Document Number Document Type Recorded Date

Recorded Date : October 13, 2020 Recorded Time : 01:59:37 PM

Recorded Book and Page : 13438 / 258

Recorded Book and Page
Number of Pages(including cover sheet)
Receipt Number
: 134
: 4

Receipt Number : 110399
Recording Fee (including excise) : \$155.00

MASSACHUSETTS EXCISE TAX

Bristol ROD South 001
Date: 10/13/2020 01:59 PM
Ctrl# Doc# 00025178
Fee: \$.00 Cons: \$1.00

Southern Bristol Registry of Deeds Frederick M. Kalisz, Jr., Register 25 N. 6th Street New Bedford, MA 02740 508-993-2603 www.NewBedfordDeeds.com

QUITCLAIM DEED

We, JULIO BARBOSA and NELIA BARBOSA of 10 Fieldstone Farm Road, Dartmouth, Massachusetts 02748

for consideration paid and in full consideration of One and 00/100 (\$1.00) Dollar

grant to JULIO BARBOSA and NELIA BARBOSA, husband and wife of 10 Fieldstone Farm Road, Dartmouth, Massachusetts 02748, as Tenants by the Entirety

with QUITCLAIM COVENANTS

The lands, with any buildings thereon, in New Bedford, Bristol County, Massachusetts, bounded and described as follows:

PARCEL ONE:

BEGINNING at the southwesterly corner of this lot, at a point in the north line of Scott Street and at land now or formerly of Antone Medeiros; thence

NORTHERLY in line of said Medeiros land, eighty (80) feet to land now or

formerly of one Beaulieu; thence

EASTERLY in line of said Beaulieu's land, forty and 42/100 (40.42) feet;

thence

SOUTHERLY by land now or formerly of one Carcason, eighty (80) feet to the

north line of said Scott Street; and thence

WESTERLY in said north line, forty and 42/100 (40.42) feet to the place of

beginning.

Containing 11.875 square rods, more or less.

Bk: 13438 Pg: 260

PARCEL TWO:

BEGINNING at the southwesterly corner of this lot at a point in the north line of Scott Street and at the southeasterly corner of land now or formerly of Moses W. Snailharn; thence

NORTHERLY in line of said Snailharn land, eighty (80) feet to land now or

formerly of one Sylvia; thence

EASTERLY in line of said Sylvia's land, forty and 42/100 (40.42) feet to land

of one Perry; thence

SOUTHERLY in line of said Perry's land, eighty (80) feet to the north line of

Scott Street; and thence

WESTERLY in said north line, forty and 42/100 (40.42) feet to the place of

beginning.

Containing 11,875 square rods, more or less.

Being the same premises conveyed to Grantors by deed of Jacqueline E. Bertrand as trustee of the Jacqueline E. Bertrand 2006 Revocable Trust dated April 27, 2020 and recorded in said Registry of Deeds in Book 13195, Page 64. The purpose of this deed is to create a tenancy, which was inadvertently omitted from the aforesaid deed.

Bk: 13438 Pg: 261

Witness our hands and common seals this /3 77+ day of October 2020.

rulio Barbosa

Nelia Barbosa

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss.

October/3 2020

On this day before me, the undersigned Notary Public, personally appeared Julio Barbosa and Nelia Barbosa, and proved to me through satisfactory evidence of identification, which was a

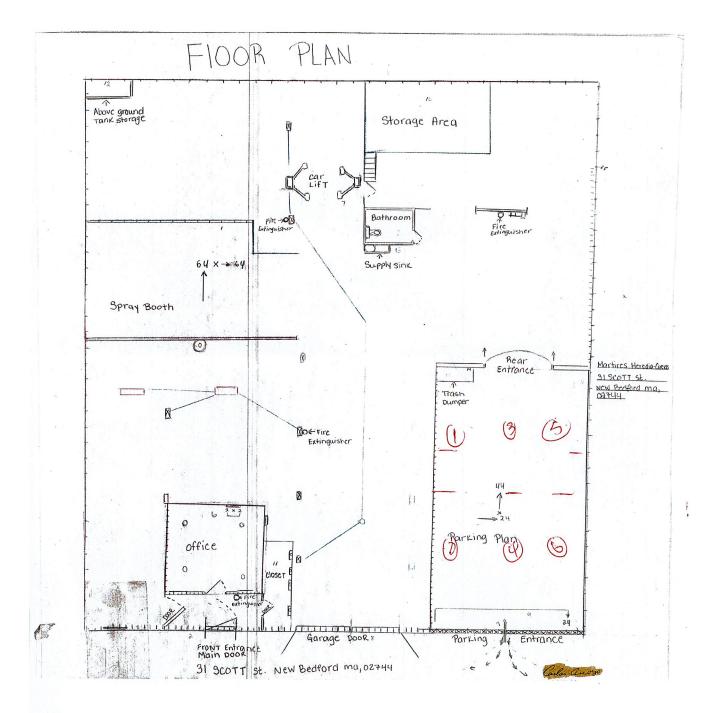
photographic identification with signature issued by a federal or state governmental agency, \Box oath or affirmation of a credible witness, \Box personal knowledge of the undersigned, to be the person(s) whose name(s) is/are signed above and acknowledged to me that he/she/they signed it voluntarily for its stated purpose and it was his/her/their free act and deed.

My Commission Expires:

A true copy of instrument as recorded in

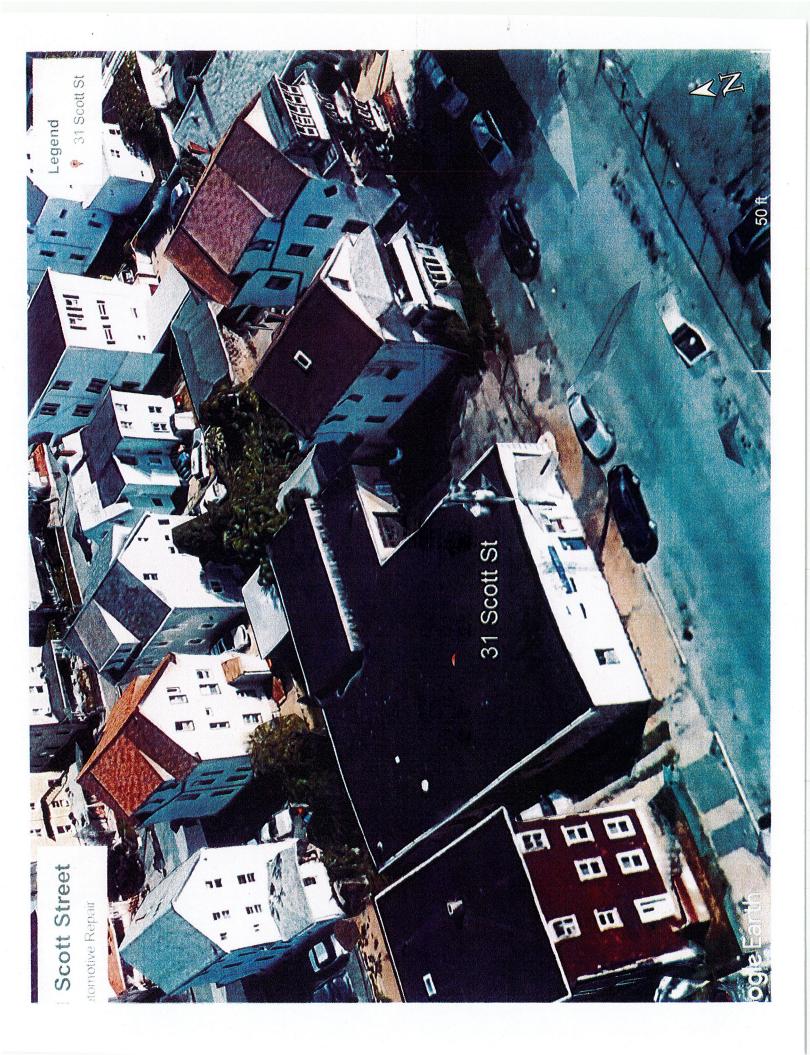
in Book ATTEST:

Bristol County (S.D.) Registry of Deeds









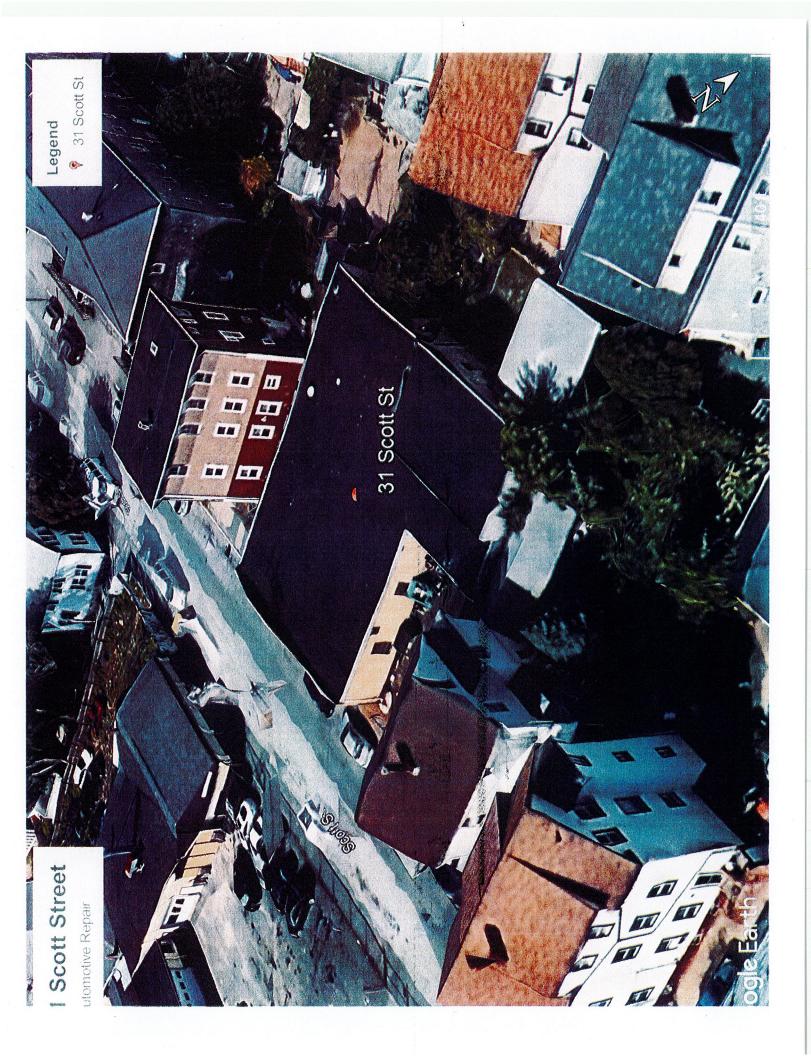






Image capture: Oct 2019 @ 2021 Google

New Bedford, Wassachusetts



Street View - Oct 2019

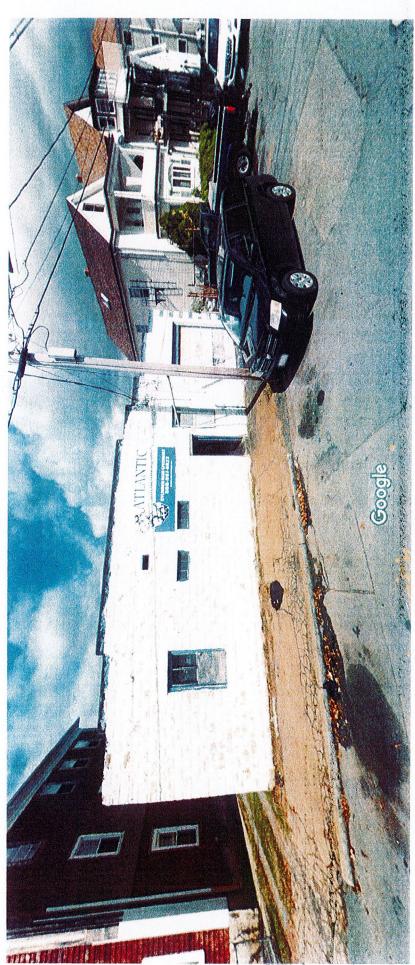


Image capture: Oct 2019 @ 2021 Google

New Bedford, Wlassachusetts

Google Google

Street View - Oct 2019

ational Flood Hazard Layer FIRMette



OTHER AREAS OF FLOOD HAZARD OTHER AREAS GENERAL FEATURES MAP PANELS 1:6,000 A STATE OF THE PROPERTY OF THE AREA OF MINIMAL FL Feet Zone AE (EL9 Feet)

Legend

SEE FIS REPORT FOR DETAILED LEGENO AND INDEX MAP FOR FIRM PANEL LAYOUT

Without Base Flood Elevation (8FE)

HAZARD AREAS SPECIAL FLOOD

With BFE or Oepth Jone AE AO, AH, VE, AR Regulatory Flooriway

0.2% Annual Chance Flood Hazard, Areas depth less than one foot or with drainage of 1% annual chance flood with average areas of less than one square mile Future Conditions 1% Annual

Chance Flood Hazard

Area with Reduced Flood Risk due to Area with Flood Risk due to Levee. Levee. See Notes.

NO SCREEN Area of Winimal Flood Hazard Effective LOWIRS

Area of Undetermined Flood Hazard

Channel, Culvert, or Storm Sewer STRUCTURES (111111) Levee, Dike, or Floodwall Cross Sections with 1% Annual Chance Water Surface Elevation

Base Flood Elevation Line (BFE) Coastal Transect Limit of Study

Coastal Transect Baseline Jurisdiction Boundary

Hydrographic Feature Profile Baseline

OTHER

Digital Data Available

No Digital Data Available

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

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

authoritative NFHL web services provided by FEMA. This map reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or The flood hazard information is derived directly from the was exported on 8/30/2021 at 5:04 PM and does not become superseded by new data over time. This map image is void if the one or more of the following map elements do not appear; basemap imagery, flood zone labels, FIRM panel number, and FIRM effective date. Map images for legend, scale bar, map creation date, community identifiers, unmapped and unmodernized areas cannot be used for

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COMMITTEE ON APPOINTMENTS & BRIEFINGS

RECEIPT

DATE: 4/4/2023
OWNER(S): Hekedia - Cuevas Martires BUSINESS NAME: DOMINIC Auto Services
BUSINESS NAME: DOMINIC AUTO SETVICES
BUSINESS ADDRESS: 31 Scott St 02744
FOR MOTOR VEHICLE: Sales and/or Rentals
Body Repair
General Repair
Light Service
AMOUNT RECEIVED: Seven Hundred Dollars (\$700.00) Maclic Taylar
Angelic Taylor
Administrative Manager