



# ZONING BOARD OF APPEALS

CITY OF NEW BEDFORD  
JONATHAN F. MITCHELL, MAYOR

SUBMIT TO:  
Planning Department  
133 William Street  
Room 303  
New Bedford, MA 0274

Appeal Nr. 4187

## Petition for a **Special Permit**

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

The undersigned petitions the Board of Appeals 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:

### 1. Application Information

Street Address: 67 Brigham Street New Bedford MA  
Assessor's Map(s): 39 Lot(s) 255 0274  
Registry of Deeds Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Zoning District: RB  
Applicant's Name (printed): Pebbles L Stevens  
Mailing Address: 67 Brigham Street New Bedford MA 02740  
(Street) (City) (State) (Zip)  
Contact Information: 1-774-201-0331 PLSNP18@Yahoo.com  
Telephone Number Email Address

Applicant's Relationship to Property:  Owner  Contract Vendee  Other Leasee

List all submitted materials (include document titles & volume numbers where applicable) below

Empty box for listing submitted materials.

CITY CLERKS OFFICE  
NEW BEDFORD, MA  
15 MAY 29 P 2:32  
CLERK

By signing below, I/we acknowledge that all information presented herein is true to the best of my/our knowledge. I/we further understand that any false information intentionally provided or omitted is grounds for the revocation of the approval(s). I/we also give Planning Division staff and Zoning Board Members the right to access the premises (both interior and exterior) at reasonable times and upon reasonable notice for the purpose of taking photographs and conducting other visual inspections.

5/28/15  
Date

[Signature]  
Signature of Applicant

2. Dimensions of Lot(s) \_\_\_\_\_ Area 1200  
Frontage \_\_\_\_\_ Depth \_\_\_\_\_ Sq. Ft. \_\_\_\_\_

3. Number of buildings on lot one

4. Size of existing buildings 1200 Sq feet

5. Size of proposed buildings N/A

6. Present use of premises Commercial

7. Proposed use of Premises Commercial

8. Extent of proposed alterations None

9. Existing number of dwelling units & bedrooms 0 Proposed None

10. For commercial uses, please complete the following:

	Existing	Proposed
a) Number of customers per day:	_____	<u>20-25</u>
b) Number of employees:	_____	<u>3</u>
c) Hours of operation:	_____	<u>1pm-7pm</u>
d) Days of operation:	_____	<u>5</u>
e) Hours of deliveries:	_____	<u>7am-5pm</u>
f) Frequency of deliveries: <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Other: _____		

11. Planning Board Site Plan Review and Special Permits:  
 The applicant is also requesting Site Plan Review and Special Permit(s) from the Planning Board. If so, specify below: ZBA

12. Have plans been submitted to the Department of Inspectional Services? NO

13. Has the Department of Inspectional Services refused to issue a permit? NO

14. Provisions of the Zoning Ordinance under which a petition for a Special Permit is made  
\_\_\_\_\_  
\_\_\_\_\_

15. Explain the need for the Special Permit and what modifications are proposed  
Site is Residentially Zoned but will be Commercial use

16. Verification of Ownership. By signing this application the petitioner is stating that they have read and understand this application and the accompanying instructions and information. If petition is granted, the approvals are specific to the plans submitted, unless the Board states otherwise. Also, if granted, that the Special Permit must be recorded and acted upon within one year.

This section is to be completed & signed by the property owner(s):

I hereby authorize the following Applicant: ELAN WELLNESS CENTER

at the following address: 67 BRIGHAM ST. NEW BEDFORD, MA 02740

to apply for: SPECIAL PERMIT

on premises located at: 67 BRIGHAM ST. NEW BEDFORD, MA 02740

in current ownership since: APRIL 2006

whose address is: 67-69 BRIGHAM ST., NEW BEDF

for which the record title stands in the name of: ARMENIA PEREIRA

whose address is: 29430 SOUTH CHRISTIAN ROAD, TRACY, CA 95376

by a deed duly recorded in the:

Registry of Deeds of County: BRISTOL Book: 9859 Page: 232

OR Registry District of the Land Court, Certificate No.: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

I/we acknowledge that all information presented herein is true to the best of my/our knowledge. I/we further understand that any false information intentionally provided or omitted is grounds for the revocation of the approval(s). I/we also give Planning Department staff and Planning Board Members the right to access the premises (both interior and exterior) at reasonable times and upon reasonable notice for the purpose of taking photographs and conducting other visual inspections.

6-3-15  
Date

Armenia Pereira  
Signature of Land Owner (If authorized Trustee, Officer or Agent, so identify)

**See Attached Notarial Certificate**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Joaquin )

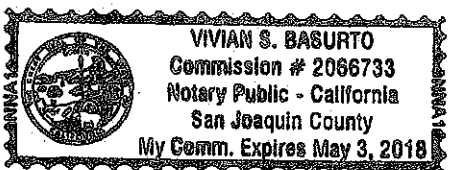
On 6/3/2015 before me, Vivian S. Basurto, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Armenia M. Pereira
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Vivian Basurto
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Special Permit Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

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16. Verification of Ownership. By signing this application the petitioner is stating that they have read and understand this application and the accompanying instructions and information. If petition is granted, the approvals are specific to the plans submitted, unless the Board states otherwise. Also, if granted, that the Special Permit must be recorded and acted upon within one year.

CITY CLERKS OFFICE  
 NEW BEDFORD, MA  
 MAY 29 P 2:32  
 CITY CLERK

This section is to be completed & signed by the property owner(s):

I hereby authorize the following Applicant: \_\_\_\_\_  
 at the following address: \_\_\_\_\_  
 to apply for: \_\_\_\_\_  
 on premises located at: \_\_\_\_\_  
 in current ownership since: \_\_\_\_\_  
 whose address is: \_\_\_\_\_  
 for which the record title stands in the name of: \_\_\_\_\_  
 whose address is: \_\_\_\_\_  
 by a deed duly recorded in the:

Registry of Deeds of County: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_  
 OR Registry District of the Land Court, Certificate No.: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

I/we acknowledge that all information presented herein is true to the best of my/our knowledge. I/we further understand that any false information intentionally provided or omitted is grounds for the revocation of the approval(s). I/we also give Planning Department staff and Planning Board Members the right to access the premises (both interior and exterior) at reasonable times and upon reasonable notice for the purpose of taking photographs and conducting other visual inspections.

\_\_\_\_\_  
 Date Signature of Land Owner (If authorized Trustee, Officer or Agent, so identify)

## APPENDIX

(1) Owner's/Landlord's Name Carlos and Armenia Pereira

(2) Title Reference to Property \_\_\_\_\_

(Attach copy of Deed, Certificate of Title & most recent Recorded Plans showing affected lot or lots)

(3) If the Applicant is Not the Owner, Provide:

1. Notarized authorization letter from owner to tenant or buyer for application for this permit, on letterhead.
2. Copy of Purchase & Sale Agreement or lease, where applicable.
3. Copy of the deed or deeds of abutting parcels if said parcels have been held in common ownership with the subject property at any time since January 1, 1976.

QUITCLAIM DEED

I ARMENIA PEREIRA, of 29430 S. Chrisman Rd., Tracy, California grant to ARMENIA M. PEREIRA, as Trustee of THE ARMENIA M. PEREIRA LIVING TRUST, U/A dated September 29, 2010 of 29430 S. Chrisman Rd., Tracy, California\* with QUITCLAIM covenants the land with the buildings thereon situated in New Bedford Bristol County, Massachusetts, bounded and described as follows: *at for consideration of \$1.00*

Beginning at the point of intersection of the west line of Brigham Street and the north line of Ryan Street which point is the southeast corner of the lot to be described ; thence running

NORTHERLY in said west line of Brigham Street, Forty-Two and 75/100 (42.75) feet to a corner; thence running

WESTERLY Ninety (90) feet to a corner; thence running

SOUTHERLY Forty-Two and 75/100 (42.75) t said north line of Ryan Street; and thence running

EASTERLY in said north line of Ryan Street Ninety (90) feet to the west line of Brigham Street and the point of beginning.

Containing fourteen and 13/100 (14.13) rods, more or less.

Said premises are shown as Lot No. 58 on plan of land A.B. Kenyon on file in Bristol County S.D. Registry of Deeds, Plan 7, Page 30.

FOR TITLE, see Deed recorded with Bristol County (S.D.) Registry of Deeds in Book 6112, Page 43.

PROPERTY ADDRESS: 67-69 BRIGHAM STREET, NEW BEDFORD, MA 02740

WITNESS my hand and seal this 29<sup>th</sup> day of September, 2010.

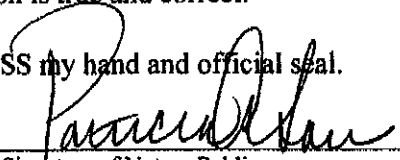
  
ARMENIA PEREIRA

NOTARY ACKNOWLEDGMENT ATTACHED

STATE OF CALIFORNIA )  
COUNTY OF SAN JOAQUIN )


On this 27 day of Sept., 2010, before me PATRICIA A. SPEER, a Notary Public in and for said State, personally appeared ARMENIA M. PEREIRA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I declare UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
  
\_\_\_\_\_  
Signature of Notary Public



A true copy of instrument as recorded in  
Bristol County (S.D.) Registry of Deeds  
in Book 9859 Page 232

ATTEST:  
  
REGISTER



## LEASE AGREEMENT

This indenture made on April 15 2015, by and between **Carlos and Armenia Pereira** of 29430 South Chrisman road, Tracy, California 95304, hereinafter called "**LANDLORD**", which expression shall include their heirs, successors and assigns where the context so admits, and **Pebbles Stevens** OF 42 J Drive, Westport, Massachusetts 02790, doing business as Elan Wellness Center, hereinafter called "**TENANT**", which expression shall include its successors and assigns where the context so admits.

### **WITNESSETH**

That in consideration of the rent and covenants herein reserved and contained on the part of the **TENANT** to be paid and performed, the **LANDLORD** does hereby lease, demise, and let unto the **TENANT**, premises comprising the entire first floor at 67 Brigham Street, New Bedford, Bristol County, Massachusetts 02740, hereinafter referred to as the "Premises".

To have and hold, the demised premises unto the **TENANT** for a term of **five(5) years**, commencing on **May 1, 2015** and ending on **April 30, 2020**. The **TENANT** covenants and agrees to pay the **LANDLORD** as a rent for the demised premises the following rent ( **due on or before the first day of each month**):

### **SECURITY DEPOSIT**

**TENANT TO PAY \$2,000 (TWO THOUSAND) DOLLARS AS SECURITY DEPOSIT AND GUARANTEE THAT UPON LEAVING PREMISES WILL BE LEFT CLEAN AND FRESHLY PAINTED.**

### **RENT SCHEDULE**

May 1, 2015 to April 30, 2017 the sum of \$1,200 per month. May 1, 2017 to April 30, 2018 the sum of \$1,300 per month. May 1, 2018 to April 30, 2019, the sum of \$1,350 per month. May 1, 2019 to April 30, 2020 the sum of \$1.400 per month.

**Option to renew:** TENANT shall have an exclusive option to renew this lease at its fair market value for a two ( 3 ) year period by providing written notice, return receipt requested, not later than **May1 , 2019**, to the **Landlord** at the **Landlords** address listed herein, which notice shall state **tenants'** intent to renew. If the parties are unable to agree a fair rental value during the renewal term they shall jointly select a real estate familiar with Commercial rental rates for the area, who shall determine said rental and whose determination shall be binding upon the parties.

**Definitions.** As used herein, the following terms shall have the meanings ascribed to them:

**"TENANTS IMPROVEMENTS"** shall mean all buildings, structures, improvements, roads and items to the property, whether real or personal, including any temporary office permanently attached to the demised premises, but not including any surfacing material used to cover the demised premises or a portion thereof, as TENANT may hereafter construct or otherwise permanently attached to the demised premises.

**MAINTENANCE AND REPAIRS.** Landlord shall maintain the demised premises and **LANDLORD'S IMPROVEMENTS** good repair, reasonable wear and tear accepted, and shall at his own cost and expense promptly make all necessary repairs thereto. Tenant shall be responsible for **grounds maintenance as well driveway, walkway and stairways snow plowing and shoveling, sanding and salting included.** Tenant shall maintain, to the exception of the Landlord, the Tenant's improvements in good repair, reasonable wear and tear accepted and Tenant shall at its own cost and expense make all necessary repairs, interior, exterior ordinary as well as extraordinary to heat and heating system, air conditioning installation and or repair to the existing system and shall be responsible for all renovations, so-called build out, heat and heating system, air conditioning installation and repair as well as wheel chair elevator repair and yearly inspections.

**UTILITIES.** Tenant shall be responsible for gas, electric, heat, air conditioning, phone, etc, and all maintenance and repairs made to them. The provisions of this section shall not apply to repairs or reconstruction in the event of eminent domain, fire or other casualty or as herein otherwise

specifically provided.

**WATER AND OTHER UTILITIES.** Tenant shall pay for all water, electricity and other utilities consumed by Tenant on the demised premises during the term. (until separate metering is in place to properly monitor individual water and sewage usage, the Landlord shall pay for all water and sewer bills to premises).

**NEW CONSTRUCTION AND ALTERATIONS.** During the term, Tenant may, with Landlord 's consent, which consent may not be unreasonably withheld, undertake construction of Tenant's improvements, make alterations thereto and take other actions with respect thereto. All Tenant's improvements and driveway resurfacing shall be performed in accordance with local ordinances.

**USES.** Tenant and Landlord agrees that the demised premises shall be used as a medical office complex, not to exceed use as described in the city of New Bedford Zoning Variance dated December 7, 2000. Any alterations to the Variance currently in place Landlord is in accord to, with the exception of funding any future construction, permits, build outs or attorney's fees to amend such alterations.

**TAXES.** Landlord shall be responsible for the payment of real estate taxes attributable to the premises.

**LIABILITY INSURANCE.** Tenant shall at all times during the term hereof carry at his own expense public liability insurance of not less than five hundred thousand (\$500,000.00) dollars for the injury or death of one person , and not less than one million (\$1,000,000.00) dollars for the injury or death of two or more persons arising out of a single accident or occurrence on the demised premises. The Landlord shall be named Loss Payee on said policy.

**REMOVAL OF TENANT'S IMPROVEMENTS.** Tenant may not remove any Tenant's improvements located on the demised premises.

**INSPECTION BY LANDLORD.** Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the demised premises at all reasonable times, upon reasonable notice and at reasonable intervals,

during usual business hours for the purpose of (a) inspecting the same, (b) making such repairs or reconstruction as is required or permitted to Landlord hereunder, and (c) performing any work therein that may be necessary by reason of Tenant's default under the terms of this Lease Agreement. Nothing herein shall imply any duty upon the part of the Landlord to do and such work which, under the provisions of this Lease Agreement, Tenant may be required to perform. In doing so, Landlord shall cause Tenant the least inconvenience practicable and shall perform all repairs or reconstruction as soon as reasonably possible.

**COMPLIANCE WITH ORDINANCES, ETC.** During the term, Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and Municipal governments and of any and all of their departments and bureaus applicable to Tenant's improvements and Tenant's use of said premises, for the correction, prevention and abatement of nuisances, violations or other grievances, in upon or connected with the use of said premises but only, however, to the extent that such results from the particular use of the Tenant.

**CASUALTY DAMAGE.** If the Tenant's improvements are damaged or destroyed by any insured against peril, then;  
If substantial damage or destruction to Tenant's improvements occurs, then Tenant shall have (30) days following such damage or destruction wherein to elect to terminate or rebuild. If Tenant elects not to rebuild, then Tenant may terminate this Lease Agreement as of the date of damage or destruction. If Tenant elects to rebuild, then the rent shall abate during the period of reconstruction. In the event this Lease Agreement is terminated under any option or election set forth in this article, then such termination shall be effective as of sixty (60) days after the date of the casualty. Tenant shall immediately notify the Landlord in case of fire or other damage to Tenant's improvements. Upon any rebuilding or repairing in accordance with this Lease Agreement, Tenant shall not be entitled to any damages from Landlord for any inconvenience caused thereby. If Tenant shall determine to remain on the demised premises, however the Landlord shall rebuild as quickly as possible the Tenant's improvements.

**ASSIGNMENT AND SUBLETTING.** The **Tenant** may not assign this Lease Agreement nor sublet the whole or any part or parts of the demised premises without the proper consent of the **Landlord**, which consent shall not be unreasonably withheld.


**QUIET ENJOYMENT.** **Landlord** covenants that **Tenant**, so long as **Tenant** is not in default hereunder, shall and may peaceably and quietly have, hold and enjoy said premises for and during the term.

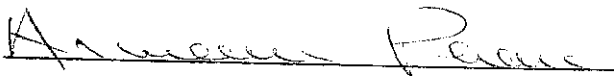
**TRASH REMOVAL.** **Tenant** is to contract a commercial trash removal company which will have the dumpster emptied at least one (1) time per week.

**DRIVEWAY.** **Tenant** will have sole use of the driveway spaces (4) during normal hours of operation (8-5pm, Monday-Friday).

In Witness Whereof, each of the parties hereto has caused this instrument to be duly executed as of the day and year first written.

**LANDLORD: CARLOS PEREIRA, ARMENIA PEREIRA**

Signature- 

Signature- 

Date- 4-15-15

**TENANT: Pebbles Stevens, doing business as Elan Wellness Center**

Signature- 

Print Name Pebbles Stevens NP

Date- 4/15/15

# REQUEST FOR CERTIFIED LIST OF ABUTTERS

Attach the Certified List of Abutters to this Certification Letter and Submit all.

The applicant shall complete the request form below, and submit to Planning Department, City Hall, 133 William Street, Room 303, so that a list may be created for use by the applicant.

I, Judith M. Sordahl, Administrative Assistant to the Board of Assessors of the City of New Bedford, 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.

Date: 5/29/2015

SUBJECT PROPERTY:

MAP 39 LOT 255

LOCATION 67 Brigham Street New Bedford, MA

OWNER'S NAME Pebbles L Stevens

MAILING ADDRESS 67 Brigham Street

CONTACT PERSON Pebbles Stevens

TELEPHONE NUMBER 774-201-0331

EMAIL ADDRESS PLSNP18@yahoo.com

REASON FOR REQUEST: ZBA special permit

CITY CLERKS OFFICE  
NEW BEDFORD, MA  
2015 MAY 29 P 2:32  
CITY CLERK

PLANNING

28 2015

DEPARTMENT

May 28, 2015  
Dear Applicant,

Please find below the List of Abutters within 300 feet of the property known as 67 Brigham Street (39-255). 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
39-256	59 BRIGHAM ST	CALVAO AMY, CALVAO KENNETH 59 BRIGHAM STREET NEW BEDFORD, MA 02740 -2207
39-254	71 BRIGHAM ST 73	SYLVIA PAUL G, SYLVIA DONNA M 22 ELMVIEW AVENUE NO. DARTMOUTH, MA 02747-3711
39-255	67 BRIGHAM ST 69	PEREIRA ARMENIA M "TRUSTEE", ARMENIA M PEREIRA LIVING TRUST 29430 S CHRISMAN ROAD TRACY, CA 95304-8138
39-258	12 RYAN ST 14	BUSSE DEIRDRE A, MEREDITH ELAINE R 12 RYAN ST NEW BEDFORD, MA 02740-2222
39-473	60 BRIGHAM ST	NEW BEDFORD OB/GYN REALTY LLC, C/O HAWTHORN MEDICAL ASSOCIATE 535 FAUNCE CORNER ROAD Attn: Finance Dept. DARTMOUTH, MA 02747-1242
39-252	17 RYAN ST	PIMENTEL JOSE F, PIMENTEL SUSAN P 17 RYAN ST NEW BEDFORD, MA 02740-2202
39-253	13 RYAN ST	COSTA JAMES F, CALNAN DOROTHY M 13 RYAN ST NEW BEDFORD, MA 02740-2202
39-18-A	52 BRIGHAM ST	PRL REALTY, LLC, 52 BRIGHAM STREET UNIT 1 NEW BEDFORD, MA 02740-2210
39-198	44 CARROLL ST	BENEVIDES SANDRA MARE, 44 CARROLL ST NEW BEDFORD, MA 02740-2248
39-201	52 CARROLL ST	OBRIEN WILLIAM D, OBRIEN ELIZABETH M 52 CARROLL ST NEW BEDFORD, MA 02740-2248
39-200	48 CARROLL ST 50	GRANT KATHRYN A, 48 CARROLL STREET NEW BEDFORD, MA 02740-2248
39-84	72 BRIGHAM ST	ILSLEY EDWARD J, ILSLEY PAMELA C 79 BROWNELL STREET NEW BEDFORD, MA 02740-2309

