



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. 4181

Petition for a **VARIANCE**

Date: 3/27/15

The undersigned petitions the Board of Appeals to grant a Variance 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: 129 East Clinton St

Assessor's Map(s): 45 Lot(s) 219

Registry of Deeds Book: 8428 Page: 325

Zoning District: Res A

Applicant's Name (printed): Mary S. Rapoza New Bedford, Ma

Mailing Address: 129 East Clinton St 02740
(Street) (City) (State) (Zip)

Contact Information: 774-263-4766 Telephone Number
mrapiroza@foxrunlandscapes.com Email Address

Applicant's Relationship to Property: Owner Contract Vendee Other

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

[Empty box for listing submitted materials]

CITY CLERKS OFFICE
NEW BEDFORD, MA
MAR 27 P 3:42
CITY 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.

3-27-15
Date

Mary Rapoza
Signature of Applicant

2. Dimensions of Lot(s) _____ Area 0.113 acres
 Frontage _____ Depth _____ Sq. Ft. _____
3. Number of buildings on lot _____
4. Size of existing buildings 2788 sq ft
5. Size of proposed buildings 5'x7'
6. Present use of premises residence
7. Proposed use of Premises shed for garden tools
8. Extent of proposed alterations shed will go on existing concrete driveway
9. Existing number of dwelling units & bedrooms 2/4 Proposed no change
10. For commercial uses, please complete the following:
- | | Existing | Proposed |
|---------------------------------|----------------------------------|---------------------------------------|
| a) Number of customers per day: | <u>Ø</u> | <u>Ø</u> |
| b) Number of employees: | <u>Ø</u> | <u>Ø</u> |
| c) Hours of operation: | <u>Ø</u> | <u>Ø</u> |
| d) Days of operation: | <u>Ø</u> | <u>Ø</u> |
| e) Hours of deliveries: | <u>Ø</u> | <u>Ø</u> |
| f) Frequency of deliveries: | <input type="checkbox"/> Daily | <input type="checkbox"/> Weekly |
| | <input type="checkbox"/> Monthly | <input type="checkbox"/> Other: _____ |

11. Planning Board Site Plan Review and Special Permits:

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

12. Have plans been submitted to the Department of Inspectional Services? Yes
13. Has the Department of Inspectional Services refused to issue a permit? Yes

14. Explain what modifications are proposed that would require the requested Variance:

Shed will be in side yard
as no back yard on property.
Shed will be more than 13' from
any existing property line.

15. State your hardship in accordance with Mass General Laws Chapter 40A Section 10. (Reference the attached "Required Findings For Granting a Variance").

*No back yard on lot
Shed must go in side yard*

16. Complete for ALL the portions for which you are requesting a Variance:

	<u>Existing</u>	<u>Allowed/Required</u>	<u>Proposed</u>
Lot Area (sq ft)			
Lot Width (ft)			
Number of Dwelling Units			
Total Gross Floor Area (sq ft)			
Residential Gross Floor Area (sq ft)			
Non-Residential Gross Floor Area (sq ft)			
Building Height (ft)			
Front Setback (ft)			
Side Setback (ft)	<i>24'</i>	<i>4'</i>	<i>13'</i>
Side Setback (ft)			
Rear Setback (ft)			
Lot Coverage by Buildings (% of Lot Area)			
Permeable Open Space (% of Lot Area)			
Green Space (% of Lot Area)			
Off-Street Parking Spaces			
Loading Bays			
Number of Ground Signs			
Height of Ground Sign			
Proximity of Ground Sign to Property Line			
Area of Wall Sign (sq ft)			
Number of Wall Signs			

17. 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 Variance 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:

at the following address:

129 E. Clinton St

to apply for:

Shed

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 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.

3-27-15

Date

Mary Pappas
Signature of Land Owner (If authorized Trustee, Officer or Agent, so identify)

CITY CLERKS OFFICE
NEW BEDFORD, MA
2015 MAR 27 P 3:43
CITY CLERK

APPENDIX

- (1) Owner's/Landlord's Name Mary S. Rapoza
- (2) Title Reference to Property Deed

(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.

REQUIRED FINDINGS FOR GRANTING A VARIANCE

Required Findings: Massachusetts General Law Chapter 40A Section 10 requires the "permit granting authority" (which, in this instance is the Zoning Board of Appeals) to make ALL the following findings before a variance can be granted:

1. That there are circumstances relating to the soil conditions, shape or topography which especially affect the land or structure in question, but which do not affect generally the zoning district in which the land or structure is located;
2. That due to those circumstances especially affecting the land or structure, literal enforcement of the provisions of the Zoning Ordinance or By Law would involve substantial hardship, financial or otherwise, to the petitioner or appellant.
3. That desirable relief may be granted without nullifying or substantially derogating from the intent or purpose of the Zoning Ordinance or Bylaw.
4. That desirable relief may be granted without substantial detriment to the public good.

*The full text of M.G.L. Chapter 40A, Section 10 can be viewed on the State website:
<http://www.mass.gov/legis/laws/mgl/>

1. The shape of lot and location of building do not allow a shed in the rear of the house

ZBA Application Fee Schedule

Residential

Dimensional Variance.....	\$350.00
Variance for Allowed Uses.....	\$350.00
Special Permit.....	\$350.00
Determination of Finding.....	\$350.00
Signage & Flag Poles (Residential).....	\$350.00
Special Permit for Residential Driveway.....	\$300.00(Advertising Only)
Administrative Appeal under MGL C 40A Sect. 8	\$350.00

Commercial or Commercial Residence

Variance or Special Permit	\$750.00 (up to 10, 000 Sq. Ft.)
	+ \$200.00 for every additional 10,000 Sq. Ft.
Signage & Flag Poles (Commercial).....	\$750.00
Administrative Appeal under MGL C 40A Sect. 8....	\$750.00

Wireless Communications

Wireless Consultancy Fee.....\$2,500.00

(Reduced fee may be applicable with multiple applications)

*Under MGL CHAPTER 40 the Board is mandated by law to advertise your request for an appeal two times prior to the scheduled hearing date. The above fees cover the costs of advertising in the Standard Times and also all copying and postage expenses incurred.

* Upon consideration of any and all requests (i.e., Withdrawals, Extensions, Changes in Plans reviews, etc.) there will be a \$100.00 fee if there has been no advertising and a \$350.00 fee if any portion of advertising has occurred.

Bristol South
Registry of Deeds

City of New Bedford, MA
HOME Program
Mortgage

8428 PG 325
23/06 02:49 DOC. 38268
Bristol Co. S.D.

Name and Address of Borrower:

Mury S. Rapoza
129 East Clinton Street
New Bedford, MA
\$36,000.00

This Mortgage is made this 28th day of November, 2006 by and between Mury S. Rapoza as Borrower and HAND Corporation, a municipal corporation in the Commonwealth of Massachusetts, with mailing address at 608 Pleasant Street, New Bedford, Massachusetts 02740, as Lender.

1. BACKGROUND AND GRANTING CAUSE

Borrower is indebted to Lender in the principal sum of Thirty Six Thousand and 00/100 ("the Loan") which indebtedness is evidenced by Borrower's Promissory Notes of even date herewith (the "Notes"), providing for the repayment of the Loan under certain conditions and providing for other conditions of the Loan.

TO SECURE to Lender the repayment under the Notes and the performance of the covenants and agreements of Borrower contained in this Mortgage, Borrower does hereby mortgage, grant, and convey to Lender, with MORTGAGE COVENANTS, upon the STATUTORY CONDITION and with the STATUTORY POWER OF SALE the following described property located in the County of Bristol, Commonwealth of Massachusetts, which has address of 129 East Clinton Street, New Bedford, Massachusetts, (the "Property Address"), as more particularly described on Exhibit A attached hereto;

TOGETHER with all the buildings and improvements now or hereafter erected on such real property, and all fixtures, easements, rights, licenses, appurtenances and rents, all of which shall be deemed and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said real property are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for that certain mortgage by and between the Borrower and Eastern Bank (the "Senior Mortgage"). Borrower warrants and covenants to defend generally the title of the Property against all claims and demands, subject to encumbrances of record.

2. COVENANTS

Borrower covenants and agrees as follows:

- 1. Condition of Property**
Borrower shall, within six months after the date hereof and prior to occupancy of the Property, abate or cause to be abated any and all health and safety defects at the Property. Borrower shall, within one year after the date hereof, remedy or cause to be remedied any violation of the housing quality standards set forth in the regulations of the United States Department of Housing and Urban Development at 24 CFR §882.109 or any successor regulations and the City of New Bedford's HOME Rehabilitation Standards. Lender shall have the right, pursuant to paragraph 7 below, to inspect the Property from time to time to verify compliance by Borrower with the foregoing.
- 2. Prior Mortgages; Charges; Taxes**
Borrower shall perform all of Borrower's obligations under the Senior Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may obtain a priority over this Mortgage and leasehold payments or ground rents, if any.
- 3. Hazard Insurance**
Borrower shall keep improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage," and such periods as Lender may require, subject to the terms and conditions of the Senior Mortgage.

All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreement with a plan which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and to Lender. Lender may make proof of loss if not made promptly by Borrower.

If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, subject to the rights of the mortgage under the Senior Mortgage, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Preservation and Maintenance of Property
Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development Borrower shall perform all of Borrower's obligations under the declaration, covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Borrower shall not use the Property for other than his or her primary residence during the term of the Note. Leasing of the Property shall not be permitted without prior written consent of the Lender, which consent may

Bristol South
Registry of Deeds

Not for Official Use

Not for Official Use

Not for

Not for

Not for Official Use

be granted or withheld in the Lender's sole discretion.

5. **Protection of Lender's Security**

If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may disburse such sums, including reasonable attorney's fees, and take such actions as are necessary to protect Lender's interest, and any expense so incurred by Lender shall be secured by this Mortgage.

Inspection

Lender may make cause to be made reasonable enquiries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause thereafter related to Lender's interest in the Property.

7. **Condemnation**

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender, subject to the terms and conditions of the Senior Mortgage.

8. **Borrower Not Released; Forbearance by Lender Not a Waiver**

Extension of the time for payment or modification of the conditions of the terms for payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender, in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be waiver of or preclude the exercise of any such right or remedy.

9. **Successors and Assigns Bound; Joint and Several Liability; Co-signers**

The Borrower's interest under the Notes and this Mortgage may not be transferred, assigned, or assumed without the written consent of Lender. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the assigned shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Lender and Borrower. All covenants and agreements of Borrower shall be joint and several.

10. **Notice**

Except for any given notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it mailing such notice by certified mail addressed to Borrower at the Property Address, and (b) any notice by Lender shall be given by hand-delivery or certified mail to Lender's address stated herein or to such other address Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

Governing Law; Severability

This Mortgage shall be governed by the laws of the Commonwealth of Massachusetts. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or Notes conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Notes which shall be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Notes are declared to be severable. As used herein, "costs" "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. **Breach; Remedies**

Subject to the terms and conditions of the Senior Mortgage, upon Borrower's breach of the STATUTORY CONDITION or any covenant or agreement of Borrower in the Notes or this Mortgage, including the covenant to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 11 thereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days for the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to secure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale.

If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the STATUTORY POWER OF SALE and any other remedy permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 12, including, but not limited to, reasonable attorneys' fees, all of which shall be secured by this Mortgage.

If the Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law, including, but not limited to, Fannie Mae. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured with this mortgage; and (c) the balance, if any, to the person or persons legally entitled thereto.

Request for Notice of Default and Foreclosure Under Superior and Inferior Mortgages or Deeds of Trust
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth herein, of any default under the superior encumbrance and of any sale or other foreclosure. Lender also agrees to give notice to superior lender or its designee of any default under the inferior encumbrance and of any sale or other foreclosure.

Bristol South
Registry of Deeds

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Not for Official Use

Not for Official Use

Not for Official Use

Not for

Not for

Bristol South
Registry of Deeds

Borrower's Right to Reinstate

Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, subject to the terms and conditions of the Senior Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the STATUTORY POWER OF SALE contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if:
(a) Borrower cures all breaches of any covenants or agreements of Borrower contained in the Note and this Mortgage;
(b) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 13 hereof, including, but not limited to, reasonable attorneys' fees; and (c) Borrower takes such action as Lender may reasonable require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, these Notes, this force and effect as if no acceleration had occurred.

15.

Release

Upon the expiration of the term of the Notes or upon proper payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without cost to Borrower. Borrower shall pay all costs of recordation, if any.

Witness our hands and seals this 28th day of November, 2006

George Tripp
Witness

Mary S. Rapoza
Borrower-Mary S. Rapoza

COMMONWEALTH OF MASSACHUSETTS

County of Bristol, ss.,

On this 28th of November, 2006, before me, the undersigned notary public, personally appeared Mary S. Rapoza, and proved to me through satisfactory evidence of identification, which was MA DRIVER'S LICENSE to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

George Tripp
Notary Public
My Commission Expires: May 22, 2009

Exhibit A - Property Description



Bristol South
Registry of Deeds

Bristol South
Registry of Deeds

Bristol South
Registry of Deeds

Notary Public
Official Use

Official Use

Not for

EXHIBIT "A"

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

BEGINNING at a point on the north line of Clinton Street at land now or formerly of William Moore, about one hundred twenty-two and 60/100 (122.60) feet easterly from the east line of Ash Street; thence

- NORTHERLY in said Moores line seventy-one and 35/100 (71.35) feet to a corner; thence
- EASTERLY sixty-nine and 70/100 (60.70) feet to other land now or formerly of Clara A. Hussey; thence
- SOUTHERLY seventy-one and 80/100 (71.80) feet to said north line of Clinton Street; and thence
- WESTERLY in said north line of Clinton Street sixty-eight and 20/100 (68.20) feet to the point of beginning.

CONTAINING 18.09 square rods more or less.

FOR TITLE see deed dated November 29, 2006 and recorded in the Bristol County Registry of Deeds at Book 8428, Page 77.

Subject to an outstanding Mortgage to Eastern Bank in the face amount of \$178,871.00 dated November 29, 2006 and recorded in said Registry of Deeds in Book 8428, Page 79.

Subject to an outstanding Mortgage to Eastern Bank in the face amount of \$53,980.00 dated November 29, 2006 and recorded in said Registry of Deeds in Book 8428, Page 94.

Subject to an outstanding Mortgage to Massachusetts Housing Partnership Fund Board in the face amount of \$9,846.48 dated November 29, 2006 and recorded in said Registry of Deeds in Book 8428, Page 105.

Subject to an outstanding Declaration of Homestead dated November 29, 2006 and recorded in said Registry of Deeds in Book 8428, Page 114, which is hereby subordinated to the within Mortgage.

Bristol South
Registry of Deeds

Bristol South
Registry of Deeds

Bristol South
Registry of Deeds

Bristol South
Registry of Deeds

Bristol South
Registry of Deeds

Not for Official Use

Not for

Not for Official Use

Not for

Official Use

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, Carole Annels, 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: 3/27/2015

SUBJECT PROPERTY:

MAP 45 LOT 219

LOCATION 129 EAST CLINTON ST

OWNER'S NAME MARY RAPOSA

MAILING ADDRESS 129 EAST CLINTON ST

CONTACT PERSON MARY RAPOSA

TELEPHONE NUMBER 774 263 4766

EMAIL ADDRESS MPAPOSA @ FOX RUN LANDSCAPES. COM

REASON FOR REQUEST: ZBA - VARIANCE

CITY CLERK
2015 MAR 27 PM 3:43
CITY CLERKS OFFICE
NEW BEDFORD, MA

PLANNING

MAR 27 2015

DEPARTMENT

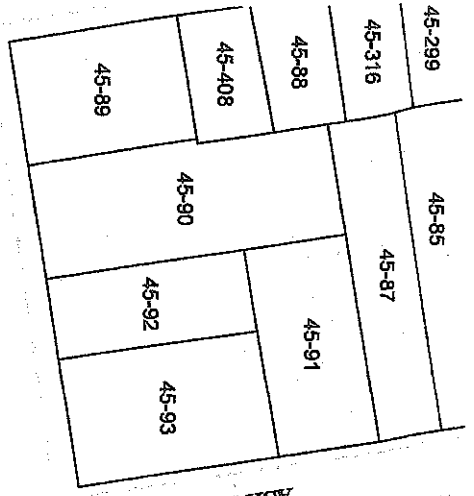
March 27, 2015

Dear Applicant,

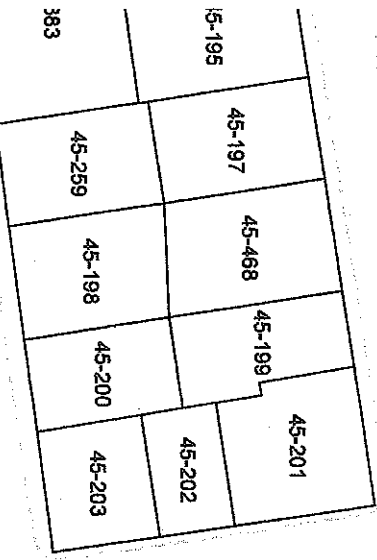
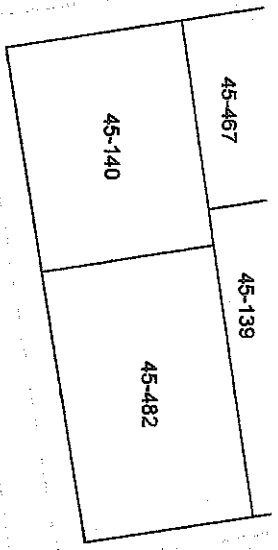
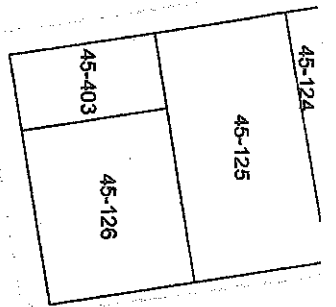
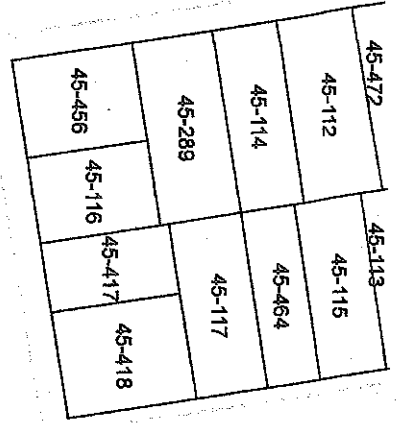
Please find below the List of Abutters within 300 feet of the property known as 129 East Clinton St (45-219) The current ownership listed herein must be checked and verified by the City of New Bedford Assessor's Office. Following said verification, the list shall be considered a Certified List of Abutters.

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.

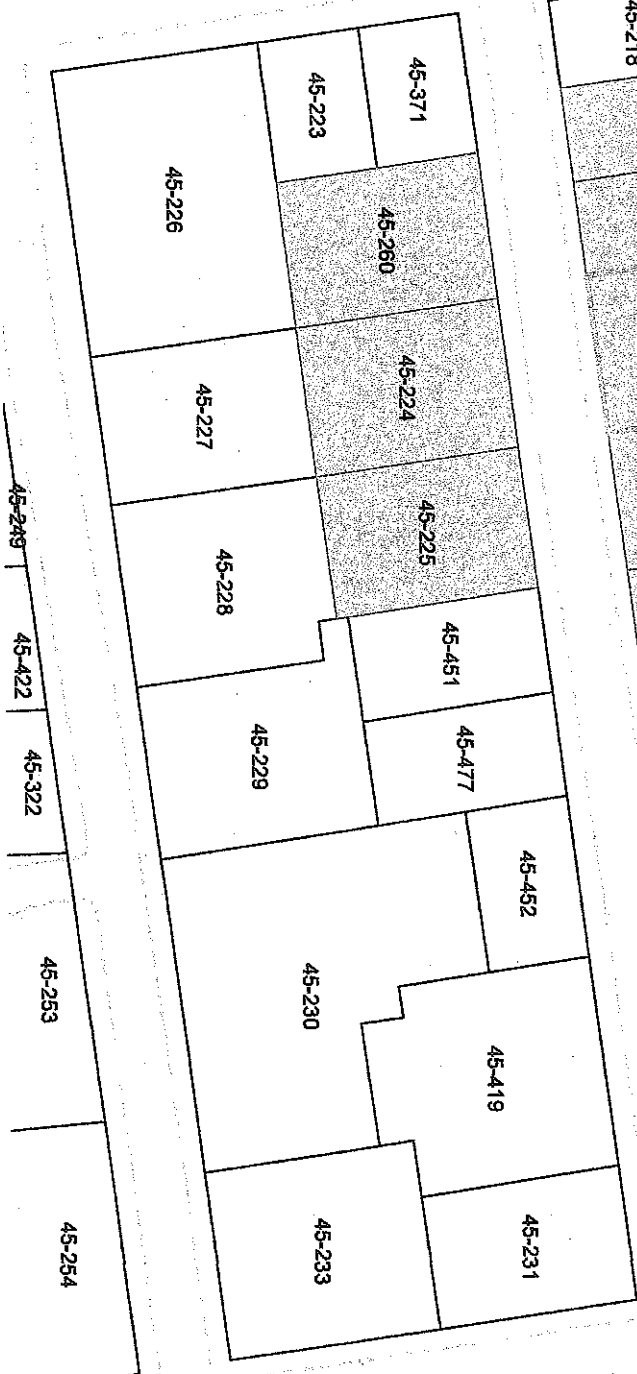
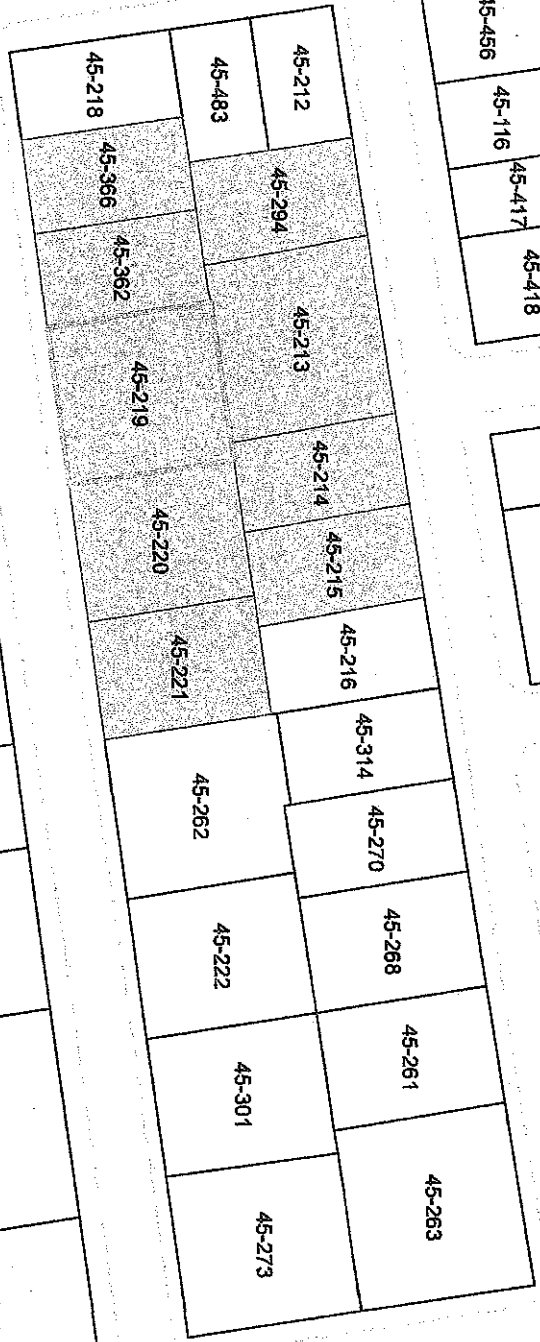
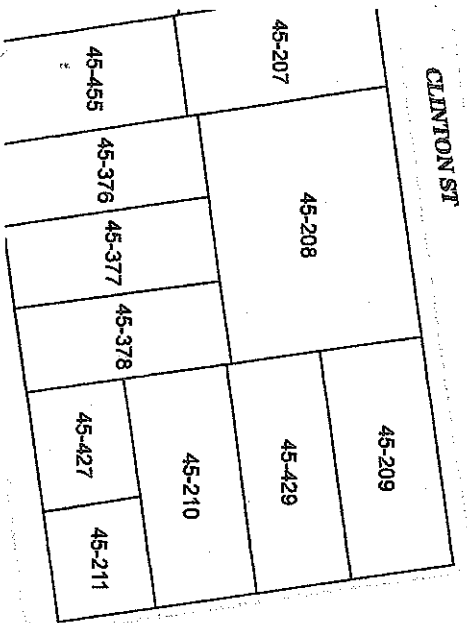
Parcel	Location	Owner and Mailing Address
45-221	117 E CLINTON ST	FENO BRUCE ALAN, FENO SANDRA L 117 CLINTON ST NEW BEDFORD, MA 02740
45-260	136 E CLINTON ST	GRIFFITH DENISE C, 134 E CLINTON STREET NEW BEDFORD, MA 02740
45-224	130 E CLINTON ST	PACHECO JOHN H, PAGE SHARON S 130 CLINTON ST NEW BEDFORD, MA 02740
45-225	122 E CLINTON ST	KAVANAUGH GERARD, KAVANAUGH COLLEEN 122 EAST CLINTON STREET NEW BEDFORD, MA 02740
45-366	139 E CLINTON ST	MCMAHON RICHARD, MCMAHON MARY ALICE 139 CLINTON ST NEW BEDFORD, MA 02740
45-362	133 E CLINTON ST	ARRUDA PAUL, ARRUDA SUZANNE M 133 CLINTON STREET NEW BEDFORD, MA 02740
45-219	129 E CLINTON ST	RAPOZA MARY S, 129 E CLINTON STREET NEW BEDFORD, MA 02740
45-294	134 ARNOLD ST	FURTADO MICHAEL, 134 ARNOLD ST NEW BEDFORD, MA 02740
45-213	130 ARNOLD ST	FRIEBURGER MARY, 130 ARNOLD STREET NEW BEDFORD, MA 02740
45-220	123 E CLINTON ST	BROWN NANCY F, 123 EAST CLINTON STREET NEW BEDFORD, MA 02740
45-214	126 ARNOLD ST	ZAJAC POLLY P, 126 ARNOLD STREET NEW BEDFORD, MA 02740
45-215	118 ARNOLD ST	VINCENT DEAN R, VINCENT YASMIN J FLEFLEH- 118 ARNOLD STREET NEW BEDFORD, MA 02745



ASH ST



CLINTON ST



45-249
45-422
45-322

COTTAGE

46

46

46

129 E Clinton St
4/1/15

DEPARTMENT SIGN-OFF SHEET

ZONING BOARD OF APPEALS SPECIAL PERMIT REVIEW

<u>DEPARTMENT</u>	<u>COPIES</u>	<u>SIGNATURE</u>	<u>DATE</u>
BOARD MEMBERS CITY HALL, ROOM 303	5	<u>Jeff Galt</u>	3/27/15
CITY PLANNING CITY HALL, ROOM 303	1	<u>Jeff Galt</u>	3/27/15
CITY CLERK (Original) CITY HALL, ROOM 118	1	<u>Christina Marques</u>	3/27/15
CITY SOLICITOR CITY HALL, ROOM 203	1	<u>Anton Paeira</u>	3/27/15
INSPECTIONAL SERVICES CITY HALL, ROOM 308	1	<u>Jennifer Giani</u>	3/27/15
PUBLIC INFRASTRUCTURE 1105 SHAWMUT AVENUE	1	<u>Alan Peneiro</u>	3/30/15
CONSERVATION COMMISSION CITY HALL, ROOM 304	1	<u>Garrah Pate</u>	3/22/15
FIRE DEPARTMENT 1204 PURCHASE STREET	1	<u>Carlyn Pedro</u>	3/30/15

ZBA VARIANCE APPLICATION SUBMITTAL CHECKLIST

The following documentation must be submitted, in duplicate (1 Original and 11 Copies), containing all items described below:

- Completed & Signed Application
- (a) Existing Conditions Site Plan, drawn to a scale not less than 1 inch: 40 feet, (For example, drawings at 1" : 10', 1" : 20' or 1" : 30' scale are acceptable) identifying positioning of existing structures must be provided. Site Plan must show footprint and dimensions of Rear, Front and Side distances between structure(s) and boundary lines.
- (b) Site Plan Identifying Proposed Plans, showing all proposed alterations or additions with side, front and rear set property lines identified.
- (c) Sub-Division Plans if Applicable
- A Certified Abutter's List
(Compiled by Planning Dept. and Certified in Assessor's Office)
- Plot Plan (Available at Inspectional Services Dept.)
- Filing Fee (Check made out to the City of New Bedford)
- Copy of Building Permit Rejection Packet
(Containing Rejected Building Permit and all information submitted with Building Permit Application)
- Appendix (Owner's Signature & Attached Deed for all Involved Parcels)