City of Newbury port CITY CLERK'S OFFICE.

NEWBURYPORT, MA

# APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR ASSEMBLE SECOND HAND MOTOR VEHICLES OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a 2 class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with
the provisions of Chapter 140 of the General Laws.
1. What is the name of the concern? State Automotive Repair LLC
Business address of concern. No. 196 Route One St.,
Newharyport MA 01950 City-Town.
2. Is the above concern an individual, co-partnership, an association or a corporation?
LLC (single member)
3. If an individual, state full name and residential address.
LIC Manager: Andrew J. de Bernardo
16 Hickory Lane, Topsfield MA 01983
4. If a co-partnership, state full names and residential addresses of the persons composing it.  N A
5. If an association or a corporation, state full names and residential addresses of the principal officers.
President
Secretary
Treasurer
6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? No
If so, is your principal business the sale of new motor vehicles?
Is your principal business the buying and selling of second hand motor vehicles? No
Is your principal business that of a motor vehicle junk dealer?

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.
196 Route One, Newburgport is located just south of the Route One
traffic circle. State Automotive Repair UC occupies approximately
1/2 of a shared building with a retail vendor. Anto repair buys
contain lifts, tools, and equipment consistent with any typical
auto repair shop. Parking is in front , to the side, and to the rear
of the building.  8. Are you a recognized agent of a motor vehicle manufacturer?  (Yes or No)
If so, state name of manufactuer
9. Have you a signed contract as required by Section 58, Class 1? N/A  10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? Ves or No)  If so, in what city — town Newbury port, MA  Did you receive a license? Yes or No)  11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? No
Sign your name in full Acrds To represent the concern herein mentioned)  Residence 16 Hickory Lane, tops field MA

# IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

Note: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

# APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

	Application after investigation	On .
	Application after investigation	(Approved or Disapproved)
License No.	granted	Fee \$
	Signed	
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	NAME OF THE PARTY	
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# CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

Section 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

- SECTION 58. Licenses granted under the following section shall be classified as follows:
- Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose prinicpal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.
- Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.
- Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which will expire on January first following the date of issue unless sooner revoked. The fees for the heenses shall be fixed by the licensing board or officer, but in no case shall exceed \$100\$, dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filled with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensing board or officer in writing, a copy of which shall be attached to the licenses premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit is proposed to be exercised. All

# APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR ASSEMBLE SECOND HAND MOTOR VEHICLES OR PARTS THEREOF.

Remarks
Date Issued
City — Town
St. and No.
Name
Class License No
Application No.
Applicant Will Not Fill the Following Blanks



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Jeremiah Lewis Bernard M. Sullivan Insurance Agency PHONE (A/C, No, Ext): E-MAIL it (978) 356-5511 (978) 356-0214 E-MAIL ADDRESS: jtlewis@sullivaninsurance.com 12 Market St. P.O. Box 568 INSURER(S) AFFORDING COVERAGE NAIC# Ipswich MA 01938 Commerce Insurance Company 34754 INSURER A: INSURED Travelers Indemnity Co of CT 25682 INSURER B : State Automotive Repair, LLC. C N A Surety CNAS01 INSURER C :

196 Route One				INSURER D :				
1	300 S S S S S S		INSURER E :					
	Newburyport		MA 01950	INSURER F :				
personal residence			NUMBER: CL211215064			REVISION NUMBER:		
(	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSI	TYPE OF INSURANCE	INSD WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
	COMMERCIAL GENERAL LIABILITY	1110		, , , , , , , , , , , , , , , , , , ,	(MANUS STATE)	EACH OCCURRENCE	s	
1	CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
						MED EXP (Any one person)	\$	
						PERSONAL & ADV INJURY	s	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	
_	OTHER:						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
١.	ANY AUTO OWNED SCHEDULED					BODILY INJURY (Per person)	\$	
A	AUTOS ONLY AUTOS		BHTRGQ	12/28/2022	12/28/2023	BODILY INJURY (Per accident)	\$	
1	AUTOS ONLY  NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
-	UMBRELLA LIAB COCUE						\$	
	FYOTOGUAR					EACH OCCURRENCE	\$	
	CLAINS-MADE	1				AGGREGATE	\$	
-	DED   RETENTION \$   WORKERS COMPENSATION					PER OTH-	\$	
AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				-		→ PER STATUTE OTH-	s 500,000	
		N/A	UB-5K937614-23-42	07/01/2023	07/01/2024	E.L. EACH ACCIDENT	\$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	500,000	
1						E.L. DISEASE - POLICY LIMIT	\$ 500,000	
C Used Auto Dealer Bond 62659263			02/01/2023	02/01/2024	Bond Penalty	\$25,000		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	ES (ACORD 1	01, Additional Remarks Schedule, i	may be attached if more s	Dace is required)			
•	y of Newburyport is Obligee and Named Insu							
CERTIFICATE HOLDER CANCELLATION								
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
	City Council		ŀ	AUTHORIZED REPRESE	NTATIVE		<del></del>	
l	60 Pleasant Street	A A						

ectermian

Newburyport

MA 01950

Massachusetts



	OTOR VEHICLE DEALER BOND Gen. Laws Ann. 140, § 58(c))
	Bond No. 6265 9263
KNOW ALL PERSONS BY THESE PRESENTS:	Effective Date: February 1st, 2016
Commonwealth of Massachusetts, as Surety, are h Principal and who suffer loss on account of a bread	PANY, a corporation authorized to do surety business in the neld and firmly bound unto persons who purchase a vehicle from the ch of the condition of this bond described below, in the sum of not to DOLLARS (\$25,000.00), for the payment of which well and truly to
WHEREAS, the Principal is a second hand motor valuation financial responsibility pursuant to Mass. Gen. Law	wehicle dealer and is required to furnish a bond or equivalent proof of ws Ann. 140, § 58(c)(1).
damages, not to exceed the amount of this bond, suffers loss on account of: (a) the Principal's defau Principal for the purchase of motor vehicles; (b) the vehicle, a valid motor vehicle title certificate free created by or expressly assumed in writing by the bethe Principal was a stolen vehicle; (d) the Principal (e) the Principal's unfair and deceptive acts or practo honor a warranty claim or arbitration order in a	ation is such that if the Principal shall pay the amount of actual to any person who purchases a vehicle from the Principal and who alt or nonpayment of valid bank drafts, including checks drawn by the e Principal's failure to deliver, in conjunction with the sale of a motor and clear of any prior owner's interests and all liens, except a lien buyer of the vehicle; (c) the fact that the motor vehicle purchased from I's failure to disclose the vehicle's actual mileage at the time of sale; ctices, misrepresentations, failure to disclose material facts or failure a retail transaction; or (f) the Principal's failure to pay off a lien on a use a vehicle when the Principal had assumed the obligation to pay off or remain in full force and effect.
competent jurisdiction against the Principal for a omission occurred during the term of this bond. No brought within one (1) year after the event giving the competence of the principal for a second com	be made only by a person who obtains a final judgment in a court of an act or omission on which this bond is conditioned, if the act or to suit may be maintained to enforce any liability on this bond unless rise to the cause of action. This bond shall cover only those acts and be liable for total claims in excess of the bond amount, regardless of a number of years this bond remains in force.
This bond shall be continuous and may be cancellation to the municipal licensing authority at 60 Pleasant St, Newburyport, MA 0195	
by First Class U.S. Mail.	Address
Dated this 1st day of February	State Automotive Repair, LLC. , Principal
SEAVAS Nominal	WESTERN SURETY COMPANY, Surety
Form F6333-7-2003	By: Paul T. Bruflat, Senior Vice President

# Western Surety Company

## POWER OF ATTORNEY

# KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint Paul T. Bruflat South Dakota , its regularly elected \_\_\_\_\_ Vice President as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond: One Second Hand Motor Vehicle Dealer bond with bond number 62659263 for State Automotive Repair, LLC. as Principal in the penalty amount not to exceed: \$ 25,000.00 Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit: Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile. In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President \_\_\_ with the corporate seal affixed this \_\_\_\_ 1st \_\_\_ day of \_\_\_\_ February ATTEST Relson STATE OF SOUTH DAKOTA COUNTY OF MINNEHAHA 1st day of February , 2016 , before me, a Notary Public, personally appeared Paul T. Bruflat L. Nelson and \_ who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation. J. MOHR

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

tanaanaanaanaanaanaa My Commission Expires June 23, 2021

NOTARY PUBLIC SEAL SOUTH DAKOTA

# CERTIFICATE OF LIABILITY INSURANCE

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	UCER NE-CLIENT CONNECTION			and the same of th	CONTACT NAME:	TAMMY RAGER			
NESS	ARA				PHONE: (419)238-5551 FAX: (800)736-7026				
800 S WASHINGTON ST VAN WERT, OH 45891				E-MAIL ADDRESS: trager@central-insurance.com					
VAIV.	VEI(1, 01143031				INSURER(S) AFFOR	RDING COVERAG	GE .	N	AIC#
					INSURER A	Central Mu	tual	2	0230
NSUF					INSURER B				
BULL	E AUTOMOTIVE REPAIR LLC DAWG USA REALTY LLC				INSURER C				
	OUTE 1 SURYPORT, MA 01950				INSURER D				
4L YYL	OKT OKT, MA 01330				INSURER E				
					INSURER F				
COZINE TURNAL	Was a series of the series of	110-1/10-1	CE	RTIFICATE NUMBER	5782299	CONTRACTOR CONTRACTOR OF THE C	REVISION NUMBER	St	
NC IS: SL	IIS IS TO CERTIFY THAT THE POLICIES DTWITHSTANDING ANY REQUIREMEN SUED OR MAY PERTAIN, THE INSURA ICH POLICIES. LIMITS SHOWN MAY HA	T, TEF NCE / VE BE	RM OF AFFOR EEN R	R CONDITION OF ANY CONTRA RDED BY THE POLICIES DESC EDUCED BY PAID CLAIMS.	ACT OR OTHER ERIBED HEREIN IS	DOCUMENT W SUBJECT TO	/ITH RESPECT TO WHICH THE	S CERTIF	ICATE MAY BE
NSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
	GENERAL LIABILITY	Y	Υ	9897783	2/1/2023	2/1/2024	EACH OCCURRENCE	s	1,000,00
	X COMMERCIAL GENERAL LIABILITY			pub-s000000000000000000000000000000000000	encry 1861 (1868) (1867)	and and a Republic to	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,00
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5,00
	GEN'L AGGREGATE LIMIT APPLIES PER:	1					PERSONAL & ADV INJURY	s	1,000,00
- 1	POLICY X PRO- X LOC	1					GENERAL AGGREGATE	s	2,000,00
ı	JECT				1		PRODUCTS - COMP/OP AGG	\$	2,000,00
Α	AUTOMOBILE LIABILITY			9897784	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident)	S	1,000,00
-		l					BODILY INJURY (Per person)	S	20,00
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	40,00
Ī	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	S	5,00
А	AUTOMOBILE LIABILITY ANY AUTO		Υ	9897783	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident)	s	1,000,00
ŀ	ALL OWNED SCHEDULED	1					BODILY INJURY (Per person)	\$	3 100 100 100 100 100 100 100 100 100 10
-	AUTOS SCHEDOLED	l					BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
А	GARAGE KEEPERS LIABILITY	Y	Υ	9897783	2/1/2023	2/1/2024	X COMP/OTC LOC	1 \$	100,00
	LEGAL LIABILITY				l		SPECIFIED LOG	-	
ı	X DIRECT BASIS						PERILS  COLLISION LOC	1 \$	100.00
ŀ							^	1 4	100,00
	PRIMARY X EXCESS						LOC	\$	
А	JMBRELLA LIABILITY	Y	Υ	9897785	2/1/2023	2/1/2024	EACH OCCURRENCE	\$	2,000,00
- 1	UMBRELLA X OCCUR						AGGREGATE	s	2,000,00
þ	LIAB C							1	
L	X EXCESS LIAB CLAIMS-MADE								
	DED RETENTION \$								
ESC	RIPTION OF OPERATIONS / LOCATIONS / VEI	HICLES	5			L			
Certific	ate Holders are additional insured per the attach	ed end	orseme	ents.					
Subjec	t to all of the terms, conditions, exclusions and de				y the carrier(s).				
CERTIFICATE HOLDER			CANCELLATIO	N					
CITY OF NEWBURYPORT 60 PLEASANT ST NEWBURYPORT, MA 01950			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
					AUTHORIZED REP	RESENTATIVE			

TAMMY RAGER

NUMBER				
176	THE COMMO	NWEALTH OF M	ASSACHUSETTS	FEE of
	City	or Newbe	menn	475
	USED CAR DE	ALER'S LICI	ENSE-CLASS	
	BUY AND SELL			
In accordance	e with the provision.	of Chapter 140	of the General La	ws with amendments
Poute	Ruly and sell seco	Train and and and and and and and and and an	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
licated just	South of the	route one to	raffic circle.	end occupies
	The second of the contract	1 calmpile	~ CONCICTA	יפילי . וער ניילי
Tella 19	op. Parking	in trout	side and re	arot
February			***	
			- Hole 7	Home
			1 0	/
	THIS LICENS	E FYPIRES	JAN. 1. 2023	
THIS LICENSE M	IUST BE POSTED I OGHS & WARRIEN <sup>TM</sup>	N A CONSPICU	OUS PLACE UPO	N THE PREMISES. (OVER)

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