



CITY OF PITTSFIELD

Licensing Board, City Hall, 70 Allen Street, Room 103,
Pittsfield, MA 01201, (413) 499-9363 Fax (413) 499-9463

Instructions for completing application:

TYPE OF LICENSE: CLASS I & II AUTO DEALER

Applications submitted without all the required documentation will not be accepted.

1. Obtain a Federal Identification (FID) Number from Internal Revenue Service located at 333 East Street, Pittsfield: (413) 499-2206.
2. If new business or new ownership: File with Assessor's Office for personal property taxes and file business certificate (doing business as) in City Clerk's office for \$25.00.
3. Submit completed application, which must include:
Zoning verification from the Building Inspector that premises are properly zoned for auto dealer sales, a copy of floor plan and plot plans signed by Building Inspector and Fire Department.
4. **Five (5) copies of the completed application.**
5. If the applicant does not own premises, submit a letter from the owner granting permission to operate an auto lot.
6. **A Public hearing is required and a legal notice must be published. Please include a check in the amount of \$13.50, payable to the Pittsfield Gazette to be submitted with application.** A hearing will be scheduled at next licensing board meeting following receipt of application. Legal ad must be published at least ten (10) days prior to hearing.
7. Applicant must notify abutters of premises, within three (3) days of publication of legal ad, by certified mail, return receipt requested. Affidavit of such mailing to be filed with this office together with return certified receipt(s) and copy of legal notice attached. An abutter is a person whose property directly touches the proposed premises and within 300 feet of premises. **It is recommended that the applicant also notify all tenants of building proposed business is located by first class mail or hand deliver.**
8. **Proof of workmen's compensation must be submitted when picking up the license.**

ALL CLASS II LICENSEES MUST PROVIDE, THE LOCAL BOARD WHEN PICKING UP LICENSE, PROOF OF \$25,000 BOND.

FEES: CLASS I \$100.00 – Make checks payable to the City of Pittsfield
CLASS II \$50.00

License period runs January 1 – December 31



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APPLICATION FOR CLASS I & II AUTO DEALER'S LICENSE

Business Information:

Name: _____ d/b/a _____

Address: _____ City: _____ State/Zip: _____

Telephone: _____

Email: _____

Are you a recognized agent of a motor vehicle manufacturer? Yes No

If so, please state name of manufacturer: _____

If a Corporation or Trust, please attach the Articles of Organization for the current filling period:

Yes No

Class of License: _____ Map & Lot Number: _____

Name of Property Owner: _____

Address of Property Owner: _____

Description of Premise (please include all buildings on property & what they are used for):

Maximum Number of Vehicles to Be Parked:

Automobiles Based on Area of 9'x20': _____

Motorcycles Based on Area of 4'x6': _____

Trucks Over on Axel Based on Area of 12'x25': _____

One Original and Five (5) copies of the application and plot plans. Yes No

THE ISSUANCE OF A LICENSE HEREIN IS BASED IN PART FROM THE PRESENTATION CONTAINED IN THE APPLICATION. ANY MISREPRESENTATION MAY BE CAUSE FOR REVOCATION BY THE LICENSING AUTHORITY.

Signature: _____ Date: _____

I hereby swear under the pains and penalties of perjury that the information I have given is true to the best of my knowledge and belief.

SIGN-OFF & COMMENTS:

Fire Department: _____ Date: _____

Building Insp.: _____ Date: _____

FEES: \$100.00 - Class I & \$50.00 - Class II



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APPLICANT INFORMATION FORM

(Information sheet must be completed for each owner and/or manager)

Name: _____
Address: _____ City: _____ State/Zip: _____
Telephone: _____ Cell: _____
Email: _____
SSN: _____ U.S. Citizen: ____ Yes ____ No
Father's Name: _____
Mother's Name: _____
Have you ever been convicted of a violation of the law: ____ Yes ____ No

IS SO, GIVE DETAILS: _____

PRIOR BUSINESS EXPERIENCE: _____

EMPLOYMENT FOR THE LAST FIVE YEARS (DATES, POSITION, EMPLOYER, ADDRESS AND TELEPHONE NO.)

Business Name: _____
Address: _____ City: _____ State/Zip: _____
Telephone: _____ Dates of Employment: _____
Position Held: _____

Business Name: _____
Address: _____ City: _____ State/Zip: _____
Telephone: _____ Dates of Employment: _____
Position Held: _____

Business Name: _____
Address: _____ City: _____ State/Zip: _____
Telephone: _____ Dates of Employment: _____
Position Held: _____

Hours Per Week to be Spent on the Licensed Premise: _____

Signature: _____ Date: _____

I hereby swear under the pains and penalties of perjury that the information I have given is true to the best of my knowledge and belief.

M.G.L. CHAPTER 140, Section 58

Section 58. (a) Licenses granted under sections 59 and 59A shall be classified in accordance with subsections (b) to (d), inclusive.

(b) 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 principal 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 applicable to holders of licenses of Class 2, except subsection (c), and to rules and regulations made under those provisions; and provided further, that such dealer maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section 7N1/4 of chapter 90, and shall remain liable for all warranty repairs made and other obligations imposed by said section 7N1/4 of said chapter 90.

(c) Class 2. A person whose principal business is the buying or selling of second hand motor vehicles, a person who purchases and displays second hand motor vehicles for resale in retail transactions, and any other person who displays second hand motor vehicles not owned by him pursuant to an agreement in which he receives compensation, whether solely for displaying the vehicles, upon the sale of each vehicle, or otherwise, may be granted a used car dealer's license and shall be subject to the following conditions:

(1) The person shall obtain a bond, or equivalent proof of financial responsibility as described in paragraph (5), and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth. The bond or its equivalent shall be for the benefit of a person who purchases a vehicle from a Class 2 licensee, and who suffers loss on account of:-

(i) the dealer's default or nonpayment of valid bank drafts, including checks drawn by the dealer for the purchase of motor vehicles;

(ii) the dealer's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens except a lien created by or expressly assumed in writing by the buyer of the vehicle;

(iii) the fact that the motor vehicle purchased from the dealer was a stolen vehicle;

(iv) the dealer's failure to disclose the vehicle's actual mileage at the time of sale;

(v) the dealer's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or

(vi) the dealer's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the dealer had assumed the obligation to pay off the lien.

(2) Recovery against the bond or its equivalent may be made by any person who obtains a final judgment in a court of competent jurisdiction against the dealer for an act or omission on which the bond is conditioned if the act or omission occurred during the term of the bond. Every bond shall also provide that no suit may be maintained to enforce any liability on the bond unless brought within 1 year after the event giving rise to the cause of action.

(3) The bond or its equivalent shall cover only those acts and omissions described in clauses (i) to (vi), inclusive, of paragraph (1). The surety on a bond shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against the bond or the number of years the bond remained in force.

(4) A separate bond shall be required for each different name under which the dealer conducts his business and for each city or town in which the dealer has a place of business.

(5) In lieu of the bond required by this section, the municipal licensing authority may allow the dealer to deposit collateral in the form of a certificate of deposit or irrevocable letter of credit, as authorized by the banking laws of the commonwealth, which has a face value equal to the amount of the bond otherwise required. The collateral may be deposited with or executed through any authorized state depository designated by the commissioner. Interest on the certificate of deposit shall be payable to the dealer who has deposited it as collateral, or to a person as the dealer or the certificate may direct.

(6) A surety shall provide to the municipal licensing authority notice of cancellation of the bond within 30 days of the cancellation.

(7) Upon receipt of notification from a surety that a bond has been cancelled, the municipal licensing authority shall notify the licensee that he has 10 days to comply with the bonding requirement. If the licensee does not comply within the 10 day period, the municipal licensing authority shall revoke the Class 2 license and shall notify the registrar who shall suspend or revoke any dealer plate issued to the licensee pursuant to section 5 of chapter 90.

(8) A municipal licensing authority shall not issue or renew a Class 2 license unless it is satisfied that a bond or equivalent proof of financial responsibility meeting the requirements of this section is in effect during the term under which the license shall be issued or renewed, and that the licensee maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section 7N1/4 of chapter 90. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section 7N1/4 of said chapter 90.

(d) Class 3. A person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding and selling 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.

(e) The registrar of motor vehicles, after consulting the office of consumer affairs and business regulation, shall adopt rules and regulations defining sufficient repair facilities for the purposes of subsection (b) and paragraph (8) of subsection (c).

Section 7N1/4. (1) For the purposes of this section the following words shall have the following meanings: –

“Business day”, Monday to Friday, inclusive, except for state or federal holidays.

“Consumer”, a buyer, other than for purposes of resale, of a motor vehicle, any person to whom such motor vehicle is transferred during the period of any express or statutory warranty under this section applicable to such motor vehicle, and any other person entitled by the terms of such warranty to enforce its obligations.

“Dealer”, any person engaged in the business of selling, offering for sale, or negotiating the retail sale of used motor vehicles or selling motor vehicles as broker or agent for another, including the officers, agents and employees of such person and any combination or association of dealers, but not including a bank or other financial institution, or the commonwealth, its agencies, bureaus, boards, commissions, authorities, nor any of its political subdivisions. A person shall be deemed to be engaged in the business of selling used motor vehicles if such person has sold more than three used motor vehicles in the preceding twelve months.

“Motor vehicle” or “vehicle”, any motor vehicle as defined in section one, sold or replaced by a dealer or manufacturer, except that it shall not include auto homes, vehicles built primarily for off-road use or any vehicle used primarily for business purposes.

“Private seller”, any person who is not a dealer and who offers to sell or sells a used motor vehicle to a consumer.

“Purchase price”, the total of all payments made for the purchase of a vehicle, including but not limited to any finance charges, registration fees, payments made for credit life, accident, health, and damage insurance, and collision and related comprehensive insurance coverages and service contracts and the value of a trade-in.

“Repurchase price”, the purchase price, as defined above, less any cash award that was made by the dealer in an attempt to resolve the dispute and was accepted by the consumer, and less any refunds or rebates to which the consumer is entitled, plus any incidental damages not previously reimbursed, including but not limited to the reasonable costs of towing from point of breakdown up to thirty miles to obtain required repairs or to return the vehicle under this section, and the reasonable costs of obtaining alternative transportation during the applicable warranty period after the second day following each such breakdown not to exceed fifteen dollars vehicle rental charges for each day in which the cost of such alternative transportation is reimbursable.

“Used motor vehicle” or “used vehicle”, any vehicle driven more than the limited use necessary in moving or road testing a new vehicle prior to delivery to a consumer, including a demonstrator vehicle, except that it shall not include auto homes, vehicles built primarily for off road use, motorcycles, or any vehicle used primarily for business purposes.

(2) (A) (i) No used motor vehicle shall be sold in the commonwealth by a dealer to a consumer unless accompanied by an express written warranty covering the full cost of both parts and labor necessary to repair any defect that impairs the said used motor vehicle’s safety or use; provided, however, that the consumer may be required to pay no more than one hundred dollars total toward the repair of any covered defect, series of defects or combination of defects during the warranty period. Defects that affect only appearance shall not be deemed to impair safety or use for the purposes of this section. For the purposes of this section, defect shall include defect, malfunction or any combination or defects or malfunctions.

(ii) Defects or malfunctions which involve parts or components that are covered or are warranted under an express warranty issued by the dealer of the used motor vehicle shall be excluded from this section if

the following conditions have been met: the manufacturer's warranty has been duly assigned or transferred to the buyer; is enforceable according to its terms; is not inconsistent with this section; and, the seller has assured that the repair authorized by such manufacturer's express warranty was made. The terms of the seller's warranty shall be tolled for any period of time the used motor vehicle is out of service by reason of repair under the manufacturer's warranty.

(B) The express warranties required by this section shall be of the following durations:

(i) For a used motor vehicle which, at the time of sale, has been operated less than forty thousand miles, ninety days or three thousand seven hundred and fifty miles, whichever occurs first. Said ninety days or three thousand seven hundred and fifty mile warranty is in addition to any right the consumer may have under section seven N1/2.

(ii) For a used motor vehicle which, at the time of sale, has been operated forty thousand miles or more, but less than eighty thousand miles, sixty days or two thousand five hundred miles, whichever first occur.

(iii) For a used motor vehicle which, at the time of sale, has been operated eighty thousand miles or more, but less than one hundred and twenty-five thousand miles, thirty days or one thousand two hundred and fifty miles, whichever first occur.

(iv) If the used motor vehicle's true mileage is not known, such warranty period shall be determined by the age of said used motor vehicle in the following manner: a used motor vehicle three years old or less shall have a warranty as provided in clause (i); a used motor vehicle more than three, but less than six years old, shall have a warranty as provided in clause (ii); and a used motor vehicle six years old or more shall have a warranty as provided in clause (iii). A used motor vehicle's age shall be determined by subtracting its model year from the year in which the warranty holder purchased said used vehicle.

(C) The warranty periods established by this section shall be tolled during any period in which the used motor vehicle is out of service as a result of any repair attempt pursuant to any warranty created by this section. The applicable warranty period shall be extended thirty days from the date of completion of any repair required by this section as to the defect repaired if the warranty would otherwise have expired during such period.

(3) (A) A dealer may repair, within the meaning of this section, either by performing the repair himself or by arranging and making payment for prompt repair by another.

(i) A consumer shall return a vehicle for repair under this section by presenting it to the dealer no later than five business days after the expiration of the applicable warranty period and informing him of the defect. Said return period shall be tolled during any time period in which the consumer has notified the dealer of the defect but cannot reasonably present the vehicle to the dealer; including, but not limited to, the reason that a used motor vehicle is inoperable and the dealer refuses to pay the charge to tow said vehicle. The dealer shall immediately accept return of a vehicle when it is so presented. Said used motor vehicle shall be deemed out of service commencing the day it is so presented, notwithstanding any dealer's failure to accept its return on said day. During the applicable warranty period and the aforesaid return period, the dealer shall pay the reasonable costs of towing from point of breakdown up to thirty miles to obtain required repairs or to return the vehicle to the dealer.

Upon return of the used motor vehicle to the consumer after repair, the dealer shall provide the consumer with a warranty repair receipt describing (a) the defect complained of, (b) the work performed in an attempt to correct such defect and the identity of the repairer if it is not the dealer, and (c) the parts replaced in performing such work. For the dealer to toll the ten business day period as provided in clause (ii) of this paragraph said dealer shall attach to each such warranty repair receipt copies of such order forms, invoices, receipts or other evidence of a parts order and its receipt to evidence his compliance with this paragraph.

(ii) If the dealer fails to repair the same defect within three attempts, or if the used motor vehicle is out of service for more than a cumulative total of ten business days after the consumer has returned it to the dealer for repair of the same, then the dealer shall accept return of the vehicle from the consumer and refund the full repurchase price, less a reasonable allowance for use. A reasonable allowance for use shall be fifteen cents for each mile the used motor vehicle has been operated between its sale and the dealer's repurchase.

A consumer shall have the option of retaining the use of any vehicle returned under the provisions of this section until such time as said consumer has been tendered a full refund. The use of any vehicle retained by a consumer after its return to a manufacturer under the provisions of this section, shall, in instances in which a refund is tendered, be reflected in the above-mentioned reasonable allowance for use.

A used motor vehicle shall not be considered out of service for purposes of the ten business-day period described hereinabove for any day in which a part necessary to repair a defect complained of is not in the dealer's possession; provided, however, that the dealer has ordered the part by reasonable means on the same day on which he knew or should have known that the part was necessary, except that in no event shall a part's unavailability operate to toll the ten business-day period for more than twenty-one days. The applicable warranty period shall be extended by the number of days a part is unavailable.

(iii) All dealers shall submit to state-certified, used car arbitration, if such arbitration is requested by the consumer, asserting his or her right to a repurchase under this section, within six months from the date of original delivery to such consumer of a used motor vehicle. State-certified, used car arbitration shall be performed by a professional arbitrator or arbitration firm appointed by the secretary of consumer affairs and business regulation and operating in accordance with the regulations promulgated pursuant to this section, and shall result in a written finding of whether the motor vehicle in dispute meets the standards set forth by this section for vehicles that are required to be repurchased. Said finding shall be issued within forty-five days of receipt by said secretary of a request by a consumer for state-certified arbitration under this section. Said secretary shall promulgate rules and regulations governing the proceedings of state-certified, used car arbitration which shall promote their fairness and efficiency. Such rules and regulations shall include, but not be limited to, a requirement of the personal objectivity of each such arbitrator, and the protection of the right of each party to present its case and to be in attendance during any presentation made by the other party.

If a motor vehicle is found by state-certified, used car arbitration to have met the standards set forth by this section for vehicles required to be repurchased, and if the dealer who sold said motor vehicle is found to have failed to provide said refund as required, such dealer shall, within twenty-one days from the issuance of such finding, deliver such refund, including the incidental and other costs set forth in the definition of "repurchase price" or appeal the finding in a district or superior court. No such appeal by a dealer shall be heard unless the petition for such appeal is filed with the clerk of the district or superior court within twenty-one days of issuance of the finding of the state-certified arbitration and is accompanied by a bond in a principal sum equal to the money award made by the state-certified arbitrator plus five hundred dollars for anticipated attorneys' fees, secured by cash or its equivalent, payable to the consumer.

The liability of the surety of any bond filed pursuant to this section shall be limited to the indemnification of the consumer in the action. Such bond shall not limit or impair any right of recovery otherwise available pursuant to law, nor shall the amount of the bond be relevant in determining the amount of recovery to which the consumer shall be entitled.

Upon an appeal, the court shall vacate the award only if:

(a) the award was procured by corruption, fraud or other undue means;

(b) there was evident partiality by an arbitrator or corruption in any of the arbitrators, or misconduct prejudicing the rights of any party; or

(c) the arbitrators exceeded their powers.

In addition to any other rights and remedies, any consumer dissatisfied with any finding of state-certified, used car arbitration shall have the right to file a claim pursuant to chapter ninety-three A. In addition to any other recovery, any prevailing consumer shall be awarded reasonable attorneys' fees and costs.

Whoever, within twenty-one days of any finding in favor of the consumer of the state-certified, used car arbitration, fails to appeal such finding and does not deliver a refund shall be punished by a fine of fifty dollars per day until the delivery of such refund. Said fine shall not exceed five hundred dollars for each such violation. The amount of said fine shall begin to accumulate on the twenty-second day following the arbitration decision. If eighty-one days has elapsed from the issuance of a finding in favor of the consumer of the state-certified, used car arbitration, and no appeal has been taken and no award delivered and no fine paid, the attorney general shall initiate proceedings against dealer for failure to pay said fine. The proceedings initiated pursuant to the provisions of this section shall be commenced in superior court department of the trial court.

In addition to the remedies hereinbefore provided, the attorney general may bring an action on behalf of the commonwealth to restrain further violation of this section, to enforce any provision, and for such other relief as may be appropriate.

(iv) At any time within the applicable warranty period and after a consumer has complained of a defect, notwithstanding any objection from the consumer, the dealer shall have the option of repurchasing a used vehicle and refunding the full repurchase price, less a reasonable allowance for use. A reasonable allowance for use shall be fifteen cents for each mile the used motor vehicle had been operated between its sale and the dealer's repurchase.

(v) If the dealer is required to or elects to repurchase a vehicle under the terms of this section, the consumer and dealer shall cooperate with each other to execute all necessary documents in order to clear the title of any encumbrances on the repurchased vehicle.

(B) It shall be an affirmative defense to any claim under this section that an alleged defect (i) does not impair the vehicle's use or safety, (ii) is the result of owner negligence, abuse, damage caused by accident, vandalism, or, an attempt to repair the vehicle by a person other than the dealer, the dealer's designee, or the manufacturer's representative under clause (ii) of paragraph (A) of subsection (2), (iii) is the result of any attempt by the consumer to modify the vehicle, (iv) was covered or warranted under an express warranty issued by the manufacturer of such used motor vehicle, that such warranty issued by the manufacturer of such used motor vehicle was in effect during the warranty period established by this section, so long as the conditions in said clause (ii) of said paragraph (A) of said subsection (2) are met.

(4) Clear and conspicuous notice of the warranties created by this section, of the rights pertaining thereto, and of the implied warranty of merchantability shall be given to the consumer in writing at the time the consumer purchases a used motor vehicle from the dealer. Failure to provide such notice shall toll the warranty periods under this section until such notice is given.

(5) The secretary of consumer affairs and business regulation shall promulgate rules and regulations to implement the notice provisions of this section. Said rules and regulations shall include the establishment of wording, format, placement, and distribution of all notices specified in this section. In her discretion, and in order to facilitate ease of understanding by consumers, said secretary may consolidate the notices required by this section and any other notices pertaining to the purchase of motor

vehicles; provided, however, that such consolidation does not render the notices inconsistent with any of the provisions of this section or any other law. Each notice required by this section shall describe the procedures available to redress violations of this section and shall contain the telephone number of the attorney general's consumer protection division complaint section and the office of consumer affairs and business regulation.

(6) A dealer's failure to comply with any of the provisions of this section shall constitute an unfair or deceptive act under the provisions of chapter ninety-three A.

(7) Notwithstanding any provisions of law to the contrary, this section shall not apply to any used motor vehicle sold by a dealer to a consumer for less than seven hundred dollars.

(8) A private seller shall clearly disclose to any prospective buyer, before the sale is completed, all defects the seller knows of which impair the used motor vehicle's safety or substantially impair its use. Failure to so disclose known defects shall entitle the buyer, within thirty days after the sale, to rescind the sale and be entitled to return of all monies paid to the seller less a reasonable amount for use as defined in clause (iv) of paragraph (A) subsection (3). In any subsequent action by a buyer under this section, if the court finds that the settlement offer was unreasonable in light of the circumstances or that the private seller has otherwise failed to comply with the requirements of this subsection, in addition to damages, it shall award the buyer reasonable attorneys' fees and costs; if the court finds that the buyer's action was frivolous or not in good faith, it shall award the seller reasonable attorneys' fees and costs. It shall be an affirmative defense in any such action that an alleged defect does not impair the vehicle's safety, or substantially impair its use, or that it is the result of the buyer's negligence, abuse, damage caused by accident, vandalism or attempt to modify the vehicle.

(9) Nothing in this section shall be construed in any way to limit the enforceability of any implied warranties created by law, any rights created by section seven N or seven N1/2, or chapter ninety-three A or any rules and regulations promulgated pursuant thereto, or express warranties given by a dealer in connection with the sale of a used motor vehicle, or any other rights or remedies available to consumers under applicable law.

(10) If a consumer is eligible for relief under the provisions of section seven N1/2, to have repairs effected or other relief provided under the provisions of an express warranty covering such used motor vehicle issued by the manufacturer of such used motor vehicle, said consumer shall make reasonable effort in accordance with the terms and conditions thereof to obtain such relief or repairs before seeking enforcement of rights under this section. If the consumer, notwithstanding his eligibility to do so, is unable to enforce rights under said section seven N1/2 or under such express warranty and the dealer provides such relief or, in accordance with the provisions of this section, repurchases such used motor vehicle, the dealer shall be subrogated to the rights of such consumer against such manufacturer under the provisions of said section seven N1/2, such express warranty and otherwise in accordance with applicable law, and may enforce the same in his name in the superior court or district court department. Such manufacturer shall hold the dealer harmless from and against all damages, liabilities, losses and reasonable expenses of suit, including reasonable attorneys' fees arising out of or incurred by the dealer by its compliance with the provisions of this section if such manufacturer, having been notified in writing by the dealer that such rights have been asserted by a consumer, fails to resolve the same at its own expense in or within seven business days.

(11) The licensing authorities responsible pursuant to section fifty-nine of chapter one hundred and forty for licensing used motor vehicle dealers shall distribute copies of this section to each dealer licensed at any time a license is granted or renewed.

(12) The provisions of this section shall not apply to the sale of a leased vehicle by a lessor to the lessee of said vehicle, a family member or employee of said lessee or to the sale of a used motor vehicle by an employer to his employee.

(13) Any action brought pursuant to this section shall be commenced within two years of the date of original delivery of the used motor vehicle to the consumer.

CITY OF PITTSFIELD

SUPPLEMENTAL RULES AND REGULATIONS
FOR THE LICENSING AND REGULATION OF USED CAR LOTS

SECTION I. DEFINITIONS: Whenever the following terms are used in these rules they shall have the meanings respectively ascribed to them in this section, unless otherwise expressly provided, or unless a different meaning is reasonably and clearly apparent from the language of context:

A. "Classes of Used Car Lots" - Chapter 140, Section #58

#58, Classes. Licenses granted under the following section shall be classified as follows:

Class I. 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 principal 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 applicable to holders of licenses of Class 2.

Class 2. A 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. A person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding and selling 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. As amended St. 1948, c. 181, #1, St. 1952.c.103, #2.

- B. "Chief Engineer of the Fire Department." The Chief Engineer of the Fire Department, or any Deputy Chief Engineer or other person who shall be acting as the head of the Fire Department in the absence of the Chief Engineer.
- C. "License." A license issued to a person engaged in the business of conducting or maintaining a used car lot issued by the proper licensing authority.
- D. "Motor vehicle." - FPR-4. Any vehicle containing or using gasoline or any other petroleum product for fuel or power, excluding vehicles having fuel tanks of one gallon or less capacity.
- E. "Used Car Lot." A space or spaces used for the sale of second hand motor vehicles other than a building or structure, as said words "used car lots" are in general use.
- F. "Person." Any person, partnership, or corporation.

Section II. No person shall engage in the business of conducting or maintaining a used car lot without first securing a license issued therefore by the licensing Board of the City of Pittsfield.

Section III. The application for a license shall be made in writing and filed with the Licensing Board upon a form provided therefore by said Licensing Board, and shall be signed by the applicant. It shall

include the following information, and such additional information as the Licensing Board may from time to time reasonably require:

- (a) The name and address of the applicant. If a corporation or trust, the name and address of all officers of said corporation or trust.
- (b) The location of the premises, giving the street address, and the lot and map number by which the premises are identified by the Board of Assessors.
- (c) The name and address of the owner of the premises.
- (d) The maximum number of vehicles to be parked on the premises: as determined by allowing each vehicle an area of at least eight (8) feet by twenty (20) feet.
- (e) A brief description of any buildings located on the premises and the uses being made of such buildings on the date of application.

Section IV. The Licensing Board will accept no application for a license unless it shall bear thereon a certificate signed by the Inspector of Buildings certifying the following:

- (a) The lot and map number by which the premises are identified by the applicant in his application.
- (b) The zoning district in which said premises are located, as classified by the Building Zone Ordinance.
- (c) That the use of said premises for the business of conducting or maintaining a used car lot in the manner described in the application and plans filed therewith is permitted under the Building Zone Ordinance
- (d) That the applicant has secured all permits, certificates of occupancy, or other authorizations from the Inspector of Buildings or the Board of Zoning Appeals which he is required to secure under the Building Zone Ordinance.

Section V. No application for a license will be accepted by the Licensing Board unless it shall bear thereon the approval of the Chief Engineer of the Fire Department, certifying that in his opinion, the granting of the license and the use of the premises in the manner proposed by the application and plans filed therewith, will not constitute a fire hazard.

Section VI. Every application for a license filed with the Licensing Board shall be accompanied by a plan conforming to the following requirements:

- (a) The plan shall be drawn to a scale of not more than ten feet of the premises for one inch on the plan, showing the entire parcel of land, and also showing the portion thereof intended to be used as a used car lot.
- (b) The plan shall include, in the same or smaller scale, a detail of the location of the premises with reference to the nearest intersection of streets.
- (c) The plan shall show the location and dimensions of all driveways or access areas and the location and dimensions of entrances/exits from/to public ways.

- (d) The plan shall show a set-back from the property line of not less than one (1) foot; a set-back from the side lines of not less than two (2) feet; a set-back from the front of not less than one (1) foot; from the property line; a set-back from the rear line of not less than one (1) foot. Said plan shall show a set-back of not less than ten (10) feet from any structure occupied as living quarters by inhabitants. No car or any part thereof shall protrude on the set-backs above-described.
- (e) The plan shall be signed by the applicant, the Inspector of Buildings and the Chief Engineer of the Fire Department for Identification.
- (f) Plans shall be prepared in triplicate. One copy shall be retained by the Inspector of Buildings and another copy by the Chief Engineer of the Fire department. Photocopies are acceptable.
- (g) A substantial revision of the parking arrangement on said lot will require the filing of a new plan within 20 days in the form and manner prescribed herein regardless of the time of year said revision occurs.

SECTION VII. The Licensing Board shall determine the annual fee for licenses annually. Each such license shall state thereon the name and address of the licensee, the lot, map number, and street address of the licensed premises, and the number of vehicles, which may be parked on said premises. Such licenses shall take effect upon payment of the required license fee to the Licensing Board, or upon such later date as may be stated thereon pursuant to the rules and regulations of the Licensing Board granting the same.

All licenses shall expire on December thirty-first following the date of issue. The license fee shall be pro-rated on a monthly basis as to any license issued after December thirty-first in any year, but no refund shall be allowed upon the surrender, suspension or revocation of any license. Such pro-rating shall not operate to reduce said fee below five (\$5.00) Dollars.

SECTION VIII. Upon the filing of a written application with the Licensing Board on or before December thirty-first, in the form required or approved by the Licensing Board, the holder of any license theretofore issued, and still in full force and effect, shall be issued a renewal thereof by the Licensing Board, upon the same terms and conditions as the license being renewed, and subject to the payment of the required annual license fee to the Licensing Board.

SECTION IX. Licenses shall not be transferable, and they shall not authorize any person except the holder of such license to engage in the business of conducting or maintaining a used car lot on the licensed premises.

SECTION X. All licenses shall be subject to all terms and conditions, which may be included by the Licensing Board granting the same, and also subject to all of the terms, conditions and provisions of said Board as now enacted or as hereafter amended.

SECTION XI. No license shall be issued unless the one operating the used car lot agrees to keep all driveways into and out of said lot open and clear at all times. That no used car other than those actually repaired and ready for sale shall be kept on said used car lot. That no major auto repairs, bodywork or painting shall be performed on lot. That there shall be no "stripping" of cars and that no so-called "junk cars" shall be kept thereon. Business hours will be conspicuously posted on the premises and shall be observed by the proprietor or owner.

SECTION XII. All licenses shall be issued subject to the right expressly reserved by the Licensing Board to suspend or revoke the same after hearing, for violation of the rules and regulations or other rules governing the sale of second hand vehicles.

SECTION XIII. The inspector of Buildings and the Chief Engineer of the Fire Department shall cause all premises licensed under this chapter to be inspected at least once in each calendar year, and in addition thereto as frequently as they may think necessary, or as the Licensing Board may require. If they observe any violations of the terms and conditions of this ordinance, or of the license issued hereunder, they may give the licensee written notice to take whatever action may be necessary to effect compliance. If the licensee shall fail, neglect or refuse to effect compliance, within a reasonable time after the giving of such notice, the Inspector of Buildings or the chief Engineer of the Fire Department shall report the matter in writing to the Licensing Board, and in addition shall take such action or proceedings as may be necessary for enforcement.

SECTION XIV. These regulations are to be considered supplemental to and in addition to existing city ordinances and state statutes governing this subject.

AFFIDAVIT OF THE MAILING OF NOTICES OF THE FILING OF AN APPLICATION FOR AN AUTO DEALER'S LICENSE

To be completed and signed by the applicant and filed at the office of the Licensing Board.

In accordance with the requirements of the City of Pittsfield Licensing Board, I hereby declare that on the _____ day of _____, 20____, I sent by certified mail, return receipt to the persons hereinafter listed notices, a copy of which is attached hereto, of the filing with the Licensing Board of the City of Pittsfield, by the undersigned of an application for a license to conduct and maintain an auto dealer's license, at _____ in said Pittsfield.

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____

SIGNED UNDER THE PAINS & PENALTIES OF PERJURY

Signature of Applicant

On this ____ day of _____, 20____ before me, the undersigned notary public, personally appeared, _____ proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose.

Notary Public