

West Tisbury Fire Department



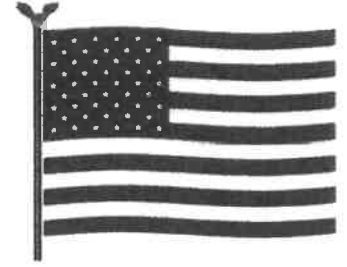
P.O. Box 490

West Tisbury MA. 02575

Telephone: 1-508-693-9555

Cell:1-508-328-7421

Fax:1-508-693-8367



Chief, Gregory M Pachico

gpachico@westtisburyfire.org

06/13/2022

Shelyn & Luiz Oliveira,

P.O Box 2769

Vineyard Haven, MA 02568

Per order of the Zoning Board of Appeals, Regarding Special Permit 2017-07.

Findings:

11) The Board accepted the recommendations by the Board of Health (see letter dated June 28, 2017). They concluded the project was acceptable with the following recommendation; (1) Random inspections by the Fire Chief and/or Health Agent to insure no chemicals is being stored on the property. (2) Confirmation in the form of a receipt(s), that the airport storage unit is being used for its intended purpose.

I am requesting a copy of a receipt that the storage unit is being used for its intended purpose.

You can send confirmation to:

West Tisbury Fire Department

P.O Box 490

West Tisbury, MA 02575

Thank You,

From: Omar Johnson boh@westtisbury-ma.gov
Subject: RE: Deer Cooling Unit Question
Date: Jun 23, 2022 at 11:37:59 AM
To: shemaria35@icloud.com

Good morning,

I reached out to the State's Food Protection Program (DPH) regarding your having a cooler unit for storage and processing of deer on your property. Because the unit would be used for your own personal purposes and not for other members of the public, it is according to DPH, allowed. DPH specifically stated a decision to allow this would be up to the ZBA.

Omar Johnson
Health Agent
West Tisbury Board of Health
[\(508\) 696-0105](tel:5086960105)

INVOICE

CAPE COD TRAILER STORAGE, INC.

Drawer W
HYANNIS, MA 02601
(508) 362-2721

DATE 05/07/2022
ACCOUNT NUMBER
Inv# 216222
Acct# 11073
PO#

PAST DUE

SHELYN GARCIA
P.O. BOX 1555

WEST TISBURY MA 02575

AMOUNT ENCLOSED \$ _____

560 STATE RD. , WEST TISBURY

RETURN THIS PORTION WITH PAYMENT

DATE	CHARGES AND CREDITS	AMOUNT
07-Apr-22	PREVIOUS BAL FOR UNIT C020K613	\$573.74
05-May-22	RENT FOR UNIT# C020K613	\$135.00

PAID
4/26/22

PAST DUE

SUBTOTAL \$135.00
TAX \$8.44
TOTAL DUE \$717.18

THRU: 06/02/2022

19877

PAY LAST AMOUNT
IN THIS COLUMN

CAPE COD TRAILER STORAGE, INC.

DUE UPON RECEIPT



**WAREHOUSE RECEIPT
AND
STORAGE CONTRACT**

W.R. #	7480
ISSUE DATE	01/01/2022

Storage Contract Valid 01/01/2022 – 12/30/22

DATE: 01/01/2022 – 12/30/22
 RECEIVED FROM: Spray Foam Distributors Of NE INC
 ADDRESS:
 CITY/ZIP: ,
 PHONE:

DATE:
 DELIVERED TO: Carroll's MVRT C/O ASFI
 ADDRESS: 32 Jonathan Boume Drive Unit 8
 CITY/ZIP: Pocasset, 02559
 PHONE:

STATEMENT OF OWNERSHIP
 Received for the account of ("Storage Depositor") being the lawful owner or agent of the owner whose latest known address is the property described below, in condition described herein, to be stored at a warehouse located at 475 Edgartown Vineyard Haven Rd, Vineyard Haven, MA 02568 subject to all the terms and conditions contained in this Warehouse Receipt and Storage Contract and on second page as well as inventories reference below.
 I HEREBY ACKNOWLEDGE ALL TERMS & CONDITIONS X

"The property which you are putting in storage is not covered by insurance against fire of theft. You may contact the warehouseman for instructions on placing insurance coverage for fire and theft on the deposited property."
LIABILITY LIMITATION
 Storage Depositor must select one of the options below. In the event that the Storage Depositor does not select one of those options, the Warehouseman's maximum liability is .60 cents per pound, per article with a maximum liability of two thousand dollars (\$2,000.00) for the entire lot.
 SELECT ONE OF THE FOLLOWING:
 I. () .60 per lb/article (\$2,000.00 max. liability per lot) initials
 II. () Full replacement value of \$0.00 initials
 at a charge of \$0.00 per month.
 III. (X) [Freight Storage Only] – 0.00 liability initials

CHARGES	
Storage cost per month (Varies Month to Month) 1-4 pallets @ \$60.00 Additional pallets charged @ \$20.00 per additional pallet	\$0.00
NOTICE - THIS AGREEMENT DOES NOT CONTAIN TRANSPORTATION OR OTHER RELATED MOVING CHARGES WAREHOUSEMAN'S RATES MAY BE CHANGED WITH 30 DAYS WRITTEN NOTICE (SECTION 9 SECOND PAGE)	\$
	\$
Valuation Charges	\$
Liability Charges: NONE	
Advanced Charges	\$
	\$0.00
	\$
	\$
	\$
	\$
TOTAL CHARGES	\$
	\$
	\$
Charges to be calculated at the end of each calendar month.	\$0.00

INVENTORIES

Total cubic feet of storage: 0
 Date Into Storage:
 Inventory Lot No. Tag Color
 Inventory Pages to and/or Item Numbers to
 are hereby referenced as containing the contents of this storage lot.
 Storage Depositor X

SPECIAL SERVICES

Pallets are to be stored at Carroll's Trucking Pocasset Location until delivery to Carroll's Martha's Vineyard Location is requested by customer. Once removed from care of Carroll's MVRT; Carroll's MVRT is no longer liable for storage or handling of items.

WAREHOUSEMAN

Pocasset Warehouse Manager.
 BY X Marcus Maseda DATE

RECEIVED FROM AT ORIGIN

I acknowledge receipt of true and complete copies of this Warehouse Receipt and Storage Contract and Inventory or Inventories, and the condition of the goods when loaded as noted on said Inventory or Inventories.
 SIGNATURE OF STORAGE DEPOSITOR OR AGENT DATE

ACCESS AND ORDER FOR DELIVERY FROM STORAGE

In addition to the Storage Depositor, the following individuals shall be authorized to have access to the property described in this Warehouse Receipt and Storage Contract, and related inventories; subject to payment of the charges agreed to herein:

Such property shall be delivered to the Storage Depositor or the authorized individuals identified above, if any, provided payment of all storage warehouse handling, and other charges are made and surrender of this Warehouse Receipt and Storage Contract, and related inventories, properly endorsed, is made.
 SIGNATURE OF STORAGE DEPOSITOR OR AGENT DATE

DELIVERY RECEIPT

SIGNATURE OF STORAGE DEPOSITOR OR AGENT DATE
 X

CLAIMS FOR DAMAGE OR LOSS MUST BE FILED WITH THIS CARRIER WITHIN 60 DAYS - (SEE CONTRACT TERMS AND CONDITIONS SEC. 7)

CONTRACT TERMS AND CONDITIONS

1. **OWNERSHIP OF PROPERTY:** The customer has represented and warranted to the company that he is the legal owner or in lawful possession of the property and has the legal right and authority to contract for services for all of the property tendered, upon provisions, limitations, terms and conditions herein set forth and that there are no existing liens, mortgages or encumbrances on said property. If there be any litigation as a result of the breach of this clause customer agrees to pay all charges that may be due together with such costs and expenses including attorney's fees which this company may reasonably incur or become liable to pay in connection therewith and this company shall have a lien on said property for all charges that may be due them as well as for such costs and expenses.
2. **PAYMENT:** (a) It is agreed that the company shall have a general lien upon any and all property deposited with it or hereafter deposited with it. All goods deposited upon which storage and all other charges are not paid when due, will be sold at public auction to pay said accrued charges and expenses of the sale, after due notice to the depositor, and publication of the time and place of said sale, according to law.

(b) The company shall have a further lien for all monies advanced to any third parties for account of the depositor.

(c) Accounts are due and payable monthly in advance. Interest will be charges on all accounts unpaid for a period of three months after they become due. All charges must be paid in cash, money order, or certified check before the delivery or transfer of goods deposited under this contract and no transfer will be recognized unless entered on the books of the company.
3. **LIABILITY OF THE COMPANY:** (a) The company, when transporting to or from the warehouse for permanent storage acts as a private carrier only, reserving the right to refuse any order for transporting and in no event is a common carrier.

(b) This contract is accepted subject to delays or damages caused by war, insurrection, labor troubles, strikes, Acts of God or the public enemy, riots, the elements, street traffic, elevator service or other causes beyond the control of the company

(c) The company is not responsible for any fragile articles injured or broken, unless packed by its employees and unpacked by them at the time of delivery. The company will not be responsible for mechanical or electrical functioning of any article such as but not limited to, pianos, radios, CD players, television sets, clocks, barometers, washers, dryers, mechanical refrigerators or air conditioners or other instruments or appliances whether or not such articles are packed or unpacked by the company.

(d) No liability of any kind shall attach to this company for any damage caused to the goods by inherent vice, moths, vermin or other insects, rust, fire, water, changes of temperature, fumigation or deterioration.

(e) Unless a greater valuation is stated herein, the depositor or owner declares that the value in case of loss or damage arising out of storage, transportation, packing, unpacking, fumigation, cleaning or handling of the goods and the liability of the company for any cause for which it may be liable for each or any piece or package and the contents thereof does not exceed and is limited to 60cents per lb per article, or for the entire contents of the entire storage lot does not exceed and is limited to \$2,000, upon which declared or agreed value the rates are based, the depositor or owner having been given the opportunity to declare a higher valuation without limitation in case of loss or damage from any cause which would make the company liable and to pay the higher rate based thereon.

(f) In no event shall the company be responsible for loss or damage to documents, stamps, securities, specie or jewelry or other articles of high and unusual value unless a special agreement in writing is made between the customer and the company with respect to such articles.
4. **MINIMUM PERIOD FOR STORAGE:** On storage accounts three months storage will be charged for any fraction of the first three months period. Thereafter one month's storage rate will be charged for thirty days or less.
5. **TERMINATION OF STORAGE:** The Company reserves the right to terminate storage of the goods at any time by giving the depositor 30 days written notice of its intention to do so and unless the depositor removes such goods within that period the company is hereby empowered to have the same removed at the cost and expense of the depositor. And upon so doing the company shall be relieved of any liability with respect to such goods therefore or thereafter incurred.
6. **ADDRESS AND CHANGE:** It is agreed that the address of the depositor of goods for storage is as given on the front side of this contract and shall be relied upon by the company as the address of the depositor until change of address is given in writing to the company and acknowledged in writing by the company and notice of any change of address will not be valid or binding upon the company if given or acknowledged in any other manner.
7. **FILING OF CLAIM NOTICE:** (a) As a condition precedent to recovery, claim must be in writing, supported by a paid freight bill and filed with the company within sixty (60) days after delivery of the goods. No action may be maintained by the depositor against the company either by suit or arbitration to recover for claimed loss or damage, unless commenced with twelve (12) months next after the date of delivery by the company.

(b) The company shall have the right to inspect and repair alleged damaged articles.
8. **CORRECTION OF ERRORS:** The depositor agrees that unless notice is given in writing to the company within ten days after the receipt of the inventory list accompanying the warehouse receipt and made a part thereof including any exceptions noted thereon as to the condition of the property when received for storage, the inventory list shall be deemed to be correct and complete.
9. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract, the breach thereof, or the goods affected thereby, whether such claims be found in tort or contract shall be settled by arbitration law of the Company's State and under the rules of the American Arbitration Association, provided however, that upon any such arbitration the arbitrator or arbitrators may not vary or modify any of the foregoing provisions.
10. **AGREEMENT:** The contract represents the entire agreement between the parties hereto and cannot be modified except in writing and shall be deemed to apply to all the property whether HHG or goods of any other nature or description which the company may now or any time in the future store, pack, transport or ship for the owner's account.
11. **GENERAL CONDITIONS:** (a) If goods cannot be delivered in the ordinary way by stairs or elevator, the owner agrees to pay an additional charge for hoisting or lowering or other necessary labor to affect delivery. Customer shall arrange in advance for all necessary elevator and other services and any charges for same shall be met by the customer. Customer agrees to pay the hourly or cwt charge in this contract for waiting time caused by lack of sufficient elevator service.

(b) Packing or moving charges do not include the taking down or putting up of curtains, mirrors, fixtures, pictures, electric or other fittings, or the relaying of floor coverings or similar services but if such services are ordered a charge will be made therefore.