



TERMS & CONDITIONS

The purpose and goal of building codes, permitting and inspections are to ensure the protection of public safety and health. Codes and regulations adopted by the State and City represent the minimum standard for work being performed on a structure in the City of Lowell. It is the applicant's responsibility to ensure that he/she is aware of all laws, regulations and rules regarding repairs, renovations, alterations, demolition and new construction of any structure. **Protect yourself and ensure that you obtain the proper permits and inspections.**

By submitting an application to the City of Lowell, the applicant agrees to abide by the following Terms & Conditions described below.

1. Taxes and Financial Obligations

In accordance with City of Lowell policy, all taxes, fees, fines, and financial obligations must be current before an application will be processed and any permit(s) issued.

2. Cost Affidavits

Cost based fees are subject to review, and may change based on the final cost affidavit submitted to the City.

3. Additional Reviews

Individual parcels may require reviews by additional boards, based on a variety of factors (e.g., being within a Conservation or Historic District, being within so many feet of wetlands or flood zones, etc.).

4. Utility Review

It is the Applicant's/Owner's responsibility to ensure that any necessary utility reviews are completed in advance of submitting an application. A DigSafe Ticket # is required whenever there is any groundwork being conducted (e.g., foundations, decks, porches, etc.). DigSafe may be reached via 888-DIGSAFE or www.digsafe.com).

5. Posting of Work

Permits must be posted on site with a copy of the plans and/or order of conditions from other departments, boards, or commissions.

6. Commencement of Work

Work must be started within six (6) months of the date that the permit is issued. Extensions, for periods not exceeding six (6) months, may be granted in writing by the Building Commissioner. If there have been changes in the Zoning Ordinance or Building Code prior to the extension, you will have to comply with the new requirements. Once started, the work "must proceed in good faith continuously to completion so far as is reasonably practicable under the circumstances", per the Building Code.

7. Applicant's/Owner's Responsibility to Have Work Inspected

The owner/contractor is responsible to call and make the appointment to schedule the appropriate inspection(s) with the City's inspectors at various stages during construction. Failure to obtain proper permits or to have the work inspected and signed off on can result in the loss of the homeowner's insurance, impact the sale or transfer of the property, result in the suspension or revocation of contractor's state licenses. If the owner/contractor fails to schedule required inspections, the City may choose any/all of the following remedies:

- a. Require selective demolition of the work to inspect the adequacy of the work and compliance with applicable Codes.
- b. Cite the owner and assess penalties of up to \$300 per day in which the work remains uninspected.

- c. File a complaint against the contractor with the Massachusetts Board of Professional Licensure.
- d. File a criminal complaint against the owner/contractor with the appropriate court of law. Penalties include a fine of not more than \$1,000 or imprisonment for not more than one year, or both, for each day the violation exists.

8. Demolition and/or Construction Debris May Not Be Put Curbside for Municipal Trash Pick Up

As a result of the provisions of MGL c40s54, the applicant acknowledges that as a condition of permit issuance, all debris resulting from the construction activity governed by said permit (s) must be disposed of in a properly licensed solid waste disposal facility, as defined by MGL c111s150A.

9. Workers Compensation Insurance Affidavit

In accordance with MGL c152s25C(6) a Workers Compensation Affidavit must be completed and submitted with any applications submitted by a contractor or a homeowner

10. Arbitration Program & Guaranty Fund

Any homeowner who obtains a building permit to do his/her work or hires a contractor not registered with the Massachusetts' Home Improvement Contractor (HIC) Program, will NOT have access to the Arbitration Program or Guaranty Fund under MGL c142A. For more information about the HIC Program and Construction Supervisor Licensing (CSL) Program, see State of Massachusetts 780 CMR Regulations 110.R5 and 110.R6.

11. Owner's or Owner's Agent Declaration

As Owner/Owner's Agent, you hereby declare, under the pains and penalties of perjury that the statements and information provided within your application are true and accurate, to the best of your knowledge and behalf, and that you understand the requirements, regulations and laws applicable to the work described within your application.