



**Zoning Board of Appeals
AGENDA**

Monday, January 26, 2026 - 6:30 PM

Regular Meeting
Agawam Senior Center
954 Main Street
Agawam, MA 01001

A. Zoning Board of Appeals

- 1) 6:30PM-Public Hearing-Case#2043-372 South Westfield Street-Tsimoshak-Special Permit
- 2) Case#2042-262 Colemore-Dommenko-Appeal
- 3) Approval of Minutes-December 8, 2025 & January 12, 2026
- 4) Any other matter that may legally come before the Zoning Board of Appeals



TOWN OF AGAWAM
36 MAIN STREET
AGAWAM, MA 01001

BOARD OF APPEALS

FOR OFFICE USE ONLY

Case #: 2043
Filed: 12.5.25
Hearing: 1.26.25
Expires: 0.

Application to Board of Appeals for SPECIAL PERMIT as provided in the Zoning and other By-laws.

Applicant Arkadzi Tsimoshak

Address 371 S Westfield St, Feeding Hills, MA 01030

Application is hereby made for a SPECIAL PERMIT as provided by Section 114, Paragraph 5 of the By-law.

Premises affected are situated on 371 S Westfield Street; _____ feet distant from the corner of _____ Street and known as street number 371.
Property is zoned as Industrial.

Reason(s) for request of Special Permit:

I am requesting a Special Permit to operate a Class II Motor Vehicle Dealer at 371 S Westfield St in Feeding Hills, MA.

The location was previously used as a licensed Class II dealership a few years ago. I plan to reopen the dealership and use the space for the retail sale of used motor vehicles. No major changes to the property use are proposed at this time.

email: atsimoshaks@gmail.com

Signature of owner or his authorized agent: 

Telephone #: 413-386-9817

NOTICE: THIS APPLICATION MUST BE FILLED OUT IN INK OR TYPEWRITTEN

This deed combines two parcels

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That I, LUIGI CHIARELLA, individually, of 27 Jamie Lane, Feeding Hills (Agawam), Hampden County, Massachusetts, for consideration paid, and in full consideration of Two Million Three Hundred Twenty Thousand and No/100 (\$2,320,000.00) Dollars, grant to 371 S Westfield LLC, a Massachusetts Limited Liability Company with a principal address of 157 Trull Road, Tewksbury, Middlesex County, Massachusetts,

with Warranty Covenants

The land in Feeding Hills (Agawam), Hampden County, Massachusetts, bounded and described as follows:

PARCEL I:

Beginning at a point in the easterly line of South Westfield Street at the southwesterly corner of the parcel described herein; thence running

S. 84° 15' 45" E. three hundred twenty-one and 23/100 (321.23) feet to a point; thence running

Northwesterly along an arc having a radius of one thousand nine hundred ninety-two and 50/100 (1992.50) feet a distance of one hundred nine and 44/100 (109.44) feet; thence running

N. 09° 04' 04" W. sixty-five and 22/100 (65.22) feet to a point; thence running

N. 84° 15' 45" W. three hundred sixteen and 99/100 (316.99) feet to a point in the easterly line of South Westfield Street; thence running

S. 11° 26' 25" W. one hundred seventy-five (175) feet, along the easterly line of South Westfield Street to the point of beginning.

Being the same premises conveyed to the grantor herein by deed of Luigi Chiarella and Francesca Chiarella dated May 22, 1991 and recorded in the Hampden County Registry of Deeds in Book 7726, Page 246.

PARCEL II:

The land in Feeding Hills (Agawam), County of Hampden, Massachusetts being known and designated as Parcel 2, Area = 16.79 acres, as shown on a plan entitled "Plan of Land in the Town of Agawam, Mass., Hampden County owned by Marcel A. Bedard and Alda A. Bedard", as recorded in the Hampden County Registry of Deeds in Book of Plans 167, Pages 34 & 35, to which plan reference may be had for a more particular description.

EXCEPTING THEREFORE the land taking as described in a Taking recorded in the Hampden County Registry of Deeds in Book 6877, Page 372.

Being the same premises conveyed to the grantor herein by deed of Marcel A. Bedard and Alda A. Bedard dated May 4, 1995 and recorded in the Hampden County Registry of Deeds in Book 9124, Page 67.

This is not homestead property.

371 South Westfield St. Feeding Hills, Ma
aka 371 South Westfield St. Agawam

Witness my hand and seal this 2nd day of June 2022,

Abbe W. McLane
Witness

Luigi Chiarella
LUIGI CHIARELLA

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

On this 2nd day of June 2022, before me, the undersigned notary public, personally appeared LUIGI CHIARELLA and proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it voluntarily for its stated purpose.



ABBE W. MCLANE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 1, 2025

Abbe W. McLane
Abbe W. McLane, Notary Public
My Commission Expires: August 1, 2025

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated 11/12/2025

BETWEEN:

371 S Westfield, LLC of 28 Church St, Suite 14 #855, Winchester, MA 01890

Telephone:(617) 419-0895 / email: 371SWestfield@gmail.com

(the "Landlord")

OF THE FIRST PART

- AND -

Arkadzi Tsimoshak of 71 Notre Dame St, Unit 2, Westfield, MA 01085-1923

Telephone: (413) 386-9817 / email: atsimoshaks@gmail.com

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 371 S Westfield St, Feeding Hills, MA 01030, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, security and alarm equipment, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not

located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the office space at 371 S Westfield St, Feeding Hills, MA 01030, USA.
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building;
- g. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

- 2. The Landlord agrees to rent to the Tenant the office space municipally described as 371 S Westfield St, Feeding Hills, MA 01030, USA (the "Premises"). The Premises are more particularly described as follows:
 - a. Unit 1: located in right side of building, beige in color, measuring approximately 716 sq ft, including waiting area, office, bathroom, shower stall, hallway, back garage, and two parking spots in front of the office. The IT closet for Storelocal Storage is not included in the leased premises.
 - b. Unit 2: located in middle of building, gray in color, measuring approximately 1,860 sq ft, including high bay with garage door, office with separate door, shared bathroom between Unit 2 and 3, and the 16 automobile display parking area along South Westfield Street for the purpose of displaying automobiles for sale.
- 3. The Leased Premises are to be used for the sole purpose of operating an automobile dealership (the "Permitted Use"). Other business that does not directly support the sale of cars at automobile dealership is prohibited unless agreed on in writing from the Landlord. The dealership license shall not exceed 16 cars.

Term

- 4. The term of the Lease commences at 8:00AM on November 17, 2025 and ends at 5:00PM on December 31, 2030 (the "Term").
- 5. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from year to year will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be amendable or terminable upon either party giving 90 days notice to the other party prior to the renewal period.

Rent

6. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$3,250.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
7. The Landlord will provide a \$7500 allowance for Building improvements to be completed over the first 60-days of the Lease. Tenant will submit receipts and pictures of the work to the Landlord to receive reimbursement in the form of a credit towards future rent. Acceptable improvements include: cleaning, painting, flooring, plumbing, electrical, lighting, and other improvements agreed to by the Landlord in writing.
8. The rent will be waived for the second month of the lease
9. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord. The first month's rent will be paid in full and the third month's rent prorated to align the payment schedule with the first of the month.
10. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, Rent will automatically increase 3.5% annually.
11. The Tenant will be charged an additional amount of 10.00% of the Base Rent for any late payment of Base Rent.
12. The Tenant will be given a grace period of 15 Days to pay Rent before late payment fees are charged.
13. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Security Deposit

14. Concurrently with Tenant's delivery of this Lease, Tenant shall deposit with Landlord the sum of \$3250.00 (the "Security Deposit"), to be held by Landlord as security for the full and faithful performance of Tenant's obligations under this Lease, to pay any rental sums, including without limitation such additional rent as may be owing under any provision hereof, and to maintain the Premises as required by this Lease. Upon any breach of the foregoing obligations by Tenant, Landlord may apply all or part of the Security Deposit as full or partial compensation. If any portion of the Security Deposit is so applied, Tenant shall within 5 days after written demand by Landlord deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep this Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. In no event may Tenant utilize all or any portion of the Security Deposit as a payment toward any rental sum due under this Lease. Any unapplied balance of the Security Deposit shall be returned to Tenant or, at Landlord's option, to the last assignee of Tenant's interest in this Lease within 30 days following the termination of this Lease and Tenant's vacation of the Premises.

Operating Costs

15. In addition to the Base Rent, the Tenant is responsible for directly paying to the appropriate suppliers the following operating costs:
 - a. cleaning and janitorial services;
 - b. all utilities supplied to the Leased Premises;
 - c. security;
 - d. window cleaning;

- e. all insurance relating to the Building as placed by the Landlord from time to time, acting prudently;
 - f. Tenant shall be responsible for the first \$500.00 (the 'Repair Deductible') of any single, distinct repair or replacement. Landlord shall be responsible for any costs in excess of the Repair Deductible for said repair.
 - g. operation and maintenance of the 16 automobile display parking area along South Westfield Street including snow removal and sanding/salting;
 - h. preventive maintenance and inspection.
16. The Landlord will be responsible for paying the following operating costs:
- a. property and building taxes related to the Building
 - b. repairs and replacements to the Building and any component of the Building exceeding \$500 for any one item
 - c. operation and maintenance of common drive areas including snow removal and sanding/salting;
 - d. maintenance of landscaping including; grass, decorative plantings, and garden beds.

Use and Occupation

17. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
18. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or reenactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).
19. In the event that Tenant uses the Leased Premises for any purpose not expressly permitted herein, said use shall be deemed a default by Tenant, and Landlord may, in addition to all other remedies available to it, terminate this Lease or restrain the improper use by injunction.

Event of Default

- a. Each of the following shall be an event of default by Tenant under this Lease
 - i. if any representation or warranty of Lessee set forth in this Lease is false in any material respect when made, or if Lessee renders any materially false statement or account when made;
 - ii. if any Rent or other Monetary Obligation due under this Lease is not paid when due
 - iii. if Tenant fails to pay, prior to delinquency, any taxes, assessments or other charges the failure of which to pay will result in the imposition of a lien against any of the Premises
 - iv. if Tenant vacates or abandons the Premises;
 - v. if there is an Insolvency Event affecting Tenant;

- vi. if Tenant fails to observe or perform any of the other covenants, conditions or obligations of Lessee in this Lease;
- vii. if a final, non-appealable judgment is rendered by a court against Tenant which has a Material Adverse Effect
- viii. if Tenant shall be liquidated or dissolved or shall begin proceedings towards its liquidation or dissolution;

Quiet Enjoyment

- 20. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
- 21. The Tenant covenants that the Use and Occupation of the Premises will not hinder the peaceful quiet enjoyment of other tenants or customers on Premises

Distress

- 22. If and whenever the Tenant is in default, greater than 30 days, in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

- 23. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

- 24. If the Landlord reenters the Premises or terminates this Lease, then:
 - a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the

- expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
 - f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
 - g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
 - h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - 1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - 2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Tenant Improvements

- 25. The Tenant will obtain written permission from the Landlord before modifying the premises or building. Examples include, list is not exhaustive, doing the following:

- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
- b. removing or adding walls, or performing any structural alterations;
- c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus

Tenant agrees that Tenant will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and attorneys fees and costs reasonably incurred in and about the defense of any suit in discharging the Leased Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the parties to this Lease that the expenses, costs and charges above referred to shall be considered as Rent due and shall be included in any lien for Rent.

Tenant shall not have any authority to create any liens for labor or material on Landlord's interest in the Leased Premises and all persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration, or repair of any facilities or other improvements on or about the Leased Premises, and all materialmen, contractors, mechanics, and laborers are hereby charged with notice (which notice Tenant shall deliver in writing to each such party prior to the commencement of any service by said party) that they must look only to Tenant and to Tenant's interests in the Leased Premises to secure the payment of any work done or material furnished at the request or instruction of Tenant.

26. Any improvements approved by the Landlord must be permitted with the Town of Agawam and completed to all local and federal codes by a licensed, bonded, and insured Contractor. Tenant will provide a copy of the permit before work is started and a fully signed copy of the permit at completion. The Tenant will also provide the name, contact, license, bond, and insurance information of any Contractor performing work on the Premises.

Utilities and Other Costs

27. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: heating fuel, electric, telephone, internet and cable
28. The Tenant is responsible for paying to the Landlord the following utilities and other charges: water & sewer

Insurance

29. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

30. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
31. The Tenant is responsible for insuring the Premises for liability insurance (\$2M minimum) for the benefit of the Tenant and the Landlord.
32. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Abandonment

33. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

34. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of twelve (12%) per cent per annum from the due date until paid.

Governing Law

35. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Massachusetts, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

36. If there is a conflict between any provision of this Lease and the applicable legislation of the Commonwealth of Massachusetts (the 'Act'), the Act will prevail and such provisions of the Lease

will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

37. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

38. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

39. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
40. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
41. The Tenant will not engage in any illegal trade or activity on or about the Premises.
42. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

43. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

44. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

45. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Access to Premises

46. Landlord, its agents, servants, or employees may enter the Premises at reasonable times with reasonable advance notice to Tenant (or an authorized employee of Tenant at the Premises), and at any time, upon reasonable notice to Tenant under the circumstances, in an emergency, to do the

following: inspect the Premises; comply with all laws, orders, ordinances and requirements of any governmental unit or authority for which Landlord may be responsible under this Lease, if any; show the Premises to prospective lenders or purchasers and, during the ninety (90) days immediately prior to the expiration of this Lease if Tenant declines to renew for an additional term in accordance with the provisions of this Lease, to prospective tenants, but only if all such showings are accompanied by a representative of Tenant if so requested by Tenant; or post (on the Development, but not within or at the entrance of the Premises) for sale or for lease signs; provided; however, that all such entries shall be completed promptly in a good workmanlike manner so as to cause the least practical interference to Tenant's business and Tenant's use of the Premises. In all events, Landlord shall use commercially reasonable efforts to minimize interference with the Premises and Tenant's business operations thereon.

Damage or Destruction

47. In the event the Leased Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, whereby the same shall be rendered untenable, then Landlord shall have the right, but not the obligation, to render such Leased Premises tenable by repairs within one hundred eighty (180) days therefrom. If the Leased Premises are not rendered tenable within said time, it shall be optional with either party to this Lease to cancel this Lease, and in the event of such cancellation the Rent shall be paid only to the date of such cancellation. The cancellation herein mentioned shall be evidenced in writing. During any time that the Leased Premises are untenable due to causes set forth in this paragraph, the Rent or a just and fair proportion thereof shall be abated. Notwithstanding the foregoing, if the cause of such damage, destruction or injury to the Leased Premises originates from the Leased Premises or occurs by reason of any act, omission or negligence of Tenant or any employee, agent, licensee, patron or invitee of Tenant, ("Tenant Damage") Tenant shall not have the right to cancel this Lease and no abatement of Rent shall occur. As to such Tenant Damage, Landlord shall have the right, but not the obligation, to render the Leased Premises tenable. If Landlord elects to repair said Tenant Damage and render the Leased Premises tenable, all insurance proceeds available shall be paid to Landlord and the balance of the cost of such repairs shall be paid by Tenant when due as Additional Rent. If Landlord elects not to repair such Tenant Damage, Tenant shall make such repairs pursuant to Tenant Improvements section and shall be entitled to any insurance proceeds received in respect to the cost thereof.

Trial by Jury

48. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, and Tenant's use or occupancy of the Leased Premises. Tenant further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon nonpayment of Rent or any other payment required of Tenant hereunder.

Environmental Indemnification

49. Tenant shall indemnify, defend and hold Landlord harmless from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance to the extent deposited, spilled or otherwise caused by Tenant or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.

Attornment

50. If the interests of Landlord under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Leased Premises, Tenant shall, at the election of such transferee, be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extensions or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were Landlord under this Lease, and Tenant does hereby agree to attorn to the Purchaser, including the mortgagee under any such mortgage if it be the Purchaser, as its landlord, said attornment to be effective and self-operative without the execution of any further instruments, upon the Purchaser succeeding to the interest of Landlord under this Lease.

Notwithstanding the foregoing, however, Tenant hereby agrees to execute any instrument(s) which Landlord may deem desirable to evidence said attornment by Tenant. The respective rights and obligations of Tenant and the Purchaser upon such attornment, to the extent of the then remaining balance of the Term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of Landlord's interests, Landlord shall be released and relieved from all liability and responsibility thereafter accruing to Tenant under this Lease or otherwise and Landlord's successor by acceptance of Rent from Tenant hereunder shall become liable and responsible to Tenant in respect to all obligations of Landlord under this Lease accruing from and after the date of such transfer.

Subordination of Lease

51. If the Leased Premises are at any time subject to a mortgage or ground lease, and Tenant has received written notice from the holder thereof ("Landlord's Mortgagee") of same, then after being requested to do so by Landlord, in any instance in which Tenant gives notice to Landlord alleging default by Landlord hereunder, Tenant will also simultaneously give a copy of such notice to each Landlord's Mortgagee and each Landlord's Mortgagee shall have the right (but not the obligation) to cure or remedy such default during the period that is permitted to Landlord hereunder, plus an additional period of thirty (30) days (unless such cure or remedy cannot be completed within thirty [30] days, then Landlord's Mortgagee shall have such additional time as needed to cure or remedy such default), and Tenant will accept such curative or remedial action (if any) taken by Landlord's Mortgagee with the same effect as if such action had been taken by Landlord.

This Lease shall be subject and subordinate to any mortgage or ground lease now or hereafter encumbering or affecting all or any part of the Project. This provision shall be self-operative without the execution of any further instruments. Notwithstanding the foregoing, however, Tenant hereby agrees to execute any instrument(s) which Landlord may deem desirable to evidence the subordination of this Lease to any and all such mortgages.

Hold Harmless of Landlord

52. In consideration of the Leased Premises being leased to Tenant for the above Rent, Tenant agrees that Tenant, at all times, will indemnify and hold harmless Landlord from all losses, damages, liabilities and expenses, which may be incurred by Landlord or which may arise or be claimed against Landlord by Tenant or any persons, firms, corporations or any other entities, for any injuries or damages to the person or property of Landlord, Tenant, any persons, firms, corporations or any other entities, consequent upon or arising from the use and/or occupancy of the Leased Premises by Tenant, or consequent upon or arising from any acts, omissions, neglect or fault of Tenant, its agents, servants, employees, licensees, visitors, customers, patrons or invitees, or consequent upon or arising from Tenant's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided; that Landlord shall not be liable to Tenant for any damages, losses or injuries to the persons or property of Tenant, its invitees, licensees or patrons, which may be caused by the acts, neglect, omissions or faults of Tenant, any persons, firms, corporations, or other entities, except when such injury, loss or damage results solely from direct gross negligence or willful misconduct of Landlord, its agents or employees. Notwithstanding the above sentence, all personal property placed or moved into the Leased Premises or the Project shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damage to said personal property.

In case Landlord shall be made a party to any litigation commenced against, by or through Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys fees incurred or paid by Landlord in connection with such litigation and any appeal thereof.

Notwithstanding any provision to the contrary contained in this Lease, Tenant shall look solely to the equity of Landlord in the Leased Premises (or if this Lease shall become subordinate to any ground or underlying leasehold interest of Landlord under such ground or underlying lease[s]) in the event of a breach or default by Landlord pursuant to the terms and provisions of this Lease, Tenant agrees that the liability of Landlord under this Lease shall not exceed the value of such equity (or leasehold interest) of Landlord in the Leased Premises. No other properties or assets of Landlord shall be subject to levy, execution or other enforcement proceedings for the satisfaction of any judgment (or other judicial process) arising out of, or in connection with, this Lease and if Tenant shall acquire a lien or the like on any such properties or assets by judgment or otherwise, Tenant shall promptly release such lien on such properties and assets by executing, acknowledging and delivering to Landlord an instrument to that effect prepared by Landlord's attorney.

General Provisions

53. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
54. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

55. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
56. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
57. Time is of the essence in this Lease.
58. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
59. Severability Clause: In case any provision in this lease shall be invalid, the validity of the remaining terms and conditions shall not be impaired in any way.
60. Tenant agrees that from time to time, upon not less than ten (10) days prior request by Landlord, Tenant will deliver to Landlord a statement in writing ("Estoppel Statement") certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that Landlord is not in default under any provisions of this Lease, or, if in default, the nature thereof in detail; (d) whether or not Tenant is in occupancy of the Leased Premises, and (e) such other information pertaining to this Lease and Tenant as Landlord may reasonably request. Failure by Tenant to so reply within said ten (10) days shall be deemed confirmation by Tenant that all parties are in good standing under the Lease.


Additional Provisions

61. The Tenant will provide and maintain Personal Liability and Property Damage Insurance as a Tenant, at least to the limits of \$2,000,000, that will designate the Landlord as an "also named insured", indemnifying the Landlord, and shall provide the Lessor with a copy of such insurance certification or policy . Each year of the lease. Landlord shall additionally provide to Landlord written proof of active Workmen's Compensation Insurance and maintain said policy so long as this Lease Agreement remains in effect.
62. The Landlord will keep gate control equipment (Landlord's property) located in the office space. Tenant agrees to keep equipment powered at all times. Tenant may not move this equipment without prior written approval from the Landlord.
63. A copy of any and all local, state or federal permits acquired by the Tenant which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Landlord and/or their agents or any local, state, or federal officials upon demand.
64. Use of any floor drains on the premises is not permitted. These drains go to a non-serviceable holding tank.
65. No painting of automobiles is permitted on the Premises
66. EMAIL NOTICES: Tenant consents to receive all notices, including those of default, by electronic mail to the email address provided by the Tenant above. And by doing so, Tenant waives all right to notices transmitted via U.S. Mail by initialing here:

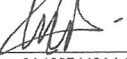
Инициалы

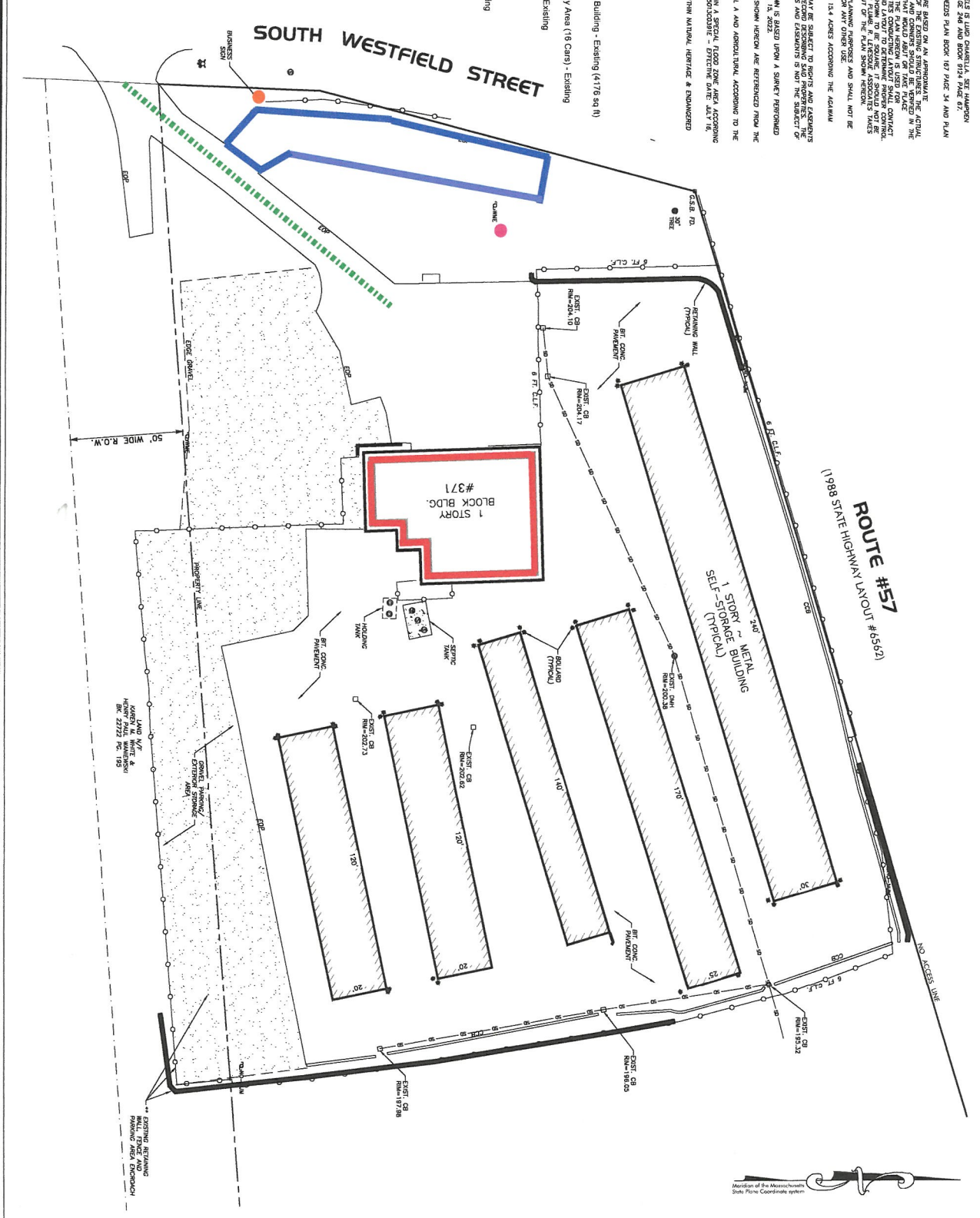

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on 11/12/2025

371 S Westfield, LLC (Landlord)

Signed 
F54ACDF4DC8B4C1...
Name Greg Dombrowski Owner
Date 11/12/2025

Arkadzi Tsimoshak (Tenant)

Signed 
3A4607440AA44DF...
Name Arkadzi Tsimoshak
Date 11/12/2025



- NOTES**
1. THE EXISTING BUILDING(S) SHOWN HEREON ARE BASED ON AN APPROXIMATE LOCATION OF THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS. THE LOCATION OF THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS SHALL BE VERIFIED BY THE FIELD PERSON TO ANY CONSTRUCTION WORK THAT WOULD AFFECT OR TAKE PLACE WITHIN THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS. THE FIELD PERSON SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND CONSTRUCTION RECORDS. THE FIELD PERSON SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND CONSTRUCTION RECORDS. THE FIELD PERSON SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND CONSTRUCTION RECORDS.
 2. SEE ALSO MAPS IN COUNTY RECORDS OF DEEDS PLAN BOOK 107 PAGE 34 AND PLAN BOOK 208 PAGE 23.
 3. THE EXISTING BUILDING(S) SHOWN HEREON ARE BASED ON AN APPROXIMATE LOCATION OF THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS. THE LOCATION OF THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS SHALL BE VERIFIED BY THE FIELD PERSON TO ANY CONSTRUCTION WORK THAT WOULD AFFECT OR TAKE PLACE WITHIN THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS. THE FIELD PERSON SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND CONSTRUCTION RECORDS. THE FIELD PERSON SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND CONSTRUCTION RECORDS.
 4. THIS PLAN HAS BEEN PREPARED FOR THE PURPOSES OF THE MASSACHUSETTS REGISTERED PROFESSIONAL LANDSCAPE ARCHITECTURE ACT AND SHALL NOT BE USED FOR THE CONVEYANCE OF LAND OR FOR ANY OTHER USE.
 5. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN AN ANTI-TAKEOVER ZONE AS SHOWN ON THE VARIOUS MAPS OF RECORDS AND RECORDS. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN AN ANTI-TAKEOVER ZONE AS SHOWN ON THE VARIOUS MAPS OF RECORDS AND RECORDS. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN AN ANTI-TAKEOVER ZONE AS SHOWN ON THE VARIOUS MAPS OF RECORDS AND RECORDS.
 6. THE EXISTING CONDITIONS INFORMATION SHOWN IS BASED UPON A SURVEY PERFORMED BY R. L. EVANS & ASSOCIATES, INC. ON APRIL 13, 2022.
 7. THE EXISTING CONDITIONS INFORMATION SHOWN HEREON ARE RETRIEVED FROM THE RECORDS OF THE MASSACHUSETTS REGISTERED PROFESSIONAL LANDSCAPE ARCHITECTURE ACT.
 8. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD ZONE AREA ACCORDING TO THE LATEST FLOOD INSURANCE RATE MAP NUMBER 2201000391S - EFFECTIVE DATE JULY 16, 2021.
 9. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN AN ANTI-TAKEOVER ZONE AS SHOWN ON THE VARIOUS MAPS OF RECORDS AND RECORDS. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN AN ANTI-TAKEOVER ZONE AS SHOWN ON THE VARIOUS MAPS OF RECORDS AND RECORDS. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN AN ANTI-TAKEOVER ZONE AS SHOWN ON THE VARIOUS MAPS OF RECORDS AND RECORDS.
 10. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN AN ANTI-TAKEOVER ZONE AS SHOWN ON THE VARIOUS MAPS OF RECORDS AND RECORDS. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN AN ANTI-TAKEOVER ZONE AS SHOWN ON THE VARIOUS MAPS OF RECORDS AND RECORDS. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN AN ANTI-TAKEOVER ZONE AS SHOWN ON THE VARIOUS MAPS OF RECORDS AND RECORDS.
 11. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN AN ANTI-TAKEOVER ZONE AS SHOWN ON THE VARIOUS MAPS OF RECORDS AND RECORDS. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN AN ANTI-TAKEOVER ZONE AS SHOWN ON THE VARIOUS MAPS OF RECORDS AND RECORDS. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN AN ANTI-TAKEOVER ZONE AS SHOWN ON THE VARIOUS MAPS OF RECORDS AND RECORDS.

PLANNED BY: M. Craig Dombrowski
1377 North Street
Troy, MA 01066

DATE: 04/13/2022

SCALE: 1" = 20'

PROJECT: 371 South Westfield Street

PARTIAL EXISTING CONDITIONS PLAN

371 South Westfield Street
Assessors Pcls E6 2 I 6 E7 3 6
Agawam, Mass.

RLA
RLEVESQUE ASSOCIATES
Civil Landscaper Architect
10 School Street
Agawam, MA 01008
Tel: 413.548.0983 Fax: 413.548.0986
rlahand.com



Town of Agawam

Building Department

1000 Suffield Street, Agawam, Massachusetts 01001

Telephone - (413) 821-0632

December 31, 2025

To: Office of Planning and Community Development:

Re: Zoning Board of Appeals – Case #2043- Special Permit Comments for 371 South Westfield Street Feeding Hills, MA 01030;

Upon review, the submitted site plan lacks the detailed information required to meet the standards set forth under the Town's ordinances for Secondhand Motor Vehicles. Specifically, the submission does not provide sufficient detail in accordance with Chapter 114, Article II, sections 114-5 A, 114-5 B, and 114-5 C.

Please note that these sections require comprehensive details to ensure compliance and facilitate proper evaluation of the proposed Secondhand Motor Vehicle Dealer business. As the submitted site plan does not meet these mandated criteria, additional detailed documentation and revised site plan are necessary.

Respectfully,

Kevin Duquette

Kevin Duquette
Inspector of Buildings
Town of Agawam



TOWN OF AGAWAM
36 MAIN STREET
AGAWAM, MA 01001

BOARD OF APPEALS

FOR OFFICE USE ONLY	
Case #:	<u>2042</u>
Filed:	<u>11.24.25</u>
Hearing:	<u>1.12.2026</u>
Expires:	_____

Application to Board of Appeals for a hearing on an appeal from a decision of Zoning Ordinance by Building Inspector as allowed under Section 2-8, Paragraph C "Adopted Charter and MGL, Ch. 40A, Section 8.

Applicant Natalya Domnenko and Andrey Domnenko

Address 262 Colemore Street, Agawam, MA 01001

Premises affected are situated on Colemore **Street;** _____ **feet distant from the corner of** _____ **Street and known as street number** _____.

Property is zoned as _____.

Reason(s) for request

This appeal is submitted in response to the Building Inspector's Final Notice of Zoning

_____ Ordinance Violation dated October 28, 2025, concerning the height of the existing vinyl fence located on my property.

_____ We respectfully request that the Board approve and allow the existing eight-foot fence is located entirely within the Eversource utility easement, to remain in place.

_____ For your review and consideration, the following documents are enclosed:

_____ Detailed explanation letter, Owner's deed,
_____ Building Inspector's October 28, 2025 notice, Complaint Form (unanimous submission)

THANK YOU!

Signature of owner or his authorized agent: *Daniela Domnenko* *Andrey Domnenko*

Telephone #: 413-262-8880

NOTICE: THIS APPLICATION MUST BE FILLED OUT IN INK OR TYPEWRITTEN

2025 NOV 24 A 10:54
8

November 20, 2025

Zoning Board of Appeals
Town of Agawam
36 Main Street
Agawam, MA 01001

RE: Request to Retain Existing Eight-Foot Fence Installed by Eversource Electric within Utility Easement at 262 Colemore Street, Agawam, MA 01001

Dear Members of the Agawam Zoning Board:

We respectfully request the Board's formal approval and confirmation allowing the existing eight-foot fence located within the Eversource utility easement on my property at 262 Colemore Street to remain in place.

Approximately four years ago, Eversource installed this fence within its recorded easement (see attached deed) as a replacement for a row of tall/mature evergreen vegetation that was removed during required utility maintenance. Those evergreens had long provided essential noise and privacy screening from the utility corridor with Eversource and privacy buffering between my residence and Robinson State Park, which lies approximately 250 feet from my property. The fence was installed entirely within the easement area and with Eversource's express authorization.

Importantly, this installation was not a private improvement but a necessary restoration measure performed by Eversource to mitigate the loss of the natural buffer removed during their work. The fence continues to serve the same critical functions as the original vegetation—providing privacy screening, noise reduction, and maintaining safe, stable site conditions. It is structurally sound, properly maintained, and presents no visibility, environmental, or public-safety concerns.

Over the past four years, the fence has existed without incident, complaint, or any impact to neighboring properties or public resources. Its consistent presence demonstrates that it is not detrimental to the public good, is compatible with the character of the surrounding area, and provides important environmental and privacy benefits.

Recently, however, the Town initiated enforcement action in response to an unofficial, unsigned, and non-unanimous complaint—considering the fence having been in place for years without issue. (A copy of the complaint provided by the Town of Agawam is attached.)

For the reasons outlined above, we respectfully request that the Board approve and allow the fence to remain in its current location within the Eversource easement.

Thank you for your time, consideration and attention to this matter.

Sincerely,

Natalya and Andrey Domnenko

Property Owners

Bk 21078 Pg 243 #10787
02-26-2016 @ 04:04p

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 02-26-2016 @ 04:04pm
Ct1#: 547 Doc#: 10787
Fee: \$581.40 Cons: \$127,500.00

QUITCLAIM DEED

U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust having
a usual place of business at , 6031 Connection Drive, Irving, TX 75039

for consideration of One Hundred Twenty-Seven Thousand Five Hundred and
00/100 Dollars (\$127,500.00), paid

Grants to: Andrey K. Domnenko and Natalya V. Domnenko,
_____ of 262 Colemore Street, Feeding Hills, MA 01030

With quitclaim covenants:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

For Title Reference, see Foreclosure Deed recorded in the Hampden County Registry
of Deeds, in Book 20999, Page 571 on December 22, 2015.

This deed is given in the usual course of the Grantor's business and is not a
conveyance of all or substantially all of the Grantor's assets in Massachusetts.

Property Address: 262 Colemore Street, Feeding Hills, MA 01030

EXHIBIT A

Certain real estate situated on the easterly side of Colemore Street in the Town of Agawam, Hampden County, Massachusetts, being known and designated as Lot #7 (seven) as shown on a plan entitled "Plan of Land in Agawam, Mass. owned by Armand Dubuc and Leonard E. Langavin", dated September, 1952, made by Cobb, Beesley & Miles, C.E., recorded in Hampden County Registry of Deeds in Plan Book 40, Pages 32 and 33, said lot being bounded and described as follows:

Bounded Westerly by Colemore Street seventy- nine and 77/100 (79.77) feet; Northerly by land now or formerly of Armand Dubuc et als and the Western Massachusetts Electric Company right of way as shown on said plan, one hundred fifty and 40/100 (150.40) feet; Easterly by land of owner unknown eighty-five and 84/100 (85.84) feet; and Southerly by Lot #8 (eight) as shown on said plan one hundred fifty (150) feet.

SUBJECT TO pole and line rights, if affecting locus, and restrictions in favor of Turners Falls Power & Electric Company as set forth in instrument dated June 5, 1917 and recorded in said Registry of Deeds, Book 979, Page 327.

SUBJECT TO pole and line rights, if affecting locus, in favor of the American Telephone & Telegraph Company as set forth in instrument dated December 16, 1905, and recorded in said Registry of Deeds, Book 691, Page 406.

SUBJECT TO pole and line rights of Western Massachusetts Electric Company and New England Telephone & Telegraph Company as set forth in instrument dated October 27, 1952, and recorded in said Registry of Deeds, Book 2206, Page 238.

BEING the premises known as #262 Colemore Street.

Also hereby granting the following described real estate adjoining the above described real estate on the north:

Beginning at an iron pin in the easterly line of Colemore Street at the northwesterly corner of the parcel above described, and running thence easterly by the northerly line of the parcel above described one hundred fifty and 40/100 (150.40) feet;

thence running Northerly in a straight line in extension of the easterly line of the parcel above described fifty and 17/100 (50.17) feet;

thence running Westerly in the course of the middle line of the right of way of the Western Massachusetts Electric Company as shown on the plan of land above mentioned one hundred forty and 77/100 feet to Colemore Street.

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

Executed as a sealed instrument this 18 day of Feb, 2016.

See POA recorded in the
Hampden County Registry of
Deeds at Book 20999, Page 564.

U.S. Bank Trust, N.A., as Trustee for LSF8
Master Participation Trust by Caliber Home
Loans, Inc., its Attorney-in-Fact

By: [Signature]
Name: Odette Hodges
Title: Authorized Signatory

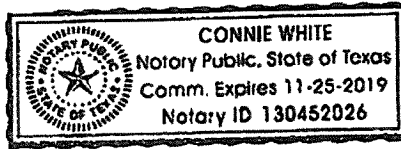
State of Texas
County of Dallas

On this 18 day of Feb, 2016, before me, the undersigned
Notary Public, personally appeared Odette Hodges, as
Authorized Signatory of Caliber Home Loans, Inc., Attorney-in-fact
for U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust, who is either
personally known to me, or proved to me through satisfactory evidence of identification,
to be the person who signed the preceding or attached document, and acknowledged to
me that he/she executed the same for its stated purpose as the free act and deed of
U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust.

Property Address: 262 Colemore Street, Feeding Hills, MA 01030

[NOTARY SEAL]

[Signature]
Notary Public
Printed Name: Connie White
My Commission Expires: _____



DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS
WESTFIELD, SATELLITE OFFICE



Town of Agawam

Building Department

1000 Suffield Street, Agawam, Massachusetts 01001

Telephone - (413) 821-0632

Final Notice of Zoning Ordinance Violation

Andrey & Natalya Domnenko
262 Colemore Street
Feeding Hills, MA 01030

October 28, 2025

RE: 262 Colemore Street Feeding Hills, MA 01030- Vinyl Fence Installation Exceeding Zoning Height Requirement;

Town of Agawam's Zoning Ordinance #180-8- B Supplementary Regulations, which states;

B. Fences or walls. Fence heights shall not exceed four feet on the setback portion of any lot perimeter and shall not exceed 6 1/2 feet in height on the remainder of the lot perimeter. On a lot which is adjacent to a higher zone classification, the fence heights shall conform to the higher classification. Notwithstanding the foregoing, fences may be erected by special permit to a height in excess of four feet, but not to exceed 6 1/2 feet, on the setback portion of any corner lot perimeter only. No fence, wall or natural barrier shall be constructed so as to create a safety hazard for vehicles or pedestrians entering or exiting driveways and streets. All fences and walls shall be properly maintained. Any fence or wall found to be in disrepair shall be promptly repaired or removed.

October 24, 2025- Findings- Property is still in violation of the vinyl fence height installation. Fence height needs to be rectified FORTHWITH for zoning compliance.

May 28, 2025- Findings- It has been noted this parcel of land is in violation of the Town's zoning ordinance for fence height regulations.

Required Action- Per the Town's zoning ordinances, the vinyl fence structure exceeding the allowed 6 1/2 feet height will need to be lowered in height and or removed to rectify the situation.

This course of action needs to be conducted FORTHWITH for zoning compliance. Follow-up inspections will be conducted within / upon thirty (30) days for verification of compliance. If no course of action is taken or if the issue is not rectified, violation fines will be issued for the property. **Once the issue has been rectified, please notify the Building Department for a follow-up verification inspection.**

Your attention to this matter is greatly appreciated.

§ 180-15. Enforcement. The provisions of this Chapter shall be enforced by the Inspector of Buildings, and no permit shall be granted for the construction, alteration, relocation or use of any building, structure or premises in violation of any provision of this Chapter. Whenever any permit or license is refused because of some provision of this Chapter, the reason therefor shall be clearly stated in writing and kept on file.

§ 180-16.1. Noncriminal Enforcement. In addition to the procedures for enforcement as described above, the provisions of this Chapter, the conditions of a permit or special permit granted under this Chapter, or any decision rendered by the Zoning Board of Appeals or Planning Board under this Chapter shall be enforced by the Inspector of Buildings, by noncriminal complaint pursuant to the provisions of Massachusetts General Laws Chapter 40, §21D, as amended from time to time. The fine for any violation disposed of through this procedure shall be one hundred (\$100.00) dollars for the first offense; two hundred (\$200.00) dollars for the second offense; and three hundred (\$300.00) dollars for the third and each subsequent offense. Each day such violation continues shall be deemed a separate offense. Unpaid fine(s) shall be subject to the municipal charges lien pursuant to Massachusetts General Laws Chapter 40 §58, as amended from time to time.

If you are aggrieved by this Zoning Violation Notice you have a right to Appeal to the Board of Appeals. Appeals to the Board of Appeals may be taken by any person aggrieved by reason of his inability to obtain a permit or enforcement action from any administrative office under the provisions of said Chapter 40A, or by any person, including an Officer or Board of the Town or of an abutting Town aggrieved by an order or decision of the Building Official, or other administrative Official, in violation of any provision of said Chapter or the Zoning Ordinances of the Town of Agawam.

“Such appeal shall be taken by the Board within (30) thirty days from the date of the order or decision which is being appealed, by filing a notice of appeal with the Town Clerk in accordance with the provisions of Chapter 40A.”

Sincerely,



Kevin Duquette
Inspector of Buildings
inspections@agawam.ma.us

Date of Notification: June 3, 2025	To Be Re-Inspected: Within / Upon (30) Thirty Days	File: Certified Mail:
Compliance: No	Ticket Issue Date: Upon re-inspection results	C.C:



Town of Agawam

Inspection Services

1000 Suffield Street
Agawam, MA 01001
(413) 821-0632

Kevin Duquette
Inspector of Buildings

Complaint Form

Date: 5-26-25

Location of Complaint: Feeding hills - Colmore St. Parcel ID _____

Property Owner or Alleged Violator (if known): None

Alleged Violation of: Building Code Zoning Ordinance General Ordinance¹

Relevant Section(s) of subject code (if known): _____

Nature of Complaint (attach additional pages/evidence as necessary):

267 Colmore St. 8 Ft Vinal Fencing against
Code
265 Colmore St. 8 Ft Vinal Fencing against Code

COMPLAINANT INFORMATION

This document should not be considered confidential and may be subject to M.G.L. ch. 66 § 10, MA Public Records Law.

Name: ??

Address: _____

Telephone: _____

Email: _____

Signature: _____

I have discussed this issue with the alleged violator

FOR INSPECTION SERVICES USE	
Received/Logged by _____	Date _____
<input type="checkbox"/> in person <input type="checkbox"/> letter <input type="checkbox"/> email <input type="checkbox"/> phone	
Investigated by _____	Date _____
Notes _____	

<input type="checkbox"/> Response sent to complainant on _____	
<input type="checkbox"/> Letter <input type="checkbox"/> Email <input type="checkbox"/> _____	

¹ Use this form only if the enforcing authority is specified as the Inspector of Buildings or Inspection Services.

² Inspection Services does not customarily act on anonymous complaints.

Stefanie Kesecker

From: Michael Albro
Sent: Wednesday, December 17, 2025 11:32 AM
To: Stefanie Kesecker
Subject: RE: Upcoming ZBA Case

Stefanie,

Engineering has no comments regarding the ZBA case for 262 Colemore Street.

Michael F. Albro, P.E.
Assistant Town Engineer
Department of Public Works
1000 Suffield Street
Agawam, MA 01001
Phone: 413.726.2803
Fax: 413.821.0631

From: Stefanie Kesecker <SKesecker@agawam.ma.us>
Sent: Monday, December 8, 2025 9:59 AM
To: Lauren Kennedy <health@agawam.ma.us>; Kelly McCormick <assessor@agawam.ma.us>; Emma Martin <EMartin@agawam.ma.us>; Nadine Porfilio <NPorfilio@agawam.ma.us>; Barbara Bard <BBard@agawam.ma.us>; Christopher Cappucci <solicitor@agawam.ma.us>; Christopher C. Johnson <mayor@agawam.ma.us>; Sue Conlon <sconlon@agawam.ma.us>; All_Engineering Department <All_Eng_Dept@agawam.ma.us>; Mario Mazza <MMazza@agawam.ma.us>; Brian Machos <BMachos@agawam.ma.us>; Derek Myers <afdinsp@agawam.ma.us>; Kevin Duquette <inspections@agawam.ma.us>; Charles Elfman <CElfman@agawam.ma.us>; Frank DeStefano <FDeStefano@agawam.ma.us>; Michael Cleavall <MCleavall@agawam.ma.us>; Michael Dillullo <MDillullo@agawam.ma.us>; Vi Baldwin <VBaldwin@agawam.ma.us>; Frank Meagher <FMeagher@agawam.ma.us>; henry kozloski <vedany@comcast.net>; Jill Messick <JMessick@agawam.ma.us>; Keven Brown <KBrown@agawam.ma.us>; Magda Galiatsos <MGaliatsos@agawam.ma.us>; Page Fallon <PFallon@agawam.ma.us>; Sheryl Becker <SBecker@agawam.ma.us>
Subject: Upcoming ZBA Case

Please see the attached ZBA case and respond with any comments before the January 12, 2026 meeting. Thank you.

Sincerely,

Please be aware that applications approved by the Town of Agawam are considered public information. Unfortunately, email spammers often monitor municipal records and attempt to compromise communications by sending fraudulent emails, many of which appear to be invoices from the town to applicants.

To avoid confusion or potential scams, please note that the Planning Office including the Planning Board, Zoning Board of Appeals, and Conservation Commission requires all application fees to be submitted at the time of application.

If you receive an invoice after submitting your application, we recommend you to contact our office at 413-726-9737 to determine the authenticity of the invoice.

The following members attended the public meeting:

Doreen Prouty-Chair
Richard Maggi-Vice Chair
Vinny Ronghi-Alternate
Viktor Savonin-Acting Clerk
Stefanie Kesecker-Administrative Assistant

Member Absent
Aldo Mancini-Clerk

Chair Prouty open the meeting at 6:30pm and introduced the members of the Board.

Motion was made by Mr. Maggi and seconded by Mr. Ronghi to take the agenda items out of order. All in favor.

D. Approval of Minutes-November 10, 2025

Motion was made by Mr. Ronghi and seconded by Mr. Maggi to approve the November 10, 2025 as written. All in favor.

A. Case#2039-18 Springfield Street-Variance-P2SP Corp.

Rob. Levesque with R. Levesque Associates and the petitioner Vasant Shah were present for this agenda item. Mr. Levesque stated that this plan has received Site Plan approval from the Planning Board as well as an Order of Conditions from the Conservation Commission, and has satisfied Engineering comments that focus on parking and the dumpster area.

Mr. Levesque stated parking has been revised and the dumpster was relocated to satisfy Engineering concerns.

Chair Prouty stated along with Site Plan approval and Conservation Commissions approval that the Building Inspector also did not raise any issues or concerns.

Chair Prouty asked if this would remain a gas station and what is the purpose of the addition. Mr. Levesque stated it would remain a gas station and the addition is for a walk in cooler and more storage/shelf space within the business.

Mr. Savonin asked what relief the Variance would allow. Mr. Levesque stated dimensional relief.

Chair Prouty stated this building was built in 1965 so it is a pre-existing non-conforming structure. She stated the side yard would be 1ft. 5in. from property line if the Variance is granted.

Chair Prouty opened the hearing for public comment, and there was none. Chair Prouty closed the public hearing and went directly into a meeting.

Chair Prouty then read the 3 requirements to grant a variance:

1. *That owing to circumstances relating to the soil conditions, shape or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it lies.*

2. *That a literal enforcement of the provisions of the ordinance would involve substantial hardship, financial, or otherwise, to the petitioner or appellant.*
3. *That desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of such ordinance.*

Mr. Levesque stated the shape of the property of the building and the size of the lot, constrains the applicant's ability to do an addition otherwise. He stated this will help with shelf space and refrigerator space as well as a public restroom being added.

Mr. Maggi asked if the proposed expansion would be primarily for storage for cool items. Mr. Levesque stated yes. Mr. Maggi asked if there was a public restroom now. Mr. Shah stated no. Mr. Savonin asked if the Variance was granted how this back area would be maintained. Mr. Levesque said they would have to access it through the neighbor's property.

Mr. Maggi asked what exists now where the addition is proposed. Mr. Levesque stated it is open space.

Mr. Ronghi stated this location just received a beer/wine license and this would be the reason an expansion is needed to add the inventory, where he currently does not have space to do so.

Mr. Maggi stated he does not have a problem with this Variance. He stated this is not a substantial change and the shape of the structure and lot are such that the petitioner does not have much choice. He went on to say this does not affect the rest of the zoning district and the fact that he recently received a beer/wine license he needs to be able to properly store it. He stated installing a bathroom is also good for the general public. He stated this is behind the building and will not affect traffic, no be noticeable to the general public. Mr. Maggi also stated the fact the building was originally built to the rear of the property needs to be considered, and as such, satisfies condition number one. Mr. Ronghi agreed the shape of the lot is complicated. He stated the petitioner is trying to benefit the Town with his wine/beer license and that should be taken into consideration. Ms. Prouty stated Mr. Levesque explained there were no specific issues related to soil conditions, shape, or topography on the property. The location of the structure to the rear is not sufficient to satisfy condition number one.

Mr. Maggi stated there is also a hardship because the petitioner will not be able to store the added beer/wine products properly without this relief. Mr. Savonin agreed with Mr. Maggi. Ms. Prouty stated the fact the petitioner wishes to increase his business is for financial gain and as such does not qualify as a hardship.

Ms. Prouty also stated the petitioner is asking to increase the rear setback from 10ft. 5 in. to 1 ft. 5 in. The current bylaw requires a minimum of 25ft. The petitioner cannot even construct the rear wall of this addition unless he gets permission to utilize his neighbor's property. Mr. Maggi and Mr. Savonin agreed that as long as he has permission, this will satisfy condition number three.

After much discussion, Chair Prouty called for a vote. Maggi-yes, Savonin-no, Prouty-no. The variance was denied, two against, one in favor.

Ms. Prouty explained the 20 day appeal process.

- B. Case#2035-580 Main Street-Verizon & Diamond Communications-Variance
- C. Case#2034-580 Main Street-Verizon & Diamond Communications-Special Permit

Attorneys Ellen Freyman and Brett Smith from Shatz, Schwatz, and Fentin, P.C., Scott Von Rein with Diamond Communications, Juan Latorre with Verizon, and Bradford Martin, Fitzgerald Law, Attorney for Bethany Assembly of God were present for this agenda item.

The representative presented both the Variance and Special Permit in their presentation.

Attorney Freyman stated a lot of planning and research goes into selecting a site, negotiating a lease agreement, as well as environmental work. She stated they have been granted a zone change by City Council, had received Site Plan approval from the Planning Board, and had been before Conservation Commission to rule out other sites on the location for the monopole. She stated 2 balloon floats had been performed, as well as one full hearing presented to ZBA. She stated the comments had been whittled down to mostly radio frequency issues.

Juan Latorre, Verizon Radio Frequency Expert stated that the peer reviewer had asked about the use of Mushy's site. He stated it is a proposed 115 ft. monopole. He stated the location chosen was for adequate coverage to get and receive data. He stated future projected needs are part of the process and that location is paramount to good service.

Mr. Latorre stated the pole at Mushy's was owned by SBA Communication. He stated this pole was installed in 2009 and was done in the least challenging area, but technology has evolved and the location of these monopoles is critical to service needs. He stated areas, like 580 Main Street is where the usage is greater. He stated the Mushy's location would create too much overlap to the North and a big lapse in coverage to the South.

Mr. Lawton, Isotrope, ZBA peer reviewer stated that new information was brought to the meeting and he will need time to thoroughly go through the information before writing a report for the Board.

Chair Prouty relayed information about 4 monopoles in the last few years that have been taken down in storm events, and 3 collapsed in the way they were designed. The fourth monopole failed at the base causing the entire 114ft. pole to fall to the ground. Mr. Rein stated those 4 were out of probably 600,000 monopoles that exist. Chair Prouty questioned if this proposed monopole fell, it would fall 30 ft. into the roadway. Ms. Prouty stated, if this monopole failed to collapse as designed, it is possible the top 30 ft. would fall across highway, Route 57.

Chair Prouty opened the hearing for public comment.

Julia Czelazewicz-200 Silver Street, Granby, CT-stated her concerns are for her children who attend school here. She stated he has researched microplastics on the monopoles and underneath the poles is a large pile of plastics debris that can get into the ecosystem as well as affect wildlife. She stated that in her research it said that microplastics are a time bomb.

Vlad Grechka-1649 Suffield Street-stated his children also attend this school. His concerns were that the property values would decrease or if the monopine structure fell into the parking lot or the roadway. He stated there are too many children here and it is also an eyesore.

Attorney Bradford Martin, Fitzgerald Law, on behalf of Bethany Assembly of God stated that the church is for this proposal and have been working closely with the applicant. He stated the church would never put lives in danger and that there has been no reported health issues since 1983.

Chair Prouty stated she would like the petitioner at the next hearing to bring information about the microplastics on the monopoles, and also look into moving the monopole further onto the property to avoid the possibility of it falling onto the roadway, in the case of a total collapse.

Chair Prouty continued the public hearing to the January 12, 2026 meeting.

D. Any other matter that may legally come before the Zoning Board of Appeals

None.

Motion was made by Mr. Maggi and seconded by Mr. Savonin to adjourn the meeting. All in favor.

Meeting adjourned at 9:00pm.

The following members attended the public meeting:

Doreen Prouty-Chair
Richard Maggi-Vice Chair
Aldo Mancini-Clerk
Vinny Ronghi-Alternate
Viktor Savonin-Acting Clerk
Stefanie Kesecker-Administrative Assistant

Chair Prouty open the meeting at 6:35pm and introduced the members of the Board.

A. Case#2042-262 Colemore Street-Dommenko-Appeal

The Zoning Board of Appeals received a request to continue this agenda item to the January 26, 2026.

Motion was made by Mr. Ronghi and seconded by Mr. Maggi to continue Case#2042-262 Colemore-Dommenko-Appeal, to the January 26, 2026 meeting as requested.

All in favor.

B. Case#2035-580 Main Street-Verizon & Diamond Communications-Variance

C. Case#2034-580 Main Street-Verizon & Diamond Communications-Special Permit

Sitting on this case: Prouty-Chair, Maggi-Vice Chair, Ronghi-Acting Clerk

Attorneys Ellen Freyman from Shatz, Schwatz, and Fentin, P.C., Scott Von Rein with Diamond Communications, Juan Latorre with Verizon, and Bradford Martin, Fitzgerald Law, Attorney for Bethany Assembly of God were present for this agenda item.

Chair Prouty stated at the last hearing the Board had asked the petitioner if the monopole could be moved back 25 ft. from the current proposed location, due to safety concerns, should the tower not collapse on itself as designed. Mr. Lawton, peer reviewer has reviewed the proposal at length and stated that the applicant has demonstrated conclusively that the proposed site at Bethany Church is a technically superior site to the SBA "Mushy's" tower. Chair Prouty also stated the Board would prefer the monopole versus the monopine due to the micro-plastics, and the possible containments to the environment. Attorney Freyman went over collapsing of towers that have occurred in the last few years, but they were lattice towers and this is not the type of tower proposed here.

Mr. Maggi asked if these tower failures collapsed on themselves. Mr. Freyman stated they were lattice towers and were not designed to collapse on themselves.

Chair Prouty presented her research of 3 towers that were monopoles and designed to collapse on themselves, but failed to do so.

Scott Von Rein, stated the monopoles are made of 3 to 4 sections and each section is sleeved over the other which makes them very secure. He stated there is also a mat foundations 6 to 7 ft. deep,

or a drilled pier anchored into the concrete. He stated there are strict parameters for telecommunications requirements for engineering.

Chair Prouty read a letter from Sabre Industries from Robert Beacom, Engineering Manager which stated “the most likely location of failure would be within the monopine shaft, above the base plate. Assuming that the wind pressure profile is similar to that used design the monopine, the monopine will buckle at the location of the highest combined stress ration within the monopine shaft. This is likely to result in the portion of the monopine above leaning ove rand remaining in a permanently deformed condition.”

Chair Prouty went on to say her concern is safety and she stated pushing the monopole back 25ft. should not be an issue, when there is ample room to move it.

Mr. Maggi asked if the monopole and monopines have the same stress fractures. Mr. Von Rein stated yes.

Mr. Ronghi asked if any engineering science prevents it from being moved. Mr. Von Rein stated no.

Mr. Freyman stated the pole could be moved back 25ft. from the current proposed location.

Chair Prouty stated the peer reviewer, Mike Lawton, Isotrope, has approved the proposed plan. She went on to say there were no other professional concerns from other departments presented.

Mr. Von Rein went over the monopine findings that there are not recognized environmental concerns and no federally recognized hazards. Chair Prouty asked if this was humans or all wildlife. Mr. Von Rein stated it is not considered harmful to aquatic organism or the environment. He stated no acute health affects to humans have been reported. He went on to say the applicant is amenable to using the monopole versus the monopine if the Board prefers it. Mr. Ronghi asked if the monopine was the applicants’ preference, not the contractor. Mr. Von Rein stated yes.

Chair Prouty closed the public hearing and the members went directly into a public meeting. She then explained the 20 day appeal process.

Chair Prouty read the 3 conditions for granting a variance.

1. *That owing to circumstances relating to the soil conditions, shape or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it lies.*
2. *That a literal enforcement of the provisions of the ordinance would involve substantial hardship, financial, or otherwise, to the petitioner or appellant.*
3. *That desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of such ordinance.*

The members discussed the original location, which was in the wetlands, and the reasoning for the tower being placed here. Chair Prouty stated the applicant is limited as to where the tower can be installed, due to zoning and other Town restrictions. After discussion the members voted that the first condition of the variance had been meet.

Chair Prouty called or a vote on condition one. Prouty-yes, Maggi-yes, Ronghi-yes.

The members discussed the financial hardship if the project was prohibited, then the applicant could not provide service to their customers, thus presenting a financial hardship.

Chair Prouty called for a vote on condition two. Prouty-yes, Maggi-yes, Ronghi-yes.

The members then discussed the third condition and determined the proposed project does not present a substantial detriment to the public good.

Chair Prouty called for a vote on condition three. Prouty-yes, Maggi-yes, Ronghi-yes.

Chair Prouty explained the twenty day appeal process.

The member then went directly into a discussion concerning the Special Permit. After much discussion the members agreed to place condition upon the Special Permit to include: moving the proposed location by 25ft., a wooden stockade fence shall be six (6') feet in height, a twenty (20') foot buffer strip will be maintained to the north and west side of the facility, no simulated pine tree appearance on the monopole, and no lighting of the monopole unless required by the Federal Aviation Administration.

Chair Prouty called for a vote for the Special Permit. Prouty-yes, Maggi-yes, Ronghi-yes.

D. Approval of Minutes-December 8, 2025 & December 22, 2025

Motion was made by Mr. Maggi and seconded by Mr. Mancini to table the December 8, 2025 minutes until the January 26, 2026 meeting.

All in favor.

Motion was made by Mr. Maggi and seconded by Mr. Mancini to approve the December 22, 2025 minutes as written.

All in favor.

E. Any other matter that may legally come before Zoning Board of Appeals

Chair Prouty gave the members a handout regarding variances and stated if the members were interested she would like to see if there is a seminar they can take regarding variances.

Motion was made by Mr. Maggi and seconded by Mr. Mancini to adjourn the meeting.

All in favor.

Meeting adjourned at 8:00pm.

