



Zoning Board of Appeals
AGENDA

Monday, February 23, 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#2043-371 South Westfield Street-Tsimoshak-Special Permit
- 2) Approval of Minutes-February 9, 2026
- 3) 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

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 06-08-2022 @ 12:27pm
Ct1#: 189 Doc#: 34656
Fee: \$10,579.20 Cons: \$2,320,000.00

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:

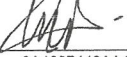
Инициалы

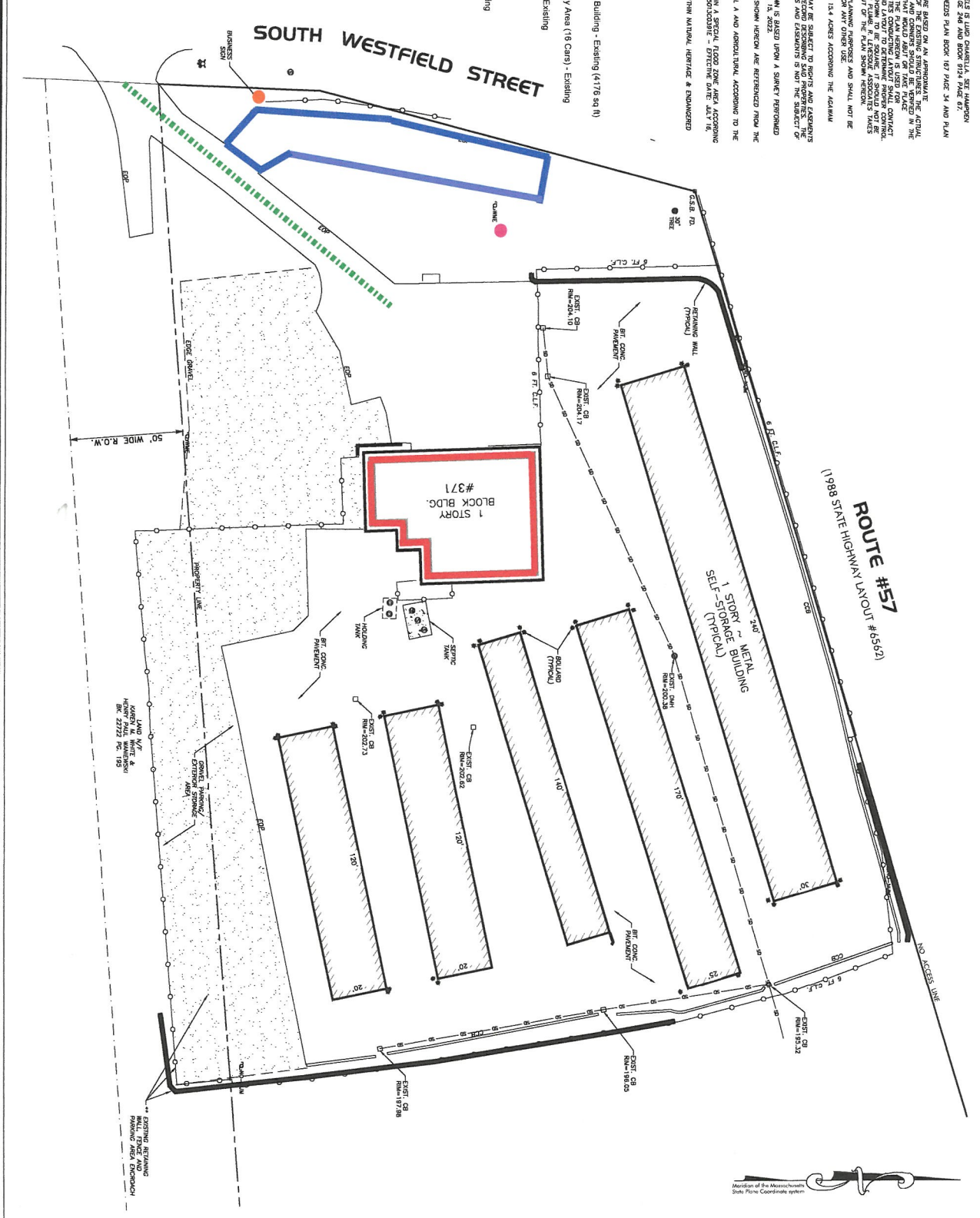

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on 11/12/2025

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 PERSONNEL TO ANY CONSTRUCTION WORK THAT WOULD AFFECT OR TAKE PLACE WITHIN THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS. THE FIELD PERSONNEL SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS. THE FIELD PERSONNEL SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS. THE FIELD PERSONNEL SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS.
 2. SEE ALSO MAPS AND 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 PERSONNEL TO ANY CONSTRUCTION WORK THAT WOULD AFFECT OR TAKE PLACE WITHIN THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS. THE FIELD PERSONNEL SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS. THE FIELD PERSONNEL SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS.
 4. THIS PLAN HAS BEEN PREPARED FOR SITE PLANNING PURPOSES AND SHALL NOT BE USED FOR THE CONFORMANCE OF LAND OR FOR ANY OTHER USE.
 5. SUBJECT PARCELS COVAILABLE APPROXIMATELY 15.4 ACRES ACCORDING TO THE AGAWAM AS COMPAVED IN THE VARIOUS BOOKS OF RECORDS DESCRIBING SAID PARCELS. THE LOCATION OF THE EXISTING BUILDING(S) AND CONSTRUCTION RECORDS IS NOT THE SUBJECT OF THIS PLAN.
 6. THE EXISTING CONDITIONS INFORMATION SHOWN IS BASED UPON A SURVEY PERFORMED BY R. L. LEBLANC, ASSOCIATES, INC. ON APRIL 15, 2022.
 7. ALL EXISTING UTILITY LINES AND UTILITIES SHOWN HEREON ARE RETRIEVED FROM THE AGAWAM AS COMPAVED IN THE VARIOUS BOOKS OF RECORDS DESCRIBING SAID PARCELS. THE LOCATION OF THE EXISTING UTILITY LINES AND UTILITIES IS NOT THE SUBJECT OF THIS PLAN.
 8. THE SUBJECT PARCELS IS NOT LOCATED WITHIN A SPECIAL FLOOD ZONE AREA ACCORDING TO THE AGAWAM AS COMPAVED IN THE VARIOUS BOOKS OF RECORDS DESCRIBING SAID PARCELS.
 9. THE SUBJECT PARCELS IS NOT LOCATED WITHIN A SPECIAL FLOOD ZONE AREA ACCORDING TO THE AGAWAM AS COMPAVED IN THE VARIOUS BOOKS OF RECORDS DESCRIBING SAID PARCELS.
 10. THE SUBJECT PARCELS IS NOT LOCATED WITHIN A SPECIAL FLOOD ZONE AREA ACCORDING TO THE AGAWAM AS COMPAVED IN THE VARIOUS BOOKS OF RECORDS DESCRIBING SAID PARCELS.
 11. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN ANIMAL, HERBIVORE & BUNGEONED SPECIES PROGRAM (NESP) JURISDICTION.

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

DATE: 11-27-22

SCALE: 1" = 20'

PROJECT NUMBER: 220314

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
Environmental Civil Engineers
115 School Street
North Andover, MA 01855
Tel: 978.686.0985 Fax: 978.686.0986
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

The following members attended the public meeting:

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

Members Absent:
Richard Maggi-Vice Chair

Chair Prouty open the meeting at 6:30pm and introduced the members of the Board.
Sitting on this case: Prouty-Chair, Mancini-Clerk, Savonin-Alternate

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

Natalya and Andrey Dommenko were present for this agenda item. Ms. Dommenko stated that 4 years ago Eversource installed an 8 ft. fence after removing a natural vegetative barrier, and they received a notices from the Building Inspector that the fence is in violation of the zoning requirements. She stated Eversource has an easement and does lots of maintenance at the sight and this fence gives privacy and reduces noise. She stated there is a large metal structure on the edge of their property Eversource has to maintain and inspect often. Ms. Dommenko stated she is appealing the Building Inspector's decision, and asking the Board to allow the 8ft. fence to remain in place to retain her privacy as well as providing screening and noise reduction.

Mr. Savonin asked if Eversource received the homeowner's permission to remove the vegetation. Ms. Dommenko stated Eversource stated the vegetation was too tall and needed to come down, so the homeowner could take it down or Eversource would. Ms. Dommenko stated this ocured during the covid pandemic and an 8ft. fence was all that was available.

Mr. Savonin stated Eversource has a utility easement, which in most cases is a 50ft easement. He stated a maintenance easement is not for destruction of property. He stated maintaining and removing the hedges are two different things. Mr. Savonin asked if the homeowner granted Eversource permission. Ms. Dommenko stated yes. Mr. Savonin asked if Eversource paid for the fence. Ms. Dommenko stated yes and they have it professionally installed.

Ms. Prouty stated the Building Inspector received a complaint and had to act. Ms. Dommenko stated the complaint was not signed. Ms. Prouty stated when she spoke to the Building Inspector about this he stated the name is on the email address, although the complaint was not signed.

Mr. Savonin asked if a cease and desist letter was sent to Eversource. Ms. Prouty stated it went to the homeowner. Mr. Savonin questioned why the letter was not sent to the easement holder since they installed the fence. Ms. Prouty stated Eversource had sent a letter to the homeowner stating they would agree to fix the issue, once the Board reached an agreement. Ms. Dommenko stated Eversource told her to go through the ZBA process first.

Mr. Ronghi stated even if it was an easement, it is still the homeowner who is responsible. He asked if the homeowner was given the option for shrubbery or the fence. Ms. Dommenko stated yes, but the trees would have to be maintained more often than a permanent fence. Mr. Ronghi stated if it was a natural barrier the trees can exceed 8ft., but Eversource would have to take them down and replant them periodically. Mr. Ronghi suggested reaching out to the Town Solicitor to require the easement holder remedy the issue, once a ZBA decision has been reached.

The Board discussed this at length as well as Town Councilor Russo who was in attendance who stated he would look into addressing the zoning ordinance making an 8ft. fence a legal right in certain situations, if this was a possibility.

Ms. Prouty read into the minutes a memo from the Engineering Department dated, December 17, 2025 and Engineering had no issues with this appeal

Motion was made by Mr. Savonin and seconded by Mr. Mancini to continue the public hearing to March 9, 2026.

All in favor.

B. Approval of Minutes-December 8, 2025 & January 12, 2026

Motion was made by Mr. Ronghi and seconded by Mr. Savonin to approve the December 8, 2025 minutes as written.

All in favor.

Motion was made by Mr. Ronghi and seconded by Mr. Mancini to approve the January 12, 2026, amending the conditions to site the relevant chapters of the code.

All in favor.

C. Any other matter that may legally come before ZBA

Ms. Prouty stated she is still working on getting a training class to educate the Board on variances, but has been unable to get that scheduled at this time, but she will keep working on it, and keep the members posted.

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

All in favor.

Meeting adjourned at 7:30pm.