



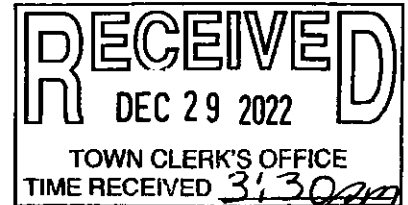
TOWN OF WARE

Planning & Community Development
126 Main Street, Ware, Massachusetts 01082
(413) 967-9648 ext. 120

PLANNING BOARD

MEETING AGENDA

Location: Board of Selectmen's Meeting Room
Town Hall, 126 Main Street, Ware, MA 01082
Date & Time: Thursday, January 5th, 2023 @ 7:00 PM
Digital Participation: Phone number: 929-205-6099
Meeting ID: 784 604 1861
Passcode: 01082



Instructions for call-in option: at or before 7pm call the phone number above and when prompted enter the Meeting ID number. The platform is Zoom Meetings. Join online:
<https://zoom.us/join>

-
- Pledge of Allegiance
 - Administrative
 - Approval of minutes from December 1st, 2022 and December 15th, 2022
 - Public Hearings
 - 7:05pm: Definitive Subdivision Modification (Strawberry Fields)
 - Applicant is requesting to have an existing Subdivision Permit rescinded. Deeded in the Hampshire County Registry of Deeds, Plan Book 204, Page 25. Assessor's Parcel 40-0-43, 40-44-1, 40-44-2, 40-44-3, 40-44-4, 40-44-5, 40-44-6, 40-44-7, 40-44-8, 40-44-9, and 40-44-12. Zoned: Rural Residential (RR).
 - 7:35pm: SP-2022-10 (Bond Construction Corporation) [CONTINUED]
 - Applicant is requesting a Special Permit to remove earth materials at 219 Babcock Tavern Road. Deeded in the Hampshire County Registry of Deeds, Book 12833, Page 207, and Book 07177, Page 314. Assessor's Parcel 4-0-14 & 4-14-2. Zoned: Rural Residential (RR).
 - ANR
 - ANR-2022-13 (Penny Lane)
 - Board will make the determination of whether or not this plan requires their approval under the Subdivision Control Law
 - Old Business
 - Review of newly proposed Subdivision Regulations
 - Sections 2.4.10 (Evidence of Performance and Release/Partial Release of Performance Guarantee) to Section 2.4.14 (Road Acceptance) [Pages 37-45]
 - New Business
 - Right of First Refusal: Lot 3, Osborne Road, Ware, MA.
 - Board will discuss their recommendation for the Selectboard
 - Town Planner Update

The next Planning Board meeting will be held January 19th, 2023.

At the time of posting, the agenda items listed above are what is reasonably anticipated by the Chairman to be discussed at this meeting. Other items not listed may be brought up for discussion to the extent permitted by law. The general public is invited to this and all meetings of the Ware Planning Board.



TOWN OF WARE

Planning & Community Development

126 Main Street, Ware, Massachusetts 01082

t. 413.967.9648 ext. 120

Planning Board

Meeting Minutes from

Thursday, December 1st, 2022

Selectboard Meeting Room

126 Main Street, Ware MA 01082

Planning Board Members in Attendance:

Rick Starodoj	Chair
Nancy Talbot	Vice Chair
Ken Crosby	
Ed Murphy	
Chris DiMarzio	Absent
Elizabeth Hancock	Alternate

Staff Members in Attendance:

Rob Watchilla	PCD Department Director
Anna Marques	Building Commissioner/Zoning Officer
Kristen Jacobsen	PCD Dept. Admin. Assistant
Nancy Talbot	Town Clerk
Stuart Beckley	Town Manager

Members of the Public in Attendance:

Jennifer Knight	Sadie Milner
Ira Cameron	Barbara Swiercz
Donald Frydryk	Tony Swiercz
Karen Hubaz	Kathleen Knight
	Josh Kusnierk

These minutes were amended

PLEDGE OF ALLEGIANCE

Chairman R. Starodoj called the meeting to order at 7:00pm and led the Pledge of Allegiance.

ADMINISTRATIVE

Approval of Minutes from November 17th, 2022

Motion made by N. Talbot to approve the minutes as submitted from Thursday, November 17, 2022. Seconded by E. Murphy. There was no additional discussion.

R. Starodoj	Aye
N. Talbot	Aye
E. Murphy	Aye

K. Crosby	Aye
C. DiMarzio	Absent
Four in favor. One Absent Approved 4/0/1.	

ANR-2022-12 (252 Belchertown Road)

- *Board will vote to decided that their approval is not required under the Subdivision Control Law*

R. Watchilla reviewed the site plan with the board and explained that the redrawing of this property line will help the parcel conform although the structure will remain non-conforming.

Motion made by E. Murphy to approve **ANR-2022-12 (252 Belchertown Road)**. Seconded by N. Talbot. There was no additional discussion.

R. Starodoj	Aye
N. Talbot	Aye
E. Murphy	Aye
K. Crosby	Aye
C. DiMarzio	Absent
Four in favor. One Absent Approved 4/0/1.	

Public Hearing SP-2022-10- Bond Construction – 219 Babcock Tavern Road

E. Hancock recused herself

R. Starodoj read the legal notice.

K. Hubaz spoke to the board and introduced the engineer D. Frydryk. D. Frydryk gave a presentation detailing the scope of the project. R. Watchilla read the permit summary and the comments submitted from Conservation Agent John Prenosil. The Building Department advised that the project encroaches on the 50' set back which the proponent said was for grading aesthetics and topography. The board asked for clarification on the amount of earth being removed (194,500 cubic yards) and the hours of operation which K. Hubacz stated that it is listed as Monday through Saturday from 7am-5pm. No earth removal or hauling would be done on Saturday as that day would only be for equipment maintenance. The Planning Board then opened the Public Hearing for public comments. Abutter E. Hancock spoke of her concerns with the project and stated she had consulted with an engineer who marked issues on the site plan. D. Frydryk inquired as to the name of the engineer, E. Hancock refused to provide the name and stated she was representing herself.

- 50' Buffer on her property line was left unmarked
- Questions chain-link fence surrounding property. R. Starodoj replied that it was not a chain-link fence, E. Hancock stated as per the legend on the plan it is noted as a chain-link fence.
- The plan does not show limits of work
- No waiver provided in Zoning Bylaw for the 50' buffer and will not agree to one.
- Stated her tree roots would be harmed if setback is encroached

- Stated an area is not buildable
- Erosion control would need to be moved to stay away from the 50' buffer
- Silt Fence is not identified
- Limit of work needs to have a permanent visual marker to indicate the buffer zone
- Monitoring wells are marked with an incorrect symbol
- Well #1 should match the depth of well #4
- Groundwater should be monitored
- Water shoving toward her property
- Questioned former loam pile on plan
- What is volume and quality of loam? (R. Starodoj stated a certain amount needs to be put down at closure)
- Site is active as trees have been removed and access road cut.
- Lack of forestry permit
- Lack of S.W.P.P.P (Storm Water Pollution Prevention Plan)
- C.A.D. could show that less material could be removed to complete the project
- Questioned activity of site as Bond had not been present there in over a year (E. Hancock indicated an area on the site plan) K. Hubaz responded that they are waiting on permitting and are holding.
- Stabilization measures should have been initiated 14-days after activity has temporarily ceased (E. Hancock indicated an area on the site plan).

K. Hubaz reiterated that Conservation had visited the site and the agent had no issues with the site as it was as it is sloped accordingly and there is no runoff due to the permeability of the material.

- E. Hancock stated that a SWPPP would be needed and a waiver would need to be filed with the EPA to avoid doing so
- The authorization form is not signed for 240 Babcock Tavern Road
- Issue with Bond being the applicant not the owner.
- Cited that during the site walk on October 19, 2019, R. Starodoj had commented that the owner should get the permit as well as during a Planning Board meeting on August 6, 2020, where the board stated the owner should get the permit. R. Starodoj stated that the property owner can designate representative. E. Hancock responded that was not in the bylaw. R. Watchilla said that he believed that under State Law the applicant could be designated, R. Starodoj asked for that to be checked.
- E. Hancock stated all trees along buffer were cut (property owners stated no). July 16, 2020, Selectmen T. Barnes had asked if there would be a tree buffer. J. Knight answered by saying that existing trees would be kept in place to act as a buffer. E. Hancock stated the only buffer was her trees and whatever brush/vegetation that is currently growing after the cutting.
- Would like a silt fence, shrubs or trees to block noise.
- Stated best practice would have been to process 3-acres at a time.
- R. Starodoj stated whether there was a gravel operation or not they were allowed to cut their own trees
- E. Hancock stated she has lost her privacy
- K. Knight stated they were her trees
- S. Beckley mentioned that maybe the board might consider adding a condition that a buffer be made. R. Starodoj said that was typically what they do.
- K. Hubaz mentioned there was a berm between their excavation work and the abutter property. E. Hancock said she can hear the work and it's very noisy.
- E. Hancock stated she has lost her privacy and the enjoyment of her property.

- R. Watchilla provided research into an earlier point regarding which name is allowed to be on the permit. M.G.L. Ch. 40A section 11 says the permit is awarded to the owner and the applicant if its other than the owner.
- E. Hancock spoke of the timeline of the removal operation and the potential downsides of the property owner not being named on the permit application
- The property owners spoke stating there was a buffer of Pine trees.
- D. Frydryk addressed points made by E. Hancock stating there was no proposed chain-link fence and what is labeled on the plan is a limit of work, the waddles and silt fence are on the plan, limit of work, the depth of the wells, and monitoring groundwater.
- R. Starodoj spoke about the plan and items he would like to see added to it
- D. Frydryk addressed the depth and separation of the wells, the loam, the SWPPP
- E. Hancock spoke of the water conditions and well water testing, additions to the plans that would be helpful
- R. Starodoj said a cross section of an area from the 'k' in Babcock to the northeastern corner near the detention basin and one from the house to the well 3 area would be helpful
- E. Hancock questioned the maximum number of trucks per day. K. Hubaz answered that it would be approximately 5 trucks with approximately 4-5 loads each
- E. Hancock questioned how fuel spills would be addressed on the property
- E. Hancock inquired what the community benefit would be. K. Hubaz spoke stating earth removal operations benefit the community in many ways, providing aggregates for many projects.
- E. Hancock spoke of her experience and familiarity within the gravel industry.

Recess

- E. Hancock inquired about liability insurance

Motion by N. Talbot to continue the Public Hearing to January 5, 2023, at 7:30pm in the Selectmen's Meeting Room at Town Hall. Seconded by E. Murphy. The board clarified no additional abutters notices are required for the continuance of a Public Hearing.

R. Starodoj	Aye
N. Talbot	Aye
E. Murphy	Aye
K. Crosby	Aye
C. DiMarzio	Absent
Four in favor. One Absent Approved 4/0/1.	

Motion made by E. Murphy to table the review of the subdivision regulations until December 15, 2022. Seconded by N. Talbot. No additional discussion.

R. Starodoj	Aye
N. Talbot	Aye
E. Murphy	Aye
K. Crosby	Aye
C. DiMarzio	Absent
Four in favor. One Absent Approved 4/0/1.	

Motion made by E. Murphy to adjourn the meeting at 8:40pm. Seconded by N. Talbot. No additional discussion.

R. Starodoj	Aye
N. Talbot	Aye
E. Murphy	Aye
K. Crosby	Aye
C. DiMarzio	Absent
Four in favor. One Absent Approved 4/0/1.	

NEXT PLANNING BOARD MEETING DATE:

Thursday, December 15th, at 7:00pm.

Minutes from Thursday, December 1st, 2022.

Respectfully submitted by,

Kristen Jacobsen
Administrative Assistant
Planning & Community Development

Minutes Approved on: _____

Starodoj _____

Murphy _____

Talbot _____

Crosby _____

DiMarzio _____



TOWN OF WARE

Planning & Community Development

126 Main Street, Ware, Massachusetts 01082

t. 413.967.9648 ext. 120

Planning Board

Meeting Minutes from

Thursday, December 15th, 2022

Selectboard Meeting Room

126 Main Street, Ware MA 01082

Planning Board Members in Attendance:

Rick Starodoj	Chair
Nancy Talbot	Vice Chair
Ken Crosby	Absent
Ed Murphy	Remote
Chris DiMarzio	
Elizabeth Hancock	Alternate

Staff Members in Attendance:

Rob Watchilla	PCD Department Director
Kristen Jacobsen	PCD Dept. Admin. Assistant

Members of the Public in Attendance:

David Oles
Kaily Hepburn
Dan Deliger

PLEDGE OF ALLEGIANCE

Chairman R. Starodoj called the meeting to order at 7:00pm and led the Pledge of Allegiance.

ADMINISTRATIVE

Approval of Minutes from December 1, 2022

Motion made by N. Talbot to approve the minutes as submitted from Thursday, December 1, 2022. Seconded by E. Murphy.

E. Hancock recused herself and stated she felt the minutes were incomplete, inaccurate and that she had been censored and requested that the Planning Board reconsider the approval of them.

Motion to approve the minutes as submitted **Withdrawn** by N. Talbot.

Motion made by N. Talbot to table the minutes of December 1, 2022 and expand upon the information S. Seconded by E. Murphy.

R. Starodoj		Aye
N. Talbot		Aye
E. Murphy		Aye
K. Crosby		Absent
C. DiMarzio		Aye
Four in favor. One Absent Approved 4/0/1.		

Approval of the 2023 Planning Board Meeting Schedule

R. Starodoj suggested removing the December 21, 2023 Planning Board Meeting

R. Watchilla explained that he will be out of the office and not present at the February 16, 2023 meeting.

C. DiMarzio presented the affidavit expressing that he reviewed the Bond Construction Permit Hearing.

The Planning Board consented to the meeting schedule.

SP-2022-11/ SPR-2022-04 (Pineapple Express, LLC.)

R. Starodoj read the legal notice

K. Hepburn spoke describing the nature of her business as a Marijuana Delivery establishment. The license allows for wholesale cannabis products from manufacturers/ cultivators, warehouse them at their location, take online or phone orders and deliver them. K. Hepburn reviewed the materials which were submitted which included a security plan that was presented to the Ware Police Department. K. Hepburn also introduced the D. Oles from American Alarm and her engineer (Zoom) who could answer any questions about the site plan and parking.

Approx 18 daily trips (used the traffic model from the 2016 Taco Bell Study) the total number of trips from that plaza was 15,700 trips per day and their business would account for .02% of that.

N. Talbot inquired about the number of vehicles. K. Hepburn stated there will be two delivery vans to start and maybe adding two more in a year. Each truck would have two drivers, and two individuals working in the office.

K. Hepburn and the planning board discussed parking arrangements. It was discussed that it may be better to have employees park in the front parking area (farthest away from the businesses) which would help with traffic in the rear of the building. K. Hepburn stated the back is really for deliveries.

N. Talbot inquired about deliveries. K. Hepburn stated that once established (inventory) would come in once or twice a week and that would occur during business hours.

R. Starodoj asked if there was a loading dock in the rear of the building. K. Hepburn stated it was a back door. D. Oles added that there aren't specific regulations through the CCC and the regulations for loading/unloading areas would be town specific.

C. DiMarzio asked what the purpose of the vans was. K. Hepburn clarified that they were for delivery to the consumer.

N. Talbot asked where the closest similar establishment was. K. Hepburn said at the moment it was in Easthampton, MA.

N. Talbot inquired about the number of employees in the building. K. Hepburn answered that by regulations there must always be at least two people in the vans during deliveries and one person in the office monitoring the GPS.

R. Watchilla recommended sharing the security overlays with the Police Department.

R. Watchilla and K. Hepburn discussed the body cams the delivery drivers would wear and that they are required by regulations.

R. Watchilla read a question from the Town Manager noting there was not additional exterior lighting and asked if the CCC required additional lighting. K. Hepburn and the board discussed lighting requirements.

R. Watchilla read a statement from the Building Commissioner which expressed concern for the traffic in the rear of the building due to the traffic of both Pineapple Express and O'Rieley Auto Parts. The board discussed the statement and felt it could be added as a condition to revisit if the traffic behind the building became problematic or a safety concern.

R. Watchilla reviewed the materials submitted by the applicant.

- Host Community Agreement*
- List of abutters
- Detailed security summary
- Traffic Memorandum

*Applicant has certification that it was signed by Board of Selectmen, however, does not have the actual signed document (from June 7, 2022).

The board discussed proposing conditions. C. DiMarzio proposed adding a condition for the safety concern for the loading/unloading area in the rear of the building.

R. Watchilla discussed the conditions on the Curaleaf decision "The board reserves the right to modify the site plan for motor vehicle and pedestrian traffic, including a traffic study six months following the opening of the establishment". C. DiMarzio said to remove his condition and use the same from Curaleaf to keep them consistent. R. Starodoj inquired if these conditions stay with the land or business. R. Watchilla clarified that they stay with the business not location.

K. Hepburn asked if it was possible to extend the operating hours. The board discussed operating hours and clarified that it was including the times when deliveries could be made. It was decided 6:00am – 10:00pm for exterior operations.

E. Hancock stated she would object to having deliveries later in the evening. R. Starodoj stated it was a commercial area and the other business have things come in basically 24/7. K. Hepburn stated that Domino's delivers past 8:00pm. R. Starodoj added that it was no unusual for a retail operation.

E. Hancock inquired about the buffer zone for children and discussed the adopted language of the CCC and the Ware bylaws.

E. Hancock inquired as to the type of signage that will be used. K. Hepburn answered that there will not be exterior signs on the front of the business, there would only be one 12"x12" sign on the back door for purposes of deliveries.

E. Hancock inquired as to how the product does not get into the hands of minors and asked K. Hepburn to explain the process. K. Hepburn explained that Drivers Licenses are needed on both ends of the ordering process and the drivers must verify the licenses provided at the time of delivery against the one used to create the account and verify the signature. There is also a manifest that has to be signed.

N. Talbot asked what the monitoring/audit process was like. K. Hepburn explained that security systems must be tested every 30 days and audited yearly. D. Oles added that the CCC can also do spot checks.

E. Hancock inquired about the types of products being offered.

R. Starodoj inquired about the waste disposal process. K. Hepburn stated they can combine it with another substance to render it unusable then store it in a vault until is picked up by a licensed company.

R. Starodoj reviewed the findings

Motion made by N. Talbot to approve **SP-2022-11 (Pineapple Express, LLC.) as proposed.** Seconded by E. Hancock There was no additional discussion.

R. Starodoj	Aye
N. Talbot	Aye
E. Murphy	Absent
K. Crosby	Aye
C. DiMarzio	Aye
E. Hancock	Aye

Four in favor. One Absent Approved 4/0/1.	
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Motion made by N. Talbot to approve **SPR-2022-04 (Pineapple Express, LLC.)** as proposed noting the **conditions**. Seconded by C. DiMarzio. here was no additional discussion.

R. Starodoj	Aye
N. Talbot	Aye
E. Murphy	Absent
K. Crosby	Aye
C. DiMarzio	Aye
Four in favor. One Absent Approved 4/0/1.	

*E. Hancock voted during the meeting. As per R. Starodoj the vote did not count for the Site Plan Review.

Public Hearing for Pineapple Express SP-2022-11 & SPR-2022-04 closed at 7:51pm

Old Business

The board decided to pass on reviewing the subdivision regulations

Town Planner Update

R. Watchilla announced that the Planning Department will provide assistance to the Conservation Department.

The deadline for the RFQ for Mary Lane was December 15, 2022. There was one applicant, there will be public outreach.

PVPC had submitted their 1st draft for the document on battery storage. R. Watchilla clarified that they had consulted with various experts and will be separated into three tiers.

The board discussed concerns about requirements for the battery storage. C. DiMarzio spoke about frontage requirements and how those requirements place the structures within view. C. DiMarzio and R. Watchilla discussed the possibilities of allowing individuals to lease or co-locate on their properties. The board discussed the different size and types of battery storage units and the stand-alone units. The board also discussed E.V. charging stations.

R. Watchilla read through the tiers of batteries.

R. Starodoj discussed megawatt hours and the need for design standards. R. Watchilla stated he would clarify with the building inspector.

Motion made by N. Talbot to **ADJOURN at 8:25**. Seconded by C. DiMarzio. There was no additional discussion.

R. Starodoj	Aye
N. Talbot	Aye

E. Murphy	Absent
K. Crosby	Aye
C. DiMarzio	Aye
Four in favor. One Absent Approved 4/0/1.	

NEXT PLANNING BOARD MEETING DATE:

Thursday, January 5th, at 7:00pm.

Minutes from Thursday, December 15th, 2022.

Respectfully submitted by,

Kristen Jacobsen
Administrative Assistant
Planning & Community Development

Minutes Approved on: _____

Starodoj _____

Murphy _____

Talbot _____

Crosby _____

DiMarzio _____



TOWN OF WARE

Planning & Community Development

126 Main Street, Ware, Massachusetts 01082
t. 413.967.9648 ext.118 rwatchilla@townofware.com

Notice of Public Hearing Planning Board

LEGAL NOTICE

to be published in the *Ware River News*
issues 12/22/2022 and 12/29/2022

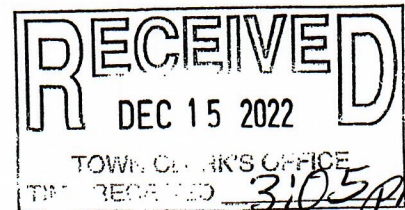
Modification of Existing Definitive Subdivision Approval

NOTICE is hereby given that the Ware Planning Board, acting as the Definitive Subdivision Approval Authority, will hold a Public Hearing on THURSDAY, January 5, 2023 at 7:05pm, on the application of Jerome Richard (Penny Lane Development, LLC.), for a modification to an approved definitive subdivision known as "Strawberry Fields" pursuant to the Subdivision Control Act. The applicant intends to have his definitive subdivision permit rescinded. Pursuant to Chapter 22 of the Acts of 2022, this hearing will be conducted in person and via remote means, in accordance with applicable law. This means that members of the Planning Board as well as members of the public may access this meeting in person, or via virtual means. In person attendance will be held in the Board of Selectman's Meeting Room, 126 Main Street, Ware, MA. It is possible that any or all members of the public body may attend remotely, with in-person attendance consisting of members of public. The meeting may be accessed remotely via zoom. Go to <https://zoom.us/join> or join by phone. Phone Number: 929-205-6099; Meeting ID: 784 604 1861; Password: 01082.

SITE LOCATION: Penny Lane, Ware, MA. Said premises being further described in deeds recorded in the Hampshire County Registry of Deeds, Plan Book 204, Page 25. Property is also identified as Assessor's Parcels 40-0-43, 40-44-1, 40-44-2, 40-44-3, 40-44-4, 40-44-5, 40-44-6, 40-44-7, 40-44-8, 40-44-9, and 40-44-12. Zoned: Rural Residential (RR).

A complete copy of the application can be found at the Town Clerk's office and upon request from the Planning & Community Development Office. Anyone interested or wishing to be heard on the application should appear at the time and place designated.

WARE PLANNING BOARD



Planning Board &
Zoning Board of Appeals

Robert A. Watchilla
Director of Planning &
Community Development

Town of Ware

Planning & Community Development

Request for Modification of Approval Site Plan / Special Permit / Variance

Definitive Subdivision



126 Main Street
Ware, MA 01082
413.967.9648 ext. 120
www.townofware.com

Applicant Name of Applicant (primary contact): Jerome Richard
Company: Penny Lane Development, LLC
Address: 215 Kings Highway, Apt B6, West Springfield, MA 01089
Phone: N/A Cell: (413) 241-1266
Email Address: jerry251dex@gmail.com

Owner Name of Owner: Penny Lane Development, LLC
Address: 215 Kings Highway, Apt B6, West Springfield, MA 01089
Phone: N/A Cell: (413) 241-1266
Email: jerry251dex@gmail.com



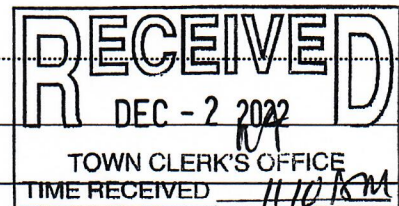
Proposal The undersigned herewith resubmits the accompanying additional plan, materials, information, etc., relative to the previously filed ~~Site Plan Application No.~~ ^{Subdivision} and/or Special Permit Application No. _____ and/or Variance Application No. _____ for property located on/at Penny Lane - See Exhibit A and decision recorded at the Hampshire Registry of Deeds, Deed Book _____, Page _____, dated _____ and/or Plan Book 204, Page 25.

With this submission of this form, and any other materials requested by the Planning and Community Development Department, I am hereby requesting a modification of said permit, for good reason, as described here or on additional pages.

Convert 10 lot subdivision to 1 ANR lot with easement for neighbor's driveway at 217 Greenwich Road. Rescind the existing Subdivision Permit for Penny Lane Development, LLC.

Signature Original Owner's Signature (Blue Ink Only): Jerome Richard Date: 12/2/2022
Mailing Address: listed above Town/State/Zip: _____
Phone Number: _____ Email: _____

Office Use only Meeting Date January 5, 2022
Board's Decision _____



Right of Way to Jeffrey D. Jacobs

Description of Easement in the Commonwealth of Massachusetts, County of Hampshire, Town of Ware on the easterly side of Greenwich Road owned by Penny Lane Development, LLC, shown as Driveway Easement on a plan by Robert H. LeMaitre titled "Lot Consolidation Plan on Greenwich Road in Ware prepared for Penny Lane Development, LLC" and dated November 23, 2022, bounded and described as follows:

Beginning at a point in there easterly sideline of Greenwich Road at the northwesterly corner of Lot B as shown on said plan

THENCE on a curve to the right having a radius of 20.00 feet along land now or formerly of Jeffrey D. Jacobs for an arc distance of 35.74 feet to a point in the sideline of Greenwich Road

THENCE S 66° 15' 21" E along land now or formerly of Jacobs for a distance of 66.74 feet to a point

THENCE N 23°44'39" along land now or formerly of Penny Lane Development for a distance of 50.00 feet to point

THENCE N 66°15'21" W along land now or formerly of Penny Lane Development for a distance of 101.31 feet to the easterly sideline of Greenwich Road

THENCE on a curve to the left having a radius of 1575 feet along the sideline of Greenwich Road for an arc length of 76.05 feet to the point of beginning

The above easement is for the sole purpose of access and egress to lot B now or formerly owned by Jeoffrey D. Jacobs Bk.11383-Pg.42

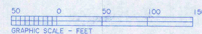
THE PURPOSE OF THIS PLAN IS TO COMBINE THE REMAINING LAND IN WARE OF PENNY LAND DEVELOPMENT, LLC.

THE TRACTS TO BE COMBINED ARE SHOWN ON RECORD MAP AS FOLLOWS: LOT 24A AS SHOWN IN PB.215-PG.35; LOTS 1 THROUGH 4 AND 6 THROUGH 8 PLUS THE UNDEVELOPED ROAD CALLED PENNY LAND IN PB.204-PG.25 AND LOTS 9 AND 10 IN PB.207-PG.19 TO FORM A SINGLE TRACT AS DEPICTED HEREON.

THE TRACT IS SUBJECT TO AND INCLUDES RIGHTS OF RECORD OR OTHERWISE ACQUIRED.

SUBDIVISION APPROVAL NOT REQUIRED
TOWN OF WARE PLANNING BOARD

- LEGEND
- IRON PIN FOUND
 - IRON PIN TO BE SET
 - CONCRETE BOUND
 - △ POINT
 - ◇ UTILITY POLE
 - WELL
 - FENCE
 - STONE WALL
 - EDGE OF BROOK
 - EDGE OF PAVEMENT



THIS SURVEY AND PLAN CONFORM WITH THE TECHNICAL AND
PROCEDURAL STANDARDS FOR THE PRACTICE OF LAND
SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF
THE REGISTERS OF DEEDS.



LOT CONSOLIDATION PLAN
ON
GREENWICH ROAD IN WARE
PREPARED FOR

PENNY LANE DEVELOPMENT, LLC
1" = 50' NOVEMBER 23, 2022

1. 1

16 J. L. MAITRE, PE, PLS
4 KNEW DRIVE
WARE, MA 01082
413-967-7878

From: [Donald Frydryk](#)
To: [Watchilla, Robert](#); ["Karen Kiley"](#)
Subject: BOND PUBLIC HEARING 22009
Date: Tuesday, January 3, 2023 2:00:44 PM

CAUTION: This email originated from outside of the Town of Ware organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Rob

Happy New Year

As discussed, we were not able to complete all work required to address comments received at the public hearing in time for the continued meeting on 1/5/2023 due to the holidays and other time off for our staff.

As such, we would like to request that the hearing be continued until your next meeting on 1/19/2023 so that we can deliver the requested information prior to this date

Thanks for you help

Donald J. Frydryk, PE, PLS
SHERMAN & FRYDRYK
A Division of Hancock Associates
P (413) 283-6210 X111
www.shermanfrydryk.com
www.hancockassociates.com

- b) In the case of a surety company bond, such an agreement for an extension shall not be effective until the surety delivers to the Planning Board a written statement that the surety agrees to the proposed alteration of the completion schedule and that such alteration shall not relieve or affect the liability of the surety company.
- c) In the case of a covenant, the Board may grant final approval of the Definitive Plan conditional upon the completion of the construction of all ways and installation of utilities within specified time period from date of said covenant. Failure to complete such improvements shall automatically rescind approval of the plan.
- d) Failure to complete all improvements as required by these rules and regulations within the time allotted shall cause the Planning Board to draw upon the performance guarantee (surety bond, deposit of money, letter of credit) in order to complete said improvements and/or schedule a public hearing in order to rescind approval of the subdivision in accordance with appropriate sections of MGL c. 41, § 81.
- e) If the specified subdivision improvements in accordance with the Rules and Regulations are not completed within five (5) years of the date of the bond, deposit of money, lender's agreement or covenant, the Planning Board may require an estimate of the costs of the remaining work, increase the amount of the performance guarantee proportionately, and establish a new date for completion of said required improvements. Failure of the developer to complete the improvements within said five (5) year period, or any extension thereof, shall not relieve the developer from his/her obligation to pay for increased costs for completing the improvements in excess of his/her performance guarantee and shall be grounds for rescission of the approval of the plan pursuant to G.1., Ch.41, Sec. 81 W.

Commented [WR5]: Is there better language that can be used here?

2.4.10 Evidence of Performance and Release/Partial Release of Performance Guarantee

- a) Procedures for partial release

The developer may, upon partial completion and installation of required improvements in a subdivision, the security for the performance of which was given by bond, deposit of money, letter of credit, or covenant, make formal application, in writing either by hand delivery or certified mail, to the Planning Board for partial release of his/her/their performance guarantee, in accordance with the procedures set forth herein. It is up to the discretion of

the Planning Board whether to approve such request. The Planning Board may deny, approve or partially approve such request. The Planning Board shall determine/approve the actual dollar amount (where applicable). The Planning Board may require a change in the form/method and amount of the Performance Guarantee when a partial release is requested by the applicant.

1. Financial performance guarantee

The amount of such a bond, or deposit of money, or letter of credit or three-party agreement for lender fund retention held may, from time to time, be reduced by the Planning Board. The applicant shall present to the Planning Board a list of all construction items performed and/or completed, said list to be based on the subdivision approval, and the subdivision regulations in their entirety. The amount to be reduced by the Planning Board, after consultation with the Highway Superintendent, shall be based upon federal or state prevailing wage construction costs at the time the application for reduction is made. The Planning Board shall withhold adequate funds to complete the project, but shall withhold no less than 20% of the original approved cost estimate. At the completion of the project (based on a written acceptance from the Planning Board that the project has been completed) and a one-year warranty period, the amount withheld shall be released under section 2.4.10.a.

2. Covenant

The developer may request a release of conditions for lots where the required improvements have been completed for that section of roadway beginning at any intersection with a Town road and abutting lots up through the last lot to be released. Lots may only be released if they abut the functionally (in the opinion of the Planning Board) completed portion of the road. No partial release from the covenants will be approved if the total length of roadway, including a temporary turnaround, abutting said designated lots, exceeds the Town's maximum allowable length for dead-end streets unless the Planning Board has already approved within the limits of the development a dead-end street exceeding said limits. In the absence

of financial performance guarantees, adequate covenants will be held to ensure completion of the project, including record plans, street acceptance plans, site inspections, and legal work. In addition, a covenant on one lot which can be built on will be held until either a) the Town has acceptance all of the Definitive Plan's roadways a Town streets, or b) said covenant has been exchanged in lieu of the cash value (as determined by the Planning Board) of the lot. Covenant shall be inscribed on the Definitive Plan or in a separate document referred to on the Plan, and delivered to the Planning Board.

- i. The subdivider may request a Release of lots from covenant, in exchange for a bond, deposit of money or surety provided that:
 - A revised Construction Cost Estimate (see Section 2.4.8.1.i) for all of the work remaining to be completed in accordance with the approved plans has been submitted.
 - Lots will be released in area of the subdivision where all the required improvements have been completed.
 - The lots run consecutively and are released on both sides of the road simultaneously, beginning with the lots nearest any intersection of the subdivision road and a Town road.
 - The amount of the surety of Bond shall be determined by the Planning Board, based on the submitted revised Construction Cost Estimate and their estimates for constructing the road within existing approval. The amount of the Surety or Bond shall be determined on a request-by-request basis, and each request shall be judged on its own merits.
 - The amount of the Surety or bond on existing lots for which prior Surety or Bond has been given may be increased by the Planning Board should the specified Subdivision improvements in accordance with these rules and regulations not be completed within the allotted time period as specified and such increase would take into consideration increased construction costs.

- Such a covenant shall be inscribed on the Definitive Plan or in a separate document referred to on the Plan, and delivered to the Planning Board. The Planning Board shall turn over the covenant to the Town Counsel who shall review its contents.
3. All requests for a partial release of the performance guarantee must be accompanied by:
- i. A revised Construction Cost Estimate (see Section 2.4.8.1.i) for all of the work remaining to be completed in accordance with the approved plans.
 - ii. A certification from the project's engineer that all work and systems have been completed in accordance with the approved plans and are functioning as designed and intended.
 - iii. Proof that all fees to cover inspections for the release of the performance guarantee have been paid in full by the applicant.
 - iv. "As-Built" plans for that portion of the roadway for which a partial release is being requested.

b) Procedures for full/final release.

The developer may, upon completion and installation of required improvements in a subdivision, the completion of record plans and street acceptance plans, as specified in these rules and regulations, and the completion of a one-year labor and materials warranty period make formal application, in writing either by hand delivery or certified mail, to the Planning Board for full release of any outstanding performance guarantee.

1. Before the Planning Board releases the full interest of the Town in said performance guarantee, the Planning Board shall:
- i. Receive a certification from the project's engineer that all work and systems have been completed in accordance with the approved plans and are functioning as designed and intended.

The sanitary sewer and public water systems must be pressure tested and videotaped and comply with the municipality's

standards. Documentation of such testing and videotaping must be submitted.

In no instance shall bonding or covenants be released for the final road course and sidewalks until said work has withstood one full winter season. Partial or final release for this work may be requested of the Planning Board no sooner than April 1st of the calendar year subsequent to completion of way and walks.

- ii. That the streets and drainage system have functioned as designed and intended and been in use for through one full winter.
- iii. Obtain in writing from the Director of Public Works, or from a registered professional engineer chosen by the Planning Board (and paid for by the applicant), a certificate of statement that all work and systems required by these rules and regulations has been constructed in conformance with the approved construction plans. In the case where roadways will remain under private ownership, the above-mentioned certificate or statement shall be supplied by the project's registered professional engineer.
- iv. Receive from the applicant written evidence from the electric, telephone, gas and cable TV companies and all other public and private utilities stating that their respective underground systems have been installed and are functioning to their satisfaction.
- v. Receive from the applicant written evidence from a Registered Land Surveyor that all permanent bounds and monuments on all street lines and on the lot or lots within the subdivision are in place and are accurately located in accordance with the approved Definitive Plan.
- vi. Find that all fees to cover inspections for the release of the performance guarantee have been paid in full by the applicant.
- vii. Obtain from the applicant a set of record "as-built" construction plans. Approval of said plans by the Planning Board shall take place after review of the former by the Director of Public Works.

- viii. Receive from the applicant street acceptance plan or plans and necessary documents. Said plans and documents, after approval by the Planning Board and the Director of Public Works, shall be presented by the Planning Board to the Town Meeting for a formal street acceptance in accordance with the Town Street Acceptance Policy.
 - ix. Copies of all of the recorded lot deeds showing that the applicant has retained their rights to the subdivision road(s) right-of-way, or Certification from developer's lawyer that all deeds to lots contained phrasing which retained his rights to the right-of-way(s).
 - x. All "as-built" Definitive Subdivision Plan information pertaining to the creation of the lots (including annotation of frontage, dimensions, acreage, etc.) shall also be submitted in a digital format acceptable to the Town using drawing interchange files (AutoCAD compatible files). Horizontal and vertical control shall have at least two (2) points tied (in feet) into the most recent Massachusetts State Plane Coordinate System using municipal GIS monuments stationed throughout the Town. Horizontal control shall have a closure of 1:12,000 or better. Vertical control must be of second order D Class 2 accuracy or better and be tied to USGS datum. All records of control shall be delivered to and reviewed by the Town.
 - xi. All "as-built" Definitive Subdivision Plan, Record and Street Acceptance Plan information shall also be submitted in pdf and AutoCAD compatible format or in another digital format acceptable to the Town.
2. If the Planning Board determines that all improvements as shown on the endorsed definitive plan and all required plans and legal documents have been completed satisfactorily, it shall release all the interest of the Town in such performance guarantee and return the bond to the person who furnished the same, or release the covenant, by appropriate instrument, duly acknowledged, which may be recorded.
3. If the Planning Board determines after inspection that said construction or installation has not been completed, or wherein said construction or installation fails to comply with these rules and regulations, the Planning Board shall send by registered mail to the

applicant and to the Town Clerk the details wherein said construction or installation fails to comply with its rules.

4. The applicant shall have 30 days after receipt of such notice to correct all problems mentioned in the above. Failure of the applicant to finish all the necessary work within said 30 days shall cause the Planning Board to draw upon the bond or deposit of money as mentioned below.
5. Any such bond may be enforced and any such deposit may be applied by the Planning Board for the benefit of the Town of Ware, as provided in MGL c. 41, § 81, upon failure of the performance for which any bond or deposit was given to the extent of the reasonable cost to the Town of completing such construction and installation.

2.4.11 Recording of plan

The developer shall, within 10 days after the definitive plan has been endorsed, record said plan, required forms and, whenever applicable, the Planning Board's order of conditions, public easements (plans and documents), restrictive covenants, master deeds, etc., at the Hampshire County Registry of Deeds, and in the case of registered land with the Recorder of the Land Court. Within seven (7) days of said recording the applicant shall provide the Board with a copy of the Registry's receipt of said recording including the book, page number, and date of recording. The cost of said recording shall be borne by the developer.

2.4.12 Rescinding Approval of the Plan

Failure of the applicant to record the Definitive Plan at the Hampshire County Registry of Deeds within six (6) months of its endorsement or to comply with the construction schedule of the performance agreement shall constitute sufficient cause for the Board to rescind such approval, in accordance with the requirements of section 81-W of Chapter 41 of the General Laws as amended.

Commented [WR6]: Going back to the earlier question, is there better language to use here than "rescinding approval of the plan"?

2.4.13 Preconstruction Conference

Prior to commencement of construction, the developer and the contractor must meet with the Director of Public Works and other relevant Town officials (preferably at a single meeting) to review the subdivision permit and conditions. The applicant must provide evidence that all required documents

have been recorded and all required fees paid. Subsequent to said recording and prior to any building permit being issued, the project applicant shall file within seven calendar days one print of the definitive plan with the Building Inspector. Further, in accordance with the statute, where approval with covenant is noted thereon, the Inspector shall issue no permit for the construction of a building on any lot within the subdivision, except upon receipt from the Planning Board of a copy of the certificate of performance releasing the lot in question.

2.4.14 Road Acceptance

Commented [WR7]: See earlier question regarding generic transfer of title deed for private roadways.

When a road or way in a subdivision has been completed in a manner fulfilling the requirements of the Planning Board, the Applicant may request the Planning Board or their designee to inspect the road or way in order to give a recommendation to Town Meeting, on whether the road or way should be accepted.

Process for road acceptance can be found in the Town of Ware Road Acceptance Policy.

The Planning Board shall require the following information before making a recommendation to the Town Meeting:

- a) Two (2) copies of a plan of the road or way "as built," at a scale of one inch equals forty (1" = 40') feet to the inch at size 24" x 36". Said plan to show a center line profile (4 feet per inch on the vertical scale and 40 feet per inch on a horizontal scale) taken at fifty (50) foot intervals along the road or way as it has been completed. All utilities, public and private, above and below grade shall be shown on the plan as they exist. Said plan shall also be submitted in an electronic format acceptable to the Planning Board.
- b) Two (2) copies of the description by metes and bounds of each road and easement considered for acceptance by the Town. After acceptance by the Town Meeting of a road or way in an approved subdivision, the "as built" plan referred to above, the vote of the Town Meeting and the description of the road or way shall be recorded with the Hampshire County Registry of Deeds by the Town Clerk.
- c) A release of liens under oath from all contractors and subcontractors approved for work on the road or way, attesting to the fact that all

payments due them for labor and materials have been received, and that payments for all materials have been rendered.

- d) A plan for maintenance of the subdivision right-of-ways, easements, roads, and sidewalks for the time after acceptance by the Town and continuing for 20 years. The maintenance plan should include provision for the maintenance of road pavement, sidewalks, soil settling problems, street sweeping, snowplowing, maintaining vegetative stabilization of all rights-of-way and easements, erosion controls, Fall leaf cleanup, catch basin and drainage system cleaning and maintenance, all stormwater management systems, and other provisions as determined to be necessary by the Board.
- e) A Roadway Conveyance Plan showing the overall boundary of the proposed roadway to be conveyed to the Town. This plan must include the bearing and distance descriptions of the roadway right-of-way.
- f) A Roadway Conveyance Instrument prepared by an attorney and in a form suitable for execution by the Board of Selectmen after acceptance of the roadway at Town Meeting. This instrument must include a legal description of the right-of-way and include reference to any easement documents.
- g) An Easement Conveyance Plan showing overall boundary of any proposed easements to be conveyed to the Town. This plan must include the bearing and distance description of the easement tied to the roadway right-of-way.
- h) An Easement Conveyance Instrument prepared by an attorney and in a form suitable for execution by the Board of Selectmen after acceptance of the easement at Town Meeting. This instrument must include a legal description of the easement as well as a description of the Town's rights within the easement

WARREN R. THOMPSON

ATTORNEY AT LAW

NOTICE OF INTENT TO SELL LAND ASSESSED FOR AGRICULTURAL USE

TO: BOARD OF SELECTMEN
PLANNING BOARD
BOARD OF ASSESSORS
CONSERVATION COMMISSION
Town Hall
126 Main Street
Ware, MA 01082

Please take notice that pursuant to Massachusetts General Laws, Chapter 61A, Section 14, your Board is provided notice that land owned by Corinne Campbell located at Lot 3, Osborne Road, Ware, Massachusetts. Also Refer to Recorded Plan in Book 253, Page 16 having 3.38+- acres, of which is to be sold for residential use in accordance with the terms of a Purchase and Sale agreement dated November 17, 2022 entered into between Corinne Campbell, Seller and Joy E. Cook and Richard A. Cook, Jr., Buyer, for a purchase price of \$36,000.00, in accordance with the terms set forth in said agreement, a copy of which is attached hereto as Exhibit A.

Pursuant to Section 14 of said Chapter, the Town of Ware is granted a first refusal option to meet the terms of the offer to purchase said land, as set forth in the attached Purchase and Sale Agreement.

If the Town of Ware deems that it has no interest in purchasing said land, Corinne Campbell would ask that the Board of assessors promptly notify my Attorney, Warren R. Thompson 1032 Thorndike Street, Palmer, MA 01069 by written notice that said option will not be exercised. This will allow the land to be sold to the proposed buyer without further delay. Thank you for your attention to this matter.

Date: December 5, 2022

Sincerely Yours,



Warren R. Thompson,
Attorney for Corinne Campbell
1032 Thorndike Street
Palmer, MA 01069
413-283-2461
Ingrid@warrenthompson.com





NOTE:
THE REMAINING LAND OF CORRINE E. CAMPBELL
HAS MORE THAN SUFFICIENT FRONTAGE AND
AREA TO COMPLY WITH CURRENT ZONING IN THE
TOWN OF WARE.

SUBDIVISION APPROVAL NOT REQUIRED
TOWN OF WARE PLANNING BOARD

DATE: 11/03/2022

On behalf of
the Board

Wave Planning Director

LEGEND

- IRON PIN FOUND
- IRON PIN SET
- ⊗ DRILL HOLE
- BOUND
- △ POINT
- ⊕ WELL
- ⊞ STONE WALL

THIS SURVEY AND PLAN CONFORM WITH THE TECHNICAL AND PROCEDURAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS. THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.



PLAN OF LAND

NO

CAMPBELL ROAD IN WARE

SURVEYED FOR

CORRINE E. CAMPBELL

1" = 60' OCTOBER 20, 2022

R. H. LeMAITRE, PE, PLS
4 SKYVIEW DRIVE
WARE, MA 01082
413-967-7878

**STANDARD LAND
PURCHASE AND SALE AGREEMENT [#505]**
(With Contingencies)



MASSACHUSETTS
ASSOCIATION OF REALTORS®

The parties make this Agreement this 17 day of November, 2022. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. Parties. Corinne Campbell

"SELLER," agrees to sell and [insert name], the Joy E. Cook and Richard A. Cook, Jr.

"BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description Of Premises. The premises (the "Premises") consist of land containing approximately acres, more or less, described as Lot 3 Osborne Rd, Ware, MA 01082 being Parcel 3 on plan recorded with the Hampshire County Registry of Deeds in Book 253, Page 16. as more specifically described in a deed recorded in the Registry of Deeds at Book 12390, Page 172, [Certificate No.], a copy of which ☐ is ☐ is not [choose one] attached.

3. Purchase Price. The purchase price for the Premises is \$ \$36,000.00 dollars of which

\$ 100.00 were paid as a deposit with Contract To Purchase; and
\$ 900.00 are paid with this Agreement; and
\$ are to be paid at the time for performance by bank, cashier's or certified check or by wire.
\$ 35,000.00 Total

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Berkshire Hathaway HomeServices Realty Professionals, as agent for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

5. Time For Performance. The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 10 o'clock a m. on the 30 day of November, 2022, at the Registry of Deeds, or at such other time and place as is mutually agreed. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next business day

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Form No. 505

following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. Title/Plans. The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises for _____;
- (e) Utility easements in the adjoining ways;
- (f) Matters that would be disclosed by an accurate survey of the Premises; and
- (g) _____

[insert in (g) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred]

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. Title Insurance. BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. Closing Certifications and Documents. The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the Premises; (b) the creation of mechanics' or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of SELLER; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. Possession And Condition Of Premises. At the time for performance the Premises also shall comply with the requirements of paragraph 6 and there shall be no outstanding notices of violation of any zoning, health, environmental or other law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.

2
 BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials
 [Signature] [Signature] [Signature] [Signature] [Signature] [Signature]

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Form No. 505




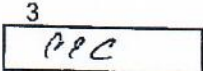


10. Extension Of Time For Performance. If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of N/A

(\$) to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. Acceptance Of Deed. The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties made by the SELLER shall survive delivery of the deed.

12. Adjustments. At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established.

13. Acknowledgment Of Fee Due Broker. The SELLER and BUYER acknowledge that a fee of five percent (5%) for professional services shall be paid by the SELLER to BHHS Realty Professionals, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that Deborah Deschamps, [insert name] a real estate broker, is seeking a fee from BHHS Realty Professionals [name of listing broker, seller or buyer, if applicable] for services rendered as a ☐ seller's subagent ☒ buyer's agent [choose one]. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

3
     
 BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials

overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER: Warren Thompson
warren@warrenthompson.com

SELLER: Nyles Courchesne
nlic@pcalaw.net

19. **Counterparts / Electronic Delivery / Construction Of Agreement.** All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Standards and Practices of the Massachusetts Conveyancers Association.

20. **Additional Provisions.**


This parcel will be recorded with the Registry of Deeds at the time of closing.

This land is released from a larger parcel.

Seller is responsible for property being taken out of 61A tax status and Seller is responsible for roll back taxes and obtaining all releases for the right of first refusal from the Town.

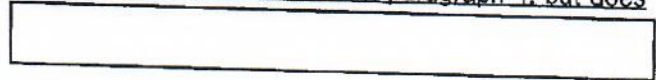
UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.







	<small>dotloop verified 11/23/22 10:34 PM EST RERY-CKDR-RW5L-MUSP</small>		<small>11/28/22</small>
BUYER	Date	SELLER	Date

	<small>dotloop verified 11/23/22 8:56 AM EST JFOU-UJ5H-MQ3L-BHEW</small>		
BUYER	Date	SELLER, or spouse	Date

BUYER	Date	SELLER, or spouse	Date

Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.


Date

			5 		
BUYER'S Initials	BUYER'S Initials	BUYER'S Initials	SELLER'S Initials	SELLER'S Initials	SELLER'S Initials

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Statewide Standard Real Estate Forms

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Form No. 505

Town Planner Update: January 5th, 2023

- The Town has received one proposal from a firm interested in the Mary Lane Hospital Adaptive Re-Use and Feasibility Study
- The new LED Message sign has been fully installed at the Casino Lot
 - The sign will be powered on early next week.
 - It will display messages from the Town, announcements, and dates/times of scheduled events.