

# Application for Zoning Relief

## Form A

Before you file this application, it is necessary that you be familiar with the requirements for filing plans and other materials in support of this application as specified in the Topsfield Zoning Bylaws and the Topsfield Zoning Board of Appeals Rules and Procedures that are available from the Town Clerk.

Incomplete applications will not be considered unless waivers are previously obtained from the Zoning Board of Appeals

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### BOARD USE ONLY

Date Filed:

Date Action Due

Public Hearing:

Decision:

Revised Form Date: 04/26/2011

## NATURE OF APPLICATION:

- ☒ Petition for Special Permit pursuant to Article 2, Section 17 of the Zoning Bylaw Conference and Event Facility.
- ☐ Petition for Finding pursuant to Article       , Section        of the Bylaw.
- ☐ Petition for a Variance from Article       , Section       , of the Zoning Bylaw.
- ☐ Petition for Site Plan Review pursuant to Article IX of the Zoning Bylaw (and the Guidelines and Performance Standards for Activities Subject to the Provisions of Article IX of the Topsfield Zoning Bylaw; and Supplement Form C for submitted requirements and formats).
- ☐ Petition for a Comprehensive Permit pursuant to G.L.c. 40B, Section 20-23.
- ☐ Appeal from the decision dated                      of the Building Inspector or others pursuant to L.L. c. 40A, Section 15.

## DESCRIPTION OF APPLICANT:

- a. Name Connemara House Farm LLC
- b. Address 252 Rowley Bridge Road Topsfield MA 01983
- c. Phone Number 508-328-0140
- d. Interest in Premises (e.g., owner, tenant, prospective purchaser, etc.) Tenant  
(Attach copy of lease and/or letter of authorization from owner, if applicable)

## DESCRIPTION OF PREMISES:

- a. Assessor's Map 80, Lot(s) 13, Zoning District ORA
- b. Location of Premises (number and street) 252 Rowley Bridge Road Topsfield MA 01983
- c. Name and address of legal owner (if different from Applicant) Rowley Bridge Rd Realty Trust
- d. Deed to the Premises recorded at (if known):  
☒ Essex South District Registry of Deeds, Book 36584 Page 367  
☐ Essex South Registry District of the Land Court, Certificate Number
- e. Prior zoning decisions affecting the Premises (if any):  
Date of Decision                      Name of Applicant                       
Nature of Decision
- f. Present use of the Premises Agriculture
- g. Present structures conform to current Zoning Bylaw. ☒ Yes ☐ No. If no, in what respect does it not conform.

## PROPOSAL (attach additional sheets if necessary):

- a. General Description:  
Per the decision of the board – see attached

b. If proposal is for construction or alteration of an existing structure, please state:

	FRONT	REAR	SIDE(S)
1. Setbacks required per bylaw	_____	_____	_____
2. Existing setbacks	_____	_____	_____
3. Setbacks proposed	_____	_____	_____

	FRONTAGE	AREA
4. Frontage and area required by bylaw	_____	_____
5. Existing frontage (s) and area	_____	_____
6. Frontage (s) and area proposed	_____	_____

	FEET	STORIES
7. Existing Height	_____	_____
8. Height proposed	_____	_____

c. Other town, state or federal permits or licenses required, if any:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### NECESSARY ACCOMPANYING DATA:

It is required that every application be accompanied by appropriate supporting data. Failure to submit appropriate and complete data could result in delay and/or denial of application for zoning relief. Place a check next to the applicable accompanying supporting data:

##### Variance of Special Permit Applications:

(See Zoning Board of Appeals Rules and Procedures Section III)

All required supporting data attached ☒ Yes ☐ No

##### Site Plan Review Applications:

(See Town of Topsfield Zoning Bylaw, Article IX, Section 9.05. See also Guidelines and Performance Standards for Activities Subject to the Provisions of Article IX of the Topsfield Zoning Bylaw)

All required supporting data attached ☐ Yes ☐ No

##### Comprehensive Permit Applications:

(See G.L.c. 40B, Sections 20-23)

All required supporting data attached ☐ Yes ☐ No

##### Appeals from decisions of Building Inspector or Others:

(See Zoning Board of Appeals Rules and Procedures, Section III (1) (e))

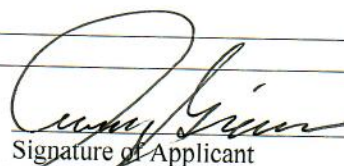
All required supporting data attached ☐ Yes ☐ No

If all required supporting data is not attached, why not:

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

  
Signature of Applicant





# TOWN OF TOPSFIELD

## ZONING BOARD OF APPEALS

8 West Common Street, Topsfield, Massachusetts 01983

**Certificate of Decision**  
**Finding and Decision of an Appeal Pursuant to G.L.c.40A s. 3**  
**of the Topsfield Zoning By-Law**

**Property Address: 252 Rowley Bridge Rd, Topsfield, Massachusetts**

Notice is hereby given that the Topsfield Zoning Board of Appeals will hold a public hearing during a ZOOM Zoning Board of Appeals Meeting Tuesday, December 27, 2022 at 7:00 PM (instructions will be on the posted agenda on how to join the meeting via ZOOM) to consider an appeal pursuant to G.L. c. 40A s. 15 by James Decoulos of the Building Inspector and Zoning Enforcement Officer's decision not to disturb the prior Zoning Enforcement Officer's determination that the use of the premises at 252 Rowley Bridge Road for wedding events and like events is an agricultural related use and thus permitted under G.L. c. 40A, §3.

**Applicant: James N. Decoulos**

### **1. The Application**

An application was filed on November 29, 2022 with the Topsfield Town Clerk by James N. Decoulos of 226 Rowley Bridge Road to consider an appeal pursuant to G.L. c 40A s. 15 to overturn the Building Inspector's decision permitting the use of the premises at 252 Rowley Bridge Road for wedding and like events.

### **2. The Hearing**

Notice was published in the Salem News on December 12 and December 19, 2022, mailed postage prepaid to all interested parties, including all abutters on the List of Abutters certified by the Assessor's Office and posted in a conspicuous place in the Town Hall for a period of not less than fourteen days before the day of such hearing. Pursuant to the notices, a public hearing was opened on December 27, 2022 continued to January 24, 2023 and closed on January 24, 2023 via ZOOM, due to Chapter 20 of the Acts of 2021, as stated at the beginning of the meeting.

Present at the hearing from the Zoning Board of Appeals was Robert Moriarty, Chairman; David Merrill, Clerk; Jody Clineff, Member; David Moniz, Member; Gregor Smith, Member, and Kristin Palace, Alternate. Senior Administrative Assistant Lynne Bermudez read the Legal Notice to open the Public Hearing.



Chairman Moriarty asked Attorney Decoulos to speak to the substance and background of his appeal. Attorney Decoulos introduced himself and related that events were first held at Connemara Farm May-October in 2021. He stated that in the summer of 2022 the number of events significantly increased in frequency and volume. He asked the current Building Inspector, Ray Chesley, to overturn the ruling made by the previous Building Inspector (Glenn Clohecy) in a letter to Connemara Farm on September 9, 2020 that weddings and other events were Agritourism and could be held on the farm. Attorney Decoulos asked the Building Inspector to issue Connemara Farm a cease and desist order. Attorney Decoulos stated that it is his belief that there is no connection between the products produced and sold at the farm and the wedding events being held. Attorney Decoulos cited a number of cases in support of his position.

Attorney Frank DiLuna representing Connemara Farm spoke next in support of the decision by the Building Inspector. Attorney DiLuna stated the wedding events served as a retail arm and marketing tool for farm products. The farm's apples are made into cider and it is a requirement of caterers at its events to use cider produced by Connemara Farm. Attorney DiLuna also argued that Connemara Farm requires caterers to use Massachusetts grown and raised farm products and that the wedding events are related to and integral to the farm operations. He stated that Connemara Farm complies with standard in Massachusetts relating to agricultural uses in that not less than 25% of the farm's revenue are obtained through sale of its products at these or 50% of the revenue is obtained through sale of Massachusetts farm products. Attorney DiLuna reviewed the decisions that Attorney Decoulos had raised and also cited several additional cases that he argued supported the proposition that the wedding events are agriculture related and as such may not be prohibited by the Town under G.L. c. 40A, §3 nor may a special permit be required for such activities.

Board members questioned Attorney Decoulos and Attorney DiLuna with questions directed at understanding the relationship between the farm operations and the wedding event. Board members asked how the farm products were integrated into the wedding events, about revenues from the sale of farm products at such events and how the wedding events advanced the interest of the farm, relating anecdotally personal experiences with the sale of farm products or advancement of farm interests and questioning how a wedding event was related.

Chairman Moriarty asked members of the public if they would like to speak. Chairman Moriarty recognized Nancy McCann who was present at the Attorney for English Commons, a condominium development that abuts Connemara Farm. Attorney McCann spoke to the hardships the weddings and other events have had on English Common residents. She stated her belief that these events are not agritourism or agriculturally related as they have no connection to the marketing or sale of Connemara Farm products. She referenced the farm's website and the fact the farm lists itself as a wedding venue with no reference to any farm products being required during the events. She argued that wedding events are now the primary activity at Connemara Farm and farming is incidental, at best. Thomas Guidi, a member of the Board of Directors of English Commons and the closest abutter, also spoke to the negative impact to English Common residents and stated the events are not agriculturally related as the events are not open to the public, but rather are private events. Mr. Guidi argued that the Connemara Farm was operating as an Event Facility and that it requires a special permit which would allow the Zoning Board of Appeals to impose reasonable conditions on the events to mitigate harm to neighbors.



After discussion Board members agreed additional information was required and requested that Attorney DiLuna submit documentation showing the revenues from Massachusetts farm products by the wedding events and the proportionality to the overall revenues generated by the wedding events and information related to his assertion of use of Massachusetts farm products by caterers. The Board also indicated that it would request an advisory opinion from Town Counsel regarding this matter.

The public hearing was continued until January 24, 2023. The Chairman opened the January 24, 2023 meeting by introducing the advisory opinion from Attorney George Pucci of KP Law, Town Counsel, that had been provided to the Board, a copy of which had been made available to all interested parties on the Board's website. He also introduced certain letters that had been provided by Connemara Farm from its vendors regarding use of Massachusetts farm products.

Attorney Decoulos made the following points:

- The letters from local farms, provided to the board by Connemara Farm do not provide any volume of products these farms used for Connemara Farm events.
- Connemara Farm wedding events do not serve the general public. He argued that in order for an event to be agriculturally related, it must serve the general public.
- Connemara Farm had not provided any support for its assertion that caterers are required to use Massachusetts farm products, and argued that even if it were so, the agriculture must be related to Connemara Farm, and not other farms.
- Agritourism events must be related to the farming activities of Connemara Farms, not other farms. The farm cannot be just a consolidator of products.

Attorney DiLuna argued that the cases referred to in Attorney Pucci's advisory letter were not dispositive of the issue of farming as it relates to Connemara Farm. He referred back to G.L.c. 40A §§ 3 and 128 defining agriculture as an activity, on a farm, incident to or in conjunction with the farming operation. He argued that this farm does produce fruit and vegetables for the weddings, which he analogized to a farm-to-table events. He argued that a very small portion of the farm is devoted to the wedding events, the majority of which is used for the 2,000+ apple and peach trees on the site. Finally, he argued that the weddings are farm to table events with music, and as such are appropriate agricultural events.

Discussion followed between the Board, Attorney Decoulos, Attorney DiLuna and Attorney McCann relating to the advice in Attorney Pucci's letter that that events held on a farm must be incidental to the farming and connected to the farming operation as the Board members attempted to understand the relationship between the farm operations and the wedding events as opposed to more traditionally understood farm activities such as a farm stand or the sale of products actually produced at the farm.

### **3. The Findings**

Upon conclusion of the public hearing, and following discussion by the Members, the Board made the following findings.



- Connemara Farm is a farm located on Rowley Bridge Road in Topsfield. Its principal farm activity is the growing of apples, peaches and other farm products.
- Connemara Farm conducts approximately 2-3 weddings per week for a period of seven months from April-October.
- Connemara Farm has asserted that it requires that cider produced at the farm must be served at all wedding events and that it requires all caterers to use Massachusetts farm raised and grown products to the extent available. It has asserted that it is a Massachusetts farm product to table operation, and, as such, the wedding events are agricultural activities.
- Connemara Farm, however, has not presented the Board sufficient facts to make a determination as to the amount of either product produced on the farm or on other farms in Massachusetts are used at the wedding events.
- The Board has made a determination based upon the information presented to it that that the wedding events are not sufficiently related to the farm activities so as to be characterized as either integral to or subsidiary to the farm activities. The wedding events are standalone activities that do not depend upon the existence of the farm or the products that are produced there.
- The requirement that cider be served and that Massachusetts farm products be used by caterers, when available, appear to be perfunctory attempts to provide a gloss of farm activity, without any real substance.
- Based upon the information available to the Board, it has determined that the wedding events that are conducted at Connemara Farm are not sufficiently related to the farming operations to constitute an agricultural use that would be protected under G.L. c. 40A § 3.

#### 4. The Decision

Chairman Moriarty moved that the Board sustain the appeal by Attorney Decoulos overturning the decision of the Building Inspector that the operation of weddings at Connemara Farm is an agricultural use. He further moved that the Board stay any attempt to enforce this decision for a period of ninety (90) days from the date of its decision to allow for Connemara Farm to file a request for a special permit to operate as a Conference or Event Facility under the Zoning By-law (and such additional time as it might take to render a decision on such application if Connemara Farm files an application).

The motion was seconded by Gregor Smith and passed unanimously on a roll call vote as follows:

Moriarty, Chairman	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent/Abstain
Merrill, Clerk	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent/Abstain
Clineff, Member	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent/Abstain
Moniz, Member	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent/Abstain
Smith, Member	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent/Abstain

#### 5. Appeals

Appeals of the above decision shall be filed pursuant to M.G.L. 40A, § 17 within 20 days of the date of filing of this certificate with the Topsfield Town Clerk.



**Dated: February 21, 2023**

Respectfully submitted:

A handwritten signature in black ink, appearing to read "R. Moriarty, Jr.", with a stylized flourish at the end.

Robert J. Moriarty, Jr.  
Chairman

## AGREEMENT OF LEASE

Agreement of Lease made this 1 day of JAN, 2018 by and between **Kevin J. Guinee, Trustee of the Rowley Bridge Road Realty Trust u/d/t dated November 16, 1998 and recorded with the Essex South District Registry of Deeds in Book 24800, Page 470, of 106 Sylvan Street, Danvers, Massachusetts 01923** (the "Lessor"), and **Connemara House Farm LLC**, a Massachusetts limited liability corporation, of **252 Rowley Bridge Road, Topsfield, Massachusetts 01983** (the "Lessee").

WHEREAS, the Lessor is the owner of a certain parcel of land with the buildings thereon located at 252 Rowley Bridge Road, Topsfield, Essex County, Massachusetts; and

WHEREAS, the Lessee is desirous of leasing from the Lessor the entire premises located at 252 Rowley Bridge Road, Topsfield, Essex County, Massachusetts; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Lessor and the Lessee agree as follows:

### SECTION I LEASED PREMISES

The Lessor hereby demises and leases unto the Lessee, the entirety of the premises located at 252 Rowley Bridge Road, Topsfield, Essex County, Massachusetts and further being the same premises referred to documents recorded with the Essex South District Registry of Deeds in Book 24800, Page 487 and Book 25239, Page 563.

### SECTION II USE OF DEMISED PREMISES

The demised premises are to be used by the Lessee for all purposes deemed appropriate by the Lessee for conducting the business of the Lessee, including but not limited to farming operations, agricultural operations, and related business, and also a function facility venue.

### SECTION III TERM OF LEASE AND RENT

The term of this Lease shall be for ten (10) years (120 months) commencing on 1-1-18 and ending on 1-1-28. The base rent shall be payable in monthly installments on the first day of each month, in advance, in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) per month.



#### SECTION IV WATER AND SEWER CHARGES

The Lessee shall also pay as additional rent, an amount equal to one hundred percent (100%) percent of all water and sewer charges assessed by the Town of Topsfield, if any, on the entirety of the premises owned by the Lessor at 252 Rowley Bridge Road, Topsfield, Massachusetts for the term of this Lease. Said additional rent shall be paid by the Lessee to the Lessor within fourteen (14) days after the Lessor notifies the Lessee that the same is due.

#### SECTION V UTILITIES

The Lessee shall, in its own name, contract and obtain all utility services required on the demised premises, including without limitation, gas, heat, electricity, telephone, and Lessee shall pay when due all charges for such services. Should Lessee fail to pay for any such charges when due, Lessor may elect to pay such charges and to add the cost of such charges to the subsequent rental installment due.

The Lessor shall not be liable for any personal injury or property damage resulting from negligent operation or faulty installation of any utility services provided for use on the demised premises, nor shall Lessor be liable for any injury or any damage suffered by Lessee as a result of the failure to make necessary repairs to such utility facilities, except for any injuries or damages directly caused by Lessor's own negligence.

The Lessee shall be liable for any injury or any damage to the equipment or service lines of the utility suppliers that are located on the demised premises which are the result of Lessee's negligence.

#### SECTION VI REPAIRS

Lessee shall have the express obligation, at all times during the Lease and at its own cost and expense, to maintain the leased premises in the same condition as they are at the commencement of term, reasonable wear and tear only excepted. The Lessee shall have the express obligation to make all repairs during the term of the Lease and, at its own cost and expense, to repair and maintain the building interior together with any improvements, additions and alterations thereto, including but not limited to the heating, cooling, electrical and plumbing systems, on the demised premises and shall use all reasonable precaution to prevent waste, damage or injury to the demised premises. The Lessor shall insure that the heating, electrical and plumbing systems shall be in good working order at the commencement of the initial term of the Lease.

Lessee shall keep the demised premises in good order and repair at all times during the term of this Lease, and on the failure of Lessee to promptly make any necessary repairs after



notice to do so by the Lessor, the Lessor or its assigns may perform all such repairs which may be necessary in and about the demised premises and add the cost of such repairs to the rent due hereunder on the first day of the month following the date of such repairs, and such cost of repairs shall be and constitute a part of the rent together with the rent provided for above.

#### SECTION VII SNOW REMOVAL

The Lessees shall be responsible for all snow removal and shall pay for all such services.

#### SECTION VIII LANDSCAPING

The Lessees shall be responsible for all landscaping and shall pay for all such services.

#### SECTION IX TRASH REMOVAL

The Lessee shall pay for its own trash removal and shall be responsible for insuring that such trash removal is performed in accordance with all local and state regulations.

#### SECTION X ALTERATIONS, ADDITIONS AND IMPROVEMENTS

The Lessee shall not make any alterations, additions or improvements to the demised premises without first obtaining the written consent of the Lessor. In the event that the Lessor should approve and consent to any such alteration, addition or improvements, the Lessee shall be required, prior to the commencement of any work on the demised premises, to obtain the written approval of all governmental agencies, departments or authorities having jurisdiction over such alterations, additions and improvements, as well as any public utility company having any interest therein. All such work shall be done in complete accordance with any requirements of local, federal or state authorities.

Prior to the commencement of any work on the premises, the Lessee shall pay to the Lessor the amount of any increase in premiums or insurance policies provided for herein because of endorsements to be made covering the risks during the course of the work. In addition, if required by the Lessor, the Lessee shall, without cost to the Lessor, furnish the Lessor with a performance bond written by a surety company acceptable to the Lessor in an amount equal to the estimated cost of the work, guaranteeing the completion of such work, free and clear of all liens, encumbrances and security interest.

## SECTION XI INSURANCE

(A) The Lessee agrees to maintain in full force and effect a policy of general comprehensive public liability and property damage insurance written by an insurance company reasonably acceptable to the Lessor under which the Lessee and the Lessor are named as insureds. Such policy shall contain a combined single limit of \$1,000,000.00 for bodily injury and property damage. Such policy shall require thirty (30) days notice by registered mail to Lessor of any cancellation or change affecting any interest of the Lessor.

(B) The Lessee shall maintain, during the entire lease term, Worker's Compensation Insurance as required by law, Disability and such other similar insurance covering all persons employed in connection with the Lessee's business and with respect to whom any death or bodily injury claims could be asserted against the Lessee or Lessor. Lessee shall indemnify Lessor against any damages, costs, expenses, liabilities or claims, including reasonable attorneys' fees, which Lessor may suffer as a result of Lessee's failure to provide such coverages.

(C) The Lessee shall maintain, during the entire lease term, a policy of insurance insuring all personal property of the Lessee on the demised premises, including all equipment, fixtures and inventory, in an amount equal to the actual cash value of all such items.

(D) The Lessee shall provide the Lessor with a certificate evidencing the existence of all insurance policies required hereunder, prior to the commencement of the Lease term.

## SECTION XII UNLAWFUL OR DANGEROUS ACTIVITY

The Lessee shall not make nor allow to be made any unlawful, improper or offensive use of the demised premises. The Lessee shall be responsible and shall pay all damages and charges to the state or town government or any others for any nuisance made or suffered during said term on the demised premises.

## SECTION XIII INDEMNITY

Lessee shall indemnify Lessor against all expenses, liabilities and claims of every kind, including reasonable attorneys fees, by or on behalf of any person or entity arising out of either 1) failure by Lessee to perform any of the terms of conditions of this lease, 2) any injury or damage happening on or about the demised premises, 3) failure to comply with any law of any governmental authority or 4) any mechanic's lien for security interest filed against the demised premises or equipment, materials or alteration of buildings or improvements thereon.



#### SECTION XIV ASSIGNMENT

The Lessee may assign this Lease or sublet the whole or any part of the demised premises, but the Lessee shall remain fully liable to the Lessor for all amounts due under this Agreement of Lease, notwithstanding such assignment or sublet.

#### SECTION XV DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Lease by the Lessee.

(a) If Lessee or any successor, assignee or sublessee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for any reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

(b) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if any receiver of trustee shall be appointed of all or substantially all of the property of the Lessee, and such proceedings shall not be dismissed or the receivership or trustee should vacate within 30 days after the institution or appointment.

(c) If Lessee shall fail to pay Lessor any rent or other charges pursuant to any provision of this Lease Agreement when the same shall become due and shall not make the payment within fourteen (14) days after notice thereof by Lessor to Lessee.

(d) If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of fourteen (14) days after written notice thereof by the Lessor to the Lessee or, if the performance cannot be reasonably had within the fourteen (14) day period, Lessee shall not in good faith have commenced performance within the fourteen (14) day period and shall not diligently proceed to completion of performance.

(e) If Lessee shall vacate or abandon the demised premises.

(f) If this Lease or the estate of the Lessee shall be transferred to or pass to or devolve on any other person or party, except as in the manner herein committed.

(g) If Lessee fails to take possession of the demised premises on the term commencement date, or within thirty (30) days after written notice that the demised premises are available for occupancy, if the term's commencement date is not fixed herein or shall be deferred as herein provided.



SECTION XVI  
EFFECT OF DEFAULT

In the event of any default hereunder as set forth in the proceeding section, the rights of the Lessor shall be as follows:

(a) Lessor shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of the Lessee hereunder. On expiration of the time fixed in the notice, this lease and the right, title and interest of the Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to the Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

(b) Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by the Lessee, and the Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of the Lessee or the right of the Lessor to take any action as may be otherwise permissible hereunder in the case of any default.

(c) Lessor may reenter the premises upon any default and remove the property and personal of the Lessee, and store the property in a public warehouse or at a place selected by the Lessor, at the expense of the Lessee. On termination, the Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises and the worth of the balance of this Lease over the reasonable rental value of the premises or the remainder of the leased term, which sum shall immediately be due the Lessor from the Lessee.

(d) After reentry, Lessor may relet the premises or any part thereof for any term, at the rent and on the terms as Lessor may choose. Lessor may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows:

- (i) In addition to the Lessee's liability to the Lessor for the breach of the lease, Lessee shall be liable for all expenses of reletting, for the alterations and repairs made, and for the difference between the rents received by the Lessor under the new lease agreement and the rent installments that are due for the same period under this lease.
- (ii) Lessor shall apply the rent received from reletting the premises first to reduce the indebtedness of the Lessee to Lessor under this Lease, not including indebtedness for rent, then to expenses for the reletting and alterations and repairs made and finally to the rent due under this lease.

If the new Lessee does not pay a rent installment promptly to the Lessor, and the rent installment has been credited in advance of payment to the indebtedness of the Lessee other than rent, or if rentals from the new lease have been otherwise applied by Lessor as provided for



herein and during any rent installment period are less than the rent payable for the corresponding installment period under this lease, the Lessee shall pay the Lessor the deficiency for that period. Lessor may at any time after a reletting terminate the lease for the breach on which the Lessor has based the reentry and subsequently relet the premises.

(e) If the Lessor is compelled to incur any expenses including reasonable attorneys fees in instituting and prosecuting any action or proceeding by reason of any default or the Lessee hereunder, the sum or sums so paid by the Lessor with interest at the rate of eighteen (18%) percent per annum, costs, and damages shall be deemed to be additional rent hereunder and shall be due from the Lessee to the Lessor on the first day of the month following the incurring of such respective expenses.

#### SECTION XVII ACCESS TO PREMISES

The Lessee shall permit the Lessor or its agents to enter the demised premises at all reasonable hours to inspect the premises or to make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this Agreement of Lease.

#### SECTION XIII EASEMENTS, AGREEMENTS OR ENCUMBRANCES

The parties hereto shall be bound by all existing easements, agreements and encumbrances of record, but which do not adversely affect the use of the demised premises, and the Lessor shall not be liable to the Lessee for any damages resulting from any action taken by the holder of any such interest pursuant to the rights or that holder thereunder.

#### SECTION XIX QUIET ENJOYMENT

The Lessor agrees that if the Lessee shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be paid and performed, the Lessee shall peaceably hold and enjoy the demised premises without hindrance or interruption by the Lessor or by any other person or persons.

#### SECTION XX LESSEE'S OBLIGATION AT THE END OF TERM

The Lessee shall at the expiration of said term peaceably yield up to the Lessor all and singular the demised premises in such repair as the same are in at the commencement of said term or may be put in by the Lessor or its representatives during the continuance thereof.

Reasonable wear and use thereof and such other damage, the obligation to repair which has hereinbefore been specifically provided for in this lease, only, excepted.

#### SECTION XXI LIABILITY OF LESSOR

Lessee shall be in exclusive control and possession of the demised premises. The Lessor shall not be liable for any injury or damage to any property or to any person on or about the demised premises, nor for any injury or damage to any property of the Lessee. The provisions herein permitting the Lessor to enter and inspect the demised premises are made to insure that the Lessee is in compliance with the terms and conditions hereof and makes repairs that the Lessee has failed to make. The Lessor shall not be liable to the Lessee for any entry on the premises for inspection purposes.

#### SECTION XXII REPRESENTATIONS BY LESSOR

At the commencement of the term, the Lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair and the Lessee agrees that no representations, statements, or warranties, expressed or implied have been made by or on behalf of the Lessor with respect thereto except as are contained in the provisions of this lease agreement and the Lessor shall in no event be liable for any latent defects.

#### SECTION XXIII WAIVERS

The failure of the Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of any subsequent breach or default in any terms or conditions.

#### SECTION XXIV BROKER'S COMMISSION

The Lessor and the Lessor covenant that this lease agreement was directly negotiated between them and that no broker was involved in bringing about this agreement. No claim or a broker's fee shall be made against either party.



SECTION XXV  
DESTRUCTION OF PREMISES

In the event of a partial destruction of the premises during the term from any cause, Lessor shall forthwith repair the same, provided the repairs are begun within sixty (60) days and diligently prosecuted under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this lease, except that Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionable reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Lessee in the premises. If the repairs cannot be made in the specified time, Lessor may, at Lessor's option, make repairs within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. In the event that Lessor does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party. Should the portion of the building in which the demised premises are situated be destroyed to the extent of not less than fifty percent (50%) of the replacement cost thereof, this lease shall be terminated. Any dispute between Lessor and Lessee relative to the provision of this section shall be subject to arbitration through the American Arbitration Association.

SECTION XXVI  
CONDEMNATION

Rights and duties in the event of condemnation are as follows:

(A) If the whole of the demised premises and/or the six assigned parking spaces shall be taken or condemned by any competent authority or an public or quasi-public use or purpose, this lease shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

(B) If only a portion of the demised premises and/or a portion of the parking spaces shall be taken or condemned, this lease and the term hereof shall not cease or terminate, but the rent payable after the date on which Lessee shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by Lessee as the parties may agree or a shall be determined by arbitration.

(C) In the event of any taking or condemnation in whole or in part, the enter resulting award of consequential damages shall belong to Lessor without any deduction therefrom or the value of the unexpired term of this lease or for any other estate or interest in the demised premises now or later vested in Lessee. Lessee assigns to Lessor all his right, title, and interest in any and all such awards.

(D) In the event of a partial taking, Lessor shall promptly proceed to restore the remainder of the building on the demised premises to a self-contained architectural unit. In the event there is no separate award for consequential damage, the value shall be fixed and settled by



arbitration as herein provided. The balance of any separate award or allocated amount not so used shall belong to and be retained by Lessor as its sole property.

(E) In case of any governmental action not resulting in the taking or condemnation of any portion of the demised premises but creating a right to compensation therefor, or if less than a fee title to all or any portion of the demised premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this lease shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this section, but shall be governed by applicable law.

#### SECTION XXVII SUBORDINATION

This lease and all rights of lessee hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part thereof, and to any and all renewals, modifications, or extensions of any such mortgages. Lessee shall on demand execute, acknowledge, and deliver to Lessor, without expense to Lessor, any and all instruments that may be necessary or proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification or extension, and if Lessee shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, Lessor, in addition to any other remedies available in consequence thereof, may execute, acknowledge, and deliver the same as Lessee's attorney in act and in Lessee's name. Lessee hereby irrevocable makes, constitutes, and appoints Lessor, its successors and assigns, his attorney in fact for that purpose.

#### SECTION XXVIII RENT ABATEMENT

No abatement, diminution, or reduction of rent shall be claimed or allowed to the Lessee or any person claiming under him under any circumstances, whether for inconvenience, discomfort, interruption of business or otherwise, arising from the making of alterations, improvements or repairs to the premises, because of any governmental laws or arising from and during the restoration of the demised premises as to destruction or damage thereof by force or other cause or the taking or condemnation of a portion only of the demised premises except as otherwise provided herein.

#### SECTION XXIX MISCELLANEOUS

This Agreement contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties.




This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the day and year first written above.

LESSEE:

ROWLEY BRIDGE ROAD REALTY

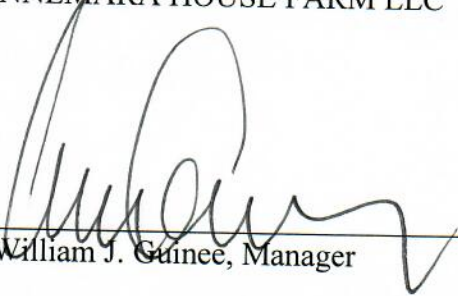
By

  
Kevin J. Guinee, Trustee

LESSOR:

CONNEMARA HOUSE FARM LLC

By

  
William J. Guinee, Manager

QUITCLAIM DEED

We, Marylee MacDougall, John Guinee, and Jeanne Hosinski, Trustees of The Helene R. Guinee Irrevocable Five Year Trust u/d/t dated November 30, 1993, and recorded in Essex South District Registry of Deeds in Book 12354, Page 519, for consideration of One (\$1.00) Dollar grant to Timothy J. Guinee, III, Marylee MacDougall, Lawrence M. Guinee, William J. Guinee, Kevin J. Guinee, Gregory M. Guinee, Kerry A. Hutchinson, Paul F. Guinee, Jeanne M. Hosinski, Michael L. Guinee, Patrick J. Guinee, and John Guinee with QUITCLAIM COVENANTS,

PARCEL ONE

A certain parcel of land in Topsfield, Massachusetts, shown as Lot 16C on a plan of Land in Topsfield, Mass., Hayes Engineering, Inc., Civil Engineers and Land Surveyors, Melrose, Massachusetts, dated August 21, 1984, recorded in Essex South District Registry of Deeds.

PARCEL TWO

A certain parcel of land in Topsfield, Massachusetts, shown as Lot 11A on a plan of Land in Topsfield, Mass., Hayes Engineering, Inc., Civil Engineers and Land Surveyors, Melrose, Massachusetts, dated August 21, 1984, recorded in the Essex South District Registry of Deeds.

PARCEL THREE

A certain parcel of land in Topsfield, Massachusetts, shown as Lot 18C on a plan of Land in Topsfield, Mass., Hayes Engineering, Inc., Civil Engineers and Land Surveyors, Melrose, Massachusetts, dated August 21, 1984, recorded in the Essex South District Registry of Deeds.

PARCEL FOUR

A certain parcel of land in Topsfield, Massachusetts, shown as Lot 21B on a plan of Land in Topsfield, Mass., Hayes Engineering, Inc., Civil Engineers and Land Surveyors, Melrose, Massachusetts, dated August 21, 1984, recorded in the Essex South District Registry of Deeds.

Box 33



QUITCLAIM DEED

We, Marylee MacDougall, John Guinea, and Jeanne Hosinski, Trustees of The Helene R. Guinea Irrevocable Five Year Trust u/d/t dated November 30, 1993, and recorded in Essex South District Registry of Deeds in Book 12354, Page 519, for consideration of One (\$1.00) Dollar grant to Timothy J. Guinea, III, Marylee MacDougall, Lawrence M. Guinea, William J. Guinea, Kevin J. Guinea, Gregory M. Guinea, Kerry A. Hutchinson, Paul F. Guinea, Jeanne M. Hosinski, Michael L. Guinea, Patrick J. Guinea, and John Guinea with QUITCLAIM COVENANTS,

PARCEL ONE

A certain parcel of land in Topsfield, Massachusetts, shown as Lot 16C on a plan of Land in Topsfield, Mass., Hayes Engineering, Inc., Civil Engineers and Land Surveyors, Melrose, Massachusetts, dated August 21, 1984, recorded in Essex South District Registry of Deeds.

PARCEL TWO

A certain parcel of land in Topsfield, Massachusetts, shown as Lot 11A on a plan of Land in Topsfield, Mass., Hayes Engineering, Inc., Civil Engineers and Land Surveyors, Melrose, Massachusetts, dated August 21, 1984, recorded in the Essex South District Registry of Deeds.

PARCEL THREE

A certain parcel of land in Topsfield, Massachusetts, shown as Lot 18C on a plan of Land in Topsfield, Mass., Hayes Engineering, Inc., Civil Engineers and Land Surveyors, Melrose, Massachusetts, dated August 21, 1984, recorded in the Essex South District Registry of Deeds.

PARCEL FOUR

A certain parcel of land in Topsfield, Massachusetts, shown as Lot 21B on a plan of Land in Topsfield, Mass., Hayes Engineering, Inc., Civil Engineers and Land Surveyors, Melrose, Massachusetts, dated August 21, 1984, recorded in the Essex South District Registry of Deeds.

Box 33

For title, see Deed dated December 13, 1993, recorded with the Essex South District Registry of Deeds in Book 12354, Page 533 (attached hereto).

WITNESS our hands and seals this 30<sup>th</sup> day of November, 1998.

Marylee MacDougall  
Marylee MacDougall, Trustee

Jeanne M. Hosinski  
Jeanne M. Hosinski, Trustee

John Guinee  
John Guinee, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Then personally appeared the above-named John Guinee, Trustee, and acknowledged the foregoing instrument to be his free act and deed this 16<sup>th</sup> day of AUGUST, 2005, before me.

John W. Metcalf  
Notary Public  
My Commission Expires:



JOHN W. METCALF  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 27, 2012

Box  
33



QUITCLAIM DEED

2005122900399 Bk:25239 Pg:563  
12/29/2005 12:30:00 TRD Pg 1/3

We, Marylee A. MacDougall, John Guinee, and Jeanne Hosinski, Trustees of the Helen R. Guinee Irrevocable Five Year Trust u/d/t dated November 30, 1993, and recorded in Essex South District Registry of Deeds in Book 12354, Page 519, for consideration paid of One Dollar (\$1.00) and having been directed by the beneficiaries, hereby grant to Marylee A. MacDougall, John Guinee and Jeanne Hosinski, Trustees of the Rowley Bridge Road Realty Trust, u/d/t dated November 16, 1998, recorded with the Essex South District Registry of Deeds in Book 24800, Page 470, with Quitclaim Covenants, the land with the buildings thereon in Topsfield, Essex County, Massachusetts, shown as Lot 10 on a plan entitled "Plan of Land in Topsfield, Mass." dated May 15, 1980, by Hayes Engineering, Inc., Civil Engineering, Inc., Civil Engineers and Land Surveyors, recorded in the Essex South Registry of Deeds, Plan Book 162, Plan 16 (the "First Plan") and more particularly bounded as follows:

Beginning at a point on the Northeasterly side of Rowley Ridge Road in said Topsfield at the Southernmost corner of said Lot 10:

Thence N 52° 07' 20" E by Lot 9 as shown on the First Plan, 284.91 feet;

Thence N 72° 03' 06" E by said Lot 9, 632.80 feet;

Thence N 64° 26' 24" E by said Lot 9, 127.48 feet;

Thence N 02° 19' 17" W by Lot 5 as shown on the First Plan, 370.30 feet;

Thence N 71° 43' 07" E by said Lot 5, 117.95 feet;

Thence N 12° 03' 54" W by Lot 4 as shown on the First Plan, 694.80 feet;

Thence N 81° 40' 32" W by Lot 3 as shown on the First Plan, 128.12 feet;

Thence N 84° 35' 17" W by said Lot 3, 408.78 feet;

Thence S 28° 17' 19" W by Lot 11 as shown on the First Plan, 111.92 feet;

Thence S 06° 54' 08" W by said Lot 11, 980.00 feet;

Thence S 50° 35' 44" W by said Lot 11, 410.38 feet;

Thence S 32° 16' 00" E by Rowley Bridge Road, 82.15 feet;

LAW OFFICES OF ROBERT W. WELCH  
SUITE 512  
27 CONGRESS STREET  
SALEM, MA 01970


Locus: 252 Rowley Bridge Road, Topsfield, MA


Thence S 27° 25' 02" E by Rowley Bridge Road, 172.52 feet; and  
Thence S 18° 34' 39" E by Rowley Bridge Road, 14.70 feet to the point of  
beginning.


Containing, according to First Plan, 978,703 square feet.

For our title, see Deed recorded with the Essex South District Registry of  
Deeds in Book 12503, Page 264.

WITNESS our hands and seals this 19 of December, 2005

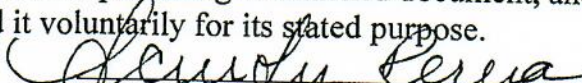
  
Marylee MacDougall

  
John Guinee

  
Jeanne M. Hosinski

STATE OF CONNECTICUT

On this 19 day of December, 2005, before me, the undersigned notary  
public, personally appeared Marylee MacDougall, proved to me through  
satisfactory evidence of identification, which was CT Drivers License, to  
be the person whose name is signed on the preceding or attached document, and  
acknowledged to me that she signed it voluntarily for its stated purpose.

  
Notary Public

My Commission Expires: My Commission Expires  
Sep. 30, 2008



COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 23<sup>rd</sup> day of December, 2005, before me, the undersigned notary public, personally appeared John Guinee, proved to me through satisfactory evidence of identification, which was license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Charlotta Guarantello  
Notary Public

My Commission Expires:



CHARLOTTA GUARANTELO  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 17, 2012

State of Connecticut  
County of fairfield, ss. Stanford

On this 19<sup>th</sup> day of December, 2005, before me, the undersigned notary public, personally appeared Jeanne M. Hosinski, proved to me through satisfactory evidence of identification, which was CT DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Nansis A. Deonarine  
Notary Public

My Commission Expires:

NANSIS A. DEONARINE  
NOTARY PUBLIC  
STATE OF CONNECTICUT  
MY COMMISSION EXPIRES AUGUST 31, 2009

LAW OFFICES OF ROBERT W. WELCH  
SUITE 512  
27 CONGRESS STREET  
SALEM, MA 01970

*Topsfield Zoning Board of Appeals*  
Town Offices  
8 West Common St.  
Topsfield, Ma 01983

Re: Special Permit  
252 Rowley Bridge Road  
Topsfield, Mass

MEMORANDUM TO SUPPLEMENT SPECIAL PERMIT APPLICATION FOR  
CONFERENCE & EVENT FACILITY

Connemara House Farm (Farm), named to reflect an Irish farming heritage, is a 35.06 -acre farm located 252 Rowley Bridge Road, Topsfield, Massachusetts and shown on the Topsfield Assessors records as Parcel 13 on Block 80. The Farm is within the Outlying Residential and Agricultural (ORA) zoning district. Parts of the historic homestead are about 93 years old. The original estate was a result of the combination of two large tracts of land. In the 1920's John Cain of Cain's Mayonnaise developed the land into a 600 acre prized dairy farm, which the Cain family maintained through the mid 1950's.

Subsequent owners subdivided the land and in 1980, Tim and Helene Guinee purchased the original estate house and 35.06 acres. In 1982, the Guinee family planted the 1200-tree orchard that still stands today and features a variety of apples, peaches and Asian pears. For the past 40 plus years, Guinee Family members continue to operate the Farm. Today the Farm remains one of the most progressive, and beautiful farms nestled in the hills of Topsfield.

Notwithstanding a zoning opinion of Zoning Enforcement Officer Glenn Clohecy dated September 9, 2020 unequivocally stating:

"After my investigation I conclude that according to the plain language of the Zoning Act (40A, §3), the statutory definition of "Farming and Agriculture", the Town of Topsfield Zoning and General By-Laws and the Massachusetts Department of Agricultural Resources guidance instructions, weddings, celebratory assemblies and social and corporate events venue to



enhance the marketing of the farm's product may be conducted as an Agritourism activity as a matter of right"( See Exhibit A); Connamara House Farm makes this application for a special permit to operate a "Conference & Event Facility"<sup>1</sup>, pursuant to a 2023 Finding and Decision dated February 21 2023 (See Exhibit B).

Three years prior to September 9, 2020 the Guinee Family consistently sought guidance from Topsfield municipal officials concerning the diversifying use of the Farm property as other Massachusetts farms were doing. In December 2017, Guinee Family members met with the Zoning Board of Appeals who instructed the Farm to meet with Building Inspector Glenn Clohecyc to determine what permitting was necessary. That meeting occurred in January 2018. The Building Inspector requested that the Farm assemble a package with a plan detailing all the activities that were to occur at the Farm including a site plan. As requested, the site plans were submitted to the Building Inspector and an inspection took place in May of 2018.

The Building Inspector, with site plans in hand, met at the Farm to conduct a thorough and comprehensive inspection in May of 2018. The Building Inspector informed the Guinee Family, after the site visit, that within certain parameters, the Farm could proceed to offer a farm venue to host weddings, celebratory assemblies and social and corporate events, to enhance the marketing of the farm's product. With the Building Inspector's acknowledgement, the Farm began the process of preparing the venue for the 2019 event season.

Because wedding and other events are booked well in advance, the Farm's 2019-event season was a disaster.

In 2020, the Farm hosted seven (7) events without incident. In light of the Building Inspector's Opinion, venders and brides were more confident and comfortable to work with the Farm.

Beginning in the spring of 2021 events requests, even under the Covid protocols, started to pick up. Predicated on noise complaints from a few residents of English Commons, in June of 2021 the Guinee Family members met with the Police Chief Neal

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<sup>1</sup> Conference & Event Facility. Conference & Event Facility.

A facility used by individuals and service, social or professional organizations and businesses for seminars, meetings and professional conferences and social events. The facility may include associated accommodations for food preparation and service, sleeping areas, recreation and athletic facilities, all of which are provided exclusively for the use of patrons of the conference facility.

Hovey. The Farm made certain concessions to monitor and abate the sounds and agreed, if possible, to close the venue at 10:00 pm.

On December 9, 2021, Guinee Family members met with Town Administrator Kevin Harutunian, Fire Chief Jen Collins-Brown, Health Director Wendy Hansbury and others to discuss a variety of concerns raised by some English Commons residents. As a result of the meeting and to address concerns raised, the Farm agreed to conduct a sound study, by qualified sound engineers, and to adopt the recommendations presented by the sound engineers. The Farm also addressed concerns raised by Fire Department and Health Department. The Farm diligently resolved all issues raised and fully satisfied the requests of all Departments.

In the spring of 2022, the sound study was completed. The Farm, as it promised, fully adopted the recommendations of the sound engineer, purchased and caused to be installed the recommended equipment. After the installation of the equipment and during several weddings, the Chief of Police and the sound engineer met to review the equipment, meter the sound and evaluate the remedial consequences of the Farm's endeavors.

It is now the Farm's desire to continue to offer the historic Connemara House Farm as a wedding, celebratory assembly and social and corporate event venue under the use category "Conference & Event Facility" as required by the Zoning Board of Appeals and not as an agritourism facility pursuant to the provisions of M.G. L. c 40A § 3. Connemara House Farm fully intend to continue its traditional farming operation as it has done in the past. Below please find an aerial view of the farm and some of its farming operations.

Photos to follow.





Sincerely,

A large, stylized handwritten signature in black ink, appearing to be 'D. J. N.', written over the 'Sincerely,' text.



Ex A



**TOWN OF TOPSFIELD**  
**INSPECTIONAL SERVICES DEPARTMENT**  
8 West Common Street, Topsfield, Massachusetts 01983

9/9/2020

Re: Connemara House Farm  
252 Rowley Bridge Road  
Topsfield, MA 01983

Dear Mr. Guinee,

At the request of Connemara House Farm LLC, the owner and operator of Connemara House Farm, 252 Rowley Bridge Road I have conducted an inspection and reviewed relevant documents relating to the operation of Connemara House Farm.

As a result of my review, I have concluded that according to the plain language of the Zoning Act (40A, §3), the statutory definition of "Farming and Agriculture", the Town of Topsfield Zoning and General By-Laws and the Massachusetts Department of Agricultural Resources guidance instructions, weddings, celebratory assemblies and social and corporate events venue to enhance the marketing of the farm's product may be conducted as an Agritourism activity as a matter of right. Connemara House Farm may conduct Agritourism as promoted by both the Federal and State Agriculture Departments and allow weddings, celebratory assemblies and social and corporate events to be conducted on the farm property.

Respectfully,

  
Glenn Cloherty

Inspector of Buildings  
Zoning Enforcement Officer



Ex B



# TOWN OF TOPSFIELD

## ZONING BOARD OF APPEALS

8 West Common Street, Topsfield, Massachusetts 01983

### Certificate of Decision Finding and Decision of an Appeal Pursuant to G.L.c.40A s. 3 of the Topsfield Zoning By-Law

**Property Address: 252 Rowley Bridge Rd, Topsfield, Massachusetts**

Notice is hereby given that the Topsfield Zoning Board of Appeals will hold a public hearing during a ZOOM Zoning Board of Appeals Meeting Tuesday, December 27, 2022 at 7:00 PM (instructions will be on the posted agenda on how to join the meeting via ZOOM) to consider an appeal pursuant to G.L. c. 40A s. 15 by James Decoulos of the Building Inspector and Zoning Enforcement Officer's decision not to disturb the prior Zoning Enforcement Officer's determination that the use of the premises at 252 Rowley Bridge Road for wedding events and like events is an agricultural related use and thus permitted under G.L. c. 40A, §3.

**Applicant:** James N. Decoulos

#### 1. The Application

An application was filed on November 29, 2022 with the Topsfield Town Clerk by James N. Decoulos of 226 Rowley Bridge Road to consider an appeal pursuant to G.L. c 40A s. 15 to overturn the Building Inspector's decision permitting the use of the premises at 252 Rowley Bridge Road for wedding and like events.

#### 2. The Hearing

Notice was published in the Salem News on December 12 and December 19, 2022, mailed postage prepaid to all interested parties, including all abutters on the List of Abutters certified by the Assessor's Office and posted in a conspicuous place in the Town Hall for a period of not less than fourteen days before the day of such hearing. Pursuant to the notices, a public hearing was opened on December 27, 2022 continued to January 24, 2023 and closed on January 24, 2023 via ZOOM, due to Chapter 20 of the Acts of 2021, as stated at the beginning of the meeting.

Present at the hearing from the Zoning Board of Appeals was Robert Moriarty, Chairman; David Merrill, Clerk; Jody Clineff, Member; David Moniz, Member; Gregor Smith, Member, and Kristin Palace, Alternate. Senior Administrative Assistant Lynne Bermudez read the Legal Notice to open the Public Hearing.



Chairman Moriarty asked Attorney Decoulos to speak to the substance and background of his appeal. Attorney Decoulos introduced himself and related that events were first held at Connemara Farm May-October in 2021. He stated that in the summer of 2022 the number of events significantly increased in frequency and volume. He asked the current Building Inspector, Ray Chesley, to overturn the ruling made by the previous Building Inspector (Glenn Clohecy) in a letter to Connemara Farm on September 9, 2020 that weddings and other events were Agritourism and could be held on the farm. Attorney Decoulos asked the Building Inspector to issue Connemara Farm a cease and desist order. Attorney Decoulos stated that it is his belief that there is no connection between the products produced and sold at the farm and the wedding events being held. Attorney Decoulos cited a number of cases in support of his position.

Attorney Frank DiLuna representing Connemara Farm spoke next in support of the decision by the Building Inspector. Attorney DiLuna stated the wedding events served as a retail arm and marketing tool for farm products. The farm's apples are made into cider and it is a requirement of caterers at its events to use cider produced by Connemara Farm. Attorney DiLuna also argued that Connemara Farm requires caterers to use Massachusetts grown and raised farm products and that the wedding events are related to and integral to the farm operations. He stated that Connemara Farm complies with standard in Massachusetts relating to agricultural uses in that not less than 25% of the farm's revenue are obtained through sale of its products at these or 50% of the revenue is obtained through sale of Massachusetts farm products. Attorney DiLuna reviewed the decisions that Attorney Decoulos had raised and also cited several additional cases that he argued supported the proposition that the wedding events are agriculture related and as such may not be prohibited by the Town under G.L. c. 40A, §3 nor may a special permit be required for such activities.

Board members questioned Attorney Decoulos and Attorney DiLuna with questions directed at understanding the relationship between the farm operations and the wedding event. Board members asked how the farm products were integrated into the wedding events, about revenues from the sale of farm products at such events and how the wedding events advanced the interest of the farm, relating anecdotally personal experiences with the sale of farm products or advancement of farm interests and questioning how a wedding event was related.

Chairman Moriarty asked members of the public if they would like to speak. Chairman Moriarty recognized Nancy McCann who was present at the Attorney for English Commons, a condominium development that abuts Connemara Farm. Attorney McCann spoke to the hardships the weddings and other events have had on English Common residents. She stated her belief that these events are not agritourism or agriculturally related as they have no connection to the marketing or sale of Connemara Farm products. She referenced the farm's website and the fact the farm lists itself as a wedding venue with no reference to any farm products being required during the events. She argued that wedding events are now the primary activity at Connemara Farm and farming is incidental, at best. Thomas Guidi, a member of the Board of Directors of English Commons and the closest abutter, also spoke to the negative impact to English Common residents and stated the events are not agriculturally related as the events are not open to the public, but rather are private events. Mr. Guidi argued that the Connemara Farm was operating as an Event Facility and that it requires a special permit which would allow the Zoning Board of Appeals to impose reasonable conditions on the events to mitigate harm to neighbors.



After discussion Board members agreed additional information was required and requested that Attorney DiLuna submit documentation showing the revenues from Massachusetts farm products by the wedding events and the proportionality to the overall revenues generated by the wedding events and information related to his assertion of use of Massachusetts farm products by caterers. The Board also indicated that it would request an advisory opinion from Town Counsel regarding this matter.

The public hearing was continued until January 24, 2023. The Chairman opened the January 24, 2023 meeting by introducing the advisory opinion from Attorney George Pucci of KP Law, Town Counsel, that had been provided to the Board, a copy of which had been made available to all interested parties on the Board's website. He also introduced certain letters that had been provided by Connemara Farm from its vendors regarding use of Massachusetts farm products.

Attorney Decoulos made the following points:

- The letters from local farms, provided to the board by Connemara Farm do not provide any volume of products these farms used for Connemara Farm events.
- Connemara Farm wedding events do not serve the general public. He argued that in order for an event to be agriculturally related, it must serve the general public.
- Connemara Farm had not provided any support for its assertion that caterers are required to use Massachusetts farm products, and argued that even if it were so, the agriculture must be related to Connemara Farm, and not other farms.
- Agritourism events must be related to the farming activities of Connemara Farms, not other farms. The farm cannot be just a consolidator of products.

Attorney DiLuna argued that the cases referred to in Attorney Pucci's advisory letter were not dispositive of the issue of farming as it relates to Connemara Farm. He referred back to G.L. c. 40A §§ 3 and 128 defining agriculture as an activity, on a farm, incident to or in conjunction with the farming operation. He argued that this farm does produce fruit and vegetables for the weddings, which he analogized to a farm-to-table events. He argued that a very small portion of the farm is devoted to the wedding events, the majority of which is used for the 2,000+ apple and peach trees on the site. Finally, he argued that the weddings are farm to table events with music, and as such are appropriate agricultural events.

Discussion followed between the Board, Attorney Decoulos, Attorney DiLuna and Attorney McCann relating to the advice in Attorney Pucci's letter that that events held on a farm must be incidental to the farming and connected to the farming operation as the Board members attempted to understand the relationship between the farm operations and the wedding events as opposed to more traditionally understood farm activities such as a farm stand or the sale of products actually produced at the farm.

### **3. The Findings**

Upon conclusion of the public hearing, and following discussion by the Members, the Board made the following findings.



- Connemara Farm is a farm located on Rowley Bridge Road in Topsfield. Its principal farm activity is the growing of apples, peaches and other farm products.
- Connemara Farm conducts approximately 2-3 weddings per week for a period of seven months from April-October.
- Connemara Farm has asserted that it requires that cider produced at the farm must be served at all wedding events and that it requires all caterers to use Massachusetts farm raised and grown products to the extent available. It has asserted that it is a Massachusetts farm product to table operation, and, as such, the wedding events are agricultural activities.
- Connemara Farm, however, has not presented the Board sufficient facts to make a determination as to the amount of either product produced on the farm or on other farms in Massachusetts are used at the wedding events.
- The Board has made a determination based upon the information presented to it that that the wedding events are not sufficiently related to the farm activities so as to be characterized as either integral to or subsidiary to the farm activities. The wedding events are standalone activities that do not depend upon the existence of the farm or the products that are produced there.
- The requirement that cider be served and that Massachusetts farm products be used by caterers, when available, appear to be perfunctory attempts to provide a gloss of farm activity, without any real substance.
- Based upon the information available to the Board, it has determined that the wedding events that are conducted at Connemara Farm are not sufficiently related to the farming operations to constitute an agricultural use that would be protected under G.L. c. 40A §3.

#### 4. The Decision

Chairman Moriarty moved that the Board sustain the appeal by Attorney Decoulos overturning the decision of the Building Inspector that the operation of weddings at Connemara Farm is an agricultural use. He further moved that the Board stay any attempt to enforce this decision for a period of ninety (90) days from the date of its decision to allow for Connemara Farm to file a request for a special permit to operate as a Conference or Event Facility under the Zoning By-law (and such additional time as it might take to render a decision on such application if Connemara Farm files an application).

The motion was seconded by Gregor Smith and passed unanimously on a roll call vote as follows:

Moriarty, Chairman	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent/Abstain
Merrill, Clerk	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent/Abstain
Clineff, Member	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent/Abstain
Moniz, Member	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent/Abstain
Smith, Member	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent/Abstain

#### 5. Appeals

Appeals of the above decision shall be filed pursuant to M.G.L. 40A, § 17 within 20 days of the date of filing of this certificate with the Topsfield Town Clerk.



**Dated: February 21, 2023**

Respectfully submitted:

A handwritten signature in black ink, appearing to read 'RJM', with a stylized flourish at the end.

Robert J. Moriarty, Jr.  
Chairman

# TOWN OF TOPSFIELD, MA ZONING BOARD OF APPEALS

## Application Supplement Form B

Attach to this form a copy of the Assessor's map (scale 1" equals 200') showing the property and all other properties and roadways within 300 feet of any portion of the property. Also, show the lot number and lot owner's name on each lot within the 300'.

List below the lot owner names and mailing addresses as shown in the Assessors' records, beginning with the property of the Applicant (locus).

**Applicant's Name, Mailing Address:** Connemara House Farm LLC, 252 Rowley Bridge Road Topsfield MA 01983

**Telephone No.** 508-328-0147

**Locus:**

80 Map	13 Block	SAME Location	252 Rowley Bridge Rd Rowley Bridge Rd Owner	Rel Trust (If different from location) Mailing Address
	207			

**SEE ATTACHED LIST**

If needed, attach additional sheets.

## Assessor's Certification

To the Topsfield Zoning Board of Appeals:

This is to certify that, at the time of the last assessment for taxation made by the Town of Topsfield, the names and mailing addresses of the parties assessed as owners of land within 300' of the parcel of land shown in the attached sketch were as listed.

Authorized Signature

Assessors' Office \_\_\_\_\_

Date of Verification \_\_\_\_\_





Topsfield, MA

1 inch = 1000 Feet

0 1000 2000

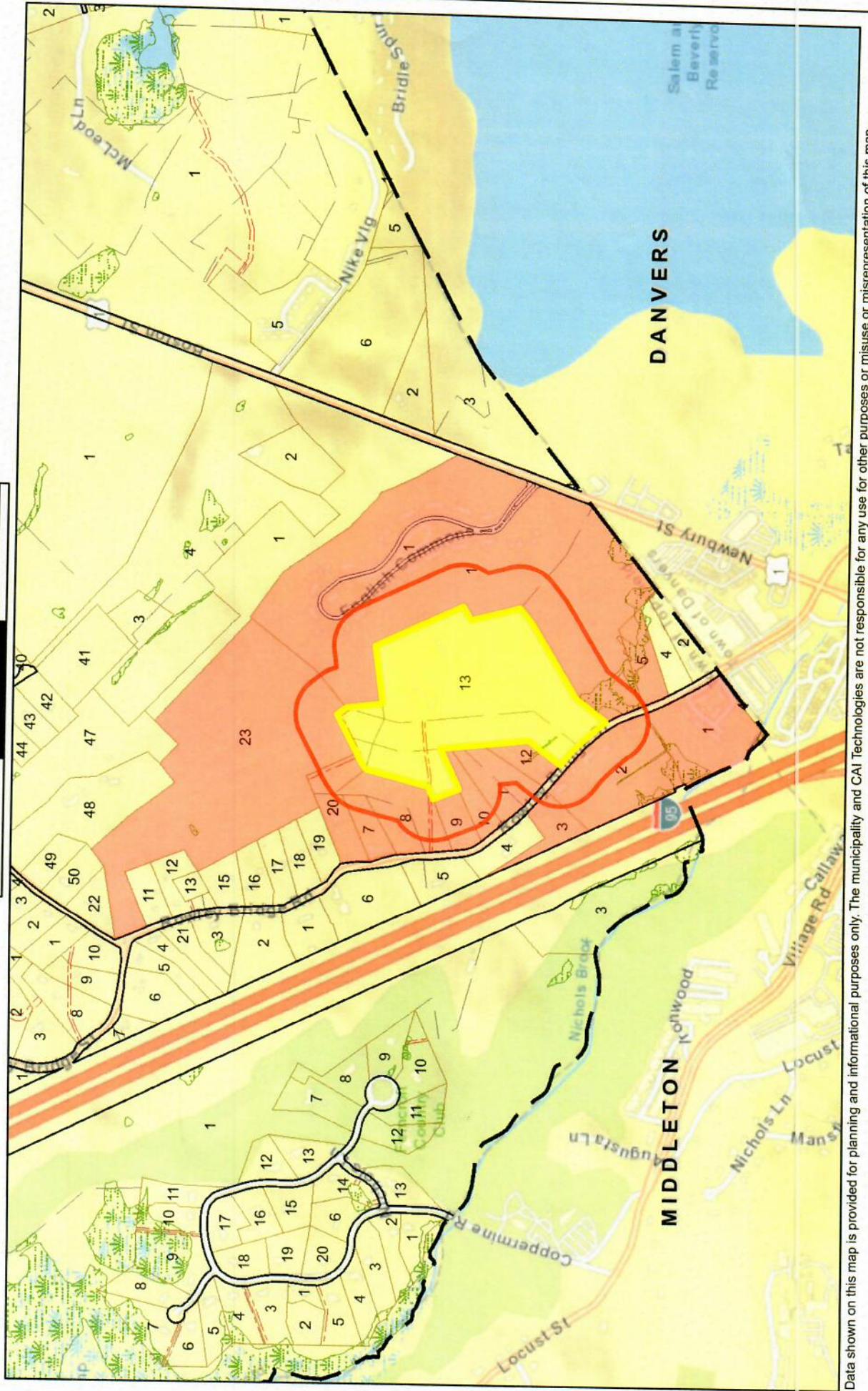
April 3, 2023



**CAI Technologies**  
Precision Mapping Geographic Solutions

www.cai-tech.com

**TOWN OF TOPSFIELD**  
**3000 CERTIFIED COPY**



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.





# TOWN OF TOPSFIELD

## BOARD OF ASSESSORS

8 West Common Street  
Topsfield, Massachusetts 01983  
Telephone: (978) 887-1514 Fax: (978) 887-1502

This form must be completed and Assessor fee of \$20.00 must be paid before release of the certified abutters list.

Submission Date **Thursday, March 30, 2023** Issue Date **Monday, April 03, 2023**

Department requiring list: **Zoning Board of Appeals**

300 Ft. ☒ 100 Ft. ☐ (Conservation Only) ☐ Direct Abutters

Person/Party requesting list: **William Guinee**

Address: **252 Rowley Bridge Road Topsfield, MA**

Phone #: **508-328-0140** Email Address **wig@danversford.com** Misc: \_\_\_\_\_


Property Owner: **Rowley Bridge Road Trust**

Assessor's Map(s) **80** Lot(s) **13** Location **252 Rowley Bridge Road**

Assessor's Fee Paid: ☒ Yes ☐ No

The Assessors' Office requires ten (10) working days to certify an Abutters List. This list is valid for sixty days only from date of issue.

Certified By:

  
Topsfield Assessors



### Certification of Parties in Interest

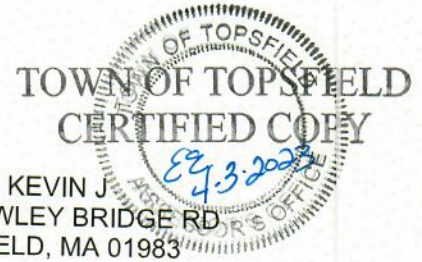
The Board of Assessors of the Town of Topsfield do hereby certify, in accordance with the provisions of Section 10 and 11 of Chapter 808 of the Acts of 1975, that the following named persons, firms and corporations are parties in interest, as in said Section 11 defined, with respect to the premises herein above described.





# 300 foot Abutters List Report

Topsfield, MA  
April 03, 2023



## Subject Property:

Parcel Number: 80-13  
CAMA Number: 80-13  
Property Address: 252 ROWLEY BRIDGE RD

Mailing Address: GUINEE KEVIN J  
252 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

## Abutters:

Parcel Number: 75-20  
CAMA Number: 75-20  
Property Address: 222 ROWLEY BRIDGE RD

Mailing Address: DENIS MICHAEL AND LAURA  
PO BOX 81  
BOXFORD, MA 01921

Parcel Number: 75-23  
CAMA Number: 75-23  
Property Address: 190 ROWLEY BRIDGE RD

Mailing Address: ESSEX COUNTY GREENBELT ASSOCIA  
82 EASTERN AVE  
ESSEX, MA 01929

Parcel Number: 80-10  
CAMA Number: 80-10  
Property Address: 244 ROWLEY BRIDGE RD

Mailing Address: FINN DANIEL J  
244 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

Parcel Number: 80-11  
CAMA Number: 80-11  
Property Address: 248 ROWLEY BRIDGE RD

Mailing Address: DEFELICE BERNARD F  
248 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

Parcel Number: 80-12  
CAMA Number: 80-12  
Property Address: 254 ROWLEY BRIDGE RD

Mailing Address: WETHERBEE SCOTT  
254 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

Parcel Number: 80-2  
CAMA Number: 80-2  
Property Address: 249 ROWLEY BRIDGE RD

Mailing Address: ADELMAN RICHARD B  
267 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

Parcel Number: 80-3  
CAMA Number: 80-3  
Property Address: 247 ROWLEY BRIDGE RD

Mailing Address: DODGE ELAINE M TR  
247 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

Parcel Number: 80-7  
CAMA Number: 80-7  
Property Address: 226 ROWLEY BRIDGE RD

Mailing Address: DECOULOS MARILYN J  
226 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

Parcel Number: 80-8  
CAMA Number: 80-8  
Property Address: 232 ROWLEY BRIDGE RD

Mailing Address: DICHARA SALVATORE TR  
PO BOX 390  
TOPSFIELD, MA 01983

Parcel Number: 80-9  
CAMA Number: 80-9  
Property Address: 240 ROWLEY BRIDGE RD

Mailing Address: ROSSETTIE MARK  
240 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983



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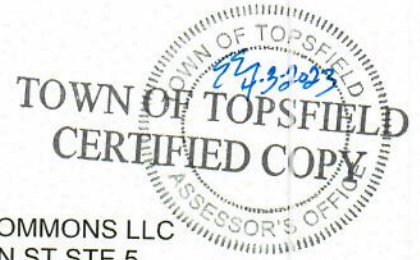
Page 1 of 8



## 300 foot Abutters List Report

Topsfield, MA

April 03, 2023



Parcel Number: 81-1  
CAMA Number: 81-1-0  
Property Address: 12 BOSTON ST

Mailing Address: ENGLISH COMMONS LLC  
460 BOSTON ST STE 5  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-1  
Property Address: 12 BOSTON ST Unit 1

Mailing Address: DAVIS ANTHONY  
1 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-10  
Property Address: 12 BOSTON ST Unit 10

Mailing Address: BAILEY PETER A TR  
10 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-11  
Property Address: 12 BOSTON ST Unit 11

Mailing Address: GRAVES SAMUEL H  
11 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-12  
Property Address: 12 BOSTON ST Unit 12

Mailing Address: FIRESTONE JAMES E  
12 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-13  
Property Address: 12 BOSTON ST Unit 13

Mailing Address: VITALE RICHARD D  
13 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-14  
Property Address: 12 BOSTON ST Unit 14

Mailing Address: FALTAS MERVAT  
14 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-15  
Property Address: 12 BOSTON ST Unit 15

Mailing Address: SCIPPA PASQUALE  
15 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-16  
Property Address: 12 BOSTON ST Unit 16

Mailing Address: FRONGILLO FRANK F  
16 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-17  
Property Address: 12 BOSTON ST Unit 17

Mailing Address: MINDESS RICHARD  
17 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-18  
Property Address: 12 BOSTON ST Unit 18

Mailing Address: PUTNEY JOHN R TR  
P.O. BOX 35  
MOULTONBORO, NH 03254

Parcel Number: 81-1  
CAMA Number: 81-1-19  
Property Address: 12 BOSTON ST Unit 19

Mailing Address: GUINEE ALICIA MARY  
19 ENGLISH COMMONS  
TOPSFIELD, MA 01983



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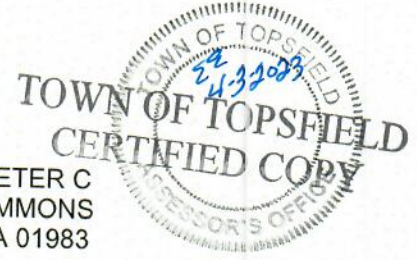
Abutters List Report - Topsfield, MA



## 300 foot Abutters List Report

Topsfield, MA

April 03, 2023



Parcel Number: 81-1  
CAMA Number: 81-1-2  
Property Address: 12 BOSTON ST Unit 2

Mailing Address: RESTEGHINI PETER C  
2 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-20  
Property Address: 12 BOSTON ST Unit 20

Mailing Address: CROSSON W. RICHARD  
20 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-21  
Property Address: 12 BOSTON ST Unit 21

Mailing Address: KNOWLES PHILIP G TR  
21 ENGLISH COMMOMS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-22  
Property Address: 12 BOSTON ST Unit 22

Mailing Address: RICHMAN ERIC J  
22 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-23  
Property Address: 12 BOSTON ST Unit 23

Mailing Address: FIORE WILLIAM J TR  
23 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-24  
Property Address: 12 BOSTON ST Unit 24

Mailing Address: JOHNSON JUDITH H TR  
24 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-25  
Property Address: 12 BOSTON ST Unit 25

Mailing Address: LIPSON PHILIP D  
101 STATION DR STE 250  
WESTWOOD, MA 02050

Parcel Number: 81-1  
CAMA Number: 81-1-26  
Property Address: 12 BOSTON ST Unit 26

Mailing Address: MEYFARTH GEORGE  
26 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-28  
Property Address: 12 BOSTON ST Unit 28

Mailing Address: BARRETT THOMAS J TR  
28 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-29  
Property Address: 12 BOSTON ST Unit 29

Mailing Address: BRITTON WAYNE W  
29 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-3  
Property Address: 12 BOSTON ST Unit 3

Mailing Address: HAROLD ELAINE  
3 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-30  
Property Address: 12 BOSTON ST Unit 30

Mailing Address: KILDUFF STEPHANIE D TR  
30 ENGLISH COMMONS  
TOPSFIELD, MA 01983



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Abutters List Report - Topsfield, MA





# 300 foot Abutters List Report

Topsfield, MA

April 03, 2023



Parcel Number: 81-1  
CAMA Number: 81-1-31  
Property Address: 12 BOSTON ST Unit 31

Mailing Address: MASSARO HELEN A TR  
31 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-32  
Property Address: 12 BOSTON ST Unit 32

Mailing Address: MASTERSON JOHN J  
32 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-33  
Property Address: 12 BOSTON ST Unit 33

Mailing Address: BRAVERMAN MICHAEL J  
33 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-34  
Property Address: 12 BOSTON ST Unit 34

Mailing Address: BOURGOIN RAYMOND F  
34 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-35  
Property Address: 12 BOSTON ST Unit 35

Mailing Address: GENNACO JOSEPH P TR  
35 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-36  
Property Address: 12 BOSTON ST Unit 36

Mailing Address: HARDER PAUL R TR  
36 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-37  
Property Address: 12 BOSTON ST Unit 37

Mailing Address: ST LAURENT DAVID F  
37 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-38  
Property Address: 12 BOSTON ST Unit 38

Mailing Address: ROSE ROBERT M TR  
38 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-39  
Property Address: 12 BOSTON ST Unit 39

Mailing Address: MCANDREW THOMAS P  
39 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-4  
Property Address: 12 BOSTON ST Unit 4

Mailing Address: LEAVER WILLIAM J III TR  
2011 IMPERIAL GOLF COURSE BLVD  
NAPLES, FL 34110

Parcel Number: 81-1  
CAMA Number: 81-1-40  
Property Address: 12 BOSTON ST Unit 40

Mailing Address: GUIDI THOMAS L  
40 ENGLISH COMMON  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-41  
Property Address: 12 BOSTON ST Unit 41

Mailing Address: CAWTHORNE MARY A TR  
41 ENGLISH COMMONS  
TOPSFIELD, MA 01983



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# 300 foot Abutters List Report

Topsfield, MA  
April 03, 2023

TOWN OF TOPSFIELD  
CERTIFIED COPY

Parcel Number: 81-1  
CAMA Number: 81-1-42  
Property Address: 12 BOSTON ST Unit 42

Mailing Address: UNIT 42 ENGLISH COMMONS LLC  
40 SOLDIER FIELD PL  
BOSTON, MA 02135

Parcel Number: 81-1  
CAMA Number: 81-1-43  
Property Address: 12 BOSTON ST Unit 43

Mailing Address: SULLIVAN GEORGE J JR TR  
43 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-44  
Property Address: 12 BOSTON ST Unit 44

Mailing Address: COSTA LISA FELL  
44 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-45  
Property Address: 12 BOSTON ST Unit 45

Mailing Address: TYBINKOWSKI A P & E B TRS  
45 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-46  
Property Address: 12 BOSTON ST Unit 46

Mailing Address: SACHETTA JOSEPH TR  
46 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-47  
Property Address: 12 BOSTON ST Unit 47

Mailing Address: BRACCIA ROBERT TR  
47 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-48  
Property Address: 12 BOSTON ST Unit 48

Mailing Address: DEMPSEY PETER K TR  
48 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-5  
Property Address: 12 BOSTON ST Unit 5

Mailing Address: WHITEHEAD HOWARD  
5 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-52  
Property Address: 12 BOSTON ST Unit 52

Mailing Address: 52 ENGLISH COMMONS LLC  
52 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-54  
Property Address: 12 BOSTON ST Unit 54

Mailing Address: MARIN ALLAN P TR  
54 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-6  
Property Address: 12 BOSTON ST Unit 6

Mailing Address: TIERNEY KEVIN M SR TR  
6 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-7  
Property Address: 12 BOSTON ST Unit 7

Mailing Address: SUMER FATMA AYNUR  
7 ENGLISH COMMONS  
TOPSFIELD, MA 01983



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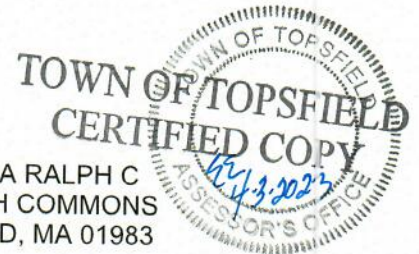
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# 300 foot Abutters List Report

Topsfield, MA  
April 03, 2023



Parcel Number: 81-1  
CAMA Number: 81-1-8  
Property Address: 12 BOSTON ST Unit 8

Mailing Address: CASTAGNA RALPH C  
8 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 81-1  
CAMA Number: 81-1-9  
Property Address: 12 BOSTON ST Unit 9

Mailing Address: FAZIO CAROL A TR  
9 ENGLISH COMMONS  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-0  
Property Address: 281 ROWLEY BRIDGE RD

Mailing Address: AMBERWOOD FARMS CONDOMINIUM  
PO BOX 1590  
ANDOVER, MA 01810

Parcel Number: 83-1  
CAMA Number: 83-1-1  
Property Address: 281 ROWLEY BRIDGE RD Unit 1

Mailing Address: CLARK JUSTIN TR  
281 ROWLEY BRIDGE RD UNIT 1  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-10  
Property Address: 281 ROWLEY BRIDGE RD Unit 10

Mailing Address: DIDONATO ALFRED A  
281 ROWLEY BRIDGE RD #10  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-11  
Property Address: 281 ROWLEY BRIDGE RD Unit 11

Mailing Address: DESTEFANO ANNE M  
281 ROWLEY BRIDGE RD #11  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-12  
Property Address: 281 ROWLEY BRIDGE RD Unit 12

Mailing Address: DEMEULE LISA J  
281 ROWLEY BRIDGE RD UNIT 12  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-13  
Property Address: 281 ROWLEY BRIDGE RD Unit 13

Mailing Address: MONACO JOHN M JR  
281 ROWLEY BRIDGE RD #13  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-14  
Property Address: 281 ROWLEY BRIDGE RD Unit 14

Mailing Address: JAMROG MARY T  
281 ROWLEY BRIDGE RD #14  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-15  
Property Address: 281 ROWLEY BRIDGE RD Unit 15

Mailing Address: KANTER ROBERT E  
281 ROWLEY BRIDGE RD 15  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-16  
Property Address: 281 ROWLEY BRIDGE RD Unit 16

Mailing Address: KINLOCK KATHLEEN E TR  
281 ROWLEY BRIDGE RD# 16  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-17  
Property Address: 281 ROWLEY BRIDGE RD Unit 17

Mailing Address: LIMA PAUL A  
281 ROWLEY BRIDGE RD #17  
TOPSFIELD, MA 01983



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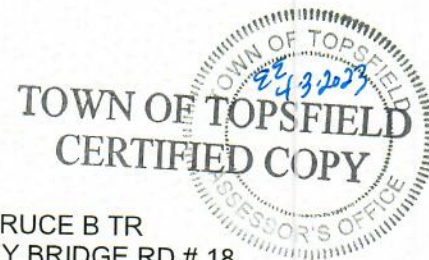
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# 300 foot Abutters List Report

Topsfield, MA  
April 03, 2023



Parcel Number: 83-1  
CAMA Number: 83-1-18  
Property Address: 281 ROWLEY BRIDGE RD Unit 18

Mailing Address: STANLEY BRUCE B TR  
281 ROWLEY BRIDGE RD # 18  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-19  
Property Address: 281 ROWLEY BRIDGE RD Unit 19

Mailing Address: MASSE ROBERT L  
281 ROWLEY BRIDGE RD #19  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-2  
Property Address: 281 ROWLEY BRIDGE RD Unit 2

Mailing Address: MALVINNI JOSEPH  
281 ROWLEY BRIDGE RD #2  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-20  
Property Address: 281 ROWLEY BRIDGE RD Unit 20

Mailing Address: HESS DONALD J & DANNA L TRS  
281 ROWLEY BRIDGE RD # 20  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-21  
Property Address: 281 ROWLEY BRIDGE RD Unit 21

Mailing Address: TARR CATHERINE L  
281 ROWLEY BRIDGE RD #21  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-22  
Property Address: 281 ROWLEY BRIDGE RD Unit 22

Mailing Address: VELE ILONA  
281 ROWLEY BRIDGE RD #22  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-23  
Property Address: 281 ROWLEY BRIDGE RD Unit 23

Mailing Address: JUDGE MARY A  
281 ROWLEY BRIDGE RD # 23  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-24  
Property Address: 281 ROWLEY BRIDGE RD Unit 24

Mailing Address: PALMER STEFAN J TR  
281 ROWLEY BRIDGE RD #24  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-3  
Property Address: 281 ROWLEY BRIDGE RD Unit 3

Mailing Address: FINN JUDITH L  
281 ROWLEY BRIDGE RD #3  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-4  
Property Address: 281 ROWLEY BRIDGE RD Unit 4

Mailing Address: FERGUSON LISA A TR  
281 ROWLEY BRIDGE RD #4  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-5  
Property Address: 281 ROWLEY BRIDGE RD Unit 5

Mailing Address: LEBLANC MAURICE N  
281 ROWLEY BRIDGE RD #5  
TOPSFIELD, MA 01983

Parcel Number: 83-1  
CAMA Number: 83-1-6  
Property Address: 281 ROWLEY BRIDGE RD Unit 6

Mailing Address: PELLETZ DENISE L  
281 ROWLEY BRIDGE RD #6  
TOPSFIELD, MA 01983



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52 ENGLISH COMMONS LLC  
52 ENGLISH COMMONS  
TOPSFIELD, MA 01983

CASTAGNA RALPH C  
8 ENGLISH COMMONS  
TOPSFIELD, MA 01983

DENIS MICHAEL AND LAURA  
PO BOX 81  
BOXFORD, MA 01921

ADELMAN RICHARD B  
267 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

CAWTHORNE MARY A TR  
41 ENGLISH COMMONS  
TOPSFIELD, MA 01983

DERFEL RONALD S  
281 ROWLEY BRIDGE RD #7  
TOPSFIELD, MA 01983

AMBERWOOD FARMS CONDOMINI  
PO BOX 1590  
ANDOVER, MA 01810

CLARK JUSTIN TR  
281 ROWLEY BRIDGE RD UNIT 1  
TOPSFIELD, MA 01983

DESTEFANO ANNE M  
281 ROWLEY BRIDGE RD #11  
TOPSFIELD, MA 01983

BAILEY PETER A TR  
10 ENGLISH COMMONS  
TOPSFIELD, MA 01983

COSTA LISA FELL  
44 ENGLISH COMMONS  
TOPSFIELD, MA 01983

DICHIARA SALVATORE TR  
PO BOX 390  
TOPSFIELD, MA 01983

BARRETT THOMAS J TR  
28 ENGLISH COMMONS  
TOPSFIELD, MA 01983

CROSSON W. RICHARD  
20 ENGLISH COMMONS  
TOPSFIELD, MA 01983

DIDONATO ALFRED A  
281 ROWLEY BRIDGE RD #10  
TOPSFIELD, MA 01983

BELLEMARE ROBERT J TR  
281 ROWLEY BRIDGE RD #8  
TOPSFIELD, MA 01983

DAVIS ANTHONY  
1 ENGLISH COMMONS  
TOPSFIELD, MA 01983

DODGE ELAINE M TR  
247 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

BOURGOIN RAYMOND F  
34 ENGLISH COMMONS  
TOPSFIELD, MA 01983

DECOULOS MARILYN J  
226 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

ENGLISH COMMONS LLC  
460 BOSTON ST STE 5  
TOPSFIELD, MA 01983

BRACCIA ROBERT TR  
47 ENGLISH COMMONS  
TOPSFIELD, MA 01983

DEFELICE BERNARD F  
248 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

ESSEX COUNTY GREENBELT AS  
82 EASTERN AVE  
ESSEX, MA 01929

BRAVERMAN MICHAEL J  
33 ENGLISH COMMONS  
TOPSFIELD, MA 01983

DEMEULE LISA J  
281 ROWLEY BRIDGE RD UNIT 12  
TOPSFIELD, MA 01983

FALTAS MERVAT  
14 ENGLISH COMMONS  
TOPSFIELD, MA 01983

BRITTON WAYNE W  
29 ENGLISH COMMONS  
TOPSFIELD, MA 01983

DEMPSEY PETER K TR  
48 ENGLISH COMMONS  
TOPSFIELD, MA 01983

FAZIO CAROL A TR  
9 ENGLISH COMMONS  
TOPSFIELD, MA 01983



FERGUSON LISA A TR  
281 ROWLEY BRIDGE RD #4  
TOPSFIELD, MA 01983

GUINEE ALICIA MARY  
19 ENGLISH COMMONS  
TOPSFIELD, MA 01983

KNOWLES PHILIP G TR  
21 ENGLISH COMMOMS  
TOPSFIELD, MA 01983

FINN DANIEL J  
244 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

HARDER PAUL R TR  
36 ENGLISH COMMONS  
TOPSFIELD, MA 01983

LEAVER WILLIAM J III TR  
2011 IMPERIAL GOLF COURSE  
BLVD  
NAPLES, FL 34110

FINN JUDITH L  
281 ROWLEY BRIDGE RD #3  
TOPSFIELD, MA 01983

HAROLD ELAINE  
3 ENGLISH COMMONS  
TOPSFIELD, MA 01983

LEBLANC MAURICE N  
281 ROWLEY BRIDGE RD #5  
TOPSFIELD, MA 01983

FIGORE WILLIAM J TR  
23 ENGLISH COMMONS  
TOPSFIELD, MA 01983

HESS DONALD J & DANNA L T  
281 ROWLEY BRIDGE RD # 20  
TOPSFIELD, MA 01983

LIMA PAUL A  
281 ROWLEY BRIDGE RD #17  
TOPSFIELD, MA 01983

FIRESTONE JAMES E  
12 ENGLISH COMMONS  
TOPSFIELD, MA 01983

JAMROG MARY T  
281 ROWLEY BRIDGE RD #14  
TOPSFIELD, MA 01983

LIPSON PHILIP D  
101 STATION DR STE 250  
WESTWOOD, MA 02050

FRONGILLO FRANK F  
16 ENGLISH COMMONS  
TOPSFIELD, MA 01983

JOHNSON JUDITH H TR  
24 ENGLISH COMMONS  
TOPSFIELD, MA 01983

MALVINNI JOSEPH  
281 ROWLEY BRIDGE RD #2  
TOPSFIELD, MA 01983

GARDYNSKI WILLIAM  
281 ROWLEY BRIDGE RD UNIT 9  
TOPSFIELD, MA 01983

JUDGE MARY A  
281 ROWLEY BRIDGE RD # 23  
TOPSFIELD, MA 01983

MARIN ALLAN P TR  
54 ENGLISH COMMONS  
TOPSFIELD, MA 01983

GENNACO JOSEPH P TR  
35 ENGLISH COMMONS  
TOPSFIELD, MA 01983

KANTER ROBERT E  
281 ROWLEY BRIDGE RD 15  
TOPSFIELD, MA 01983

MASSARO HELEN A TR  
31 ENGLISH COMMONS  
TOPSFIELD, MA 01983

GRAVES SAMUEL H  
11 ENGLISH COMMONS  
TOPSFIELD, MA 01983

KILDUFF STEPHANIE D TR  
30 ENGLISH COMMONS  
TOPSFIELD, MA 01983

MASSE ROBERT L  
281 ROWLEY BRIDGE RD #19  
TOPSFIELD, MA 01983

GUIDI THOMAS L  
40 ENGLISH COMMON  
TOPSFIELD, MA 01983

KINLOCK KATHLEEN E TR  
281 ROWLEY BRIDGE RD# 16  
TOPSFIELD, MA 01983

MASTERTON JOHN J  
32 ENGLISH COMMONS  
TOPSFIELD, MA 01983



MCANDREW THOMAS P  
39 ENGLISH COMMONS  
TOPSFIELD, MA 01983

ROSE ROBERT M TR  
38 ENGLISH COMMONS  
TOPSFIELD, MA 01983

TYBINKOWSKI A P & E B TRS  
45 ENGLISH COMMONS  
TOPSFIELD, MA 01983

MEYFARTH GEORGE  
26 ENGLISH COMMONS  
TOPSFIELD, MA 01983

ROSSETTIE MARK  
240 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

UNIT 42 ENGLISH COMMONS L  
40 SOLDIER FIELD PL  
BOSTON, MA 02135

MINDESS RICHARD  
17 ENGLISH COMMONS  
TOPSFIELD, MA 01983

SACHETTA JOSEPH TR  
46 ENGLISH COMMONS  
TOPSFIELD, MA 01983

VELE ILONA  
281 ROWLEY BRIDGE RD #22  
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MONACO JOHN M JR  
281 ROWLEY BRIDGE RD #13  
TOPSFIELD, MA 01983

SCIPPA PASQUALE  
15 ENGLISH COMMONS  
TOPSFIELD, MA 01983

VITALE RICHARD D  
13 ENGLISH COMMONS  
TOPSFIELD, MA 01983

NORTH SHORE HERITAGE ASSO  
1 SOUTHSIDE RD  
DANVERS, MA 01923

ST LAURENT DAVID F  
37 ENGLISH COMMONS  
TOPSFIELD, MA 01983

WETHERBEE SCOTT  
254 ROWLEY BRIDGE RD  
TOPSFIELD, MA 01983

PALMER STEFAN J TR  
281 ROWLEY BRIDGE RD #24  
TOPSFIELD, MA 01983

STANLEY BRUCE B TR  
281 ROWLEY BRIDGE RD # 18  
TOPSFIELD, MA 01983

WHITEHEAD HOWARD  
5 ENGLISH COMMONS  
TOPSFIELD, MA 01983

PELLETZ DENISE L  
281 ROWLEY BRIDGE RD #6  
TOPSFIELD, MA 01983

SULLIVAN GEORGE J JR TR  
43 ENGLISH COMMONS  
TOPSFIELD, MA 01983

PUTNEY JOHN R TR  
P.O. BOX 35  
MOULTONBORO, NH 03254

SUMER FATMA AYNUR  
7 ENGLISH COMMONS  
TOPSFIELD, MA 01983

RESTEGHINI PETER C  
2 ENGLISH COMMONS  
TOPSFIELD, MA 01983

TARR CATHERINE L  
281 ROWLEY BRIDGE RD #21  
TOPSFIELD, MA 01983

RICHMAN ERIC J  
22 ENGLISH COMMONS  
TOPSFIELD, MA 01983

TIERNEY KEVIN M SR TR  
6 ENGLISH COMMONS  
TOPSFIELD, MA 01983



52 ENGLISH COMMONS LLC  
 52 ENGLISH COMMONS  
 TOPSFIELD, MA 01983

CASTAGNA RALPH C  
 8 ENGLISH COMMONS  
 TOPSFIELD, MA 01983

DENIS MICHAEL AND LAURA  
 PO BOX 81  
 BOXFORD, MA 01921

ADELMAN RICHARD B  
 267 ROWLEY BRIDGE RD  
 TOPSFIELD, MA 01983

CAWTHORNE MARY A TR  
 41 ENGLISH COMMONS  
 TOPSFIELD, MA 01983

DERFEL RONALD S  
 281 ROWLEY BRIDGE RD #7  
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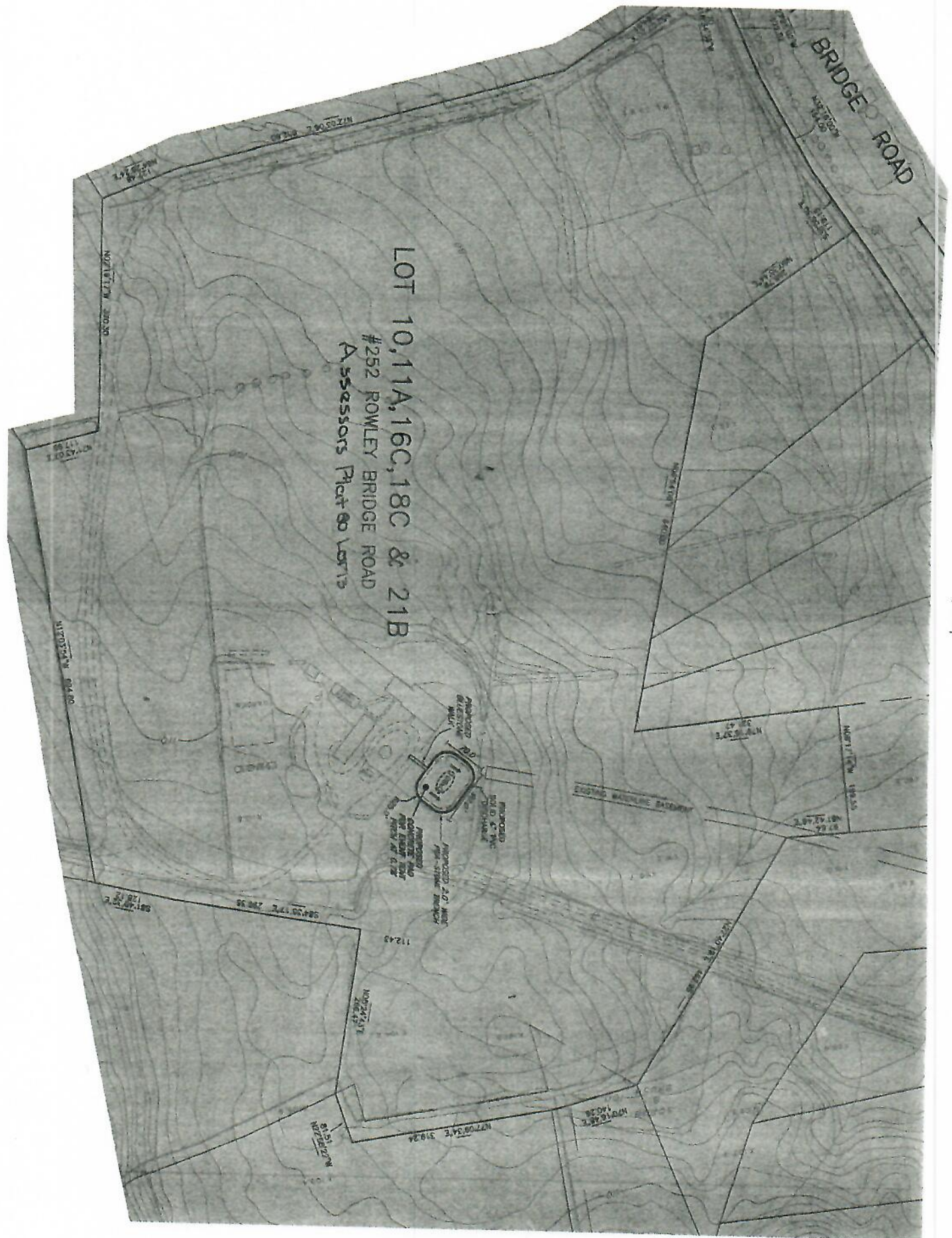
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*Hayes Engineering, Inc.  
Civil Engineers & Land Surveyors  
603 Salem Street  
Wakefield, MA 01880*

Telephone: 781.246.2800  
Facsimile: 781.246.7596  
[www.hoyeseng.com](http://www.hoyeseng.com)

Scale: 1" = 100'



October 9, 2018

*Showing Proposed Concrete Pad for Event Tent*