

TOWN OF WAREHAM
ZONING BOARD OF APPEALS

APPLICATION FOR A PUBLIC HEARING FOR A VARIANCE/SPECIAL PERMIT

Certain uses are allowed in several zoning districts only by means of a Variance and/or Special Permit from the Zoning Board of Appeals. Those uses are indicated in the Wareham Zoning By-Laws. To apply for a Variance/Special Permit from the Zoning Board of Appeals, please do the following:

- Complete this form.
- Complete information packets. (Directions attached)
- Submit application form and packet to Town Clerk for signature.
- Submit application form and packet to Town Collector for signature.
- Submit completed form, packets, and appropriate fees** to the Zoning Board of Appeals secretary.

**Permits may be issued only after a public hearing. There is a filing fee of \$300.00 per lot, per application for all non-conforming residential lots, whether built upon or not. There is a filing fee of \$750.00 per lot, per application for all commercial applications. In the case of a multi-family development, the fee is \$300.00 plus an additional \$50.00 for every unit over two (2). Please make check payable to the Town of Wareham.

**A check to cover two (2) legal advertisements for the public hearing should be made payable to Wareham Week in the amount of \$100.00.

**The applicant will also be responsible for the costs of sending out abutter notifications by Certified Mail. The cost is \$6.90 per certified letter to each abutter. Please see Zoning Board secretary for cost of mailings. Please make check payable to the Town of Wareham.

I hereby apply for a Variance/Special Permit for a use to be made of the following described place:

STREET & NUMBER: 171 Marion Rd Wareham, Ma 02571 **LOT:** 60 **MAP:** 1017B

ZONING DISTRICT: MR30

USE REQUESTED: Commercial General

OWNER OF LAND & BUILDING: Grant Williams **TEL.#** 508-965-1017

ADDRESS OF OWNER: 1873 Seclusion Dr Port Orange, Fl 32128

PERSON(S) WHO WILL UTILIZE PERMIT: Ronald Besse

ADDRESS: 7 Lynne Rd Wareham, Ma 02571

DATE: 9/20/2022 **SIGNATURE:** _____

This application was received on the date stamped here:

Town Clerk: *M. Brouneth* Date: 9/20/22
Tax Collector: *Pougette Beisot* Date: 9/20/22
Planning/Zoning Dept.: *J. Reposa (MB)* Date: 9/20/22
Application fee paid: 100.00 Check #: (for Sonja) 1523 Receipt: _____
Advertising fee paid: 750.00 Check # 1522 Receipt: _____
Abutters fee paid: 134.40 Check # 1524 Receipt: _____

WAREHAM TOWN CLERK
2022 SEP 20 AM 11:5

TOWN OF WAREHAM

APPLICANT/CONTRACTOR/REPRESENTATIVE INFORMATION SHEET

Check One: Variance Special Permit Site Plan Appeal

Date stamped in: _____ Date decision is due _____

Applicant's Name: Ronald Besse

Applicant's Address: 7 Lynne Rd Wareham, Ma 02571

Telephone Number: 508-332-2106

Cell Phone Number: _____

Email Address: ron@bessecustomcreations.com

Address of Property/Project: 171 Marion Rd Wareham, Ma 02571

Landowner's Name: Grant Williams

Owner's Address: 1873 Seclusion Dr Port Orange, Fl 32128

Telephone Number: 508-965-1017

Contact Person: Ronald Besse Telephone Number: 508-332-2106

Map 60 Lot 1017B Zone MR30

Date Approved _____ Date Denied _____

Comments: This application for Variance is being filed after a denial for change of use from Wareham Inspectional Services on 9/19/2022. My business has been operating since March of 2022. We were not aware that our business was operating outside of approved use and we are asking for a variance for the property. 2 businesses that operate in the same district do what we do but with much larger industrial machines.



TOWN of WAREHAM

Massachusetts

BUILDING DEPARTMENT

Paul Turner
Director of Inspectional Services

September 26, 2022

Mr. Ronald Besse
171 Marion Road
Wareham, Massachusetts 02571

RE: 171 Marion Road/ Map # 60, Lot 1017B

I have reviewed your Change of Use application COU 22-8 to perform light manufacturing at 171 Marion Road. As per your submitted floor plan the light manufacturing will take place in the east end unit of the existing three unit commercial space known as 171 Marion Road. The Use is not allowed in the MR-30 zoning district.

Your application is being denied under the following section of the Wareham Zoning By-Laws:

- **Article 3: Use Regulations, 320 Table of Principle Use Regulations, Industrial Uses; Light Manufacturing**

Therefore, a Variance must be secured in order to proceed with your request.

The subject dwelling is located in MR-30 Zoning district.

Respectfully,

Paul Turner
Building Commissioner
Zoning Enforcement Officer

It is the owners' responsibility to check with other departments, i.e. Health, fire and conservation, etc. to ensure full compliance.

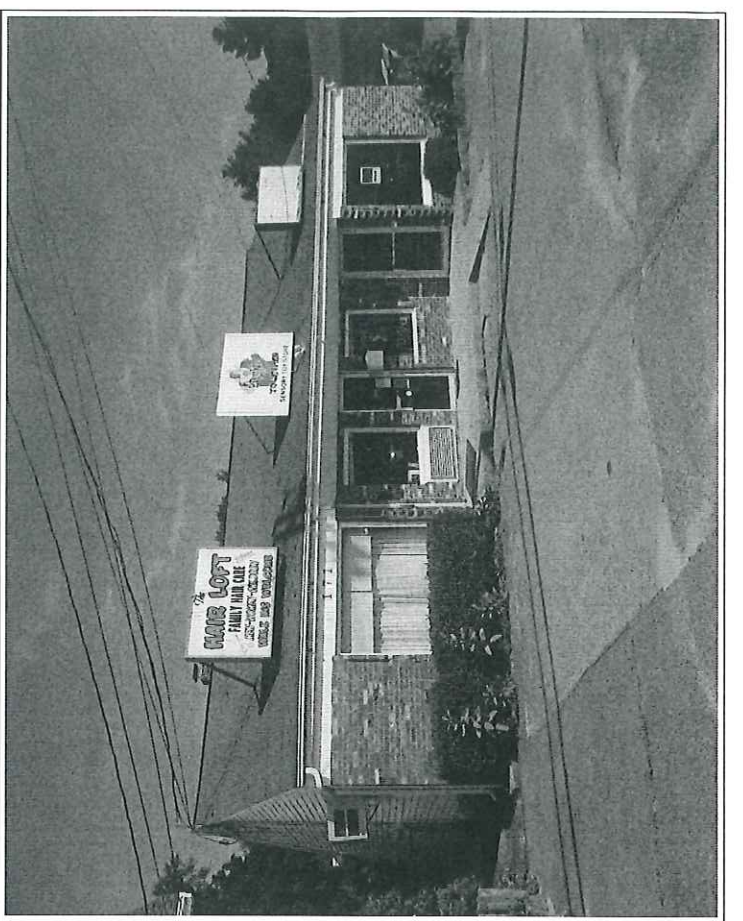
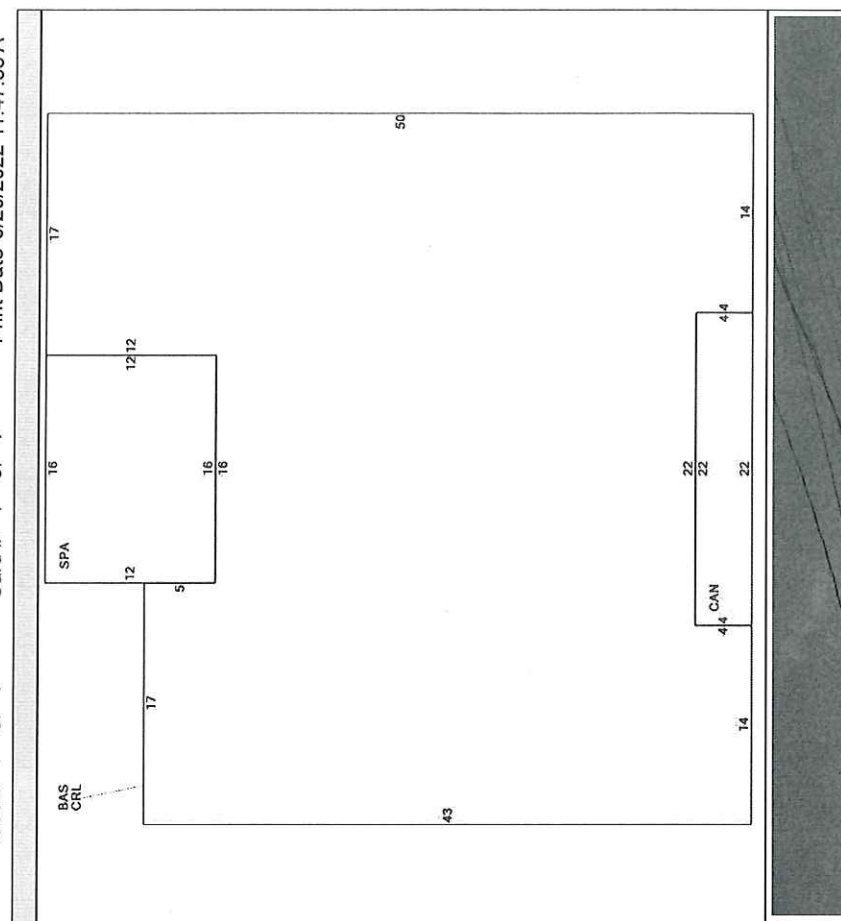
In accordance with the provisions of MGL chapter 40A §§ 15, you may apply to the Zoning Board of Appeals for the above noted relief within thirty (30) days of receipt of this letter.

MAP & LOT	OWNER	CO-OWNER	STREET ADDRESS	TOWN	STATE	ZIP CODE
TOWN OF WAREHAM ABUTTERS						
MAP 60 lot 1017/b 300'						
OWNER GRANT A & PATRICIA A WILLIAMS						
59-1027	MANN KEITH A TRUSTEE OF THE	GARLAND NYE REALTY TRUST	810C HEAD OF THE BAY RD	BUZZARDS BAY	MA	02532
60-1017/A	MULLENS RONALD E	MULLENS KATHLEEN A	173 MARION RD	WAREHAM	MA	02571
60-1014	DACCI CHRISTINE		181 MARION RD	WAREHAM	MA	02571
60-1015	ANNADALE RICHARD M		179 MARION RD	WAREHAM	MA	02571
60-1016	THORBURN ANDREW T	NEBRASKY SUZANNE M	177 MARION RD	WAREHAM	MA	02571
60-1017	MULLENS RONALD E	MULLENS KATHLEEN A LIFE ESTATE	173 MARION RD	WAREHAM	MA	02571
60-1017/B	WILLIAMS GRANT A	WILLIAMS PATRICIA A	1873 SECLUSION DR	PT ORANGE	FL	32128
48-1017	CULLY ROMI		176 MARION RD	WAREHAM	MA	02571
60-1020	POWERS ANNE-MARIE TRUSTEE	OF ALTON L REALTY TRUST	164 TIFFANY RD	NORWELL	MA	02061
48-1016	GIFFORD PAUL L LIFE ESTATE	C/O LYNN P. MCDONALD	128 HATHAWAY ST	WAREHAM	MA	02571
48-1015	ENGLISH JOHN B III	ENGLISH CYNTHIA J	170 MARION RD	WAREHAM	MA	02571
48-1014	BUOTE MARTIN		164 MARION RD	WAREHAM	MA	02571
60-1022	POWERS ANNE-MARIE TRUSTEE	OF ALTON L REALTY TRUST	164 TIFFANY RD	NORWELL	MA	02061
48-1011	MANSFIELD JANE M		582 BLUE HILL AVE	MILTON	MA	02186
48-1010	WHALEN CONSTANCE E		152 MARION RD	WAREHAM	MA	02571
CERTIFIED ABUTTERS AS THEY APPEAR						
ON OUR TAX ROLLS AS OF 9/19/2022						
<i>W. James Okrus</i>						
ASSESSORS OFFICE						
REQUESTED BY						
RONALD BESSE						
508 332-2106						
RON@BESSECUSTOMCREATIONS.COM						

CONSTRUCTION DETAIL		Element	Description	Cd	Element	Description
Style:	15	Strip Stores				
Model	94	Commercial				
Grade	03	Below Ave				
Stories:	1					
Occupancy	3.00					
Exterior Wall 1	19	Masonry Veneer				
Exterior Wall 2	25	Vinyl Siding				
Roof Structure	03	Gable/Hip				
Roof Cover	03	Asphalt Shing				
Interior Wall 1	04	Panel				
Interior Wall 2						
Interior Floor 1	11	Ceramic Tile				
Interior Floor 2	14	Carpet				
Heating Fuel	03	Gas				
Heating Type	04	Forced Hot Air				
AC Type	04	Unit/AC				
Bldg Use	3220	RETAIL MDL-94				
Total Rooms	00					
Total Bedrms	00					
Total Baths	1					
Heat/AC	00	NONE				
Frame Type	02	WOOD FRAME				
Baths/Plumbing	01	LIGHT				
Ceiling/Wall	05	SUS-CEIL & WL				
Rooms/Prtns	02	AVERAGE				
Wall Height	10.00					
% Conn Wall	0.00					
1st Floor Use:	3220					

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)		Code	Description	L/B	Units	Unit Price	Yr Bld	Cond.	Cd	% Good	Grade	Grade Adj	Appr. Value
PAV1	PAVING-ASPH	L			500	2.50	1995			50		0.00	600
LT1	LIGHTS-IN W/P	L			1	1000.00	2005			50		0.00	500
SGN1	SIGN-1 SD W/	L			12	30.00	2005			100		0.00	400
SGN1	SIGN-1 SD W/	L			12	30.00	2005			100		0.00	400
SGN1	SIGN-1 SD W/	L			12	30.00	2005			100		0.00	400

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprc Value
BAS	First Floor	2,101				
CAN	Canopy	0	88		0	
CRL	Crawl Space	0	2,101		0	
SPA	Service Production Area	192	192		0	
Ttl Gross Liv / Lease Area		2,293	4,482			



Commercial Lease

1. **Names.** This lease is made by *Patricia A Williams and Grant A Williams*, Landlord(s), and *Ron Besse*, Tenants(s).
2. **Premises Being Leased.** Landlord is leasing to Tenant and Tenant is leasing from Landlord the following premises: *171 Marion Rd. Wareham, Ma., 02571*
 Part of Building Only. Tenant is leasing the *Middle Unit* of the building.
 Shared Facilities. Tenant and Tenant's Employees may use the following additional facilities in common with other tenants, employees, and customers: *Shared Bathrooms in common back hallway.*
 Parking spaces. Tenants/employees will park on the side or back of the building during business hours, leaving the front for customers. There will be no overnight parking from November 1st, threw April 15th
 Restroom facilities (Shared with all three rental units)
3. **Term of Lease.** This lease begins on *April 1, 2022* and ends on *April 1, 2023*
4. **Rent.** Tenants will pay in advance on the 1st day of each month. Tenants first & last rent payment will be on April 1, in the amount of *\$1,800.00*. Tenants will pay rent of *\$900.00* per month thereafter.
 Tenants will pay this rental amount for the entire 12 months.
 Tenant will pay in advance last month's rent and (security deposit to be paid after the initial 6 months)
 Rent will be re-evaluated each year, on the anniversary of the starting date in paragraph 3.
 Rent is due on the 1st of each month. The rent is due on the first of each month, there will be a \$50.00 late fee if the tenant does not pay each month by the 5th of the month, \$100.00 late fee after 10 days.
5. **Option to Extend Lease**
 First Option. Landlord grants Tenant the option to extend this lease for an additional year. To exercise this option, Tenant must give Landlord a 30 day notice. Tenant may exercise this option only if Tenant is in substantial compliance with the term of this lease. Tenants will lease the premises on the same terms as in this lease except as follows: Rent to be determined.
6. **Security Deposit.** Tenant will pay *\$900.00* (payable over 9 months) with Landlord as security for Tenant's performance of this lease. Landlord will refund the full security deposit to Tenant within 14 days following the end of the lease if Tenant returns the premises to Landlord in good condition and Tenant has paid all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay any money owed to the landlord under the lease.
7. **Improvements by Landlord**
 Before the lease term begins, Landlord (at Landlord's expense) will make the repairs and improvements listed in Attachment 1 to this contract.
 Tenant accepts the premises in "as is" condition. Landlords need not provide any repairs or improvements before the lease term begins.
8. **Improvements by Tenants.** Tenants may make alterations and improvements to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this lease ends, Tenant may remove any of Tenants alterations and improvements, as long as these alterations were not permanent, and Tenant repairs any damage caused by attaching the items to or removing them from premises.

9. **Tenant's Use of Premises.** Tenant will use the premises for the following business purposes:
Retail store. Tenants may also use the premises for the purposes reasonably related to the main use, any other use would need to be approved by the Landlord.
10. **Landlord's Representations.** Landlord represents that:
A. At the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations.
B. The premises have not been used for the storage or disposal of any toxic or hazardous substance, and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the property.
11. **Utilities and Services.** Landlord will pay for the following utilities and services:
 Water
 Electricity
 Gas
 Heat
 Air -Conditioning
 Trash Removal
12. **Maintenance and Repairs**
A. Landlord will maintain and make all necessary repairs to :
(1) Roof, structural components, exterior walls, and interior common walls on the premises,
(2) the common bathroom and sink plumbing, electrical, heating, ventilating.
B. Landlord will maintain (including Snow removal) the parking areas
C. Tenant will clean and maintain Tenant's portion of the building so that it will be kept in an attractive condition.
13. **Insurance**
A. Landlord will carry fire and extended coverage insurance on the building.
B. Tenant will carry public liability insurance: this insurance will include Landlord as an insured party. The public liability coverage for personal injury will be in at least the following amounts:
* \$500,000.00 per occurrence.
* \$500,000.00 in any one year.
C. Landlord and Tenant release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage, or injury.
D. Tenant will give Landlord a copy of all insurance policies that this lease requires Tenant to obtain.
14. **Taxes**
A. Landlord will pay all real property taxes levied and assessed against the premises
B. Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.
15. **Subletting and Assignment.**
Tenants will not assign this lease or sublet any part of the premises without the written consent of the Landlord. Landlords will not unreasonably withhold such consent.

16. Damage to Premises

A. If the premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the premises.

B. If Tenant is substantially deprived of the use of the premises for more than 90 days because of such damage, Tenant may terminate this lease by delivering written notice of termination to the Landlord.

17. Notice of default

Before starting a legal action to recover possession of the premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlords will take legal action only if Tenant does not correct the default within 10 days after written notice is given or mailed to Tenant.

18. Holding over

If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

19. Eminent Domain.

This lease will become void if any part of the leased premises or the building in which the leased premises are located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the premises by eminent domain pays for the value of Tenant's lease, its loss of business, and for moving and relocation expenses.

20. Disputes

Litigation. If a dispute arises, either party may take the matter to court.

Mediation and possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by _____

A mediator to be mutually selected. The parties will share the cost of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

21. Additional Agreements. Landlord and Tenant additionally agree that: There will be no overnight parking of vehicles from November 1st, through April 15th due to plowing, if there is a vehicle on premises and plowing is needed, the tenant will be responsible for the snow removal.

22. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

23. Successors and Assignees. This lease binds and benefits the heirs, successors, and assignees of the parties.

24. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

(1) in person

(2) by certified mail, or

(3) by overnight courier.

25. Governing Law. This lease will be governed by and constructed in accordance with the state of Massachusetts.

26. Counterparts. The parties may sign several identical counterparts of this lease. Any fully signed counterpart shall be treated as an original.

27. **Modification.** This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

28. **Waiver.** If any one person waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

29. If any court determines that any provision of this lease is invalid or unenforceable will affect only that provision and will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

LANDLORD

Grant and Patti Williams
1873 Seclusion Drive
Port Orange, FL 32128

TENANT

Ron Bessie
7 Lynne Road
Wareham, MA 02571

Date: 03/31/2022 _____

Date: 03/31/2022 _____

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Commercial Lease

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 Parking spaces. Tenants/employees will park on the side or back of the building during business hours, leaving the front for customers. There will be no overnight parking from November 1st, threw April 15th
 Restroom facilities (Shared with all three rental units)
3. **Term of Lease.** This lease begins on *August 1, 2022* and ends on *August 1, 2023*
4. **Rent.** Tenants will pay in advance on the 1st day of each month. Tenants first & last rent payment will be on August 1, in the amount of *\$2,000.00*. Tenants will pay rent of *\$1,000.00* per month thereafter.
 Tenants will pay this rental amount for the entire 12 months.
 Tenant will pay in advance last month's rent and (security deposit to be paid after the initial 6 months)
 Rent will be re-evaluated each year, on the anniversary of the starting date in paragraph 3.
 Rent is due on the 1st of each month. The rent is due on the first of each month, there will be a \$50.00 late fee if the tenant does not pay each month by the 5th of the month, \$100.00 late fee after 10 days.
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LANDLORD

Grant and Patti Williams
1873 Seclusion Drive
Port Orange, FL 32128

TENANT

Ron Bessie
7 Lynne Road
Wareham, MA 02571

Date: 07/31/2022

Date: 07/31/2022

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Commercial Lease

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7. **Improvements by Landlord**
 Before the lease term begins, Landlord (at Landlord's expense) will make the repairs and improvements listed in Attachment 1 to this contract.
 Tenant accepts the premises in "as is" condition. Landlords need not provide any repairs or improvements before the lease term begins.
8. **Improvements by Tenants.** Tenants may make alterations and improvements to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this lease ends, Tenant may remove any of Tenants alterations and improvements, as long as these alterations were not permanent, and Tenant repairs any damage caused by attaching the items to or removing them from premises.

9. **Tenant's Use of Premises.** Tenant will use the premises for the following business purposes:
Retail store. Tenants may also use the premises for the purposes reasonably related to the main use, any other use would need to be approved by the Landlord.
10. **Landlord's Representations.** Landlord represents that:
A. At the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations.
B. The premises have not been used for the storage or disposal of any toxic or hazardous substance, and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the property.
11. **Utilities and Services.** Landlord will pay for the following utilities and services:
 Water
 Electricity
 Gas
 Heat
 Air -Conditioning
 Trash Removal
12. **Maintenance and Repairs**
A. Landlord will maintain and make all necessary repairs to :
(1) Roof, structural components, exterior walls, and interior common walls on the premises,
(2) the common bathroom and sink plumbing, electrical, heating, ventilating.
B. Landlord will maintain (including Snow removal) the parking areas
C. Tenant will clean and maintain Tenant's portion of the building so that it will be kept in an attractive condition.
13. **Insurance**
A. Landlord will carry fire and extended coverage insurance on the building.
B. Tenant will carry public liability insurance: this insurance will include Landlord as an insured party. The public liability coverage for personal injury will be in at least the following amounts:
* \$500,000.00 per occurrence.
* \$500,000.00 in any one year.
C. Landlord and Tenant release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage, or injury.
D. Tenant will give Landlord a copy of all insurance policies that this lease requires Tenant to obtain.
14. **Taxes**
A. Landlord will pay all real property taxes levied and assessed against the premises
B. Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.
15. **Subletting and Assignment.**
Tenants will not assign this lease or sublet any part of the premises without the written consent of the Landlord. Landlords will not unreasonably withhold such consent.

16. Damage to Premises

A. If the premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the premises.

B. If Tenant is substantially deprived of the use of the premises for more than 90 days because of such damage, Tenant may terminate this lease by delivering written notice of termination to the Landlord.

17. Notice of default

Before starting a legal action to recover possession of the premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlords will take legal action only if Tenant does not correct the default within 10 days after written notice is given or mailed to Tenant.

18. Holding over

If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

19. Eminent Domain.

This lease will become void if any part of the leased premises or the building in which the leased premises are located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the premises by eminent domain pays for the value of Tenant's lease, its loss of business, and for moving and relocation expenses.

20. Disputes

Litigation. If a dispute arises, either party may take the matter to court.

Mediation and possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by _____

A mediator to be mutually selected. The parties will share the cost of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

21. Additional Agreements. Landlord and Tenant additionally agree that: There will be no overnight parking of vehicles from November 1st, through April 15th due to plowing, if there is a vehicle on premises and plowing is needed, the tenant will be responsible for the snow removal.

22. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

23. Successors and Assignees. This lease binds and benefits the heirs, successors, and assignees of the parties.

24. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- (1) in person
- (2) by certified mail, or
- (3) by overnight courier.

25. Governing Law. This lease will be governed by and constructed in accordance with the state of Massachusetts.

26. Counterparts. The parties may sign several identical counterparts of this lease. Any fully signed counterpart shall be treated as an original.

27. **Modification.** This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

28. **Waiver.** If any one person waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

29. If any court determines that any provision of this lease is invalid or unenforceable will affect only that provision and will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

LANDLORD

Grant and Patti Williams
1873 Seclusion Drive
Port Orange, FL 32128

TENANT

Ron Bessie
7 Lynne Road
Wareham, MA 02571

Date: 03/31/2022

Date: 03/31/2022

Signature: _____

Signature: _____

Signature: _____

Signature: _____