

TOWN OF WINCHENDON

WINCHENDON TOWN CLERK
RCUD NOV 29 2022 PM 2:14

DJF
Telephone (978) 297-3537

Zoning Board



109 Front Street
Winchendon, Massachusetts 01475-1758

**Town of Winchendon
Zoning Board of Appeals
PUBLIC HEARING NOTICE**

Notice is hereby given that the Zoning Board of Appeals will hold a PUBLIC HEARING on Wednesday, December 21, 2022 at 7:05pm to discuss the application for a Special Permit submitted by Cindy Lu Fitch to increase the square footage of a pre-existing non-conforming dwelling at 6 Island Road, Winchendon, MA 01475. Also known as Assessors Map M6, Parcel 9. Said property is located in a R40- Suburban Residential Neighborhood District, in the Lake Monomonac Overlay District (LMOD). The hearing will be held in the Second Floor Auditorium at Town Hall - 109 Front St., Winchendon, MA 01475. All interested persons should plan to attend. Alternative translation and accommodation for disabled persons is available by advance request.

BY: Cynthia Carville, Chair
Winchendon Zoning Board of Appeals

December 7&14

DA

Planning Decision Petition

Zoning Board of Appeals

- Special Permit(s)
- Variance
- Administrative Appeal
- Comprehensive Permit

Planning Board

- Site Plan Approval
- ANR endorsement
- Preliminary Subdivision Approval
- Definitive Subdivision Approval
- Special Permit(s)
- Stormwater Management Permit

Fee Rec'd \$119.00
An additional fee will be due for advertising

Project Number 2022-1129

CK# 903

Submission Materials to be included with this Petition Form are outlined in the Town of Winchendon Zoning Bylaws and the Planning Board Regulations. This application shall not be deemed complete unless all required items are included or appropriate waivers have been requested.

Property Address 6 Island Road Date 11/29/22
 Property Owner's Name Cindy Lu Fitch
 Owner's Address 6 Island Road Book 59558 / 1167
 Map MG-0-9
 Petitioner's name Cindy Lu Fitch Lot Size 0.25 acres
 Petitioner's Phone No. 774-249-4962 Frontage 145'
 Petitioner's address 6 Island Road Zone R40 (LMOD)

Project Summary & Decision Sought: Increasing the square footage of an pre-existing, non-conforming dwelling

I hereby certify that the information provided in this application, and the accompanying drawing(s) of the property as well as any supporting data are accurate, true and correct to the best of my knowledge and belief.

Cindy Lu Fitch
Signature of Applicant (or their representative)

Nov. 29, 2022
Date

Signature of Property Owner

Date

Tax Certification (Treasurer has up to 10 days to complete this certification):

Pursuant to the provisions of Massachusetts General Law, Chapter 40, Section 57, the Town Bylaw, Licenses and Permits of Delinquent Taxpayer, Section 21.1: "Any Board... shall deny application... for any person, corporation or business enterprise who has neglected to pay any local taxes, fees, assessments, betterments or any municipal charge."

I hereby certify that the applicant or the owner of record owes no debt to the Town of Winchendon for a period of time greater than twelve (12) months.


JH
Winchendon Treasurer

11/29/22
Date

Assessment Field Card

Town of Winchendon, Massachusetts

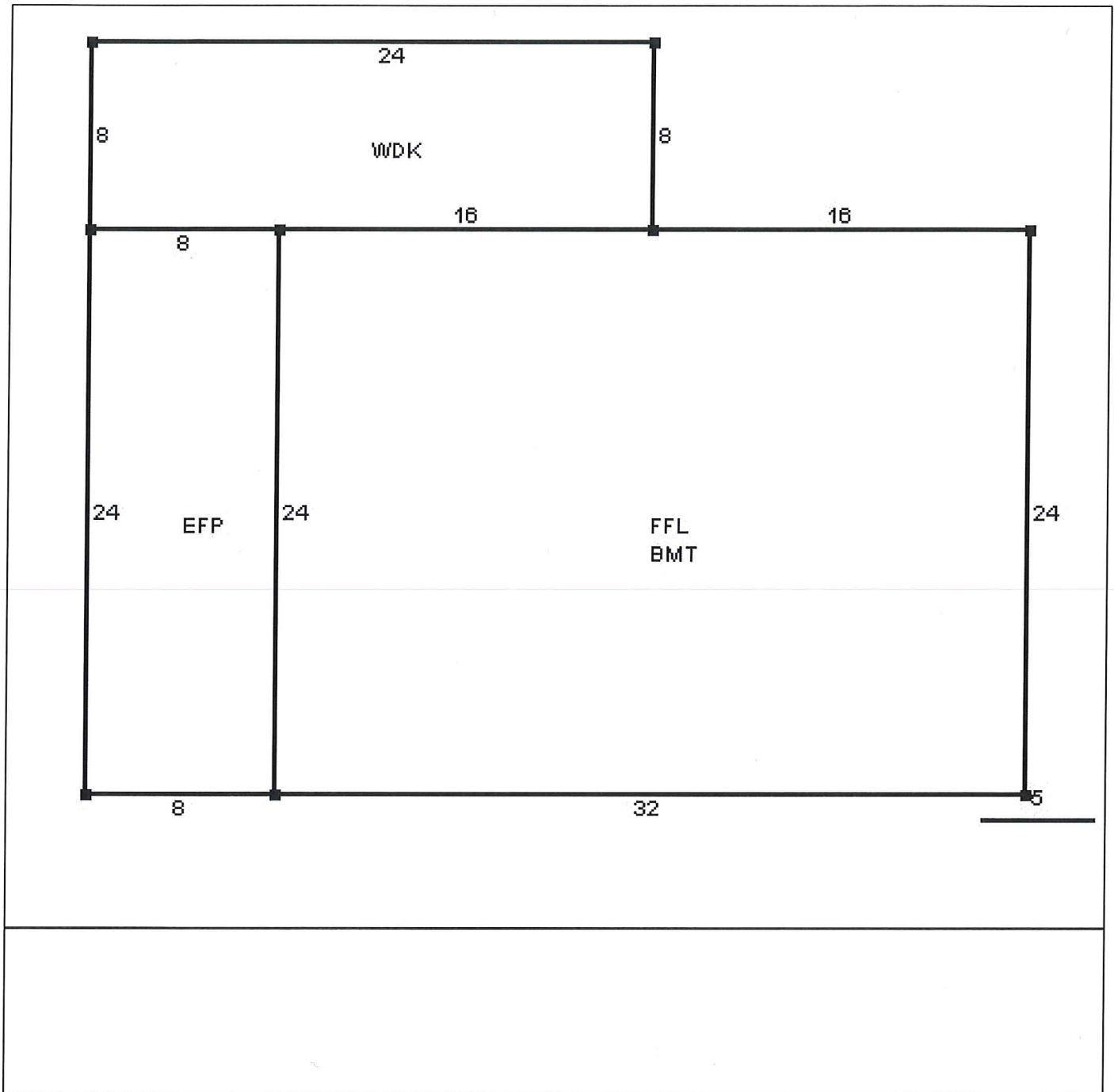


Parcel Information	
	<p>Address: 6 ISLAND RD Map-Lot: M6-0-9 Patriot Account #: 4906 Owner: FITCH CINDY LU D Co-Owner: Mailing Address: 6 ISLAND RD WINCHENDON, MA 01475</p>
Building Exterior Details	General Information
<p>Building Type: RANCH Year Built: 1975 Grade: C+ Frame Type: WOOD Living Units: 1 Building Condition: Good Roof Cover: ASPHALT SH Roof Type: GABLE Exterior Wall Type: TEX 111 Pool: False</p>	<p>Total Acres: 0.25 Land Use Code: 1010 Neighborhood Code: R7 Owner Occupied: Y Condo Name: Condo Unit: Zone: Utility Code 1: TYPI Utility Code 2: Utility Code 3:</p>
Building Area	Ownership History
<p>Gross Area: 2304 sqft Finished Area: 1152 sqft Basement Area: 768 sqft Garage Area: 0 sqft Detached Garage: sqft Basement Garage: 0 sqft</p>	<p>Sale Date: 10/17/2018 Sale Price: \$ 303800 Nal Description: Grantor (Seller): DIVITO, STEPHANIE L, Book/Page: 52748-75</p>
Building Interior	Assessed Value
<p>No. Total Rooms: 4 No. Bedrooms: 2 No. Full Baths: 1 No. Half Baths: 0 Bath Rating: GOOD No. Kitchens: 1 Kitchen Rating: GOOD Building Framing: WOOD Interior Wall Type: PLYWD PANL Fireplaces: 0 Solar Hot Water: False Central Vac: False Floor Type: HARDWOOD Heat Type: FORCED H/A Heat Fuel: OIL Percent A/C: 0</p>	<p>Assessed Yard Value: \$ 700 Assessed Land Value: \$ 192400 Assessed Bldg Value: \$180200 Total Assessed Value: \$373300</p>



www.cai-tech.com

This information is believed to be correct but is subject to change and is not warranted.



Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 11/29/2022 1:15:30 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
110187	DEED		59558/167	10/17/2018	303800.00
Property-Street Address and/or Description					
6 ISLAND RD					
Grantors					
DIVITO STEPHANIE L, DIVITO JOHN					
Grantees					
FITCH CINDY LU D					
References-Book/Pg Description Recorded Year					
68344/54 MTG 2022, 68481/235 DEED 2022					
Registered Land Certificate(s)-Cert# Book/Pg					

Worcester South District Registry of Deeds Electronically Recorded Document

This is the first page of the document – Do not remove

Recording Information

Document Number : 110187
Document Type : DEED
Recorded Date : October 17, 2018
Recorded Time : 01:15:35 PM

Recorded Book and Page : 59558 / 167
Number of Pages(including cover sheet) : 7
Receipt Number : 1106412
Recording Fee (including excise) : \$1,511.24

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 10/17/2018 01:15 PM
Ctrl# 188782 27262 Doc# 00110187
Fee: \$1,386.24 Cons: \$303,800.00

Worcester South District Registry of Deeds
Anthony J. Vigliotti, Register
90 Front St
Worcester, MA 01608
(508) 798-7717

Property: 6 Island Road, Winchendon, MA

Quitclaim Deed

I, **Stephanie L. DiVito and John DiVito, wife and husband**, of 6 Island Road, Winchendon, Worcester County, Commonwealth of Massachusetts

For consideration paid, and in full consideration of Three Hundred Three Thousand Eight Hundred Dollars and no/100 Dollars (\$303,800.00)

Hereby grant to

Cindy Lu D. Fitch, Individually of 27 Edgewood Road, Southborough, MA 01772

With Quitclaim Covenants the following described premises:

A certain parcel of land with the buildings and improvements thereon, situated in Winchendon, Worcester County, Commonwealth of Massachusetts, being more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

Meaning and intending to describe the same premises conveyed by A. Lamoureux to Stephanie L. DiVito dated August 28, 2014, and recorded with Worcester Southern District Registry of Deeds in Book 52748, Page 75.

Grantors hereby waive any and all rights of Homestead in and to the premises conveyed and hereby and warrants and represents that there are no other persons entitled to any rights of Homestead under G.L. c.188 in the premises conveyed by this Quitclaim Deed.

The remainder of this page is intentionally blank.

Executed as a sealed instrument on this 15th day of October, 2018.

Stephanie DiVito
Stephanie L. DiVito

John DiVito
John DiVito

Commonwealth of Massachusetts

Worcester, ss.

On this 15th day of October, 2018, before me, the undersigned Notary Public, personally appeared the above-named **Stephanie L. DiVito and John DiVito**, proved to me through satisfactory evidence of identification, being:
 driver's license or other state or federal governmental document bearing a photographic image, to be the person whose name is signed on the preceding or attached document, to be the person who signed the preceding or attached document in my presence, and acknowledged the foregoing to be her free act and deed.

Christopher J. Carreira
Notary Public: **CHRISTOPHER J. CARREIRA**
My Commission Expires 12-2-2022



Exhibit "A"

A certain parcel of land, with the buildings and improvements thereon, situated in said Winchendon, Worcester County, Massachusetts, shown as lot 901 on plan entitled: "Plan of Subdivision in Winchendon, MA, owned and developed by Monomonac Lake Shores, Inc., Scale 1" = 100', February 25, 1958" prepared by Alden S. Marble & Assoc., Reg. Engrs. & Surv., 24 Columbia St., Leominster, MA, and recorded with Worcester District Registry of Deeds, Plan Book 230, Page 99.

Being a portion of the land conveyed to Monomonac Lake Shores, Inc. by deed of White Brothers, Inc. dated January 31, 1958 and recorded with said Registry, Book 3921, Page 332. See also deed from Monomonac Lake Shores, Inc. to John C. Tirrell et ux March 15, 1973, Book 5322, Page 303.

Together with a right of way over all streets and ways from time to time constructed over any other land of Monomonac Lake Shores, Inc. conveyed to it by said deed of White Brothers, Inc., so as to afford access to public ways from the land conveyed herein; subject, however, to the reservation by Monomonac Lake Shores, Inc. of the right at any time to change the location, boundaries, courses and other features of any of said streets and ways and to discontinue or abandon any of them entirely, so long as the exercise of said right does not deny the land conveyed herein all means of access to public ways, and subject also to the reservations hereinafter set forth.

The land described herein is conveyed subject to real estate taxes assessed or to be assessed by the Town of Winchendon for the current year to be apportioned as per separate agreement between the parties hereto, and subject also to all easements, rights of way, zoning and other governmental laws and regulations, if any, and other provisions of record.

The land conveyed herein shall be used only for residential and camping purposes.

No "For Rent", "For Sale", or other advertising signs or notices shall be erected, placed, or maintained on the land conveyed herein without prior written consent of Monomonac Lake Shores, Inc., its successors and assigns; and upon any violation of this provision Monomonac Lake Shores, Inc., its successors, and assigns, shall have the right to enter upon the land and to remove such sign or notice.

No building shall be erected, placed, altered, or maintained on the land conveyed herein until and unless its plans, specifications, and plot plans have been filed with and approved in writing by Monomonac Lake Shores, Inc., its successors and assigns. No building shall be located nearer than 20 feet to the front lot line nor nearer than 5 feet to the side and back lot lines, the front lot line for this purpose being defined as that portion of the boundary line of the land bounding upon Lake Monomonac or any street or way shown on a plan recorded with said Registry.

No livestock, animals, or poultry shall be kept or maintained on the land conveyed herein other than household pets.

All buildings and structures to be erected or placed on the land conveyed herein must comply with municipal and other governmental laws, ordinances, by-laws, rules, and regulations duly and validly affecting said land; and if any provision herein differs therefrom such variance shall not be construed as a waiver by Monomonac Lake Shores, Inc. of the necessity of compliance with the terms hereof.

No noxious, dangerous, or offensive activity of any nature, nor any activity that may be or become an annoyance or nuisance to owners of other land, shall be permitted on any part of the land conveyed herein.

Monomonac Lake Shores, Inc. reserves to itself, its successors and assigns, the right to install, maintain, repair, and replace, under, over, and upon the land conveyed herein and any ways on which said land abuts or shall abut, such electric light, power, telephone, and telegraph poles and wire; water, sewer, gas and drainage pipes, mains, and conduits; catch basins, surface drains, and culverts, and such other facilities, installations, appurtenances, and things as Monomonac Lake Shores, Inc., its successors and assigns, may deem necessary or convenient in connection with the provision of adequate drainage, sewage disposal, water, gas, electricity, telephone and telegraph communications, and other utilities to any portion of the land conveyed to Monomonac Lake Shores, Inc. by said deed of White Brothers, Inc. dated January 31, 1958; and Monomonac Lake Shores, Inc. does further reserve to itself, its successors and assigns, the right to grant to telephone, telegraph, power, water and other public and private utility companies and corporations, to municipalities, and to such other persons and corporations as Monomonac Lake Shores, Inc., its successors and assigns may determine, said right of installation, maintenance, repair, and replacement as above-described. Specifically included in the above reservation shall be the right to remove and trim trees, shrubs, plants, and other growing things in connection with the exercise of the right reserved, and the right to provide for flowage of surface and sub-surface drainage onto the land conveyed herein from any land abutting thereon, including streets and ways. No owner of the land conveyed herein shall in any way obstruct or permit to be obstructed any drainage pipe, main, drain, conduit, culvert, or other type of drainage equipment located on said land; and if any owner shall permit such obstruction to occur and shall fail to take immediate steps to remove such obstruction upon learning thereof he shall be liable to Monomonac Lake Shores, Inc., its successors and assigns, for any expense incurred by Monomonac Lake Shores, Inc., its successors and assigns, in removing the obstruction and for any further expense or damage to which Monomonac Lake Shores, Inc., its successors or assigns may be put as a result of such obstruction and the failure of the owner to remove it.

Monomonac Lake Shores, Inc. reserves the right at any time to construct and to change the locations, boundaries, courses, and other features of ways on any plan on which the land conveyed herein appears or may appear, and to discontinue or abandon entirely any such ways, and to provide ways not previously shown on any plan so long as the exercise of said right does not deny said land all means of access to some public way.

The provisions of the last eight (8) preceding paragraphs shall run with and bind the land conveyed herein for a period of ninety-nine (99) years from the date of conveyance, and Monomonac Lake Shores, Inc., its successors and assigns, shall have the right at any time during said period to proceed at law or in equity against any person violating or attempting to violate any

provisions contained herein, to prevent and abate such violations, to compel compliance with the terms hereof, to enter upon the land conveyed hereunder and remove any structures or other things erected or maintained in violation of the terms hereof, at the owner's expense, and to recover damages, or other dues for any violation. Failure to enforce any provision herein contained in any particular instance shall not be deemed a waiver of the right to do so as to any subsequent or other violation. Monomonac Lake Shores, Inc. reserves to itself, its successors and assigns, the right to use or to permit the use of other land now or in the future owned by Monomonac Lake Shores, Inc., its successors and assigns, at or in the Town of Winchendon, Massachusetts in a manner at variance with the uses permitted hereunder.

It is further provided that each lot included in this conveyance shall be subject to an annual charge of twenty-four dollars (\$24.00), and the grantee, his heirs, executors, administrators, successors, and assigns, hereby agree:

A. To pay annually to Monomonac Lake Shores, Inc., its successors and assigns, the sum of \$24.00 for each lot hereby conveyed, on or before the first day of May of each year hereafter; for the right to enjoy such of the following privileges, facilities, improvements, services, and benefits as Monomonac Lake Shores, Inc., its successors and assigns, in its or their absolute discretion, may from time to time provide for the use and benefit of persons who pay said annual charge of \$24.00 and who own any of the land conveyed to Monomonac Lake Shores, Inc. by said deed of White Brothers, Inc. dated January 31, 1958 and recorded in Worcester District Registry of Deeds, Book 3921, Page 332:

- (1) Recreational privileges and facilities;
- (2) Land improvement, and the purchase, construction, alteration and maintenance of buildings, dams, and other forms of property;
- (3) Payment of taxes and assessments levied by the Town of Winchendon or any other public authority on any land or other property used for the general use or benefit of such owners.
- (4) Construction, improvement, drainage and maintenance of roads, streets, and travel ways.
- (5) Miscellaneous services and benefits, including, without limiting the generality of the foregoing, snow plowing, insect control, police services and utilities.

B. That the use of such privileges, facilities, improvements, services and benefits shall be subject to approval of the user for membership in Monomonac Lake Landowners' Association and compliance with the rules and regulations from time to time promulgated by Monomonac Lake Shores, Inc., its successors and assigns, with respect to such use, and that Monomonac Lake Shores, Inc., its successors and assigns, shall have the right to deny to the grantee, his heirs, executors, administrators, successors, and assigns, the use and enjoyment of said privileges, facilities, improvements, services and benefits for violation of such rules and regulations, without impairing the obligation to pay the charge as herein set forth.

C. That said charge shall constitute a debt which may be collected by suit or action in any court of competent jurisdiction, and that said charge shall constitute a lien or encumbrance on the land conveyed herein, until paid.

D. That acceptance of this deed shall be construed to be a covenant on the part of the grantee, his heirs, executors, administrators, and assigns, to pay said charge as provided herein, and that upon conveyance of any of the land herein described each successive owner thereof shall from the time of acquiring title be held to have covenanted and agreed to pay Monomonac Lake Shores, Inc., its successors and assigns, this charge.

E. That this charge shall run with and bind the land herein conveyed, and shall be binding upon the grantee, his heirs, executors, administrators, successors and assigns, until December 31, 1978, unless earlier terminated by written release of Monomonac Lake Shores, Inc., its successors and assigns.

F. The lien hereby reserved and described shall, however, be at all times subordinate to the lien of any bona fide mortgage of any of the land herein conveyed, to the end and intent that the lien of any such mortgage shall be paramount to the lien for the charge herein imposed, and provided further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of such mortgage or acquisition of title by deed in lieu of foreclosure; and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after foreclosure of such mortgage by sale or otherwise, or after conveyance in lieu of foreclosure.

END OF TEXT

Property: 6 Island Road, Winchendon, MA 01475



The Commonwealth of Massachusetts
Board of Building Regulations and Standards
Massachusetts State Building Code, 780 CMR

Building Permit Application To Construct, Repair, Renovate Or Demolish a
One- or Two-Family Dwelling

FOR
MUNICIPALITY
USE
Revised Mar 2011

This Section For Official Use Only

Building Permit Number: BPA-220757 Date Applied: 10/20/22

Building Official (Print Name): Geoffrey L. Newton Signature: Geoffrey L. Newton Date: 10-26-22

SECTION 1: SITE INFORMATION

1.1 Property Address:
6 Island Rd, Winchendon, MA 01475

1.2 Assessors Map & Parcel Numbers
M-6 0-9
Map Number Parcel Number

1.3 Zoning Information:
LMOB Residential SFD
Zoning District Proposed Use

1.4 Property Dimensions:
10,890 sq' 145'
Lot Area (sq ft) Frontage (ft)

1.5 Building Setbacks (ft)

Front Yard		Side Yards		Rear Yard	
Required	Provided	Required	Provided	Required	Provided
20'	34' to 34.5'	10'	30' to 31'	20'	12' to 22' current

1.6 Water Supply: (M.G.L c. 40, §54)
Public Private

1.7 Flood Zone Information:
Zone: C Outside Flood Zone?
Check if yes

1.8 Sewage Disposal System:
Municipal On site disposal system

SECTION 2: PROPERTY OWNERSHIP¹

2.1 Owner¹ of Record:
Cindy Lu D. Fitch
Name (Print) Winchendon, MA 01475
City, State, ZIP
6 Island Rd 774-249-4962 cldfitch@gmail.com
No. and Street Telephone Email Address

SECTION 3: DESCRIPTION OF PROPOSED WORK² (check all that apply)

New Construction Existing Building Owner-Occupied Repairs(s) Alteration(s) Addition
Demolition Accessory Bldg. Number of Units One Other Specify: 2nd story

Brief Description of Proposed Work²: 2nd story added to the existing home within the footprint of the current building. current sq ft 976 finished sq ft 1,952

SECTION 4: ESTIMATED CONSTRUCTION COSTS

Item	Estimated Costs: (Labor and Materials)	Official Use Only	
		1. Building Permit Fee: \$ <u>1,190</u>	Indicate how fee is determined: <input type="checkbox"/> Standard City/Town Application Fee <input type="checkbox"/> Total Project Cost ³ (Item 6) x multiplier _____ x _____
1. Building	\$ 175,000.00	2. Other Fees: \$ _____	
2. Electrical	\$ 15,000.00	List: _____	
3. Plumbing	\$ 15,000.00	Total All Fees: \$ _____	
4. Mechanical (HVAC)	\$ 25,000.00	Check No: <u>965</u> Check Amount: <u>1,190</u> Cash Amount: _____	
5. Mechanical (Fire Suppression)	\$ _____	<input checked="" type="checkbox"/> Paid in Full <input type="checkbox"/> Outstanding Balance Due: _____	
6. Total Project Cost:	\$ 230,000.00		

OK per COMCON Matt Marro Agent to COMCON 10-25-22

10/26/22
CWR

SECTION 5: CONSTRUCTION SERVICES

5.1 Construction Supervisor License (CSL)

Homeowner
Name of CSL Holder

No. and Street _____

City/Town, State, ZIP _____

Telephone _____ Email address _____

License Number _____ Expiration Date _____

List CSL Type (see below) _____

Type	Description
U	Unrestricted (Buildings up to 35,000 cu. ft.)
R	Restricted 1&2 Family Dwelling
M	Masonry
RC	Roofing Covering
WS	Window and Siding
SF	Solid Fuel Burning Appliances
I	Insulation
D	Demolition

5.2 Registered Home Improvement Contractor (HIC)

HIC Company Name or HIC Registrant Name _____

No. and Street _____

City/Town, State, ZIP _____ Telephone _____

HIC Registration Number _____ Expiration Date _____

Email address _____

SECTION 6: WORKERS' COMPENSATION INSURANCE AFFIDAVIT (M.G.L. c. 152. § 25C(6))

Workers Compensation Insurance affidavit must be completed and submitted with this application. Failure to provide this affidavit will result in the denial of the Issuance of the building permit.

Signed Affidavit Attached? Yes No

SECTION 7a: OWNER AUTHORIZATION TO BE COMPLETED WHEN OWNER'S AGENT OR CONTRACTOR APPLIES FOR BUILDING PERMIT

I, as Owner of the subject property, hereby authorize _____
to act on my behalf, in all matters relative to work authorized by this building permit application.

Print Owner's Name (Electronic Signature) _____ Date _____

SECTION 7b: OWNER¹ OR AUTHORIZED AGENT DECLARATION

By entering my name below, I hereby attest under the pains and penalties of perjury that all of the information contained in this application is true and accurate to the best of my knowledge and understanding.

Cindy-Lu Devereaux Fitch Cindy Lu Devereaux Fitch 10/19/22
Print Owner's or Authorized Agent's Name (Electronic Signature) _____ Date _____

NOTES:

1. An Owner who obtains a building permit to do his/her own work, or an owner who hires an unregistered contractor (not registered in the Home Improvement Contractor (HIC) Program), will not have access to the arbitration program or guaranty fund under M.G.L. c. 142A. Other important information on the HIC Program can be found at www.mass.gov/oca Information on the Construction Supervisor License can be found at www.mass.gov/dps

2. When substantial work is planned, provide the information below:
 Total floor area (sq. ft.) _____ (including garage, finished basement/attics, decks or porch)
 Gross living area (sq. ft.) _____ Habitable room count _____
 Number of fireplaces _____ Number of bedrooms _____
 Number of bathrooms _____ Number of half/baths _____
 Type of heating system _____ Number of decks/ porches _____
 Type of cooling system _____ Enclosed _____ Open _____

3. "Total Project Square Footage" may be substituted for "Total Project Cost"

Warning

IF YOU ARE APPLYING FOR A BUILDING PERMIT AS A HOMEOWNER

- You are now personally responsible for all work on this project.
- You are responsible to see that all work meets the Mass. Bldg. Codes.
- You must supervise all work.
- You must call the Bldg. Dept. to schedule all required inspections.
- You have waived all rights to the Mass. Guaranty Fund.
- You are the General Contractor of the project and a court of law will view you as such if you are sued, or if you should have the need to sue another party.
- Your subcontractors may lien your property.
- Any worker injured on your project may sue you if you do not carry Workmen's Compensation Insurance.
- Failure to carry Workmen's Compensation insurance may result in criminal penalties, i.e. fines and/or imprisonment.

This warning has been assembled because we have found that a majority of those citizens who sign the Homeowner's Exemption Form are not aware of the responsibilities that go along with assuming the construction responsibilities.

Massachusetts General Laws chapter 152 section 25 requires all employers to provide workers' Compensation for their employees. As quoted from the "law", an employee is defined as every person in service of another under contract of hire; implied, oral or written.

An employer is defined as an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer.

I have read and understand the above information.

Signature: Cynthia Deveney Field

Date Oct 18, 2022

AFFIDAVIT
HOME IMPROVEMENT CONTRACTOR LAW
Supplement to Permit Application

MGL 142A requires that the reconstruction, alteration, renovation, repair, modernization, covering, improvement, removal, demolition of. Construction of, in addition to any existing owner occupied building containing at least one but not more than four dwelling units or structures which are adjacent to such residence or buildings be done by registered contractors with certain exceptions, along with other requirements.

Location of Property: 6 Island Rd, Winchendon, MA 01475
Owners Name & Address: Cindy-Lu Deveneau Fitch
Date of Permit Application: Oct. 19, 2022 Est Cost: \$230,000.00
Type of Work: 2nd floor addition

I hereby certify that:

REGISTRATION IS NOT REQUIRED FOR THE FOLLOWING REASON:

<input type="checkbox"/>	Work excluded by law
<input type="checkbox"/>	Job is under \$1,000.
<input type="checkbox"/>	Building is NOT owner-occupied
<input type="checkbox"/>	Other (specify) _____

Notice is hereby given that:

OWNERS PULLING THEIR OWN PERMIT OR DEALING WITH UNREGISTERED CONTRACTORS FOR APPLICABLE HOME IMPROVEMENT WORK DO NOT HAVE ACCESS TO THE ARBRITRATION PROGRAM GUARANTY FUND MGL c 142A.

Signed under penalties of perjury. I hereby apply for a Permit as the Agent of the Owner:

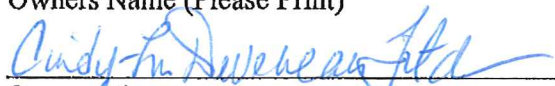
Contractors Name (Please Print) _____
Date

Contractors Signature _____
Registration Number

OR:

Notwithstanding the above notice, I hereby apply for a Permit as the Owner of this Property.

Cindy-Lu Deveneau Fitch Oct. 19, 2022
Owners Name (Please Print) Date


Owners Signature



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Name (Business/Organization/Individual): Cindy-Lu Deveneau Fitch

Address: 6 Island Rd

City/State/Zip: Winchendon, MA 01475 Phone #: 774-249-4962

Are you an employer? Check the appropriate box:

1. I am an employer with _____ employees (full and/or part-time).*
2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]
3. I am a homeowner doing all work myself. [No workers' comp. insurance required.] †
4. I am a homeowner and will be hiring contractors to conduct all work on my property. I will ensure that all contractors either have workers' compensation insurance or are sole proprietors with no employees.
5. I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡
6. We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]

Type of project (required):

7. New construction
8. Remodeling
9. Demolition
10. Building addition
11. Electrical repairs or additions
12. Plumbing repairs or additions
13. Roof repairs
14. Other 2nd Floor added

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

† Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

‡ Contractors that check this box must attach an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: _____

Policy # or Self-ins. Lic. #: _____ Expiration Date: _____

Job Site Address: _____ City/State/Zip: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under MGL c. 152, §25A is a criminal violation punishable by a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. A copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Cindy-Lu Deveneau Fitch Date: 10/19/22

Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector
 6. Other _____

Contact Person: _____ Phone #: _____

Town of Winchendon
109 Front Street
Winchendon, MA 01475



Building Department

CONSTRUCTION DEBRIS DISPOSAL AFFIDAVIT

780 CMR 111.5 & 5111.5 Debris. *As a condition of issuing a permit for the demolition, renovation, rehabilitation or other alteration of a building or structure, M.G.L. c. 40, § 54 requires that the debris resulting there from shall be disposed of in a properly licensed solid waste disposal facility as defined by M.G.L. c. 111, § 150A. Signature of the permit applicant, date and number of the building permit to be issued shall be indicated on a form provided by the building department, and attached to the office copy of the building permit retained by the building department. If the debris will not be disposed of as indicated, the holder of the permit shall notify the building official, in writing, as to the location where the debris will be disposed; also refer to DEP Regulations 310 CMR 7.09(2) and 310 CMR 7.15, when applicable.*

AFFIDAVIT

As a result of the provisions of MGL c 40, S 54, I acknowledge that as a condition of Building Permit issuance, all debris resulting from the construction activity governed by this Building Permit shall be disposed of in a properly licensed solid waste disposal facility, as defined by MGL c 111, S 150A. I certify that I will notify the Building Official in writing (60 days max.) of the location of the solid waste disposal facility where the debris resulting from the said construction activity shall be disposed of, and I shall submit the appropriate form for attachment to the Building Permit.

Firm Name: _____

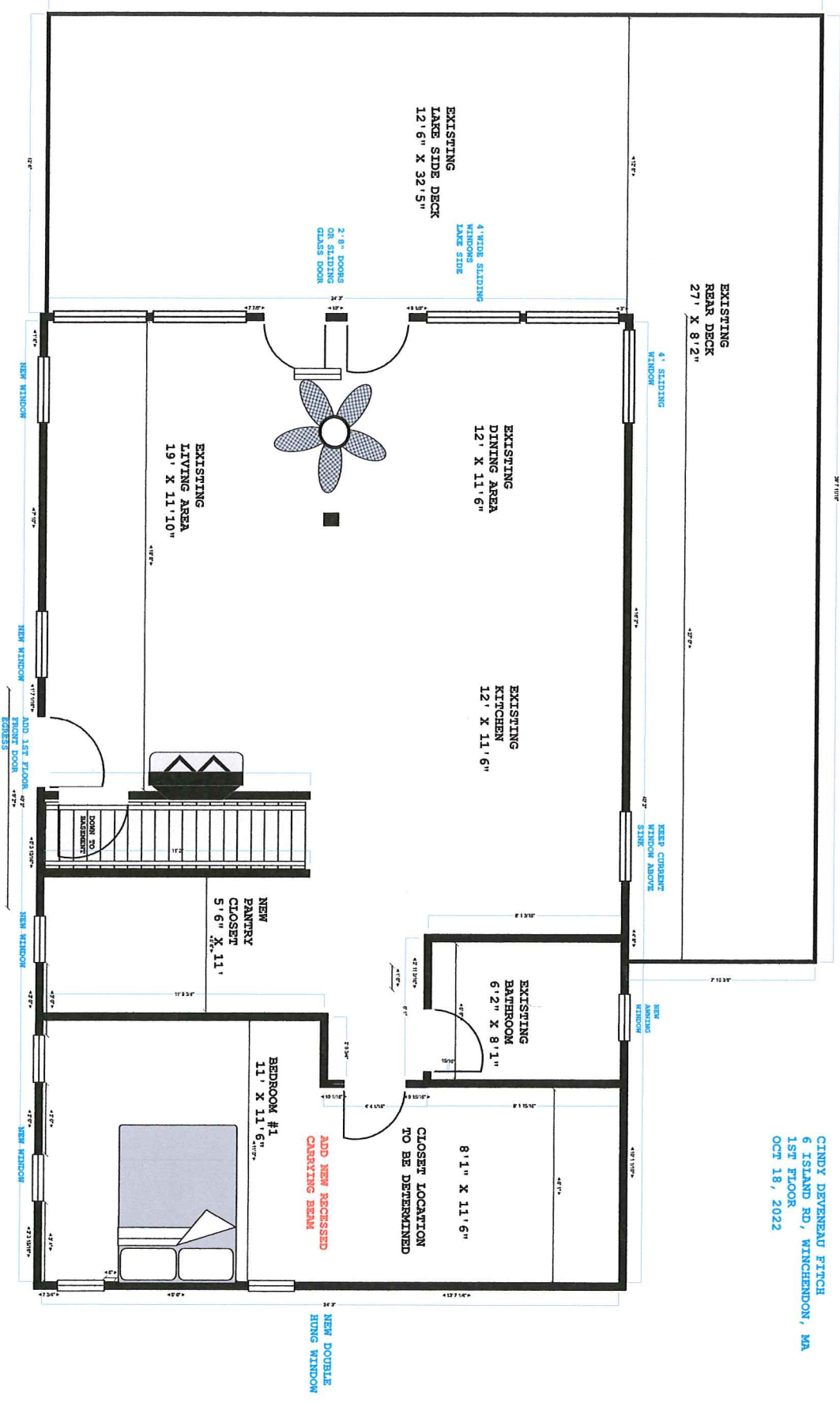
Location of facility debris is to be disposed at: _____

Construction Site Address: 6 Island Rd, Winchendon, MA

Applicant Name: Cindy-Lu Deveneau Fitch

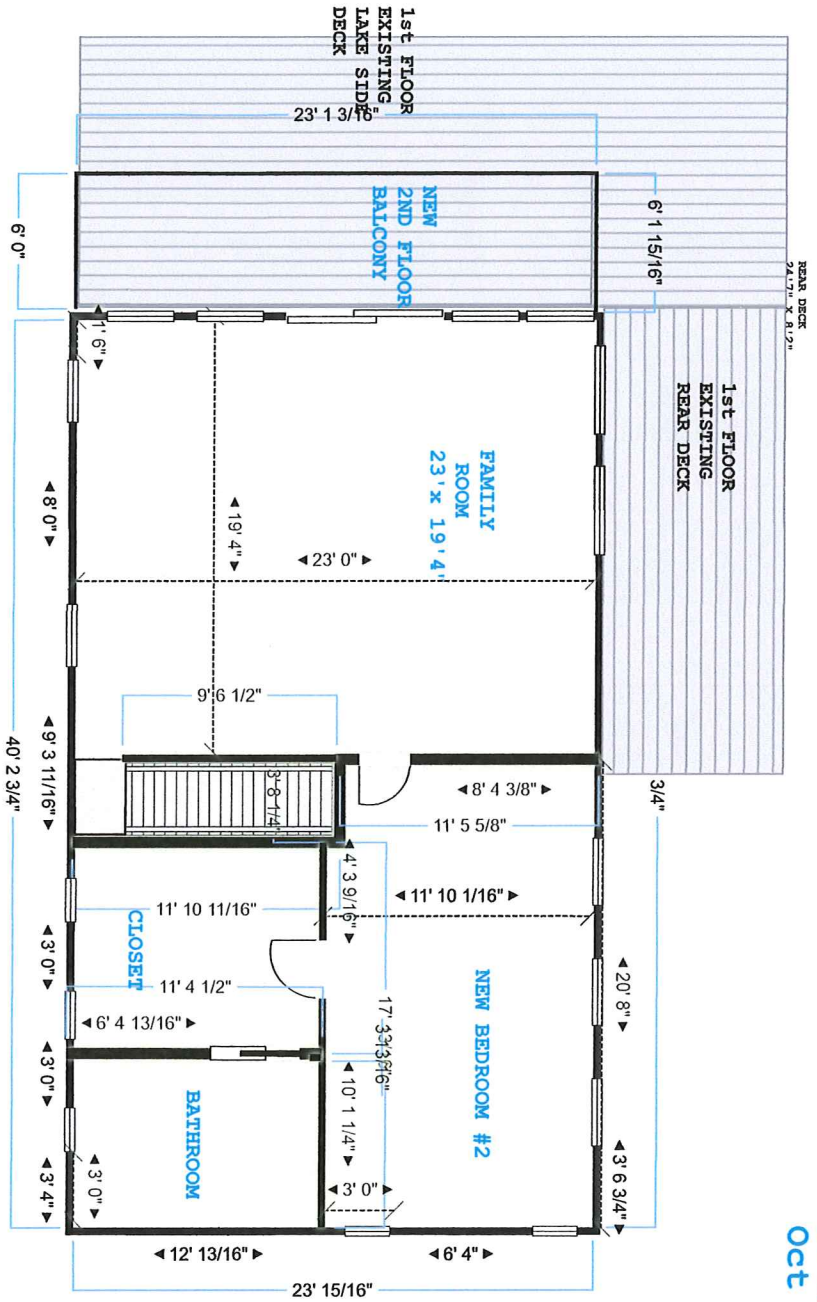
Signature of Applicant: _____ Date: _____

CINDY DEVEREAUX FITCH
 6 ISLAND RD, WINCHENDON, MA
 1ST FLOOR
 OCT 18, 2022



DATE	6 ISLAND RD, WINCHENDON, MA	CLIENT	PROJECT	DRAWN BY	SCALE
TITLE				1"	

6 ISLAND RD, WINCHENDON
Proposed 2nd floor
Oct 18, 2022



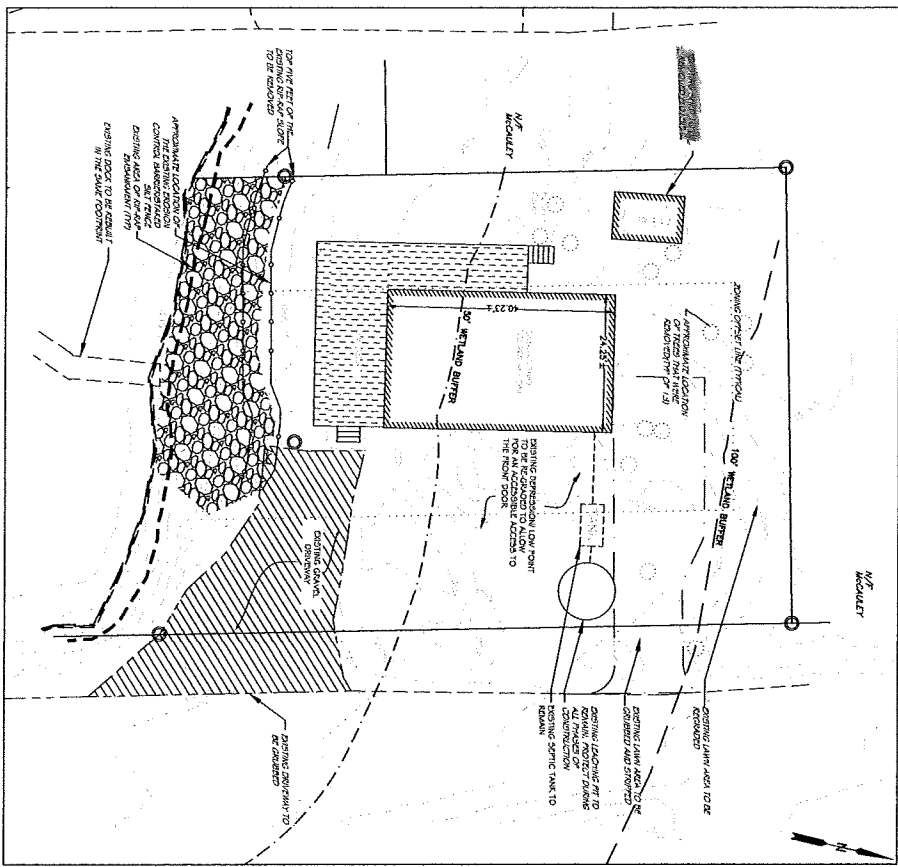
Site:	6 ISLAND RD, WINCHENDON, MA			Drawing:	ORIGINAL	Project:		Drawn:		Notes:	
Title:				Rev:	A						

ZONING SUMMARY

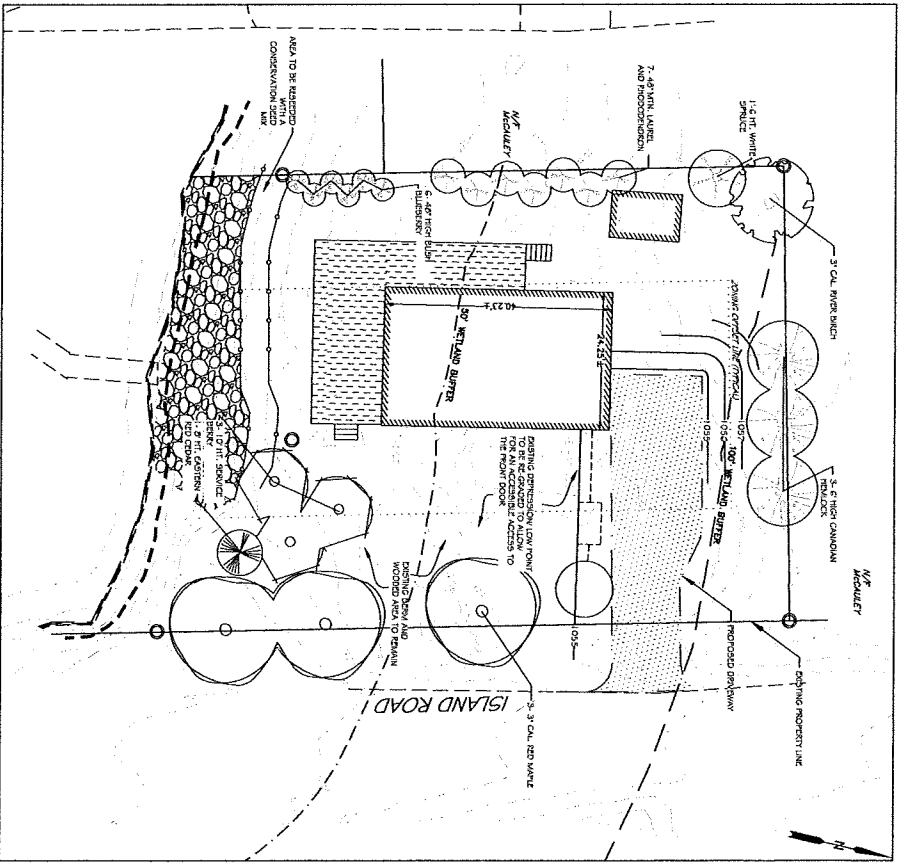
DISTRICT: R40-SUBURBAN RESIDENTIAL DISTRICT
 NAME: ZONING DISTRICT OF THE TOWN OF GUILDFORD

REQUIREMENTS	EXISTING	REQUIRED	COMPLIANCE
MINIMUM LOT FRONTAGE	150 FEET	150 FEET	Y
MINIMUM FRONT SETBACK	20 FEET	20 FEET	Y
MINIMUM SIDE SETBACK	20 FEET	20 FEET	Y
MINIMUM REAR SETBACK	20 FEET	20 FEET	Y
MINIMUM LOT AREA	11,400 SQ. FT.	11,400 SQ. FT.	Y
MINIMUM LOT WIDTH	114 FEET	114 FEET	Y

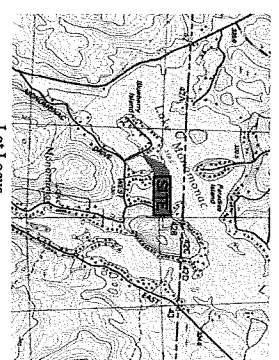
* EXISTING LOT IS NON-COMPLIANT



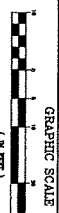
EXISTING CONDITION & DEMOLITION PLAN



RESTORATION PLAN



Lot Locs



GRAPHIC SCALE

NOT FOR CONSTRUCTION
 THESE PLANS WERE PREPARED FOR THE TOWN OF GUILDFORD AND LOCAL PERMITS AND ARE NOT INTENDED TO BE USED AS CONSTRUCTION DOCUMENTS.

- PLAN NOTES:**
- 1) THE EXISTING CONCRETE FOUNDATION SHALL BE DEMOLISHED AND RECONSTRUCTED BY THE CONTRACTOR TO MEET THE REQUIREMENTS OF THE TOWN OF GUILDFORD.
 - 2) THE EXISTING CONCRETE FOUNDATION SHALL BE DEMOLISHED AND RECONSTRUCTED BY THE CONTRACTOR TO MEET THE REQUIREMENTS OF THE TOWN OF GUILDFORD.
 - 3) THE EXISTING CONCRETE FOUNDATION SHALL BE DEMOLISHED AND RECONSTRUCTED BY THE CONTRACTOR TO MEET THE REQUIREMENTS OF THE TOWN OF GUILDFORD.
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 - 7) THE EXISTING CONCRETE FOUNDATION SHALL BE DEMOLISHED AND RECONSTRUCTED BY THE CONTRACTOR TO MEET THE REQUIREMENTS OF THE TOWN OF GUILDFORD.
 - 8) THE EXISTING CONCRETE FOUNDATION SHALL BE DEMOLISHED AND RECONSTRUCTED BY THE CONTRACTOR TO MEET THE REQUIREMENTS OF THE TOWN OF GUILDFORD.
 - 9) THE EXISTING CONCRETE FOUNDATION SHALL BE DEMOLISHED AND RECONSTRUCTED BY THE CONTRACTOR TO MEET THE REQUIREMENTS OF THE TOWN OF GUILDFORD.
 - 10) THE EXISTING CONCRETE FOUNDATION SHALL BE DEMOLISHED AND RECONSTRUCTED BY THE CONTRACTOR TO MEET THE REQUIREMENTS OF THE TOWN OF GUILDFORD.

No.	DATE	DESCRIPTION	BY	CHKD.
1	01/20/22	ISSUED FOR PERMITS	MC	MC
2	02/15/22	REVISED PER TOWN COMMENTS	MC	MC
3	03/10/22	REVISED PER TOWN COMMENTS	MC	MC
4	04/05/22	REVISED PER TOWN COMMENTS	MC	MC
5	05/01/22	REVISED PER TOWN COMMENTS	MC	MC
6	06/01/22	REVISED PER TOWN COMMENTS	MC	MC
7	07/01/22	REVISED PER TOWN COMMENTS	MC	MC
8	08/01/22	REVISED PER TOWN COMMENTS	MC	MC
9	09/01/22	REVISED PER TOWN COMMENTS	MC	MC
10	10/01/22	REVISED PER TOWN COMMENTS	MC	MC
11	11/01/22	REVISED PER TOWN COMMENTS	MC	MC
12	12/01/22	REVISED PER TOWN COMMENTS	MC	MC

Drawn By: []
 Checked By: []
 Design By: []
 Date: []

McCarthy Engineering, Inc.
 Civil Engineers
 41 Tuck Drive, Lanesboro, MA 01453
 Phone: (978) 254-1111 Fax: (978) 848-6467
 www.mccarthyengineering.com

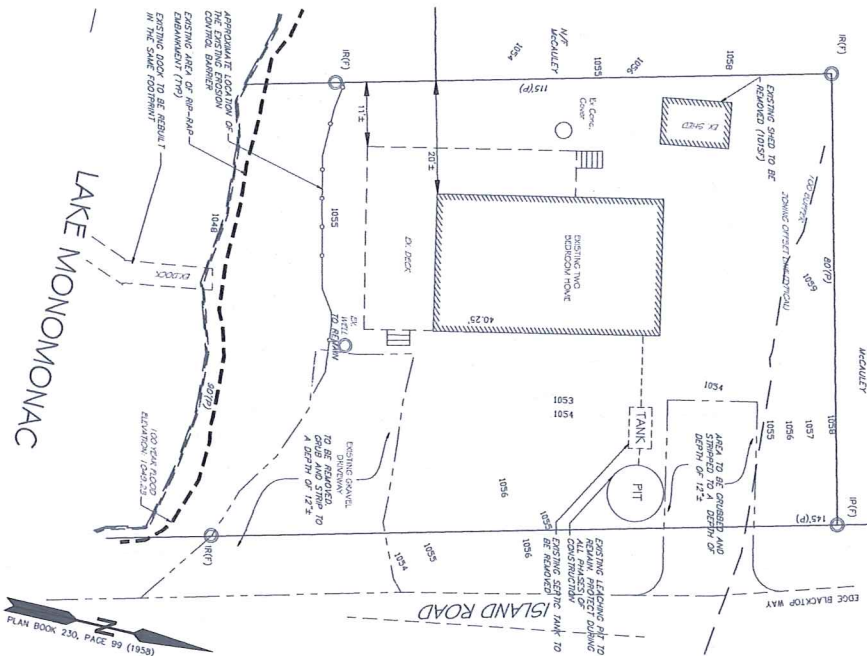
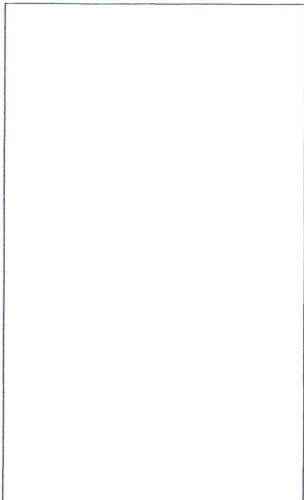
Contract Name:
Cindy Fitch
 6 Island Drive
 Winchendon, MA

Sheet Title:
RESTORATION PLAN

Job No: 1216002
 Date: March 9, 2022
 Scale: 1/8" = 1'-0"

NOTES

1. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED LOT AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED LOT.
2. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED LOT AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED LOT.
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21. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED LOT AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED LOT.
22. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED LOT AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED LOT.
23. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED LOT AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED LOT.
24. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED LOT AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED LOT.
25. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED LOT AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED LOT.



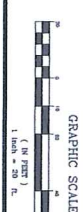
Lot Locust

ZONING SUMMARY:

DISTRICT:	R40 - SINGLE-FAMILY RESIDENTIAL DISTRICT
OVERLAY:	LAKE MONOMONAC OVERLAY DISTRICT
PERMITTED:	RESIDENTIAL
PROHIBITED:	COMMERCIAL
MINIMUM LOT AREA:	4000 SF
MINIMUM LOT FRONTAGE:	150 FEET
MINIMUM LOT DEPTH:	84.4 FEET
MINIMUM SIDE SETBACK:	10 FEET
MINIMUM REAR SETBACK:	20 FEET
MINIMUM FRONT SETBACK:	N/A
MINIMUM FRONT SETBACK:	N/A
MINIMUM FRONT SETBACK:	N/A

** EXISTING LOT IS NON-CONFORMING **
 ** OBTAINED A SPECIAL PERMIT FROM THE ZONING BOARD OF APPEALS

- PLAN NOTES:**
- 1) THE EXISTING CONDITIONS SHOWN HEREON ARE THE RESULT OF AN ON-GROUND SURVEY PERFORMED BY PERA FROM SURVEYING, DISTANCES AND AREA SHOWN ARE TAKEN FROM SURVEY DATA DATED APRIL 25, 2001. LOT LINES BASED ON EXISTING FOUND MONUMENTATION AND RECORD DEED AND PLAN.
 - 2) THIS PLAN DEPICTS ONLY THOSE FEATURES THAT WERE VISUALLY APPARENT AT THE TIME OF THE SURVEY, THEY ARE NOT INTENDED OR IMPLIED.
 - 3) THE LOCATION OF THE LEACHING PIT IS TAKEN FROM A PHOTOGRAPH FROM NORTHLAND ENGINEERING, DATED 5/6/21, RENISED 10/17/21.
 - 4) THE ASSESSOR'S PARCEL ID FOR THIS PROPERTY IS 46-0-9-31.
 - 5) THE DEED REFERENCE FOR THE PROPERTY IS BOOK 59958, PAGE 168.
 - 6) THE PROPERTY PLAN REFERENCE IS "PLAN OF SUBDIVISION IN WINDCHRON MANS, OWNED AND DEVELOPED BY WINDCHRON INVESTMENTS, INC., DATED FEBRUARY 25, 1958-BOOK 230, PLAN 99."
 - 7) PORTIONS OF THE SUBJECT REQUESTED ALONG LAKE MONOMONAC ARE SHOWN FROM THE HAZARDOUS HAZARD ZONE, PER FLOOD INSURANCE RATE MAP 25034B-0108B, REVISION DATED APRIL 25, 2001. FLOOD ELEVATION LINE OBSERVATIONS FROM THE PUBLISHED RM AT THE OUTLET DAM.
 - 8) PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE TOWN OF WINDCHRON, PERMIT NO. 25034B-0108B, PRIOR TO INITIATING WORK.



McCarty Engineering, Inc.
 Civil Engineers
 61 Island Drive
 Winchendon, MA
 01474

Drawn By: _____
 Designed By: _____
 Checked By: _____

DATE: 12/15/21
 SCALE: AS SHOWN
 SHEET: 2 OF 2

NOT FOR CONSTRUCTION
 THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
 THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED LOT AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED LOT.

LOCUS INFORMATION:

#6 ISLAND ROAD WINCHENDON, MA 01475
 WINCHENDON ASSESSOR'S PARCEL ID: M6-0-9
 OWNER(S): CINDY LU D. FITCH
 DEED REFERENCE: DEED BOOK 59558, PAGE 168 (2018)
 PLAN REFERENCE(S):
 "PLAN OF SUBDIVISION IN WINCHENDON, MASS. OWNED AND DEVELOPED BY MONOMONAC LAKE SHORES, INC.," DATED FEB. 25, 1958, RECORDED IN WORCESTER (SOUTHERN) DISTRICT REGISTRY OF DEEDS, PLAN BOOK 230, PLAN 99.



05/19/21

GENERAL NOTES:

1. THIS PLAN SHOWS THE EXISTING STRUCTURES RELATED AND THE ASSOCIATED OFFSETS. SEE ARCHITECTURAL PLANS FOR BUILDING DETAIL.

2. THE SUBJECT PREMISES IS GRAPHICALLY SITUATED IN THE 'R40-SUBURBAN RESIDENTIAL' (R41) ZONING DISTRICT AND THE 'LAKE MONOMONAC OVERLAY DISTRICT' WITH THE FOLLOWING MINIMUM DIMENSIONAL REQUIREMENTS:

- MIN. LOT AREA: 40,000 SQ.FT.
- MIN. LOT FRONTAGE: 150'
- MIN. FRONT SETBACK: 20'*
- MIN. SIDE SETBACK: 10'*
- MIN. REAR SETBACK: 20'*
- MAX. BUILDING HEIGHT: 2.5 FLOORS (35')

PARCEL IS ALSO LOCATED IN THE FLOOD PLAN OVERLAY DISTRICT:

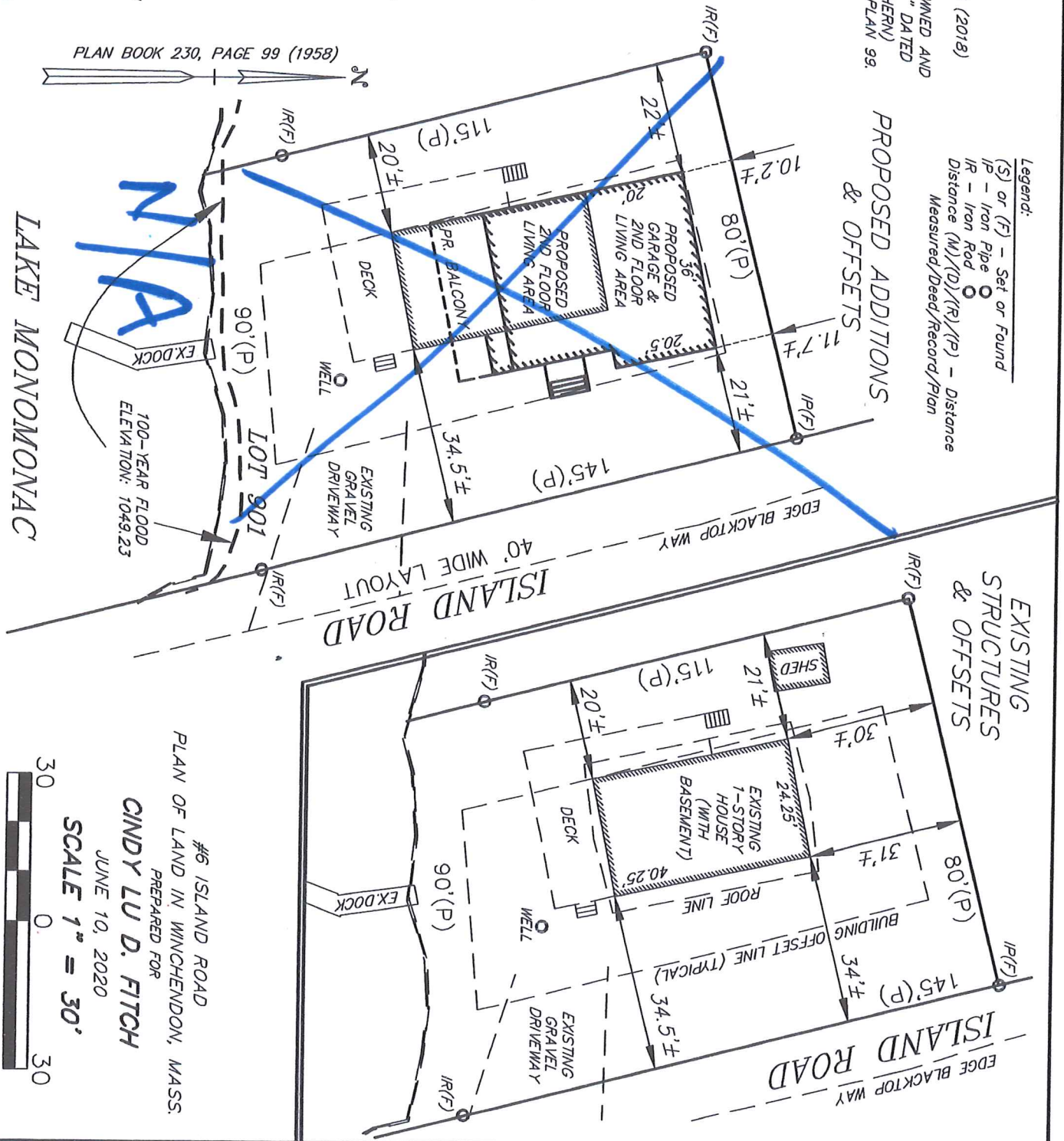
3. PORTIONS OF THE SUBJECT PREMISES ALONG LAKE MONOMONAC ARE SITUATED IN THE 100-YEAR FLOOD HAZARD ZONE. PER FLOOD INSURANCE RATE MAP 250348-000108, REVISION DATED APRIL 25, 2001, FLOOD ELEVATION LINE SHOWN HEREON AND DETERMINED FROM FIELD LEVEL OBSERVATIONS FROM THE PUBLISHED RIM AT THE OUTLET DAM.

4. DISTANCES AND AREA SHOWN ARE TAKEN FROM RECORD INFORMATION. FIELD SURVEY PERFORMED ON MAY 28, 2020. LOT LINES BASED ON EXISTING FOUND MONUMENTATION AND RECORD DEED AND PLAN.

THIS PLAN IS NOT TO BE USED TO LOCATE PROPERTY LINES FROM OFFSETS SHOWN.

Legend:
 (S) or (F) - Set or Found
 IP - Iron Pipe
 IR - Iron Rod
 Distance (M)/(D)/(R)/(P) - Distance Measured/Deed/Record/Plan

PROPOSED ADDITIONS & OFFSETS



LAKE MONOMONAC

PLAN BOOK 230, PAGE 99 (1958)

REVISIONS:

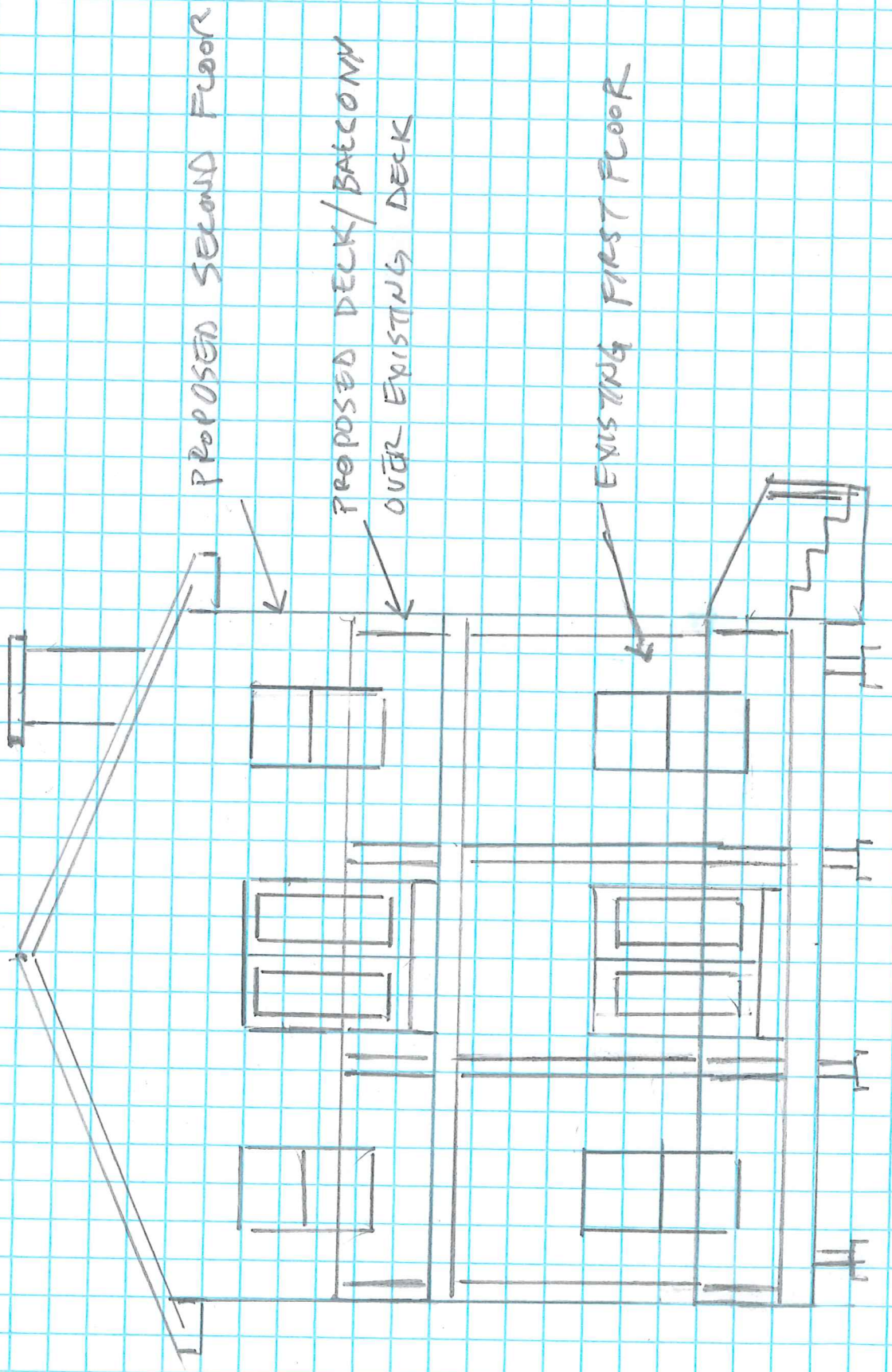
- 09/03/2020: SHOW DETERMINED 100-YEAR FLOOD ELEVATION LINE.
- 10/20/2020: PROPOSED BUILDING REVISION
- 05/03/2021: PROPOSED BUILDING REVISION

#6 ISLAND ROAD
 PLAN OF LAND IN WINCHENDON, MASS.
 PREPARED FOR
CINDY LU D. FITCH
 JUNE 10, 2020
SCALE 1" = 30'



PERA LAND SURVEYING, LLC
 REGISTERED PROFESSIONAL LAND SURVEYOR
 24 LOVELL STREET, GARDNER, MASS. 01440
 978-410-9775
 www.PersSurveying.com

* 6 ISLAND RD UNINCORPORATED MA
* FITCH RESIDENCE

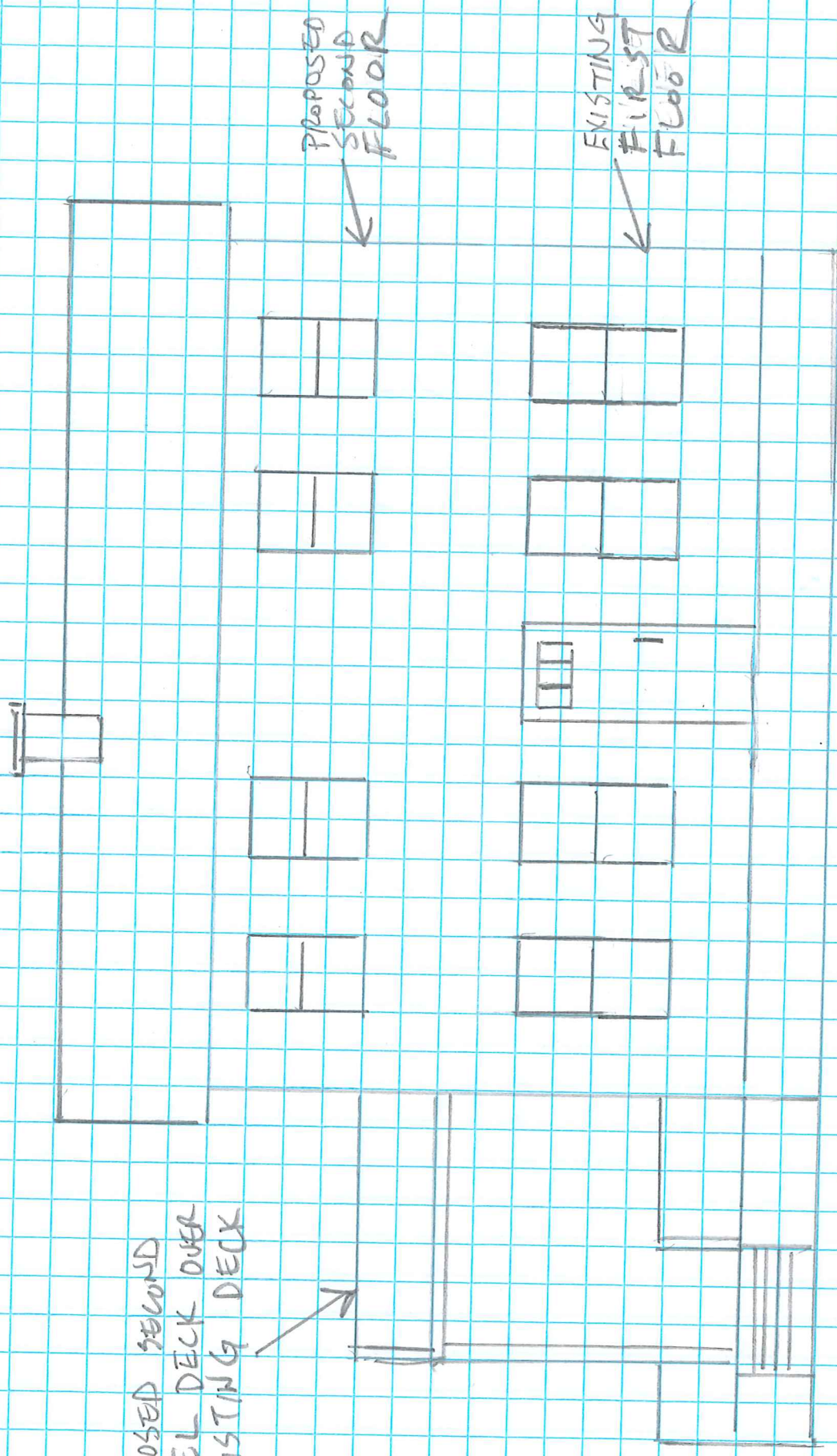


PROPOSED SECOND FLOOR

PROPOSED DECK/BALCONY
OVER EXISTING DECK

EXISTING FIRST FLOOR

* ENGINEERED FLOOR, ROOF DONE BY MAKIS BUILDING MATERIALS



- * 6 Island FD WINGTOWN MA
- * FITCH RESIDENCE REMOVE EXISTING ROOF, INSTALL FLOOR SYSTEM, ADD SECOND FLOOR + TRUSS ROOF.