



Town of West Boylston
140 Worcester Street, West Boylston, Massachusetts 01583

Conservation Commission Meeting Minutes – SPECIAL MEETING

:

Thursday, 10/12/2023 5:00p.m./ MEETINGS TAKING PLACE AT WEST BOYLSTON TOWN HALL, LAND USE MEETING ROOM, #120

Members Present	William Chase (Chair), Emily Eaton, Carl Haarmann and Clerk Toby Goldstein.
Members NOT Present	Colin Cahill, and Jeffrey Perkins (Associate Member)
Invited Guests	Mark Meola

Welcome – Call to Order

Time: 5:00 p.m.

Approval of Previous Minutes

N/A

Motion Originator

N/A

Motion Seconded

N/A

Treasurer – Financial Report

N/A

Motion to Accept

N/A

Seconded

N/A

At 5:00 pm, Ms. Eaton made a motion to open the meeting. Mr. Haarmann seconded. All in favor. Mr. Chase called the meeting to order.

Informal discussion with Mark Meola regarding 250 and 256 Worcester Street:

Mr. Chase explained to Mr. Meola and all present that the board had a couple of complaints from residents of the Gates Brook Landing Condominiums at 250 Worcester Street (the board met with representatives on October 2, 2023) and invited him to a meeting this evening to hear his side of the story; the board will then visit the site themselves to assess the situation. Mr. Meola began by explaining that he acquired the property at 256 Worcester Street from his parents in September of 2022. He explained that his parents were older and could not continue the upkeep so they sold it to him. He added that there is an access road on the side of the property, and because of the trees and shrubs, access is not good except for emergency vehicles. He said that he told Mr. Chase that he wanted to cut down trees and clean up the overgrowth. Mr. Chase walked the property with him and

approved what he wanted to do and suggested that he stake the property. Mr. Meola called in Thompson and Liston, who staked the whole property and flagged the lot lines abutting the condos at 250 Worcester Street. He then went ahead and started cutting trees and cleaning up the access road. Then the Building Inspector, George Tignor, came down to the property and gave Mr. Meola a Cease and Desist Order. He said that he received a complaint call and, as the Code Enforcer for the Town, he came down there to enforce it. The tree cutter was there at the time. In response to Mr. Chase, Mr. Meola replied that Mr. Tignor did not tell him what the reason was, and opined that it was chaotic because there was a lot going on. He asked Mr. Tignor why this was done, as he believed that he had done all the right things? Mr. Meola explained that he notified the Town, did the surveying and put up the flags and wattles, prior to having his team come in and start the job. He added that he had to pay them just to come in and set up, but Mr. Tignor gave Mr. Meola the Cease and Desist Order so that they could not work. Mr. Meola then called the Town to find out what was going on and was told there was a complaint, claiming that Mr. Meola cannot cut the trees there. He did not understand why he could not cut trees that were on his property, especially if there was overgrowth blocking an emergency road. Mr. Meola referred to a DCR letter of January, 2023, addressed to P.G. Meola (his mother's corporate name), stating that they wanted to inspect the property; Mr. Meola made an appointment with them and asked Mr. Chase to come also. He said that they all walked the property and saw what Mr. Meola was doing and how they stopped the overgrowth, and according to their satellite imaging, they saw no problem but asked him to clean it up now. He said that he told them that he tried to do the right thing, and they told him that they saw stakes all the way up, about 15 to 20 feet from the neighbors' lot line. He guessed that the neighbors did not like what he did, but claimed that he was "good to go" and Mr. Chase agreed. Meanwhile, he needed to call back the contractor that he gave a deposit to but said that his contractor told him that he lost his spot on the waiting list to have his work cleaned up; he was going to have to wait. Mr. Meola then said that other complaint calls were coming in to the Town and DEP came in, and Mr. Chase agreed that they should come in and see the property for themselves. They all walked through the property, Mr. Meola told them what he was doing, and DCR and Mr. Chase had no issues with him. (Mr. Chase noted that they met three times with DCR). Mr. Meola said that DEP told him he could go ahead with his work, and if he wants to cut down some pine trees which were 25 feet from the building for safety purposes, he can do that because they are not in the primary aquifer zone. Mr. Meola then said that he received a Cease and Desist Order again from Mr. Tignor, and he reiterated that DCR and DEP gave him permission and he had wattles per DEP, and claimed that he did everything he was supposed to do; he stopped work but did not understand what he was supposed to have done wrong. He added that he put in the wattles anyway, per Mr. Chase, more than what DEP had asked him to install. Next, Mr. Meola said that the Fire Chief came to the ice cream shop property because he received a complaint regarding work on the emergency access road mentioned before. Mr. Meola explained that over the years the road was for emergency access and that his family cleaned it up to keep it open; he pointed out the asphalt that was there on the property map. He said that the Fire Chief had no issues, and he said that Mr. Meola could use the road for his vehicle if he needed to but had to check out the complaint anyway. Mr. Meola summarized that he consulted with Mr. Chase, DCR, DEP, the Fire Department, the Building Inspector and received two Cease and Desist Orders, and added that he is going through money and is not able to finish something that he said that he obtained permission for before he started it as his family has lived in town for many years and he knows what they need to do. He hopes that, with the board doing a walk-through of the property, he could move forward and get approval from the Town to continue.

Mr. Chase responded that the board will do a site walk, and will obtain letters from DCR and DEP with their findings. Mr. Meola commented that he thought that the residents that complained just did not want anyone doing anything even if it is not on their property. He noted that there are still over 100 trees on their shared lot line. He explained to Ms. Eaton that there are 100 trees at the lot line (he described his building, the lot line, and the Gates Brook buildings), and he reiterated that he bought the apartments at 256 Worcester Street from his parents in September of 2022 and mentioned that they had been there over 50 years. He explained where the residents are located who made complaints on a diagram of the site, he showed their driveway and where it goes and showed the property line. He noted that it was all flagged before anything was done. He also pointed out where trees were coming into the service road and blocking it. He described that he cut trees there and opened up the road again for access. He said that nothing is going in there, and it is cleaned up; he opined that the residents came out when they saw trucks doing that work and they started to complain to the Town and then Cease and Desist Orders started. (Mr. Chase and Ms. Eaton showed Mr. Meola where the trees were, and Mr. Meola asserted that most of it is still there except where they were going into the road. Mr. Meola said that

he cleared some trees and brush on his property, and Mr. Chase said that there is no Town bylaw prohibiting that). Mr. Chase said that they will guess on the property line when they walk the site because the flags are down, and agreed that the trees might have been just a few feet on the neighbors' property but they were small trees. In response to Mr. Chase, Mr. Meola replied that he left trees there too. Mr. Chase added that he wants to be fair to both parties; they are having both sides come in and talk and the board is getting physical information on the site walk.

Mr. Eaton asked Mr. Meola about a conversation with the residents in February with him and Mr. Chase, stating that Mr. Meola acknowledged the extent of the damages and agreed to pay them \$5,000 towards re-planting and landscaping? Mr. Meola replied that he agreed to pay them \$5,000 as a good neighbor, but claimed that he never admitted damages. Mr. Chase responded to Ms. Eaton that he told Mr. Meola to just fix it, but then the cost went up to \$24,000, and Mr. Meola said that he would not do anything. Mr. Chase added that DCR and DEP agreed with him and Mr. Meola as long as no stumps are removed, which Mr. Chase explained would affect stability. Mr. Meola responded to Ms. Eaton that he only planned to clean up the road, and he thought that the residents think that something is going to be done at 256 Worcester Street. He also thought that the residents were upset that their view changed and they did not want the access road opened; he said he was not sure what was bothering them but claimed that they were hostile and he thought it was best to stay away from them. Mr. Meola added that the tree removal person ended up leaving the job as he did not want to be involved in the disagreement.

Mr. Chase then mentioned to Mr. Meola that the drain was clogged below. Mr. Meola asserted that, for years, drainage from the aforementioned church drained through the base of the driveway area of the condos. Mr. Chase noted that the condo driveway is a right-of-way for the church and the church has a sand pit out in back and no parking lot, and he opined that dirt may be coming from there. Mr. Chase did not want to prejudice anyone but wants to see it. Mr. Meola continued, that in addition to these things, the heaviest rainfall on record was in June of this year, and he asserted that there was no runoff and everything works perfectly, and that the water was clear. He claimed that he was not land clearing, but was more like removing a few trees blocking the driveway which he opined were of high risk to his tenants at 256. He added that he was trying to do a good thing. Mr. Chase responded that a letter with the Town's position will eventually be written. Mr. Meola continued that he respects his neighbors and that he could have cut down more but did not, only what was necessary to clear the access road. Mr. Haarmann then said that he drove up to 256, on a dirt road (Mr. Meola said that was the access road and Mr. Meola verified where the access road is located on a map). He said that asphalt was there in prior years, and it had always been an access road. He verified for Mr. Haarmann which apartments belonged to him and what was 250 on the map also. Mr. Meola added that the property is open to the sun, which he opined dries it out. He thought that the residents probably were upset because they did not want to see anything there and wanted to remain isolated, and opined again that he did everything by the book. Mr. Haarmann asked Mr. Chase, doesn't a Cease and Desist Order have to cite something? Mr. Chase replied that they need a letter. Mr. Chase replied to David Femia (Clerk of ZBA, who was in the audience) that there is no bylaw in Town that states that a property owner cannot do what Mr. Meola did.

After discussing with the board, Mr. Chase told Mr. Meola that they will plan now to visit the site on Thursday, October 19, if weather permits, but they will talk about it further. Mr. Chase responded to Mr. Femia that once the board makes its decision they will obtain letters from DCR, DEP, the Building Inspector and Fire Department and give them to the Town Administrator for a decision going to both parties.

With no further discussion taking place, Ms. Eaton made a motion to adjourn the meeting at 5:42 p.m. Mr. Haarmann seconded. All in favor.

Submitted by: _____

Reviewed by: _____

Date submitted: _____

