

**WATER** | from page 1

“That’s logical, because without water, fire trucks are nice pieces of equipment that sit there and look nice, but they can’t do anything.”

“What we do here in the District is, we have a good solid cooperation with the Fire Department,” LaVallie said. “They let us know what they need, and we try to give them everything we can, as far as water.”

LaVallie said that only town legislature could create or combine districts, and added that, with the exception of Palmer, the districts have been collaborating for over a decade. He described John Sasur,

then the Water Superintendent in Three Rivers, speaking with the villages and saying, “we all know where we’re going, we should work together.”

The water districts overcame any uncertainty they had about collaboration, according to LaVallie, and they ended up saving money for the residents. Approximately eight years ago, LaVallie said that a strategic study was done on the town’s water, and the villages have been collaborating ever since.

“District One didn’t participate,” LaVallie said, referring to Palmer.

“We hired an engineering firm to come in, and we had them look

at all three districts,” LaVallie said. “To tell us where our shortfalls were, to tell us where we needed to improve, and [suggest] an organizational structure that might work.”

The big problem that the study identified was the Bondsville water tank, which LaVallie described as “a concern” ever since it was built in 1908. About two weeks ago, a leaking valve was discovered that required the whole tank to be flushed so it could be repaired and refilled.

“We’re repairing it right now so that we can get some usage out of it, temporarily,” LaVallie said. “We’re actively seeking funds for a new tank right now, but it’s going to

be about \$8 million.”

The current problems with the tank mostly affect its pressure as it pumps water throughout the districts.

“We decided to come down with a list of strategic priorities for the three districts,” LaVallie said. “The first priority we came up with was that we needed to put in a connecting line with Three Rivers, a fully-functional line. We have kind of a half-baked one over in Thorndike, but that’s not enough.”

In order to fund this line, the Bondsville Water District got a loan of \$2.6 million from the United States Department of Agriculture, which will allow them to put a 12-

inch water main along Route 181.

Solving Palmer’s issues with water quality and distribution will not be an easy fix. LaVallie said that there is a “rule of unintended consequences” that needs to be considered.

“John [Sasur] was the initiator of all this, and he had a great vision,” LaVallie said. “We all took it up, and it’s working—slowly. Nothing happens that quick, and we don’t want it to, because of the rule of unintended consequence.”

LaVallie said that the process has been about working slowly, figuring out how the Districts can cooperate, and then working together for the good of the town.

“You just have to look at your system and understand it,” LaVallie said. “Know its strengths and its weaknesses, and then you have to keep your strengths going and work on your weaknesses. It’s a continuous process.”

One of the things that the Water District is particularly proud of is its quick response time. Those who live in Bondsville and have a problem with water may call the Department at 413-284-1627, or send an email to [bfwd3174@comcast.net](mailto:bfwd3174@comcast.net).

“That’s what we’re here for,” LaVallie said. “And that really works out well, because we can get right on it and fix it.”

# Public Notices

**Town of Monson Planning Board LEGAL NOTICE**

In accordance with MGL Chapter 40A the Monson Planning Board will hold a Public Hearing **Tuesday, October 17, 2023, at 7:10 PM** in the Select Board meeting room at the Town Administration Building, 110 Main Street, Monson. The applicant is seeking a Special Permit for a Common Access Driveway as provided by Section 6.21 of the Monson Zoning Bylaws. The properties are located at 25 Bradway Road, Map 018, Parcel 003F and 27 Bradway road Map 018, Parcel 003G Zoned Rural Residential. Both properties are held in common ownership, owned by Julvyette Rodriguez and Xavier Cody. A copy of the plan is available for viewing in the Planning Board office during regular office hours

Craig Sweitzer, Chairman  
Monson Planning Board  
09/28, 10/05/2023

**(SEAL) COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT 23 SM 003607 ORDER OF NOTICE TO:**

Lynn Chicoine  
a/k/a Lynn Rutkowski  
and to all persons entitled to the benefit of the Servicemembers Civil Relief Act: 50 U.S.C. c. 50 § 3901 (et seq):

Citizens Bank, N.A. f/k/a RBS Citizens, N.A. claiming to have an interest in a Mortgage covering real property in Monson, numbered 37 Waid Road, given by Lynn Chicoine a/k/a Lynn Rutkowski to RBS Citizens, N.A., dated October 27, 2014, and recorded at Hampden County Registry of Deeds in Book 20502, Page 248, as affected by Loan Modification Agreement dated May 2, 2018 and recorded at said Registry in Book 22261, Page 293 has/ have filed with this court a complaint for determination of Defendant/s/Defendants’ Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at **Three Pemberton Square, Boston, MA 02108** on or before **November 6, 2023** or you may lose the opportunity to challenge the foreclosure on the grounds of noncompliance with the Act.

Witness, **GORDON H. PIPER**, Chief Justice of said Court on **September 25, 2023**.

Attest:  
**Deborah J. Patterson**  
Recorder  
10/05/2023

**Commonwealth of Massachusetts The Trial Court Hampden Probate and Family Court 50 State Street Springfield, MA 01103 (413)748-7758 Docket No. HD23PI993EA Estate of: Bernard L Dupuis Also known as: Bernard Lucius Dupuis Date of Death: 04/06/2023 CITATION ON PETITION FOR FORMAL**

**ADJUDICATION**

To all interested persons: A Petition for **Formal Probate of Will with Appointment of Personal Representative** has been filed by **Bernard C Dupuis a/k/a Christopher Dupuis of Becket, MA and Taylor Dupuis of North Brookfield, MA** requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: **Bernard C Dupuis a/k/a Christopher Dupuis of Becket, MA and Taylor Dupuis of North Brookfield, MA** be appointed as Personal Representative(s) of said estate to serve **Without Surety** on the bond in **unsupervised administration**.

**IMPORTANT NOTICE**  
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: **10:00 a.m. on the return day of 10/23/2023**.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

**UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)**  
A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. **Barbara M Hyland**, First Justice of this Court.  
Date: September 25, 2023  
**Rosemary A. Saccomani**  
Register of Probate  
10/05/2023

**TOWN OF PALMER NOTICE OF PUBLIC HEARING**

The Palmer Town Council will hold a public hearing **Monday, October 16, 2023, at the Palmer Town Building, 4417 Main Street, Thorndike, Palmer, MA at 6:30pm**. Amending the Palmer Zoning Ordinance Article XXIV, Section 171-124 Marijuana Establishments and Registered Dispensaries to raise the number from three allowed to operate to four. Anyone interested in being heard should appear at the time and place so designated.  
09/28, 10/05/2023

**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**

By virtue of and in execution of the Power of Sale contained in a certain Open – End Mortgage dated March 29, 2013, given by Krystine A. O’Connor to Farm Credit East, ACA, and recorded in the Hampden County

Registry of Deeds in Book 19750, Page 325, covering property known as and located at 121 Haynes Hill Road, Brimfield, Massachusetts, of which mortgage the undersigned is the present holder (the “Mortgagee” or “Mortgage Holder”) for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at public auction taking place on the premises of **121 Haynes Hill Road, Brimfield, Massachusetts on Tuesday, October 31, 2023 commencing at 11:00 AM**, all and singular the premises described in said Mortgage (the “Mortgaged Premises”), to wit:

The land in Brimfield, Hampden County, Massachusetts, being more particularly bound and described as follows:

Beginning at an iron pin in the easterly line of Haynes Hill Road in the town of Brimfield, Hampden County, Massachusetts, said iron pin being located at the northwesterly corner of the premises herein described, and being also at a corner of land now or formerly of Andrew W. and Kathryn V. Gondek as the same is described in a deed dated 18 July 1962, recorded in the Hampden County Registry of Deeds in Book 2891, Page 412;

Thence running S. 71 degrees 30’42” E. a distance of 235.67 feet along a stone wall and along land of said Gondek to an iron pin;

Thence running S. 72 degrees 45’56” E. a distance of 577.97 feet along a stone wall and along land of said Gondek to an iron pin;

Thence running S. 72 degrees 22’38” E. a distance of 821.31 feet along a stone wall and along land of said Gondek to an iron pin at land now or formerly of the Town of Brimfield, known as the Brimfield Town Farm;

Thence running S. 10 degrees 17’40” W. a distance of 710.74 feet along an old fence line and with land of said Brimfield Town Farm to a ten inch oak tree at a corner of land now or formerly of Lyman Stanton as the same is described in a deed dated 23 June 1956 recorded in the Hampden County Registry of Deeds in Book 2740, Page 368.

Thence running N. 68 degrees 17’08” W. a distance of 1695.68 feet along the easterly line of Haynes Hill Road to an iron pipe;

Thence running N. 16 degrees 00’36” E. a distance of 334.50 feet continuing along the easterly line of Haynes Hill Road to the place if beginning, containing a calculated area of 24.549 acres of land, more or less; being the same premises described in a deed recorded in the Hampden County Registry of Deeds in Book 3339, Page 78.

Being the same premises conveyed to Philip P. Welz and Fiona M. Welz by Deed of Antonio J. Batista and M. Constance Batista, dated May 26, 2004 and recorded at the Hampden County Registry of Deeds at Book 14204, Page 468. See also deed dated 1-28-2013 in Book 19657, Page 348.

Excepting therefrom the parcel described in a deed from said Antonio J. Batista and M. Constance Batista to Florence Henderson, recorded in said Hampden County Registry of Deeds in Book 10383, Page 251 and more accurately bounded and described as follows:

The land in Brimfield, Hampden County, Massachusetts, being more particularly bound and described as follows:

Beginning at the iron pin in the easterly side of Haynes Hill Road, said from pin located at the Northwesterly corner of the premises herein conveyed and the southwesterly corner of other land of Grantor.

Thence S. 68 degrees 12’45” E. a distance of 275.00 feet to an iron pin;

Thence S. 20 degrees 03’20” W. a distance of 271.49 feet to an iron pin;

Thence N. 68 degrees 19’ W. a distance of 250.00 feet to an iron pin;

Thence N. 12 degrees 44’30” E. along the easterly side of Haynes Hill Road, a distance of 99.45’ to a point;

Thence N. 16 degrees 00’35” E. along the easterly side of Haynes Hill Road, a distance of 174.50 feet to the point of beginning.

Meaning and intending to convey Lot 2 containing 1,648 acres as shown on “Plan of land in Brimfield, Mass., surveyed for Antonio J. and M. Constance Batista,” Kenneth Sherman, Engineer. Said Plan recorded at Hampden County Registry of Deeds in Plan Book 279, Page 53; and

Also excepting therefrom, the land bounded and described as follows: Being “Lot 1” on said plan recorded at Hampden County Registry of Deeds in Book 279, Page 53.

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

**TERMS OF SALE:** The Mortgaged Premises will be sold subject to the terms set forth above and as hereinafter provided. Twenty thousand (\$20,000.00) dollars must be tendered in cash, certified check, bank treasurer’s or cashier’s check at the time and place of the sale in order to qualify as a bidder to be held by the Mortgagee’s attorney, Jonathan R. Goldsmith, Esq., Goldsmith, Katz & Argenio, P.C., 1350 Main Street, Suite 1505, Springfield, MA 01103 (“Escrow Agent”). The successful bidder will also be required to deposit a sum equal to ten (10%) percent of the successful bid (less the \$20,000.00 deposit) with the Escrow Agent within

five (5) days of the date of the sale. The balance of the purchase price, plus a Buyer’s Premium equal to five (5%) percent of the successful bid amount, shall be paid in cash, certified check, bank treasurer’s or cashier’s check at the closing, which shall occur within thirty (30) days after the date of the foreclosure sale, time being of the essence, unless the Mortgagee agrees otherwise in writing.

The deposit tendered by the highest bidder shall be held as earnest money by the Escrow Agent which, at the option of the Mortgagee, shall serve as liquidated damages for any default by the successful bidder. Upon payment of the balance of the purchase price and the Buyer’s Premium, the respective foreclosure deed will be released to the successful bidder, whereupon the obligations of the parties shall be deemed to be properly fulfilled and discharged. Each successful bidder shall be required to sign a Memorandum of Sale containing the within terms at each of the Public Auctions.

In the event that any successful bidder at the public auction shall default in purchasing the within described property according to the terms of this Notice of Mortgagee’s Sale of Real Estate and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves the right, at its election, to sell that parcel of the Mortgaged Premises by foreclosure deed to the second highest bidder at the public auction provided that: (i) said second highest bidder shall deposit with the Escrow Agent, the amount of the required deposit as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder; (ii) the second highest bidder shall execute a Memorandum of Sale; and (iii) title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice, time being of the essence unless the Mortgagee agrees otherwise in writing. The terms of sale shall be the same as described above.

Other Terms, if any, to be announced at the time and place of the sale.

**FARM CREDIT EAST, ACA,**  
Present Holder of said Mortgage,  
By its attorney,

Jonathan R. Goldsmith, Esq.  
Goldsmith, Katz & Argenio, P.C.  
1350 Main Street, Suite 1505  
Springfield, MA 01103  
Tel. (413) 747-0700  
10/05, 10/12, 10/19/2023

**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**

Premises:  
11 Christine Street, Palmer, MA 01069

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Randall E Paxton to Mortgage Electronic Registration Systems, Inc., as Mortgagee, as nominee for First Federal Savings Bank of Boston, and now held by **U.S. Bank National Association**, said mortgage dated September 12, 2014 and recorded in the Hampden County Registry of Deeds in Book 20424, Page 171, as affected by a Loan Modification dated June 7, 2016 and recorded in the Hampden County Registry of Deeds in Book 21287, Page 50; as affected by an Affidavit dated March 2, 2023 and recorded in the Hampden County Registry of Deeds in Book 24927, Page 586; said mortgage was assigned from Mortgage Electronic Registration Systems, Inc., as Nominee for First Federal Savings Bank of Boston to U.S. Bank National Association by assignment dated September 18, 2015 and recorded with said Registry of Deeds in Book 20876, Page 399; for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at **Public Auction on November 7, 2023 at 01:00 PM** Local Time upon the premises, all and singular the premises described in said mortgage, to wit:

*The following real property situate on the Southerly side of proposed street, known as “Christine Street” Town of Palmer, Hampden County, Massachusetts, bounded and described as follows:*

*Beginning at an iron pipe which is located S. 78 degrees 06 minutes E. a distance of four hundred thirty-six (436) feet from an iron pin in the Easterly line of Flynt Road and at the Northwesterly corner of the land formerly of Albert L’Heureux, now believed to be of Stephen Stoneberger, all as shown on “Plan of Land in Palmer, Mass. owned by Charles T. Carter, dated*

*August, 1957, Theodore P. Drazek, R.L.S.” recorded with the Hampden County Registry of Deeds, Book of Plans 70, Page 28; thence running S. 78 degrees 06 minutes E. a distance of one hundred fifty (150) feet to an iron pin; thence turning and running N. 18 degrees 54 minutes E one hundred fifty and no/100 (150) feet to an iron pin in the Southerly terminus of a proposed street known as “Christine Street” thence turning and running N. 78 degrees 06 minutes W along the line of said proposed street one hundred fifty and no/100 (150) feet to an iron pin; thence turning and running S. 18 degrees 54 minutes W. along land of Charles Carter et al one hundred fifty and no/100 (150) feet, more or less to the place of beginning.*

*Together with the right in common with the Grantors and other, to use the proposed street, as shown on said plan for all purposes of travel.*

*Being the same premises conveyed to Randall E. Paxton from Nathan J. Smith, Jr. by deed dated 9/12/2014 and recorded on 9/12/2014 in the Register of Deed for Hampden County, Massachusetts in Deed Instrument 42258 Deed Book: 20424, Page: 168*

*Also known as: 11 Christine St., Palmer, Massachusetts 01069*

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

For Mortgagee’s Title see deed dated September 12, 2014 and recorded in the Hampden County Registry of Deeds in Book 20424, Page 168.

**TERMS OF SALE:** Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

**FIVE THOUSAND (\$5,000.00) Dollars** of the purchase price must be paid in cash, certified check, bank treasurer’s or cashier’s check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer’s or cashier’s check within thirty (30) days after the date of sale.

**Other terms to be announced at the sale.**

**Brock & Scott, PLLC**  
1080 Main Street, Suite 200  
Pawtucket, RI 02860  
Attorney for U.S. Bank National Association  
Present Holder of the Mortgage  
(401) 217-8701  
09/21, 09/28, 10/05/2023

**Commonwealth of Massachusetts The Trial Court Probate and Family Court Department Hampden Division Docket No. HD08P184334CV1 NOTICE OF TRUSTEE'S ACCOUNT**

To all persons interested in the estate of **ROBERT L SHAW** of Palmer, Hampden County, MA, a protected person.

You are hereby notified pursuant to Mass. R. Civ. P. Rule 72 that the **Thirty-fourth and Final** Account(s) inclusive of T.D. Bank, N.A and Benjamin F. Shaw, Trustees under a written instrument for the benefit of said **ROBERT L SHAW** have been presented to said Court for allowance.

If you desire to preserve your right to file an objection to said account(s), you or your attorney must file a written appearance in said court at Springfield on or before the **26th day of October, 2023**, the return day of this citation. You may upon written request by registered or certified mail to the fiduciary, or to the attorney for the fiduciary, obtain without cost a copy of said accounts. If you desire to object to any item of said accounts, you must, in addition to filing a written appearance as aforesaid, file within thirty days after said return day or within such other time as the Court upon motion may order a written statement of each such item together with the grounds for each objection thereto, a copy to be served upon the fiduciary pursuant to Mass R. Civ. P. Rule 5.

Witness, Hon. **Barbara M. Hyland**, First Justice of said Court at Springfield this 21st day of September.

**Rosemary A. Saccomani**  
Register of Probate  
10/05/2023

**TOWN OF PALMER NOTICE OF PUBLIC HEARING**

The Palmer Town Council will hold a Public Hearing on **Monday October 16, 2023, at the Palmer Town Building, 4417 Main Street (Thorndike), Palmer, MA at 6:30pm**. That the Town appropriate the amount of two million dollars (\$2,000,000) for the purpose of paying costs of designing and reconstructing wastewater treatment plant roof and four pump house roofs. Anyone interested in being heard should appear at the time and place so designated.  
Palmer Town Council.  
09/28, 10/05/2023

**LEGAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE**  
By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Dennis E. Wentworth, Jr. to Bank of America, N.A., dated February 26, 2010 and recorded in Hampden County Registry of Deeds in Book 18203, Page 169 (the “Mortgage”) of which mortgage U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust is the present holder by Assignment from Bank of America, N.A. to U.S. Bank Trust National Association, not in its Individual Capacity but Solely as Owner Trustee for RCF 2 Acquisition Trust dated December 23, 2022 and recorded at said Registry of Deeds in Book 24876, Page 264, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 37 Wales Road, Holland, MA 01521 will be sold at a Public Auction at **12:00 PM on October 26, 2023**, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

The land in Holland, Hampden County, Massachusetts, with the buildings thereon, situated on the southerly side of Wales Road, more particularly bounded and described as follows:

**BEGINNING** at the northwesterly corner thereof

at an iron pin on the southerly line of Wales Road distant 138 feet easterly of a stake and stones marking the northwesterly corner of land now or formerly of Elmer R. Daigle et ux, at the intersection of Wales Road and Bennett Lane;

**THENCE** easterly along the southerly line of Wales Road, 110 feet to an iron pin at said Daigle land;

**THENCE** by said Daigle land: southerly at right angles to the southerly line of Wales Road 200 feet to an iron pin; westerly on a line parallel to the southerly line of Wales Road 110 feet to an iron pin; and northerly 200 feet to the point of beginning.

Being the same premises conveyed to the Mortgagee by Deed of Michael R. Ray and recorded immediately prior hereto.

For mortgagor’s title see deed recorded with the Hampden County Registry of Deeds in Book 18203, Page 167.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

**Terms of the Sale:** Cashier’s or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable by certified check in thirty (30) days from the date of the sale at the offices of mortgagee’s attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

**Other terms to be announced at the sale.**

U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust

Korde & Associates, P.C.  
900 Chelmsford Street  
Suite 3102  
Lowell, MA 01851  
(978) 256-1500  
Wentworth Jr, Dennis E.  
23-042935  
09/28, 10/05, 10/12/2023

**Please check the accuracy of your legal notice prior to submission (i.e., date, time, spelling). Also, be sure the requested publication date coincides with the purpose of the notice, or as the law demands. Thank you.**