

MIDDLETON BOARD OF SELECTMEN

MEETING AGENDA

TUESDAY, AUGUST 18, 2020

7:00 PM

This meeting is being recorded

Due to the state of emergency in Massachusetts due to the COVID-19 outbreak, this meeting will be held via ZOOM, an internet based meeting space. It is the intent that the virtual meeting space will be made accessible to the public; however, if this is not possible despite best efforts, the full and complete transcript of the meeting will be posted on the Town's website as soon as practicable upon the conclusion of the proceedings. To join the meeting, go to

<https://us02web.zoom.us/j/85098595718?pwd=UFYwMkM2eUVIYmdMbU1yd1poQTBGUT09>

Meeting ID: 850 9859 5718

Passcode: 067298

One tap mobile

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1. 7:00 PM Warrant: #2104
Minutes: Open Session: July 28, 2020
Town Administrator updates and reports
2. 7:15 PM Public Comment Period
3. 7:20 PM Joint session with the members of the Middleton Planning Board to appoint Alternate Planning Board members for a term of 1 year rates
4. 7:30 PM Review and vote on the application for transfer of license from Interstate Management Company LLC to Merritt Boston North Operator LL regarding the operation and management of the Double Tree Hotel at 51 Village Road, Kevin Varr and Steve Mobley
5. 7:40 PM Update from Town Clerk Ilene Twiss on the September 1 State Primary Election
6. 7:50 PM Review and vote on the option to purchase a deed restricted affordable housing unit at 57 Peaslee Circle
7. 8:00 PM Vote to authorize the Treasurer-Collector to refund 2008 Library bonds to take advantage of lower interest rates
8. 8:10 PM Update on Police Chief search process
9. 8:20 PM Update on new Transfer Station sticker system
10. 8:30 PM Update on installation of temporary traffic control devices on Lake Street
11. 8:40 PM Continue discussion of a date for a Fall Special Town Meeting; no vote will be sought
12. 8:50 PM Vote to accept the following donations and grants:
 - Fire Department: Student Awareness of Fire Safety (SAFE) Grant in the amount of \$3,965 and Senior Safe Grant in the amount of \$2,348
 - Council on Aging: Donation from Erik Dalen in the amount \$1,000
13. 9:00 PM New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed

Town of Middleton
Summary of Weekly Bills Payable and Payroll Warrants
Office of the Town Accountant

Warrant Date: 08/13/20

Warrant Number: #2104

Payroll Warrant Total: \$ 545,352

<u>Department</u>	<u>Amount</u>	<u>Detail of Expenses</u>
Board of Health	\$9,585	
COA	\$8,710	
Election	\$0	
Electric Light	\$63,573	\$ Overtime; \$ Call Out
Fire	\$73,043	\$22,957 Overtime; \$14,776 Part time
Inspections	\$9,950	
Library	\$14,814	
Memorial Hall	\$40,332	
Planning	\$3,807	
Police	\$63,993	\$3,365 Overtime; \$1,868 Reserves
Police Details	\$19,541	
Public Works	\$34,038	\$0 Snow; \$3,331 Overtime
Recreation	\$0	
Senior Work Off	\$0	
School	\$201,351	
Teacher Balloon Pay	\$0	
Town Officers	\$2,617	

Bills Payable Warrant Total: \$ 1,221,404

<u>Department/Expense Category</u>	<u>Amount</u>	<u>Detail of Expenses</u>
All Payroll Deductions	\$66,554	
Administrator	\$16,524	\$7,481 Tri Town Council Services; \$3,667 Attorney Fees
Accounting	\$0	
Assessor	\$0	
Clerk	\$8,651	\$7,674 General Code
Cultural Council	\$0	
COA	\$1,117	Various Expenses <i>complete Streets</i>
DPW	\$50,394	\$16,897 Police Details; \$14,490 Street Striping
Fire	\$19,618	\$7,064 Equipment Repair; \$2,032 Electricity
Health Director / IT	\$227	Various Expenses
Historical Comm.	\$0	
Inspections	\$320	
Library	\$0	
MELD	\$110,580	\$38,804 Purchase Power
Planning	\$0	
Police	\$12,376	\$5,320 IT Related; \$1,226 Electricity
Recreation	\$0	
School	\$93,680	\$54,017 IT Related; \$15,889 Tuition
Treasurer	\$838,356	\$832,778 Debt Payment
Veterans' Agent	\$3,007	Veterans Aid

MEETING MINUTES
BOARD OF SELECTMEN
Tuesday, July 28, 2020 7:00 PM
This meeting is being recorded

NOTE: Due to the state of emergency in Massachusetts due to the COVID-19 outbreak, this meeting will be held via ZOOM, an internet-based meeting space. It is the intent that the virtual meeting space will be made accessible to the public; however, if this is not possible despite best efforts, the full and complete transcript of the meeting will be posted on the Town's website as soon as practicable upon the conclusion of the proceedings.

Present: Chair Rick Kassiotis, Tim Houten, Brian Cresta, Kosta Prentakis, Todd Moreschi

Absent: None

Others Attending: Town Administrator Andy Sheehan, Assistant Town Administrator Tanya Shallop, Minutes Secretary Judi Stickney, Paul Pellicelli, Town Clerk Ilene Twiss, Town Moderator Barbara Piselli, Brenda LaFrance, Karen McCafferty, Nancy Jones, Maria Paikos-Hantzis, Police Chief James DiGianvittorio, Doug LeColst, Karen Bar-Or, Jeff Garber, John Stanfield, Glenn Osgood, Carolyn MacPherson, Scott Morrison, Kenneth LeColst, Jill Mann, Eldy Bar-Or, Kevin Varr, Susan Harsh, Ben Panunzio, Mike Givens

7:05 PM With a quorum present, Chair Rick Kassiotis called the meeting to order.

Announcement:

Rail Trail Fundraising Drive: Chair Kassiotis announced that there will be post cards going out this week to raise funds for the Rail Trail.

ROUTINES

- **Warrants Approval:** Town Administrator Andy Sheehan provided a brief review of Warrant #2028: Payroll: \$55,924, Bills Payable: \$308,761, and Warrant #2102: Payroll: \$475,800, Bills Payable: \$589,184, Warrant #2103: Payroll: \$515,241, Bills Payable: \$862,006, noting that the Town Accountant had reviewed the warrants and requested the Board's approval. The Board took the following action:

On a **MOTION** made by **Prentakis**, second by **Houten**, the Board of Selectmen **VOTED** unanimously by roll call vote to approve the warrants as presented.

- **Minutes:** After a brief review of available minutes, the Board took the following action:
On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to approve the minutes of June 30, 2020.
- **Town Administrator's Report:** Town Administrator Andy Sheehan provided information and updates on the following:
 - **Chapter 90 Funding:** Sheehan advised that the State legislation passed Chapter 90 authorization for current FY21. Initially, it was reported that there was a likelihood that we would see an increase in Chapter 90 money. Mostly due to COVID, there was not an increase

in Chapter 90 approval. It remains at \$200M, which is the amount it's been at for the past several years.

- **Maple/Liberty Street Reconstruction:** Sheehan advised that construction is ongoing. Work is going on from 7AM-5PM most days, with police details on site at all times. They are still expected to wrap up around Labor Day.
- **Travel Order for Massachusetts:** Sheehan advised that visitors to the State, and residents returning to the State from out of state travel, particularly from hot spots in the country, are required to fill out a form and quarantine for two weeks and produce a negative test. Violations are punishable by a fine of up to \$200 and it goes into effect August 1st.
- **COVID Update:** Sheehan advised that there has been a good trend in Middleton's COVID cases in the last month and a half. The good results are due to the plans in place to fight the virus.
- **Debt Refinancing:** Sheehan advised the Board that Treasurer-Collector Belinda Young and CFO Sarah Wood are exploring refinancing some older debt. The 2008 library bond is a likely candidate. He will be talking with the Treasurer-Collector and CFO and will have an update at the next meeting, probably with a request to issue bonds to refund older exempt debt.
- **Chief DiGianvittorio's Retirement:** Sheehan reported to the Board that Chief James DiGianvittorio has sent official notification to the Board that he is planning to retire. Sheehan added that he will be soliciting proposals from search firms to assist with finding a successor.
- **August 25th Meeting:** Sheehan suggested that the meeting scheduled for August 25th be moved to August 18th, to cut down on the lag between meetings and to move the meeting further away from the Labor Day weekend. He will follow up with the Board members.

7:17 PM Public Comment Period:

Doug LeColst: Confirming that we will be able to speak during upcoming agenda items. Yes

Chief DiGi's Retirement: Selectman Chair Kassiotis, speaking on behalf of the Board and the Town and as a member of the Middleton Police Department, expressed his thanks to the Chief for his many years of service to the Town of Middleton.

7:18 PM Joint Session With Members of the Middleton Planning Board to Appoint Alternate

Planning Board Members for a Term of 1 year: The Chair asked if there was anyone present who was interested in volunteering as an Alternate on the Planning Board. No one indicated they were interested. A brief discussion ensued on how to move forward with appointing two alternate members. The Town Administrator advised that Anthony DiGregorio is interested, but he couldn't make it to the meeting tonight. The Board of Selectmen could appoint him and defer appointment of a second Alternate until someone comes forward to volunteer.

On a **MOTION** made by **Prentakis**, second by **Houten**, the Board of Selectmen **VOTED** unanimously by roll call vote, including a vote from Planning Board member Jeff Garber, to appoint Anthony DiGregorio as a Planning Board Alternate for a term through June 30, 2020.

On a **MOTION** made by **Cresta**, second by **Houten**, the Board of Selectmen **VOTED** unanimously by roll call vote, including a vote from Planning Board member Jeff Garber, to defer appointment of a second Alternate until there is someone interested in serving.

7:27 PM Joint Session with Members of the Middleton Housing Authority to Fill a Vacant Term on the Housing Authority Due to a Failure to Elect: The Chair asked if there was anyone interested in filling this position. Housing Authority member Ilene Twiss advised that Arthur Berardino expressed interest in the position and requested that he be appointed. After a brief discussion, the Boards jointly took the following action:

On a **MOTION** made by **Twiss**, second by **Paikos-Hantzis**, the Board of Selectmen and Housing Authority (Ilene Twiss, Karen McCafferty, Doug LeColst, Maria Paikos-Hantzis) **VOTED** unanimously by roll call vote to appoint Arthur Berardino to fill the vacant 5-year term on the Housing Authority, said appointment valid until the 2021 Annual Election.

7:30 PM Discussion and Update of Public-School Reopening Plans: Selectman Prentakis (also a member of the Masconomet School Committee) provided a brief update on what Masconomet is doing to reopen the school in the fall. The school district has three options for reopening the schools in the fall: 1) all students attend classes in school; 2) all students learn remotely, and, 3) a hybrid model, with some in school and some remote. Prentakis advised that there are many people involved in the plans to reopen schools, including teacher unions, State groups, health departments, doctors, school committees, etc. The Masco School Committee is meeting Wednesday, August 5th, to get an update on where the plans stand. He added that Masconomet's graduation is planned for Saturday at 9AM, outside, with limited attendance.

Tri-Town School Superintendent Scott Morrison added to the discussion, noting that the guidance from the State is coming in at various times, making it difficult to make definitive plans at any given time. Morrison provided slides for meeting attendees to view as he made his brief presentation on the State's guidelines for reopening. A lengthy discussion ensued on issues that will need to be overcome before schools can reopen, as well as funding for additional buses, disinfecting, and other issues. The Town Administrator advised there will be some funding from the CARES Act and provided additional information on additional funding mechanisms that may be made available. He added that we'll do what we can whether it's through CARES Act funding or local funding.

7:55 PM Review and Vote on Proposed Inter-Municipal Agreement for Partial Funding of a School Resource Officer: The Chair recused himself from this discussion, as he is a member of the Police Department.

Selectmen Cresta assumed the chair and facilitated the discussion, noting that this was a proposed Inter-Municipal Agreement for partial funding of a School Resource Officer, between the Masconomet Regional School District and the towns of Middleton, Boxford, and Topsfield and the respective Chiefs of Police. Selectmen Prentakis, also a member of the Masconomet School Committee, advised that Boxford has been sending an officer on a regular basis, and Middleton has also been sending officers over, serving as a School Resource Officer. He added that there are a few issues that need to be ironed out with the agreement. He suggested that this be a one-year agreement. Chief DiGi advised this program has been going on for years and the chiefs have had an agreement in place. This agreement provides for reimbursement to the Town for the officer. He feels it is an opportunity for the Town and he recommended it be adopted. Prentakis felt that a one-year term was appropriate and suggested the Town

Administrators could work on a revised agreement in the next few months. After a lengthy discussion, the Board took the following action:

On a **MOTION** made by **Prentakis**, second by **Moreschi**, the Board of Selectmen **VOTED** Unanimously by roll call vote to approve the agreement as a one-year agreement with the following changes:

- Eliminating the final sentence in section II
- Modifying section IV to limit the term to FY21 and eliminating the 12 month notice to opt out
- Under section VII, Costs, eliminating the final sentence

This puts us on record as supporting the program and supporting it for the FY21 year and asking the Town Administrator to contact other Town Administrators to address the points that we discussed and provide an updated agreement for the Board to sign.

Kassiotis returned to the meeting.

8:06 PM Review and Vote on the Application for Transfer of License: Selectman Chair Kassiotis advised this was a transfer of license from Interstate Management Company LLC to Merritt Boston North Operator LL regarding the operation and management of the Double Tree Hotel at 51 Village Road. The property manager, Kevin Varr, advised that the property was closed in March due to COVID 19 and reopened on May 18th. The Town Administrator advised that the formal application came in a couple of weeks ago. Selectmen Cresta strongly expressed his concern that the Town is always the last to be informed of management changes. He added that the last time this happened, the Board was assured that they would be notified immediately and that did not happen. He suggested that this not be approved, adding that the Board would not approve this for any other establishment in Town. A lengthy discussion ensued on the issues with the corporation and license holders. Selectman Cresta suggested that they not vote on this tonight and requested that corporate responsibility from the parent company be invited to participate in the next meeting. Selectman Prentakis suggested that both Merritt hospitality and the property owner be present at the next meeting. Varr advised he will talk with Merritt hospitality as well as the property owners to get them to attend the next meeting. After a lengthy discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to postpone any action on this until the next meeting when representatives from the corporate entity and management company are present.

8:24 PM Review and Vote on the Application for a Class III Used Car Dealer's License: The Chair advised this was to review and vote on the application of Eldy's Automotive, Inc., Eldar Bar-Or manager of record, for a Class III Used Car Dealer's License located at 295 North Main Street. Attorney Jill Mann advised this is for the same terms as the last owner. Mann advised that Eldy owns another license for used cars and a towing service in Lynn. This is an expansion of his business to Middleton, without towing. Owner Eldy Bar-Or was in attendance and added to the discussion, providing details on his business in Lynn and what he plans to do in Middleton. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously by roll call vote to approve the application of Eldy's Automotive, Inc., Eldar Bar-Or manager of record, for a Class III Used Car Dealer's License located at 295 North Main Street.

8:31 PM Review and Vote on Common Victualler Application for The Grove Boutique & Cafe at 210A South Main Street: Susan Harsch, owner, provided the Board with information on her business, which was previously located in Manchester-by-the-Sea and at Lynnfield Market Street. A brief discussion ensued, with Selectman Cresta letting the owner know that outdoor dining might be an option. Harsch advised that she is considering outdoor dining as well. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously by roll call vote to approve the Common Victualler Application for the Grove Boutique & Café at 210A South Main Street, amending the hours to Sunday through Saturday, 9AM-7PM.

8:41 PM Discuss and Vote on Amendment to Traffic Rules: The Chair advised this is to discuss and vote on an amendment to traffic rules relative to installation of temporary traffic control devices on Lake Street. Selectman Houten provided the Board with historical information on the traffic situation on Lake Street, noting that some of the residents are concerned with the increased number of pedestrians combined with vehicles travelling at high rates of speed on Lake Street. He suggested one or two temporary speed bumps on the road. John Stanfield, a resident of Lake Street, also contributed to the discussion, noting the speeding issues, and supporting the speed bumps suggestion. Kenneth LeColst, 81 Lake Street, advised he's lived there 50 years and asked why the neighbors were not notified that there was a possibility there might be speed bumps installed. The Town Administrator advised there is no requirement to hold a hearing for temporary speed bumps. A lengthy discussion ensued on the process. Ben Panunzio, also of Lake Street, provided additional information on the speeding issues on Lake Street. Chief DiGi advised there is a new lighted sign board on order that can be installed in that area. Tracy LeColst, 81 Lake Street, expressed her concern with the proposed placement of the speed bumps, as well as the lack of speed limit signs. Mike Givens, a resident of 53 Lake Street, expressed his agreement with the speed bumps, noting that there are many young children on (and in) the street. Nancy Jones expressed her concern with the Board setting a bad precedent with installing the speed bumps. She felt there were other methods, such as signage, that would be better. John Stanfield noted that there are no sidewalks on Lake Street, so everyone walks in the street. Doug LeColst, 2 Wennerberg Road and Captain of the Fire Department, added that he is opposed to the speed bumps. It slows response time to emergencies. After discussion, Brian Cresta asked the Town Administrator if this could be reviewed by the Transportation Task Force. Sheehan said the task force will look at all the options and report back to the Board with recommendations. Chief DiGi advised they had a student intern who completed an inventory of all speed signs which was delivered to the DPW this past week. The Town Administrator advised that the task force will get on this as soon as possible and report back to the Board. After discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously by roll call vote to refer this to the Transportation Task Force.

9:20 PM Review and Vote on Proposed Amendments to Various Fees and Charges: The Town Administrator explained that this is done every few years to ensure that their fees are appropriate, adding that it's been four years since the last update. Sheehan provided the Board with a list of current fees to view as he made his brief presentation. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously by roll call vote to increase the fees according to the list.

9:24 PM Review and Vote on Proposed Changes to Ambulance Charges: The Town Administrator provided the Board with information on the Fire Chief's proposed changes to the ambulance charges. Selectman Cresta expressed his concern of overburdening the residents with possibly unnecessary increased fees and suggested hiring a consultant to help set appropriate fees. The Town Administrator suggested that a consultant's analysis of fees could be added to the list of his goals for the coming year. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Prentakis**, second by **Houten**, the Board of Selectmen **VOTED** unanimously by roll call vote to adopt the proposed changes to the ambulance fees.

9:32 PM Discuss a Date for a Special Town Meeting and Vote to Open the Warrant: The Town Administrator advised that after talking with the Town Clerk and the Town Moderator, they initially decided to consider September 22nd. But it has become less likely that there will be a State budget in place by that time. He added that it may be premature to vote on a September Town Meeting at this time. He is not asking the Board to vote on opening the Warrant at this time. After discussion, the Board did not take any action.

9:42 PM Vote to Renew Licenses: The Town Administrator advised this was to vote to renew two seasonal all alcohol restaurant licenses; two Common Victualler licenses; and, two entertainment licenses, for SD Management Group LLC at the Member's Lounge and Halfway House Snack Bar at 8-10 Village Road, Ronald Rice, Manager. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Prentakis**, the Board of Selectmen **VOTED** by roll call vote (**Houten abstained**) to approve the to renew two seasonal all alcohol restaurant licenses; two Common Victualler licenses; and, two entertainment licenses, for SD Management Group LLC at the Member's Lounge and Halfway House Snack Bar at 8-10 Village Road, Ronald Rice, Manager.

9:44 PM Discuss and Vote on Reopening of Thunder Bridge Beach: The Town Administrator advised that the Board of Health has recommended the reopening of Thunder Bridge Beach, contingent upon satisfactory water quality testing. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Prentakis**, the Board of Selectmen **VOTED** (4-1: Kassiotis: NO) by roll call vote to approve the reopening of Thunder Bridge Beach, contingent upon satisfactory water quality testing, and if social distancing becomes a problem, the beach could be closed by the Chair.

9:47 PM Vote to accept the following donations and grants:

- Middleton Food Pantry, \$600 from the Rotary Foundation
- Middleton Food Pantry, \$500 from Susan Muzichuk

- **Council on Aging, \$5,000 grant from Elder Services of Merrimack Valley to provide nutrition and outreach services during COVID-19**

After a very brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to accept with thanks the donations to the Middleton Food Pantry and the donation to the Council on Aging.

9:48 PM New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed:

Rail Trail Fundraiser: Selectman Chair Kassiotis reminded everyone about the Rail Trail Fundraiser, noting that they have been given designation as a 501C3 Tax Deductible organization.

9:49 PM ADJOURN

With no further business, on a **MOTION** made by Cresta, the Board of Selectmen's meeting of July 28th, 2020 adjourned at 9:49 PM.

Upcoming Meetings:

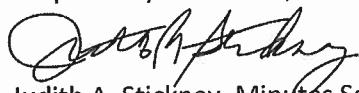
June 24: Annual Town Meeting

June 30: Regular BOS meeting

July 14 & 28: Regular BOS meeting

August 11 & 25: Regular BOS meeting

Respectfully submitted,



Judith A. Stickney, Minutes Secretary

Todd Moreschi, BOS Clerk

Documents either distributed to the Board of Selectmen before the meeting in a packet or at the meeting:

- Agenda: July 28, 2020
- Warrant:
 - 2028: Payroll: \$55,924, Bills Payable: \$308,761
 - 2102: Payroll: \$475,800, Bills Payable: \$589,184
- Minutes:
 - June 30, 2020
- MIDDLETON BOARD OF SELECTMEN: NOTICE OF JOINT SESSIONS TO FILL VACANT POSITIONS
TUESDAY, JULY 28, 2020, 7:00 PM

- ANNUAL TOWN ELECTION JUNE 20, 2020 UNOFFICIAL RESULTS
- Letter and accompanying materials from Blue Bonnet Consulting to Town Administrator, Re: DoubleTree by Hilton Boston North Shore, 51 Village Road, Danvers, MA 01923, 7/9/20
- Letter and accompanying materials from Mann & Mann PC to Board of Selectmen, Re: Class III Used Car Dealer's License/295 North Main Street, 7/6/20
- Common Victualler/General License Application: The Grove Boutique & Café, 210A South Main Street, Middleton, MA 01949, 07/02/20
- Memo from Town Administrator to Board of Selectmen, Re: Revisions to Various Fees and Charges, 7/28/20
- Letter from Fire Chief to Board of Selectmen, Re: Proposed Ambulance Rate Changes, 7/28/20
- SEASONAL ALCOHOLIC BEVERAGE LICENSE RENEWAL FORM FOR 2020: Halfway House Snack Bar at Ferncroft Country Club
- SEASONAL ALCOHOLIC BEVERAGE LICENSE RENEWAL FORM FOR 2020: Member's Lounge at Ferncroft Country Club
- Letter from COA Director to Board of Selectmen, Re: Middleton Food Pantry Donation / The Rotary Foundation, 6/29/20
- Letter from COA Director to Board of Selectmen, Re: Middleton Food Pantry Donation / Susan Muzichuk, 7/7/20
- Memorandum of Agreement Between Elder Services of the Merrimack Valley, Inc. And Middleton Council on Aging
- Letter from SESD to Town Administrator, Re: Management Leadership Change, 7/7/20
- Letter from Keep Massachusetts Beautiful to Board of Selectmen, Re: Trash & Recycling Educational Materials, 6/18/20
- Letter from SEB Housing to Town Administrator, Re: Affordable Housing Lottery, Michael Landing, Lynnfield, 6/16/20

Application for a Transfer of License

With Applicant's Statement

A



*The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc*

APPLICATION FOR A TRANSFER OF LICENSE

Municipality Middleton

1. TRANSACTION INFORMATION

Transfer of License
 Alteration of Premises
 Change of Location
 Management/Operating Agreement

Pledge of Inventory
 Pledge of License
 Pledge of Stock
 Other

Change of Class
 Change of Category
 Change of License Type
 (\$12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

This is a transfer of the current liquor license for the DoubleTree Middleton, located at 51 Village Road and includes alcohol to be served to the "Coco Key Indoor Water Resort." The new licensee will be Merritt Boston North Operator, LLC.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	\$12 Hotel	All Alcoholic Beverages	Annual

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number	00014-HT-0704	FEIN	85-1320419
Entity Name	Merritt Boston North Operator LLC		
DBA	DoubleTree Boston North Shore	Manager of Record	Joseph William Dadiego
Street Address	51 Village Road		
Phone	978-777-2500	Email	
Add'l Phone		Website	www.hilton.com/en/hotels/bosnsdt

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

DoubleTree Boston North Shore is an eight (8) story hotel, with ballroom, dining room, lounge, and water park facility located at 51 Village Road.

See attached details and floor plan.

Total Sq. Footage	see attached	Seating Capacity	see attached	Occupancy Number	see attached
Number of Entrances	see attached	Number of Exits	see attached	Number of Floors	see attached

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	Interstate Management Company, LLC		By what means is the license being transferred?	Gift	
List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.					
Name of Principal	Title/Position		Percentage of Ownership		
Carrie Shannon McIntyre	President and Chief Financial Officer		0%		
Name of Principal	Title/Position		Percentage of Ownership		
Erica Hilary Hagerman	Executive Vice President and Secretary		0%		
Name of Principal	Title/Position		Percentage of Ownership		
Gregory James Moundas	Vice President		0%		
Name of Principal	Title/Position		Percentage of Ownership		
Karen Louise Kovach	Vice President		0%		
Name of Principal	Title/Position		Percentage of Ownership		
Interstate Operating Company, LP	Managing Member		99%		

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
 - On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;
 - Off Premises(Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Theodore Darnall	637 Valley Road, New Canaan, CT 06851	527-70-9887	11/07/1957
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
President	0	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Stephen Mendell	143 Bear's Club Drive, Jupiter, FL 33477	040-52-2004	11/28/1958
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Vice President, Treasurer	0	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Anthony Rutledge	530 Main Street North, Southbury, CT 06488	117-70-6421	12/30/1971
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Vice President, Secretary	0	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Merritt Hospitality, LLC			
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Sole Member	100%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Attachment

Question 5. Current Officers, Stock or Ownership Interest

Name of Principal	Title	Percentage Ownership
Interstate Hotels & Resorts, Inc.	Managing Member	1.0%

ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Merritt Hospitality LLC

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

100%

Name of Principal

Theodore Darnall

Residential Address

637 Valley Road, New Canaan, CT 06851

SSN

527-70-9887

DOB

11/07/1957

Title and or Position

President

Percentage of Ownership

0

Director/ LLC Manager US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Stephen Mendell

Residential Address

143 Bear's Club Drive, Jupiter, FL 33477

SSN

040-52-2004

DOB

11/28/1958

Title and or Position

Vice President, Treasurer

Percentage of Ownership

0

Director/ LLC Manager US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Anthony Rutledge

Residential Address

530 Main Street North, Southbury, CT 06488

SSN

117-70-6421

DOB

12/30/1971

Title and or Position

Vice President, Secretary

Percentage of Ownership

0

Director/ LLC Manager US Citizen

Yes No

MA Resident

Yes No

Name of Principal

HEI Hospitality

Residential Address

SSN

DOB

Title and or Position

Managing Member

Percentage of Ownership

99.9%

Director/ LLC Manager US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Gary Michael Mendell

Residential Address

SSN

DOB

02/12/1957

Title and or Position

Member

Percentage of Ownership

.1%

Director/ LLC Manager US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

Yes No

MA Resident

Yes No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	

Additional pages attached?

Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
The individuals serve as officers/ managers	on numerous entities	that hold liquor licenses at hotels	and resorts across the U.S.

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	
The individuals previously served as officers / managers on multiple	entities that previously held liquor		
licenses at properties across the US that are no longer part of the	company's portfolio.		

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	03/05/2020
State of Incorporation	Delaware	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

See Attached Occupancy Certificate

Landlord Name 50 Ferncroft (Boston) ESONG LLC

Landlord Phone 213-880-5033

Landlord Email Michael.tan@usocg.com

Landlord Address 350 S Grand Ave., Suite 3310, Los Angeles, CA 90071

Lease Beginning Date n/a

Rent per Month n/a

Lease Ending Date n/a

Rent per Year n/a

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name: Steve Mobley	Phone: 972-354-6468
Title: Consultant	Email: smobley@bluebonnetconsulting.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other* (Please specify)	0
D. Total Cost	0

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs)."

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	0

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
n/a			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN
Residential Address
Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition
N/A			

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

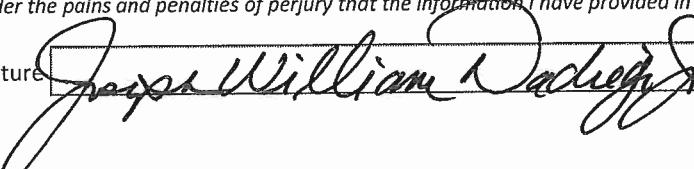
Start Date	End Date	Position	Employer	Supervisor Name
02/2019		General Manager	Le Meridien Cambridge	Ryan O'Heir
01/2018	02/2019	General Manager	Westin Portland Harborview	Guido Kerpel
08/2013	01/2018	General Manager	Dedham Hilton	Kim Green

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary, utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature 

Date

APPLICANT'S STATEMENT

I, Anthony Rutledge the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Merritt Boston North Operator LLC

Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

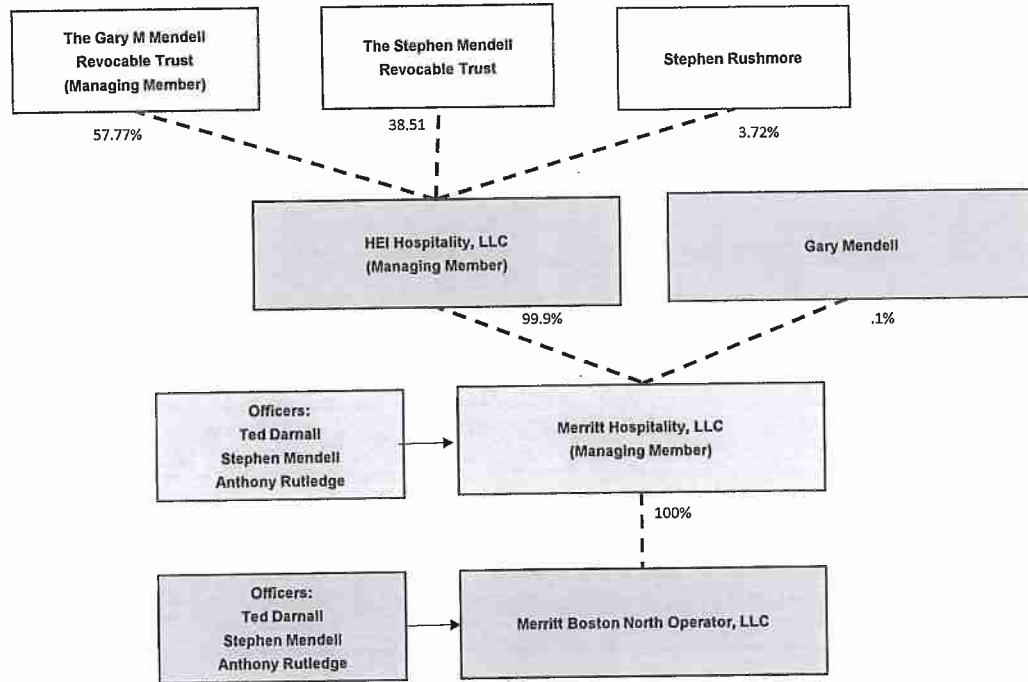
3/31/2020

Title:

Via Email

Merritt Boston North Operator, LLC

OWNERSHIP STRUCTURE



2020 Early Voting



5.

September 1st State Primary Election
The first choice you'll make is which day to
vote.



You can **EARLY VOTE** from
August 22nd – August 28th
Saturday from 2:00 PM – 6:00 PM
Sunday from 9:00 AM – 1:00 PM
Monday, Wednesday & Thursday,
9:30AM - 3:30PM
Tuesday from 9:30AM - 5:30 PM
Friday from 9:30AM - 12:30PM

VOTE

At the **Fuller Meadow School Gymnasium**
located at **143 South Main Street, Middleton**
Voting is now more convenient than ever and on
YOUR schedule

Questions: Please call us! **978-774-6927**; we're here to help!

Email: townclerk@middletonma.gov

57 Peasee Circle
Middleton, MA 01949

L.

Board of Selectmen
Middleton Town Hall
48 S. Main St.
Middleton, MA 01949

July 20, 2020

This is to advise you of my intent to sell my deed restricted home, located at 57 Peasee Circle, Middleton, MA 01949, per DPO's request to notify you.

Please advise on what the steps are to move forward with this and who will handle my resale request.

I have a buyer for the property who shares quality, if that is a possibility.

Sincerely,

Darlene A. Grande

Andrew Sheehan

From: Hayashi, Rieko (OCD) <rieko.hayashi@state.ma.us>
Sent: Wednesday, August 12, 2020 2:32 PM
To: Darlene Grande
Cc: Andrew Sheehan
Subject: RE: resale process

Hi Darlene:

I am in receipt of your notice of intent to sell, deed rider and property information form.

Based on the information you provided and the formula in your deed rider, the new price will be calculated as follows:

1.62 (resale multiplier) x \$119,000 (Area median income) = \$192,780 (price to you).

Added to this price will be a 2% resale fee, making the price to the new buyer \$196,636.

Let me know if you have any questions.

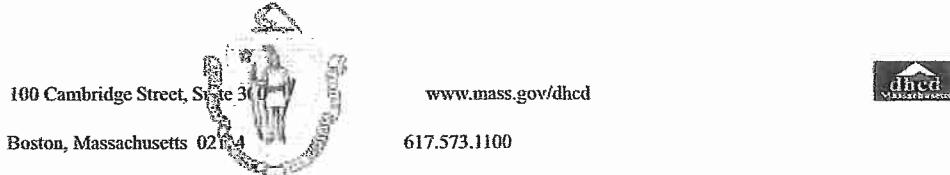
Thanks,

Rieko



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor • Karyn E. Polito, Lt. Governor • Janelle L. Chan, Undersecretary



SELLING YOUR LOCAL INITIATIVE PROGRAM HOME

Dear Local Initiative Program (LIP) Homeowner:

The following is a summary on how to sell your home under the LIP program. *We wish to emphasize that before you may begin the process of selling your LIP unit, your town/city and the Department of Housing and Community Development (DHCD) must review your written request to sell, and issue a written response.*

To begin the review process, please mail the following information to both your town/city and DHCD:

- ◊ **Written notice of your intent to sell (Conveyance Notice).** Your written notice should include your name, the property address and a phone number where you can be reached during the day.
- ◊ **A copy of the Deed Rider** for your LIP Mortgage. If you did not keep a copy, you can obtain one at your local Registry of Deeds.
- ◊ **A clear color photograph** of the exterior of your LIP unit for posting on the DHCD Affordable Units for Sale web page.
- ◊ **A copy of the completed Property Information Form** (attached).

The above documents should be mailed to the following address:

The Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Division of Housing Development – LIP Program

Please contact your town or city hall for information on who will handle your resale request.
You may inquire at the Board of Selectmen's office, the Housing Authority or the
Planning
Department.

MAXIMUM RESALE PRICE

After receiving the Conveyance Notice, DHCD will send a written response to you stating the price for which you may sell your home. This price is called the **Maximum Resale Price**, and is determined based on the formula in your Deed Rider. The maximum resale price of your home is calculated by multiplying the appropriate current median income by the maximum resale price multiplier factor listed in the deed rider.

For a period of 90 days, the local community and DHCD reserve the right to restrict the sale of the home to a buyer who is income-eligible under the LIP program. If an eligible buyer is located, but is unable to secure financing within the 90-day period, DHCD has an additional 60 days to locate another eligible buyer.

MARKETING THE UNIT

During the 90-day period, the local community will market the unit to its list of eligible buyers. For communities that do not maintain such a list, DHCD will assign a resale agent for marketing and qualifying applicants.

DHCD will post information about your property on its "Units For Sale" web page as well.

THE NEW BUYER

The new buyer must be income eligible under the LIP program. The local community or resale agent will verify eligibility. When the buyer's eligibility has been verified and has been approved for financing, both the seller and the buyer should retain legal counsel and sign a purchase and sale agreement. DHCD must receive a copy of the purchase and sale agreement, and the loan commitment for the buyer, in order to prepare the closing documents.

If an eligible buyer is not located during the 90-day period (or subsequent 60-day period), you may sell your home to an ineligible buyer, although preference must be given to a household earning between 80% and 120% of area median income. The price to the ineligible buyer is the Maximum Resale Price.

The new buyer must sign a deed rider identical in form and substance to the seller's deed rider, and they are subject to the same rights and restrictions.

For more information, please contact Rieko Hayashi of DHCD's Division of Housing Development at 617- 573-1426 or rieko.hayashi@mass.gov

RESALE PROPERTY INFORMATION FORM

Please complete this form and return with your letter of intent to sell

Seller

Name: Darlene Grande

Address:

57 Peaslee Circle, Middleton, MA 01949

Phone:

Day: 978.766.4378 Evening:

Some

Email:

mayfair195@icloud.com

Primary

Contact:

Phone:

Day: _____

Evening: _____

Seller's

Attorney: will advise later

Name of

Development: Riverview Park

of Units/Homes in Development: 6-48? Size of Home: 1200 sq. ft. Age of Home: 5 yrs

Style of Home: (Check One)

Single Family Condominium/Association Fee, if applicable: \$301⁰⁰ per month

Town Home Estimated Annual Taxes: \$2388.00 per year

Detached Condominium Town Water Septic System

Garden Style Condominium

Condo

INCREASE FOR
ASSESSMENT SOON

Association:

Gemini Property Management LLC

Contact

Name:

Anthony Castiglione

Address:

89 W. Main St. Merrimac, MA 01860

Phone:

Day:

978 346-8900

Evening: _____

About the Unit: # of Bedrooms: One Two Three

of Bathrooms: 1 1½ 2 2½

Garage: Yes, # of cars 1 or 2 (circle one) No

Basement: Yes No

Heat (check one): Gas Electric Oil Forced Hot Air Forced Hot Water

Appliances included in home sale:

Refrigerator Yes No - Not Sure

Stove/Oven Yes No - Not Sure

Microwave Yes No - Not Sure

Dishwasher Yes No - Not Sure - I purchased

Garbage Disposal Yes No - Not Sure

Washer/Dryer Yes No - Not Sure

Central Air Conditioning: Yes No

* Hard Wood Floors: Yes partial No

Please list any other applicable description of the unit:

* Vinyl plank floors from entrance to dining room, including kitchen & guest bathroom. Fireplace, jetted tub were additions by owner. Carpeting for rest of home has loft + den on secnd level Storm door added @ my expense

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 200_____. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [] Massachusetts Housing Finance Agency ("MassHousing"), [] the Massachusetts Department of Housing and Community Development ("DHCD") [] the Municipality; and [] _____, dated _____ and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and
- (iii) subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

Tellall

Clay

Br.

WHEREAS, DHCD (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is _____.



Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing

expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] percent (____%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase.

T. Deak

AJ

and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent, provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale

agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and

restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such

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time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

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(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

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(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

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(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence





that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

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Monitoring Agent[s]

(1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Suite 300
Boston, MA 02114

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein, the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in

accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 200__.

Grantor:

Owner:

By _____

By _____

COMMONWEALTH OF MASSACHUSETTS

County, ss.

On this _____ day of _____, 200_____, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

County, ss.

On this _____ day of _____, 200_____, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____

Notary Public
My commission expires:

T. Deane

Chas. S.

9.

TRANSFER STATION STICKER ONLINE OR MAIL-IN SALES ONLY

**Due to COVID-19, stickers will no longer
be sold at Town Hall**

Stickers will be available for purchase
online or via mail starting 8/31/2020

EFFECTIVE 10/1/2020

New pricing schedule:

1 st Transfer station sticker	\$125.00
Additional sticker for car in same household	\$ 25.00
Recycle sticker	\$ 25.00
Electronic item sticker	\$ 25.00
Bulk Item Sticker	\$ 25.00

Car must be registered in Middleton to obtain stickers.

Go to the Town of Middleton web page and click on pay
my bill on homepage to find link. Credit card or ACH
payment accepted. Stickers will be mailed to you with-in 7
business days.

<https://unipaygold.unibank.com/transactioninfo.aspx>

Middleton Transfer Station Rules and Regulations

The Transfer Station is open Wednesdays, Saturdays and Sundays from 8:00 a.m. until 4:00 p.m.

Transfer Station Stickers

- Transfer Station stickers cost \$125 for the first car in the household, and \$25 per each additional car in the same household.
- Transfer Station stickers are available ONLY to owners of vehicles registered in Middleton.
- Stickers may be purchased online at the Town of Middleton website, or it can be purchased via regular mail (form is available on www.middletonma.gov) This requires a copy of the registration of the car that the sticker will be affixed to.
- The Transfer Station Sticker is **only** valid for the vehicle it was issued.
- Stickers must be permanently attached to the vehicle front window in the lower left corner in such a way as to be easily visible to the attendant. Stickers **may not** be taped to the window or laminated and kept in the vehicle. If you need to transfer the sticker to a different vehicle, you must remove the sticker from the old vehicle and bring it and your new registration to the Treasurer's Office for a replacement sticker.
- The attendant may stop a vehicle any time to confirm that the registration on the sticker matches the registration on the vehicle.
- Only residential refuse generated with the Town of Middleton will be accepted at the Transfer Station.
- The attendant has the right to randomly inspect loads in a reasonable and responsible manner and turn away any material that seems to be obviously commercial or contain hazardous or other unacceptable material. The attendant may also turn away loads that seem too large to come from a single residence.
- Any individual who accidentally or intentionally creates litter will have the responsibility of cleaning it up.
- All trash **must** be bagged.

Electronics Disposal

Electronics (televisions, computer monitors, computer equipment, microwaves, etc.) may be disposed of at the Transfer station for an additional fee of \$25.00 per item. Residents may purchase an Electronics Sticker which should be affixed to each individual item. These stickers can be purchased online at the Town of Middleton website or via regular mail. The item may then be brought to the Transfer Station and given to the station attendant for disposal.

Bulk Item Disposal

Bulk Items (furniture, mattresses) may be disposed of at the Transfer station for an additional fee of \$25.00 per item. Residents may purchase a Bulk Item sticker which should be affixed to each individual item. These stickers can be purchased online at the Town of Middleton website or via regular mail. The item may then be brought to the Transfer Station and disposed of properly, notifying attendant of sticker on item.

Examples of Bulk Item would be, but not limited to:

Sofas
Foot boards
Carpet (up to 10 rolls 4' long)

Head boards
Desks
Dressers

Recliners
Mattress/Box springs
Day beds

TRANSFER STATION STICKER SALES

Transfer Station Stickers, Recycle Stickers, Electronic Stickers and Bulk Item Stickers are available to purchase on line at the Town of Middleton website. These items are also available to purchase by mail.

They will not be sold at Town Hall.

Complete this form and submit the accompanying information via mail or drop off in the mail slot at:

Collector's Office
48 South Main St.
Middleton, MA 01949

1. A valid copy of your registration for each vehicle for which you want to purchase a sticker.
2. Complete the form below and mail it, or drop it off, with your check.
3. A check made payable to the Town of Middleton for:
 - \$125 for the first sticker
 - \$25 for each additional sticker in the same household
 - \$25 for a recycle sticker (NEW)
 - \$25 for an electronic sticker
 - \$25 a bulk item sticker (NEW)
4. Include a self-addressed, stamped envelope for the Town to mail your sticker(s).
5. We request that you provide an email address so we may contact you with future renewal notices or other information regarding the use of the Transfer Station.

Email address: _____

Please note that stickers will be mailed within 7 business days after receipt of the application and payment.

If you would like to pay and order a sticker online, please go to the Town of Middleton website.

<https://unipaygold.unibank.com/transactioninfo.aspx>

TOWN OF MIDDLETON

Date: _____

Transfer Station Sticker Application/Receipt

CIRCLE ONE:

Fee: \$125/ Additional Sticker Fee: \$25/Recycle Sticker \$25/Electronic sticker \$25.00/Bulk item 25

FOR MAIL-IN APPLICATIONS ONLY

Name: _____

Address: _____

Reg #: _____ Year: _____ Make: _____ Model: _____

Email Address:

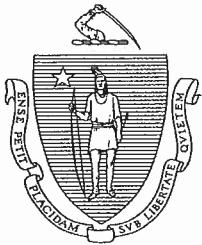
11.

TIMELINE
NOVEMBER 17, 2020
TENTATIVE FOR PLANNING PURPOSES ONLY
SPECIAL TOWN MEETING
ALL DATES ARE TENTATIVE

All dates are 2020

Sat., 8/22-Fri., 8/28	Early voting for September 1 Primary Election
Tuesday, September 8	BOS votes to open Special Town Meeting warrant
Friday, Sept. 18	Rosh Hashanah
Tuesday, September 22	BOS votes to close Special Town Meeting warrant
Weds—Sun., Sept. 23-27	ICMA Virtual Conference, Toronto; Town Administrator attending virtual sessions
Wednesday, October 14	Motions meeting: TA, CFO, Town Counsel, Town Clerk, Moderator
Sat., 10/17-Fri., 10/30	Early Voting for November 3 Presidential/State Election
Wednesday, October 21	Warrant book to printer
Monday, October 26	Target date for Constable to post Warrant
Tuesday, November 3	Presidential/State Election
Thursday, November 5	Warrant book to USPS for mailing to households
Friday, November 6, 8PM	Last day to register to vote for 11/17/20 STM
Mon/Tues, Nov. 9 or 10	Pre-Town Meeting at Flint PL OR Fuller Meadow Elementary School OR Virtually
Wednesday, November 11	Veterans' Day
Tuesday, November 17	Special Town Meeting: Howe Manning Gymnasium – tentative
Thursday, November 26	Thanksgiving

Due to early voting and the Presidential Election on November 3 it is not feasible to meet sooner than the week of November 16



The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LT. GOVERNOR

THOMAS A. TURCO, III
SECRETARY

P.O. Box 1025 ~State Road
Stow, Massachusetts 01775
(978) 567-3100 Fax: (978) 567-3121
www.mass.gov/dfs

12.

PETER J. OSTROSKY
STATE FIRE MARSHAL

January 17, 2020

Chief Thomas J. Martinuk
Middleton Fire Department
4 Lake Street
Middleton, MA 01949

Dear Chief Martinuk:

I am pleased to inform you that your FY 2020 Student Awareness of Fire Education (S.A.F.E.) and Senior SAFE grant applications have been approved for funding. The Middleton Fire Department has been awarded \$3,965.00 for your S.A.F.E. grant and \$2,348.00 for Senior SAFE.

Be sure to alert your treasurer and to check with them to ensure receipt of the funds. We expect the funds to be electronically distributed within the next few weeks.

All grantees are required to submit the FY 2019 year-end report to DFS by January 31, 2020. If there are any unexpended funds, the grantee may apply for a one-time 6-month extension, which will be part of the year-end report form. At the close of the single 6-month extension, all unexpended funds must be returned to the Commonwealth. At this time, any prior year remaining funds must be returned to the Commonwealth.

Twenty-five years ago, the Administration advocated for the creation of the S.A.F.E. Program. Since that time average annual child fire deaths have been reduced by 76%. Six years ago, the S.A.F.E. program was expanded to offer funds to local communities in support of senior fire prevention training. Seniors are the most vulnerable of populations at risk of fire related deaths. Senior SAFE is aimed at educating seniors on fire prevention, general home safety and how to be better prepared in the event of a fire. It is our hope that with this opportunity we can recreate the success with our older population that we have had with children.

I thank you for your commitment to the S.A.F.E. program and for your continuing efforts to promote fire prevention for all citizens. If you have any questions, please feel free to contact Cynthia Ouellette at (978) 567-3381 or the S.A.F.E. staff at (978) 567-3388.

Sincerely,

A handwritten signature in black ink that reads "Peter J. Ostroskey".

Peter J. Ostroskey
State Fire Marshal

OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617)725-4000



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITICO
LIEUTENANT GOVERNOR

January 17, 2020

Chief Thomas Martinuk
Middleton Fire Department
4 Lake Street
Middleton, MA 01949

Dear Chief Martinuk:

Congratulations! We are pleased to inform you that the Middleton Fire Department has been awarded \$3,965.00 for Student Awareness of Fire Education (S.A.F.E.) and \$2,348.00 for Senior SAFE grants. We look forward to working with you and your community on this public fire and life safety initiative.

Additional correspondence, including all the necessary documents needed to execute this award will be provided by the Executive Office of Public Safety and Security, Department of Fire Services within the next two weeks.

Feel free to contact Cynthia Ouellette at cynthia.ouellette@mass.gov if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Charles Baker".

Governor Charles D. Baker

A handwritten signature in black ink that reads "Karyn E. Polito".

Lt. Governor Karyn E. Polito



Council on Aging
Old Town Hall
38 Maple Street
Middleton, MA. 01949
978-777-4067
www.townofmiddleton.org

August 4, 2020

Board of Selectmen
48 South Main Street
Middleton, MA. 01949

Re: Middleton COA Donation / Erik Dalen

Please add the following donation to your agenda for acceptance by the Board of Selectmen for the Middleton Council on Aging and notify me when the check has been accepted so that it can then be deposited.

Thank you,

Jillian Smith

Jillian Smith
COA Director

A Donation has been made payable to the Town of Middleton:

Date: 07/28/20

Name: Erik Dalen

Donation: \$1,000.00

Check Number 0035935735

This donor would like to remain anonymous

Yes

XXX No

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: PAYMENT

\$1,000.00

-156/531

ERIK A DALEN
105 MILL ST
MIDDLETON, MA 01949-1008

Please Direct Any Questions To
(855) 739-0856
Payment Processing Center
P.O. Box 74618
Chicago, IL 60675-4618

0035935735

July 28, 2020

WELLS FARGO BANK, NA
01516 4605386 001528 001526 0001/0001 k001516

DOLLARS

Pay ONE THOUSAND AND 00/100

\$ *****1,000.00

TO
THE
ORDER
OF
MIDDLETON COUNCIL ON AGING
PO BOX 855
38 MAPLE ST
MIDDLETON, MA 01949-2230

01516


REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.



AUTHORIZED SIGNATURE

WARNING: THIS BORDER CONTAINS MICRO-PRINTING. DO NOT COPY IT.