

**BOARD OF SELECTMEN
MEETING AGENDA**

**Fuller Meadow School
Nathan Media Room
143 South Main Street, Middleton, MA 01949
Tuesday, June 20, 2017
7:00 PM**

This meeting is being recorded

1. 7:00 PM Board Reorganization: Election of Chairman, Vice Chairman and Clerk
Warrant
Minutes
Town Administrator
2. 7:05 PM Public Hearing: Continuation of April 11, 2017 public hearing, per Massachusetts General Law Chapter 140, Section 157, to investigate the complaints made regarding a dog domiciled at Two Bellevue Avenue
3. 7:10 PM Annual appointment of Town officials with terms expiring on June 30, 2017
4. 7:20 PM Discussion of the process to evaluate options for the provision of Town Counsel services
5. 7:30 PM Vote to accept a donation of \$1,325 from the North Shore Bank, presented by Maria Silva and Chris Pesche, to the Council on Aging
6. 7:35 PM Request for abatement of uncollectable ambulance receipts for Fiscal Year 2012, by Sarah Wood, Chief Financial Officer/Town Accountant
7. 7:40 PM Vote to designate a member of the Board of Selectmen to approve all bills, drafts, orders and payrolls provided the designated member shall make available to the board at the first meeting following such action, a record of such actions, per Chapter 218, Sections 57 and 58 (An Act to Modernize Municipal Finance and Government)
8. 7:45 PM Vote to transfer Class Two (used car dealer) License from 114 Used Car Superstore, Inc., Dennis Cassidy, manager to VBoston Associates, Inc., DBA Alliance Motor Group, Aleksey Alekseyev, manager, location 184 and 186 North Main Street, Middleton
9. 7:55 PM New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed
10. 8:00 PM Executive Session under Massachusetts General Laws Chapter 30A, Sections 21(a) 3, to discuss strategy with respect to collective bargaining or litigation with respect to firefighters, police officers, and/or others if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body; and 6, to consider the purchase, exchange, lease or value of real property with respect to land off Locust Street and other locations.

The Board reserves the right to consider items on the agenda out of order. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Board of Selectmen Meeting
April 25, 2017
7:00 p.m.
Fuller Meadow School
Nathan Media Room

Call to Order – Chairman Timothy Houten called the meeting to order at 7:05 p.m. Also present were Mr. Brian Cresta, Mr. Rick Kassiotis, Mr. Todd Moreschi, Mr. Kosta Prentakis, Town Administrator Mr. Andrew Sheehan and Assistant Town Administrator Mr. Ryan Ferrara. Chairman Houten announced that the meeting is being recorded.

Warrant – The Payroll Warrant totaled \$597,642. The Payables Warrant totaled \$924,356 and included \$10,517 for waste disposal, \$19,951 for radio upgrades for the Police Department, \$227,124 for health insurance deductions and \$276,490 for purchase of power.

Mr. Prentakis made a motion to approve the Warrants. Mr. Cresta seconded the motion and all were in favor.

Minutes – ***Mr. Prentakis made a motion to approve the regular session minutes of October 25, December 6, December 20, 2016, January 31 and April 11, 2017, Executive Session minutes of April 11, 2017 and minutes of the joint meeting of Board of Selectmen and Finance Committee of April 4, 2017. Mr. Cresta seconded the motion and all were in favor.***

Town Administrator's Report

- **Minutes** – The Board are currently up to date with the meeting minutes of previous meetings.
- **New Website** – The development of the new Town website is underway and is scheduled to go live before the end of the fiscal year. All the existing content will be migrated over to the new site.
- **Masco Music Parents** – There is a document shredding fundraiser being held on Saturday, April 29, 2017 at Masconomet parking lot from 8:30 a.m. to noon.
- **Stream Team Annual Earth Day Festival** – This event will take place on Sunday, April 30, 2017 at Creighton Pond from 12:00 noon to 3:00 p.m. There is a rain date of Sunday, May 7, 2017.
- **Rabies Vaccination Clinic** – This will take place on Wednesday, May 3, 2017 from 4:00 p.m. to 6:00 p.m. at Fuller Meadow School. There will be a charge of \$10 for both dogs and cats. If any dogs are not currently licensed, this can be completed during regular business hours at the Town Clerk's Office.
- **Patty Zingarelli** – Ms. Zingarelli has been a valuable town employee for the last thirteen years. She has recently relocated and has new employment. The vacant position is in the process of being filled along with another part-time position
- **Town Meeting** – Mr. Sheehan said on Thursday, April 20, 2017 he delivered the State of the Town Address to the Board of Trade which signifies the unofficial kick off to the spring civic season. This can be seen on Cable T.V. (PEG) and will be posted on the Town's website by the end of the week.

- **Warrant Book for the Annual Town Meeting** – The Special and Annual Town Meeting Warrant book has been sent to print and is available on the Town's website in electronic format. Copies will be delivered to mailboxes on Saturday, April 29th.
- **Pre-town Meeting** – Mr. Sheehan is hosting a pre-town meeting on Wednesday, May 3, 2017 at 7:00 p.m. at the Flint Public Library. This will be an informal walk through of the Town Meeting Warrant and will include an explanation of various articles and a Q & A session.
- **Annual Town Meeting** – This will take place on Tuesday, May 9, 2017 at Howe-Manning School at 7:30 p.m. If a second night is required, it will take place on Thursday, May 11, 2017.
- **Annual Election of Town Officer's** – This is scheduled for Monday, May 15, 2017 at the Fuller Meadow School from 7:00 a.m. to 8:00 p.m.; and will include the debt exclusion vote for the Natsue Way Recreation Project.

Update on results from Natsue Way Recreational Area invitation to bid process, bid opening scheduled for 2pm on April 25th at Memorial Hall; and, general discussion regarding next steps related to the Natsue Way Recreational Area project – Mr. Sheehan gave a brief overview of the above project. Mr. Ferrara presented a slide show with an explanation of the bids that have been received and the tax impact these will have on the residents of Middleton. The estimated total cost of the project is \$3.8M, including engineering oversight of construction and project contingency. Eight bids have been received ranging from \$3,187,500 to \$4,448,000. Due diligence is now being completed on the bidders, including references from past projects.

Discussion of the May 9, 2017 Annual Town Meeting - Mr. Sheehan addressed the Board and said according to decisions the Board made two weeks ago, there are forty five Articles on the Annual Town Meeting Warrant and four Articles on the Special Town Meeting Warrant.

- Article 1 (Special Town Meeting) - The snow and ice deficit currently stands at \$78,500. FEMA will take pay \$46,000 and the rest will be made up from free cash.
- Article 3 (Special Town Meeting) - Transfer of Veterans Aid – This is holding at \$10,000 with the right to adjust the amount nearer to the meeting to ensure there is full coverage.
- Article 4 (Special Town Meeting) - Placeholder Article in case we needed anything unexpected for a department transfer. It is expected that this will be a 'Take No Action'.
- Article 13 (Annual Town Meeting) Natsue Way - The number will be added in based on the bids received today.
- Article 16 (Annual Town Meeting) Tax Increment Financing - This Article will be 'Take No Action' as the lighting company who are moving to Middleton from Danvers will not be receiving an investment tax credit.

The Finance Committee has settled on the funding sources. These will be discussed at the pre-meeting and there will be an opportunity for questions.

New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed – Mr. Prentakis announced that on Wednesday, April 26, 2017 there will be a Start Time Advisory Committee Public Forum and Discussion in the Masconomet Auditorium.

Executive Session under Massachusetts General Laws Chapter 30A, Sections 21(a) 3, to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body; and 6, to consider the purchase, exchange, lease or value of real property.

Chairman Houten announced the Board would be going in to Executive Session under MGL Chapter 30A, Sections 21(a) 3 and 6, and would not be coming back into open session. Mr. Kassiotis using a roll call vote with the following voting in favor: Chairman Houten, Mr. Cresta, Mr. Moreschi, Mr. Prentakis, and Mr. Kassiotis.

The meeting was adjourned at 7:40 p.m.

Respectfully Submitted,

Julie Roscoe

Julie Roscoe, Recording Secretary

Rick Kassiotis, Clerk



OFFICE OF THE TOWN ADMINISTRATOR

Town of Middleton
Memorial Hall
48 South Main Street
Middleton, MA 01949-2253
978-777-3617
www.townofmiddleton.org

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February 3, 2017

Mr. Joseph Flynn
2 Bellevue Avenue
Middleton, MA 01949

RE: Nuisance/Dangerous Dog Hearing
Killian, Malamute mix
2 Bellevue Avenue, Middleton

Dear Mr. Flynn:

This correspondence is a follow up to the nuisance/dangerous dog hearing held by the Middleton Board of Selectmen held on January 31, 2017. At that hearing the Board of Selectmen voted unanimously (5-0) to declare your dog, Killian, a dangerous dog pursuant to Massachusetts General Law Chapter 140, Section 157. This is a serious finding with significant implications for you and Killian.

At the hearing the Board imposed and you committed to abiding by the following conditions:

1. Killian shall be kept inside the home until a kennel is fully constructed. Construction of the kennel shall be to the satisfaction of the Animal Control Officer;
2. Until completion of construction of the kennel whenever he is outside the house Killian shall be leashed and muzzled and fully under the control of you or a handler;
3. A kennel shall be constructed:
 - a. The kennel shall have a concrete base;
 - b. All walls/fencing shall be set in concrete to a depth of not less than 2 feet;
 - c. The kennel shall have a roof;
4. Killian shall be enrolled in a dog day care;
5. Killian shall be evaluated by a competent professional and a training regimen developed and implemented.

The Board of Selectmen will continue the dangerous dog hearing on March 14, 2017. At that time you are expected to provide an update on the construction of the kennel and other conditions described herein.

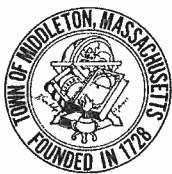
Failure to adhere to these conditions will result in further action by the Board of Selectmen, up to and including fines and euthanizing Killian.

Please contact Animal Control Officer Reed Wilson if you have any questions and to arrange for inspections of the kennel.

Sincerely,

Andrew J. Sheehan
Town Administrator

CC: Reed Wilson, Animal Control Officer
Derek Fullerton, Director of Public Health
Ilene Twiss, Town Clerk
Thomas Fallon, Town Counsel




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MEMORANDUM

TO: Board of Selectmen

FROM: Andrew J. Sheehan, Town Administrator 

SUBJ.: Town Counsel Solicitation

DATE: June 15, 2017

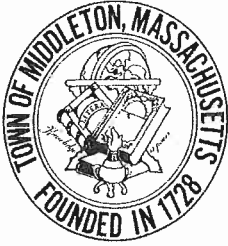
The Board previously discussed the solicitation of Town Counsel services. Legal services are exempt from the Uniform Procurement Act, Chapter 30B. However, in order to abide by the statute's spirit of openness, my office has prepared a simple request for proposals. Several communities have successfully used this approach.

After we receive proposals, I will convene a small staff-level working group to review proposals. The working group will review the proposals and narrow the field to a small number of finalists. I suggest the Board of Selectmen interview finalists and render a decision. Due to summertime scheduling challenges, I expect the entire process to take a couple of months.

Middleton has historically used a single firm to provide representation on all aspects of the law. Many communities have benefitted from having a lead counsel with separate counsel for specialty areas, such as labor and employment law or litigation. One approach is not necessarily better than the other and I mention it only to offer a potential alternate method.

Similarly, billing can be by flat fee retainer, as is the current practice, or hourly, or a combination (e.g. flat fee for general work with additional fees billed hourly for litigation or other identified "extra" services). The request for proposals allows the firms to offer creative billing approaches. In this way, we stand the best chance of identifying the method that works best for Middleton.

I look forward to discussing this in more depth and in going through this process with the Board.



TOWN OF MIDDLETON
Office of the Town Accountant

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48 South Main Street
Middleton, MA 01949
Tel: (978) 777-4966
Fax: (978) 774-3682

**Ambulance Receivable Abatement
June 2017**

We the Selectmen of the Town of Middleton authorize the Town Accountant/CFO to write off ambulance receivables that we deem as uncollectible, in the amount of \$60,482.60.

Summary of FY 2012 Activity

Fiscal Year	Net Amount Billed	Remaining Receivable	% of Remaining Receivable to Net Amount Billed
2012	\$465,686	\$60,482.60	13%

Selectpersons:

Timothy P. Houten

Kosta E. Prentakis

Brian M. Cresta

Todd Moreschi

Richard W. Kassiotis, Jr.

the 20th and 21st, as well as hosting an annual workshop on the 20th.

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This month's *Ask DLS* again features questions involving the effect of certain changes made by the Municipal Modernization Act, Chapter 218 of the Acts of 2016. A summary of the changes made by this Act can be found in the August 18, 2016 issue of *City & Town*. We have also compiled the questions answered in the Municipal Modernization Act series of *Ask DLS* for your convenience. Please let us know if you have other areas of interest or send a question to cityandtown@dor.state.ma.us. We would like to hear from you.

What change did the Municipal Modernization Act (Act) make in the procedure under MGL c. 41, sec. 52 regarding approval of warrants for the payment of payrolls and bills?

Under MGL c. 41, sec. 52, in a town, all warrants for the payment of bills and payrolls must be approved by the selectboard, unless otherwise provided by charter. The board reviews the items on the treasury warrants and may disallow and refuse to approve for payment, in whole or in part, any claim it determines is fraudulent, unlawful or excessive. Before the November 7, 2016 effective date of the Act, approval or disapproval of treasury warrant items required action by a majority of board members at an open meeting. This could sometimes result in payment delays. The Act amended the statute to allow the selectboard to designate any one of its members to approve these warrants. To use this procedure, the board must vote the designation at an open meeting and the designated member is required to report his or her actions on the warrants to the full board at the next meeting following the actions. Each member of the board remains responsible for compliance with the provisions of section 52. This new procedure is similar to the one under MGL c. 41, sec. 41, which allows a department head comprised of a multi-member board or committee to designate one of its members to make oath to departmental payrolls.

May the selectboard designate a back-up member to approve warrants under MGL c. 41, sec. 52 in the absence of the member designated by the board?

Yes. The selectboard may vote, at an open meeting, to designate one of its members as a substitute in the event of the absence or other inability of the designated member to act. However, there can only be one member designated to act for the board at any one time. Therefore, the board's vote should clearly state that the back-up may only act when the designated member is unable to do so and establish the procedure for reporting that the primary designee is unable to act (e.g., notice by a certain time to the selectboard chair, town accountant, treasurer, other designated officer).

May the selectboard designate the town manager, town administrator or other town officer or employee to approve warrants on its behalf under MGL c. 41, sec. 52?

No. The designee must be a member of the selectboard. A charter, however, could provide that this function be exercised by a town manager, town administrator or other officer. MGL c. 43B, sec. 20.

Did the Municipal Modernization Act made any changes to MGL c. 41, sec. 56 regarding the procedures required for the approval of departmental bills?

Yes. Under MGL c. 41, sec. 56, all boards, committees, department heads and officers authorized to expend money must, at least monthly, approve and transmit to the accounting officer all bills and payrolls that are chargeable to the appropriations over which they

Town of Middleton
Town Selectmen

6/6/2017

I Dennis Cassidy DBA 114 Auto Super Store Inc. have relocated and no longer need my 2 Class Auto License in Middleton. I am completely moved from the premises at 184 North Main St. Middleton Ma.

Dennis Cassidy

Witness

Sarah Yaurd
488 Lowell St.
Peabody, MA 01960
(978) 210-6706

Kenneth Menard
kenbonanza@gmail.com
561-543-8080

THE COMMONWEALTH OF MASSACHUSETTS

Town of Middleton
USED CAR DEALER'S LICENSE-CLASS II
TO BUY AND SELL SECOND HAND MOTOR VEHICLES

In accordance with the provisions of Chapter 140 of the General Laws with amends thereto **114 Used Car Superstore, Inc, Dennis Cassidy, Manager** is hereby licensed to buy and sell second-hand motor vehicles at No. 184 & 186 North Main Street on premises described as follows: **LIMIT:** Conditional to Board of Appeals Decision in 1976 on the westerly side of North Main Street. Limit: 60 vehicles at one time only and shall not extend over to any other property as shown on the plan dated September 28, 1999. No vehicles shall be displayed closer than 15' from the property line along North Main Street or approximately 45' from the center -line on North Main Street. Lighting shall be in such a manner as to cause no annoyance to the abutters or to the safety to traffic at this intersection. One building may be used as an office only and the second building to be used only as a garage for the purpose of changing light bulbs on automobiles, charge and replace batteries, change flat tires, top off all fluids, clean and polishing vehicles. The owner shall paint a white or yellow line on the pavement to delineate the front yard set back from the property/street right of way line for vehicle placement. The Licensee shall strictly comply with all provisions of the Building Commissioner's letter dated October 27, 2009 and Middleton Zoning Bylaw regarding the placement of any signs, banners or displays. Failure to do so will be cause for revocation of this license.

Hours of operation:
 Monday-Friday 8AM-7PM
 Saturday 9AM-5PM
 Sundays 10AM-5PM

December 06, 2016

Signed

THIS LICENSE EXPIRES DECEMBER 31, 2017.
THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES.

EXTRACT FROM GENERAL LAWS, CHAPTER 140

SECTION 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty nine.

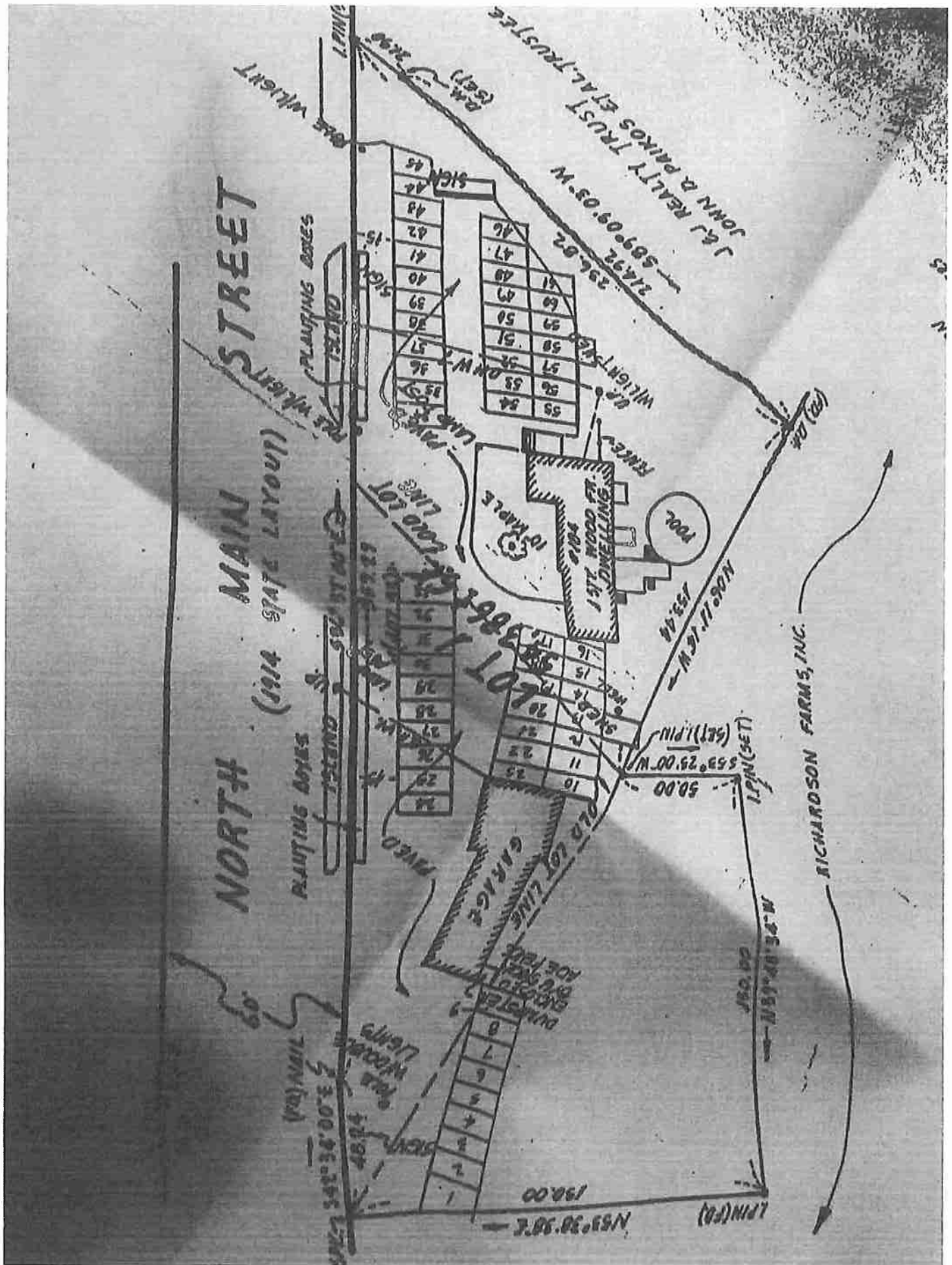
SECTION 58. Licenses granted under the following section shall be classified as follows:

Class 1. Any person, who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicle made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying and selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which shall expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed one hundred dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business; and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for additions thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight; and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, or which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made there under; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.





Town of Middleton

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To: Class Two (Used Car Dealer) License Applicants
From: Middleton Board of Selectmen, (as Class Two Licensing Authority)
Subject: Procedure and Check List for Class Two Used Car Dealer Applicants
Date: May 2013

As of March 19, 2009, used car dealers in Middleton are not permitted by the Town's Zoning Bylaws, and the Board of Selectmen, as the Licensing Authority, is not authorized to consider or grant licenses for any new locations.

For those who are seeking to obtain licenses through a lease or purchase of an existing land parcel where a non-conforming used car dealer's license is currently in place, (and where the right to hold a license has not been discontinued), the following are the minimum requirements for the application process **in the strict order** show below.

1. Obtain copies of any written decisions from the Middleton Board of Appeals demonstrating approval of the Site Plan and any Zoning Bylaw conditions made a permanent part of the use conditions of the parcel. Applicants may submit an application to the licensing Authority, (Board of Selectmen) for a Class Two License with copies of approved Site Plans and written decision attached to the application.
2. All questions on the Class Two License Application must be completely answered and the Licensing Board requires every applicant to submit to a CORI, (Criminal History Report) and background investigation, which will be conducted by the Middleton Police Department.
3. The Selectmen's Office will schedule a public hearing to review the application to determine whether the applicant is a "proper person" and that "he has available a place of business suitable for the purpose" in accordance with the provisions of Massachusetts General Laws, Chapter 140, Section 58 and 59 et al. No hearings will be scheduled until the application and submission requirements are deemed complete.
4. Should the Licensing Board vote to issue a Class Two License, applicants are required to provide a \$25,000 Bond prior to release of the license.



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Application for Class II Used Car Dealer's License

SECTION 1:

Name to Appear on the License: ALEKSEY ALEKSEYEV
Business Name (d/b/a, if different): VBOSTON ASSOCIATES, INC. D/B/A ALLIANCE MOTOR GROUP
Manager of Record: ALEKSEY ALEKSEYEV
Address of Premises: 184 N. MAIN ST. MIDDLETON MA
Phone Number of Premises: 617 444 9565

SECTION 2: Person (attorney if applicable) who can be contacted concerning this application):

Name: ALEKSEY ALEKSEYEV
Address: 17 HOLLIS ST. CAMBRIDGE MA 02140
Phone Number: 617 957 9993

SECTION 3: Give a full description of the premises to be licensed, including location of all entrances and exits: (Please attach a copy of the Site Plan Approval and written decision of the Board of Appeals)

LAND AT 184 N. MAIN ST., INCLUDING PAVED LOT AND
2 BUILDINGS. PLEASE SEE ATTACHED SITE PLAN.

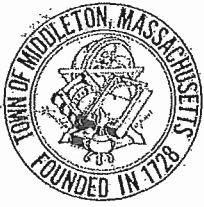
SECTION 4: Lot Capacity and Vehicle Display

Total Lot Capacity 60 + (in vehicles)
How many vehicles do you wish to display for sale? 60

SECTION 5:

Applicant is an:

<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Individual
<input type="checkbox"/> Partnership	<input type="checkbox"/> Non-Profit Corporation	<input type="checkbox"/> LLC



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SECTION 6:

If applicant is an individual or partnership – List for individual, each partner or LLC:

Full Name: _____ Home Address: _____ DOB: _____ SSN/FID: _____

Is individual or all partners United States citizens? () Yes () No

If no, specify citizenship: _____

Is individual or all partners involved at least twenty-one years old? () Yes () No

SECTION 7:

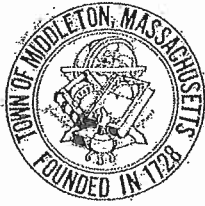
If applicant is a corporation, complete the following:

State of Incorporation: MA Date of Incorporation 1/1/2004
Fiscal Year Ends: DEC 31 Date Qualified to do business in MA: 1/1/2004

SECTION 8:

Will there be any construction, remodeling, redecorating, or building on the premises for this license?
() Yes (✓) No If yes, complete the following:

Give an exact description of the construction, remodeling, redecorating or building on the premises:



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What are the estimated costs: _____

What is the construction schedule: _____

State all sources of construction financing: _____

SECTION 9:

Do you own the premises? () Yes (☒) No If yes, please respond to the question below.

() As an individual () Jointly () Other

Name of Realty Trust: _____

Name of Corporation: _____

Other: _____

(If you do not own the premises to be licensed, provide the following information about the owner).

Name: Kenneth Menard Lessor

Address: _____ Telephone: (561) 543-8080

See letter attached

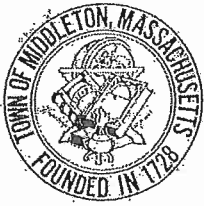
SECTION 10:

If a lease or rental, you must provide the following information:

1. Copy of Lease

2. Beginning date of Lease: 6/1/17 or ASAP End date of Lease: 6/1/18

3. Rent per month/year: 5000 / mo



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SECTION 11: OWNERSHIP INTERESTS

State the following information for all persons or entities who will have any direct or indirect beneficial or financial interest in this license:

Full Name	Home Address	DOB	SSN/FID	Phone Number
ALEKSEY ALEKSEYEV	17 HOLLIS ST CAMBRIDGE MA	9/2/79	[REDACTED]	617 957 9993

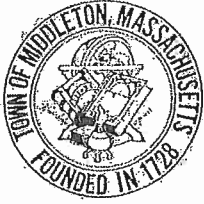
Describe all types of beneficial or financial interest each person or entity identified above will have in this license.

Person or Entity	License Name and Address	Description of Interest
ALEKSEY ALEKSEYEV	17 HOLLIS ST. CAMBRIDGE MA	OWNER OF BUSINESS

Has any person or entity named above held a license or a beneficial interest in a license issued under Chapter 149 which is not presently held? () Yes (✓) No

(If yes, provide the following for each person or entity)

Full Name	License Name And Address	Type of of License	Date Ownership Surrendered



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Has any person or entity named above ever had a license suspended, revoked or cancelled?

() Yes (✓) No

(If yes, provide the following information)

Date	License	License #	Reason why the license was suspended, revoked or celled

Has any person or entity named above ever been convicted of violating any state, federal or military law?

() Yes (✓) No

SECTION 12:

- A. Each individual applicant must sign.
- B. Applications by a partnership must be signed by a majority of the partners.
- C. Applications by a corporation must be signed by an officer authorized by a vote of the corporation Board of Directors.
- D. Applications by an association must be signed by a majority of the members of the governing body. All signatures must have answered Section 6.
- E. False information or failure to disclose are reasons to revoke a license or deny Class II Used Car Dealer License.

Signed and subscribed to under the penalty of perjury, the 15 day of MAY 2017

By: Signature of Full Name

Title:

Aleksey Alekseyev

PRESIDENT

Print Name: ALEKSEY ALEKSEYEV

Print Title: PRESIDENT



Middleton Police Department

65 North Main Street

Middleton, MA 01949

Tel: (978) 774-4424 Fax: (978) 774-4466

E-mail: chief@middletonpolice.com

James A. DiGianvittorio
Chief of Police

To: Board of Selectman

From: Chief James A. DiGianvittorio

Date: June 15, 2017

Subject: Aleksey Alekseyev

Be advised that I have conducted a check of the above-mentioned party; no information has been revealed to preclude Mr. Alekseyev from obtaining a License in the town of Middleton.

Thank You,

James A. DiGianvittorio
Chief of Police

Visit Our Website: www.middletonpolice.com

Western Surety Company

SECOND HAND MOTOR VEHICLE DEALER BOND

(Mass. Gen. Laws Ann. 140, § 58(c))

Bond No. 69574463

KNOW ALL PERSONS BY THESE PRESENTS:

Yegor Drozdov and Katerina Drozdov and Aleksey Alekseyev dba V Boston
Effective Date: August 21, 2003

That we, Associates

as Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto persons who purchase a vehicle from the Principal and who suffer loss on account of a breach of the condition of this bond described below, in the sum of not to exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

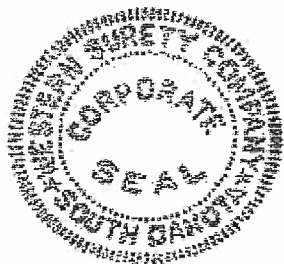
WHEREAS, the Principal is a second hand motor vehicle dealer and is required to furnish a bond or equivalent proof of financial responsibility pursuant to Mass. Gen. Laws Ann. 140, § 58(c)(1).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay the amount of actual damages, not to exceed the amount of this bond, to any person who purchases a vehicle from the Principal and who suffers loss on account of: (a) the Principal's default or nonpayment of valid bank drafts, including checks drawn by the Principal for the purchase of motor vehicles; (b) the Principal's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens, except a lien created by or expressly assumed in writing by the buyer of the vehicle; (c) the fact that the motor vehicle purchased from the Principal was a stolen vehicle; (d) the Principal's failure to disclose the vehicle's actual mileage at the time of sale; (e) the Principal's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or (f) the Principal's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the Principal had assumed the obligation to pay off the lien, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, that recovery against this bond may be made only by a person who obtains a final judgment in a court of competent jurisdiction against the Principal for an act or omission on which this bond is conditioned, if the act or omission occurred during the term of this bond. No suit may be maintained to enforce any liability on this bond unless brought within one (1) year after the event giving rise to the cause of action. This bond shall cover only those acts and omissions described above. The Surety shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against this bond or the number of years this bond remains in force.

This bond shall be continuous and may be cancelled by the Surety by giving thirty (30) days' written notice of cancellation to the municipal licensing authority at _____
by First Class U.S. Mail. Address _____

Dated this 29th day of August, 2003.



Yegor Drozdov and Katerina
Drozdov and Aleksey Alekseyev, Principal

By: _____

WESTERN SURETY COMPANY, Surety

By: Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

CNA SURETY

CNA Plaza, Chicago IL 60685-0001

Jennifer B. Schaller

Counsel

Telephone 312-822-7049

Facsimile 312-755-3737

Re: Second Hand Motor Vehicle Dealer Bond Certificate of
Continuance for Western Surety Bonds

Western Surety is an underwriting company of CNA Surety and we are contacting your office because several of our bond principals received correspondence indicating the need for a Certificate of Continuance for their Second Hand Motor Vehicle Dealer Bonds issued by Western Surety.

Western Surety's standard bond form expressly states: "This bond shall be continuous and may be cancelled by the Surety by giving (30) days' written notice of cancellation to the municipal licensing authority at (address) by First Class Mail." (emphasis added)." Since, Western Surety's bond form is continuous, it would be inappropriate for Western Surety to issue a Continuation Certificate.

The Commonwealth of Massachusetts, Registry of Motor Vehicles has reviewed Western Surety's bond form and has clearly stated that municipalities do not need to require additional evidence that the bond is in effect. (See attached letter from Attorney William McVey dated November 19, 2004).

If you have any questions, or we can be of any further assistance, please feel free to contact me at (312) 822-7049.

Sincerely,

Jennifer B. Schaller

Jennifer B. Schaller

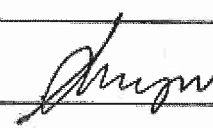
Town of Middleton, Massachusetts
Revenue Enforcement and Protection Certification (REAP)

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I hereby certify under the penalties of perjury that I to my best knowledge and belief, have filed all State tax returns and paid all state taxes required by law.

Name of Company: VBOSTON ASSOCIATES, INC. D/B/A ALLIANCE MOTOR GROUP

Address: 13 STEVEN) PL. MELROSE MA 02176


Title of Person Signing: PRESIDENT

Signature of Individual or Corporate Name: 

Printed Name of Above: ALEKSEY ALEKSEYEV

Contact Telephone Number: 617 957 9993

Date: 6/8/17

Social Security Number or Federal Identification Number: 

Email Address: alex @ alliance motorgroup . com

LEASE

1. PARTIES LESSOR, Kenneth Menard, of 470 Executive Center Drive, Unit 5A, West Palm Beach, Florida 33401, which expression shall include his heirs, successors and assigns where the context so admits, does hereby lease to

LESSEE, Aleksey Alekseyev, of 17 Hollis St. Cambridge, Ma. 02140 of which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described Premises:

2. PREMISES The land situated at 184 North Main Street, Middleton, Massachusetts, with the building located thereon, but excluding the billboard on the premises which shall remain the sole and exclusive property of the LESSOR. The LESSOR and his agents shall have a right of access to the Premises for the purposes of maintaining and repairing the billboard.

3. TERM The term of this Lease shall be for three years commencing on _____ and terminating on _____.

Provided that LESSEE is not in default of its obligations under the terms of this Lease, LESSEE shall have the option to extend this lease for four (4) periods of five (5) years each, subject to mutually agreed upon terms and conditions. Said option shall be exercised by LESSEE by giving LESSOR written notice, by certified mail return receipt requested, at least one hundred eighty (180) days prior to the expiration of the then-current term of its intention to renew, time being of the essence in giving said Notice.

The lease will start when Alexses's Second

Class Auto License is approved by the Town Of Middleton and the current tenant has vacated the premises.

4. RENT

a).The LESSEE shall pay to the LESSOR base rent for the Premises as follows:
\$5000.00 per month for the 3 year duration Of the lease.

All payments of rent shall be paid in advance and without offset or deduction on the first day of each month.

5a LAST MONTHS

Upon execution of this Lease, LESSEE shall pay to the LESSOR the sum of \$5,000.00 for first month's rent and \$5,000.00 for the last month's rent and \$5,000.00 for security deposit . Total of \$15,000.00

Aleksey gave me \$5000.00 deposit on May 1/2017, which will be counted as first Months rent.

5b

This is a Lease agreement, but if such case/ situation arises where Lessor desires to sell the above mentioned property the first right of refusal should lie with the Lessee.

6. UTILITIES

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purpose) that are furnished to the Premises and all bills for fuel furnished to a separate tank servicing the Premises exclusively. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this lease. In the

7. USE OF PREMISES The Premises shall be used for the purpose of conducting an automobile sales business. The LESSEE shall procure and maintain any local, state and federal licenses, permits and/or approvals that may be required for the operation of its business. Copies of all such licenses, permits and/or approvals shall be provided to the LESSOR within ten (10) days from the date of this Lease.
8. COMPLIANCE WITH LAWS The LESSEE acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance.
9. FIRE INSURANCE (a) The LESSEE shall not permit any use of the Premises which will make voidable any insurance on the property of which the Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.

(b) The LESSEE shall maintain with respect to the leased premises and the building of which the leased premises are a part, FIRE CASUALTY INSURANCE in the amount of \$200,000.
10. MAIN- TENANCE Subject to Paragraph 30 herein, the LESSEE agrees to maintain the Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only

excepted, and whenever necessary, to replace plate glass and other glass therein, The LESSEE shall not permit the Premises to be overloaded, damaged, stripped, or defaced nor suffer any waste. Proper maintenance of the grounds, ie; cutting lawn, eradicating weeds in hot-top & loom in front. LESSEE shall obtain written consent of LESSOR before erecting any sign on the Premises.

11. ALTER-
ATIONS
ADDITIONS The LESSEE shall not make structural alterations or additions to the Premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased Premises for labor and material furnished to LESSEE or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR, excepting equipment and trade fixtures, at the termination of occupancy as provided herein.
12. ASSIGN-
MENT The LESSEE shall not assign or sublet the whole or any part of the Premises without LESSOR's prior written consent, such written Consent not to be unreasonably withheld. Notwithstanding the foregoing and in the event that LESSEE requests permission to assign and/or sublet and LESSOR grants its written consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease. The LESSEE shall be responsible for all charges associated without any requested assignment or sublease, including reasonable attorney's fees. The Lessee may lease the Property to

an acceptable person with the written consent of the Lessor and the Town of Middleton.

13. SUBORDINATION This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.
14. LESSOR'S ACCESS The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the Premises to others at reasonable times.
15. INDEMNIFICATION (a) All costs associated with the LESSEE's entry upon the Premises at the commencement of the lease and the LESSEE's vacating the Premises upon termination of the lease or rental of the Premises shall be at the LESSEE's sole cost and expense.
- (b) The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the Premises, or by any nuisance made or suffered on the Premises. The removal of snow and ice from sidewalks bordering upon the Premises and the sanding and salting of said sidewalks shall be the LESSEE's responsibility.

16. LESSEE'S LIABILITY The LESSEE shall maintain with respect to the Premises comprehensive public liability insurance, including garage keepers insurance, in the amount of \$1,000,000.00 and property damage insurance in the amount of \$100,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein and the LESSOR shall be listed as an additional insured.
17. PARKING All vehicles are to be parked on the hot
No vehicles allowed on the grass.
18. DEFAULT AND BANKRUPTCY In the event that:
- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
 - (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
 - (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, of any assignment shall be made of LESSEE's property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such

default continues, to re-enter and take complete possession of the Premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in the instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of six (6) per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

19. NOTICE

Any notice from the LESSOR to the LESSEE relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSEE, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE at 184 North Main Street, Middleton, MA 01949. Any notice from the LESSEE to the LESSOR relating to the leased Premises or to the occupancy thereof, shall be deemed duly served if mailed to the LESSOR by requested certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at 470 Executive Center Drive, Unit 5A, West

Palm Beach, FL 33401.

20. SURRENDER The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations made to or upon the Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of the LESSEE's property from the leased, Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense or to retain same under LESSOR's control or to sell at public or private sale, removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

21. CONDITION OF PREMISES Except as may be otherwise expressly set forth herein, the LESSEE shall accept the Premises "as is" in their condition as of the commencement of the term of this lease and the LESSOR shall be obligated to perform no work what so ever in order to prepare the premised for occupancy by the LESSEE.

Except the Lessor will paint the outside of the Detail Garage and the trim of the Office Building by June 31, 2017.

22. FORCE MAJEURE In the event that the LESSOR is prevented or delayed from performing any covenant

hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefore nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the Premises or any part thereof.

23. LATE
CHARGE

If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to five (5%) percent of the delinquent amount for each month during which such delinquency continues. Such late charge shall constitute Additional Rent hereunder payable upon demand.

24. LIABILITY
OF OWNER

No owner of the property of which the Premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

25. ADDITIONAL
PROVISIONS

(a) LESSOR represents that the current tenant is in default and that upon the execution of this lease LESSOR will proceed with evicting existing tenant forthwith, time being of the essence. This lease shall be governed by and Construed in accordance with the laws Of the Commonwealth of Massachusetts.

- (b) The LESSOR and LESSEE agree that this Lease shall only become effective upon the current LESSEE vacating the Premises.

26. TRIPLE NET
LEASE:

The LESSOR and LESSEE acknowledge that the within Lease is a so called "Triple Net Lease". It is the intent of the parties that the LESSEE shall be responsible for the payment of all the expenses of operating and maintaining the Premises, including without limitation, building insurance, utilities, snow plowing, and all costs associated with repairs or replacement of the building elements of the Premises. The LESSEE shall be responsible for the payment of the real estate taxes.

27. HOLDING OVER BY LESSEE In the event that the LESSEE shall remain in the Premises after the expiration of the term of this Lease without having executed a new written lease with the LESSOR, such holding over shall not constitute a renewal or extension of this Lease, but shall be considered a tenancy at sufferance, entitling LESSOR to rent a two (2) times the monthly rate charged immediately prior to the expiration of this Lease, as well as all other remedies available at law in such situation. In the alternative, the LESSOR may elect to construe such holding over as tenancy from month to month subject to all the terms and conditions of this Lease, except as to the duration thereof, and in that event the LESSOR shall notify LESSEE in writing whereupon LESSEE shall pay monthly rent in advance at the rate provided herein as effective during the last month of the term.
28. SIGNAGE The LESSEE shall be responsible for maintaining the existing business sign on the Premises for the sale of used automobiles.
29. PERSONAL GUARANTY This Lease shall be personally guaranteed by Aleksey Alekseyev

This lease constitutes the entire, complete and exclusive understanding and agreement between the LESSOR and LESSEE and supercedes all other communications, whether oral or written, between the parties. Neither party has been induced to enter into this agreement by any statement or representation not expressly contained or set forth in this lease. This lease may not be changed or modified except by subsequent instrument in writing duly signed by LESSOR and LESSEE.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunder

set their hands and common seal this 3rd day of May, 2017.

LESSOR,

LESSEE,

Kenneth Menard
Kenneth Menard

Aleksey Alekseyev
Aleksey Alekseyev

On this 3rd day of May, 2017, before me, the undersigned notary public personally appeared Aleksey Alekseyev (name of document signer), proved to me through satisfactory evidence of identification, which were MA. Drivers License to be the person whose name is signed on the preceding or attached document in my presence.

Joan Plant (official signature and seal of notary)



On this 3rd day of May, 2017, before me, the undersigned notary public personally appeared Kenneth Menard (name of document signer), proved to me through satisfactory evidence of identification, which were FL. Drivers License to be the person whose name is signed on the preceding or attached document in my presence.

Joan Plant (official signature and seal of notary)

