

Approved with correction by  
members on June 19, 2018.

4-0-1 vote

April 10, 2018 RDA Meeting Minutes

Area #58 is video recording the meeting.

Minutes by Robert Belbin created by hand written notes and Area #58 recording.

Attendance: Will Sinclair, Savery Moore, Johanna Leighton, Robert Belbin and Area #58 videographer.

Will Sinclair opened meeting at 5:31 pm.

Contact person for Administration is Deb Dineen. Direct everything to Deb.

**Item 1.**

Sinclair: Discussion payment to Valerie (book keeper) for annual report \$325.00.

Documentation made available to members to read and discuss.

Johanna Leighton read the report to the members.

Rockland Trust contact is: Jeanine Elliot.

Robert Belbin asked about the Land in the report being Forest St? Leighton stated yes.

Savery Moore asked about what net worth means? Leighton responded: she takes the assets minus the liabilities that is the net worth.

RDA has a \$30,000 line of credit from Rockland Trust.

URP money if not used goes back to the developer.

There is an outstanding amount \$4700.00 and \$4000.00 due to the RDA from the Town of Carver. TA stated via an email to Leighton that it fell through the cracks. Leighton to remind him next June.

Leighton: Need 2 votes, one for invoice and one for approval of the report.

Sinclair asked for a motion to accept the report from Valerie Varraso.

Motion to accept the report was made by Belbin, Second by Savery Moore.

Sinclair further discussion? Sinclair stated Valerie has done an outstanding job for us and Johanna working with her. No other discussions, all in favor say AYE.

Unanimous vote in favor. Sinclair, Moore, Leighton, Belbin

Belbin made motion to pay the Bill of \$325.00 to Valerie Varraso. Seconded by Moore.

Sinclair: Motion made and seconded, discussion. No other discussions, all in favor say AYE.

Unanimous vote in favor. Sinclair, Moore, Leighton, Belbin

Leighton to give documents to Deb for the attachments.

## **Item 2**

Treasurers Report presented by Johanna Leighton.

\$75.00 Susan Hannon for minutes

Checking 1379.19

Savings 25122.75 interest 12.84

Urban Renewal Account 3614.35 Interest .26

Motion made by Moore to approve the Treasurer Report. Seconded by Belbin

Moore commented do we need to add more money to the URP? Sinclair doesn't foresee the need to add. But developer is obligated to pay those.

Unanimous vote in favor. Sinclair, Moore, Leighton, Belbin (4-0)

Bills payable:

\$75.00 for Susan Hannon

\$325.00 for Valerie Varraso.

Sinclair and Leighton to get those done.

## **Item 3**

Sinclair stated: Michael Milanoski not able to attend. Sinclair to add to next agenda.

## **Item 4**

1 and 3

Sinclair started Discussion of process for filing for forest St track. MGL go through the process. Item #5 central register. We did not know those procedures before. What we want to do. Under agreement with Brenda Tittus. Do proper steps. Century 21 contract. end July 10, 2018. We did everything except for that item. Moore stated: he sent an email to Sinclair. Sinclair state if any discussion related to Mr. Ellis he has to leave the room. Moore related the process to go out to bid. No grandfathering. Go back to Brenda until we do everything regarding the laws. Sinclair the MOU still stands. Moore to get back to Tittus after the meeting. Have Brenda terminate the contract? Is a RFP just as good as a realtor? RFP will be all sealed bids, opened, fair for anyone.

Takes Realtor out of the process. Belbin: We don't have to accept any offer. Were not gonna sell it for a loss. May not be best time to sell. Sinclair commented on the bidding of town services, and picking low one. Belbin commented to get the most money and the return on investment. Asked the question not in the K&P document that are we bound to sell the property through the RFP? We need that clarification. Leighton, Brenda Tittus may have an interested party. Nothing to do with her, A Percentage goes to her. Need to find that info Leighton asked about a penalty. Belbin asked if a penalty in contract if we pull out? She's done work for us and I don't want to, fee for service. Sinclair wants clarification on can we use a realtor? We have to talk to Kathleen O'Donnell our attorney. Moore give s options: 1. keep it on market but not act. 2. Inform Brenda and let her know whats going on and let her know if anyone comes forward to let them know the process. Moore to discuss with Brenda the situation. Find out our legal process. Belbin question Contact with the Attorney related with be by Moore.

Sinclair turned meeting over to Mr. Moore at 45:00 minutes

Moore: Only question, Mr. Ellis has had no contact with the board. Goodwill gesture to let him know a new process. Property is not available. Discussion about an appraisal. Our Assessor to do an appraisal. Belbin not a fan of assessors pricing. His concern is the appraisal being too low. Rather see a professional appraisal. Brenda may have an appraiser.

Motion by Belbin for Moore to call Mr. Ellis that a new process. Once we have the process it will be disclosed. We will not notify him. Seconded by Leighton. All in favor say AYE.

Unanimous: Moore, Leighton. Belbin (3-0)

Sinclair returned to Meeting.

#### **Item #5.**

Leighton, Code of conduct. She has it. Final draft is available. It's been voted on.

Social Media final copy. Sinclair stated all voted on. Leighton was not available for vote. They have been approved.

Moore: definition in K&P document related to article 97 don't know what it is. Ask the lawyer. Tops Committee identify properties and TOPS not met in a long time. How do properties get identified if they have not met? A question to the Executive Director.

Belbin: want the Roberts Way, a great property, blighted area, a great project. The Building is supposed to be taken down. Us take over the property and don't have to go to TOPS committee. We can go through to Town Meeting. Go through Selectmen then go to Town Meeting. Its still a possibility. Other funding sources. To do an Affordable housing project. Do you want me to go that route. 300,000 in CPA funding. Wait to the next meeting. Plenty of time.

Go through the process with what happened with Mazzili dr. Property. What can happen. There was a lot of money left on the table. Discussion about affordable housing. There is an opportunity to give back to the town. There are ramifications on limited tax revenue. Assessed at a lower property amount.

Moore asked would it increase the cost on the family. 0 percent interest rate.

Sinclair: thanks Brian Abatiello for all his hard work over the years.

**Item #6.**

Motion to approve meeting minutes as written by Moore. Seconded by Leighton. Motion made and seconded, discussion. All in favor say AYE.

Unanimous vote in favor. Sinclair, Moore, Leighton, Belbin (4-0)

**Item #7.**

Leave time open to Chairman. Motion to have meeting May 22, 2018 at 5:30 time being tentative. Limit agenda. Update by Mr. Moore.

Motion to adjourn by Leighton, seconded by Moore. Unanimous vote in favor. Sinclair, Moore, Leighton, Belbin

Time 6:42

Exhibits:

Annual Report by Valerie Varasso

Invoice for report for Valerie Varrasso.

Treasurer Report.

Century 21 contract

To Whom It May Concern:

I have compiled the accompanying financial statements of Carver Redevelopment Authority as of December 31, 2017 and 2016. Management is responsible for the preparation and fair presentation of the financial statements. My responsibility is to assist management in presenting the information in the form of financial statements.

Valerie J. Varrasso

CARVER REDEVELOPMENT AUTHORITY  
Comparative Balance Sheet  
For Years Ending December 31,

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
Cash		
Checking	1,679	504
Money Market	25,110	27,848
Carver Urban Renewal	<u>3,614</u>	<u>15,913</u>
Total Cash	30,403	44,265
Receivables		
2013 Municipal Site Review Receivable	4,700	4,700
Carver Master Plan Receivable	<u>4,000</u>	<u>4,000</u>
Total Receivables (Note 1)	8,700	8,700
Land North Carver (Note 1)	210,000	210,000
TOTAL ASSETS	<u>\$ 249,103</u>	<u>\$ 262,965</u>
<u>LIABILITIES</u>		
Due to Rte 44 Development, LLC	3,600	15,900
Conditional Contribution	<u>210,000</u>	<u>210,000</u>
TOTAL LIABILITIES (Note 2)	<u>213,600</u>	<u>225,900</u>
<u>NET WORTH</u>	35,503	37,065
TOTAL LIABILITIES AND NET WORTH	<u>\$ 249,103</u>	<u>\$ 262,965</u>

Note: See accompanying Notes to Financial Statements

CARVER REDEVELOPMENT AUTHORITY  
Comparative Income Sheet  
For Years Ending December 31,

	<u>2017</u>	<u>2016</u>
<u>REVENUE</u>		
Carver Master Plan Income	-	7,000
Carver Urban Development Income	12,300	34,100
Reimbursements Town of Carver	-	1,091
TOTAL REVENUE	<u>\$ 12,300</u>	<u>\$ 42,191</u>
GROSS PROFIT	12,300	42,191
<u>OPERATING EXPENSES</u>		
Accounting Services	300	300
Secretarial	525	825
Carver Master Plan	765	4,624
Route 44 N. Carver Urban Development	12,300	34,100
TOTAL OPERATING EXPENSES	<u>13,890</u>	<u>39,849</u>
TOTAL OPERATING PROFIT	<u>(1,590)</u>	<u>2,342</u>
<u>OTHER INCOME (EXPENSES)</u>		
Interest Income/Misc Income	28	55
TOTAL OTHER INCOME (EXPENSES)	<u>28</u>	<u>55</u>
NET INCOME(LOSS)	<u>\$ (1,562)</u>	<u>\$ 2,397</u>

Note: See accompanying Notes to Financial Statements

**Valerie Varrasso**

**8 Lillian Way**

**Carver, MA 02330**

508-728-8422

vjdonovan@comcast.net

# Invoice

Date	Invoice #
4/7/2018	96

**Bill To**

Carver Redevelopment

Johanna Leighton

108 Main Street

Carver, MA 02330

Quantity	Description	Rate	Amount
1	Preparation of 2017 -2016 Comparative Financial Statements	325.00	325.00
THANK YOU FOR YOUR BUSINESS			
<b>Total</b>			<b>\$325.00</b>



# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

[With Consent To Dual Agency]



MASSACHUSETTS ASSOCIATION OF REALTORS®

I/We Carver Redevelopment Authority  
("SELLER"), hereby grant to Century 21 - Classic Gold, a real estate  
broker licensed under the laws of the Commonwealth of Massachusetts ("BROKER"), the exclusive right to sell the property described  
as 94 Forest St, Carver  
and recorded in the Plymouth County Registry Of Deeds  
at Book 44756, Page 161 ("PROPERTY") on the following terms and conditions:

- 1. Seller's Duties And Representations.** The BROKER is granted the exclusive right to sell the PROPERTY, as the SELLER'S agent, during the term of the Agreement and the SELLER agrees to refer all inquiries to the BROKER, to cooperate in marketing the PROPERTY, including completing lead paint (if property built before 1978) and other forms. If the PROPERTY is sold to a buyer procured by the BROKER, by the SELLER or by anyone else, the fee described in paragraph 4 shall be due. The BROKER is authorized, but is not required: (a) to offer compensation to other licensed brokers as buyer's agents or facilitators; (b) to place a listing for the PROPERTY in any multiple listing service; (c) to place a sign on the PROPERTY; (d) to photograph and advertise the PROPERTY in such media as the BROKER may select; and (e) to place a lock box on the PROPERTY. The SELLER authorizes the BROKER to disclose to prospective buyers all information about the PROPERTY provided to the BROKER by the SELLER, all of which the SELLER represents to be accurate. **The SELLER acknowledges receipt of a Mandatory Licensee-Consumer Relationship Disclosure form.** According to the Code of Ethics and Standards of Practice of the National Association of REALTORS®, the SELLER has been advised of (1) the broker's general company policies regarding cooperation with and compensation to subagents, buyer's agents and facilitators; (2) the fact that a buyer's agent, even if compensated by the listing broker or seller will represent the interest of the buyer; and (3) any potential for the listing broker to act as a disclosed dual agent on behalf of the seller and buyer. The SELLER agrees to comply with all applicable fair housing laws. Seller is aware that there is a risk of injury to persons viewing the Property as well as a risk of loss or damage to property of the seller during a showing or open house, whether the showing is accompanied by the Broker, via lockbox or otherwise. Seller has the responsibility to prepare the Property for marketing to minimize the likelihood of injury, damage and loss. Seller agrees to indemnify, defend and hold Broker and its agents harmless from any loss or claim of liability during any showing or open house, other than if proven to have been the result of broker's intentional misconduct. Seller understands and agrees that showings may be conducted by licensees other than the Broker or its agents and that inspectors or appraisers may conduct inspections and appraisals outside the presence of the Broker. Seller further understands and agrees that other licensees and prospective buyers are permitted to photograph and videotape the property unless expressly stated to the contrary.
- 2. Listing Price.** The listing price for the PROPERTY shall be \$200,000 dollars or such other price and terms as the SELLER may approve.
- 3. Listing Period.** This Agreement shall begin on 7/10/18 and end on 1/10/18 and may be extended by agreement.
- 4. Broker's Fee.** (a) If within the term of this Agreement or any extension the PROPERTY is sold or the BROKER procures a buyer who is ready, willing and able to buy at a price and on the terms set forth herein or on such other price and terms as the SELLER may agree, the BROKER shall be due a fee of 5% percent of the selling price, whether or not the transaction is completed or title passes. Said fee shall be paid at the time set for closing and may be deducted from amounts held by BROKER as escrow agent. The aforesaid fee shall also be due upon sale of the property to any person who was introduced to the PROPERTY during the aforesaid term or any extension or who entered into an agreement to purchase during the term, during any extension or within \_\_\_\_\_ days after expiration of the term or any extension, regardless of the date that title passes, except if the SELLER has entered into an exclusive agreement with another broker in good faith, in which case the BROKER shall be entitled to receive only the difference between the fee set forth herein and any lesser net fee paid to the other broker. If any deposit is retained by the SELLER as liquidated damages for default by the buyer under any agreement for sale of the PROPERTY, the BROKER shall be due one-half (1/2) of the amount so retained, but not more than an amount equal to the full commission that would have been paid to BROKER if a sale had been completed.  
(b) SELLER shall not pay any other broker for services in connection with sale of the PROPERTY nor give any instruction that reduces the BROKER'S fee, except if the BROKER has given written consent. Acceptance of escrowed funds shall not constitute consent. Should SELLER violate the foregoing provision and BROKER initiates or is caused to participate in any lawsuit, arbitration or other proceeding, including an interpleader action, BROKER shall be reimbursed by SELLER: (i) for BROKER'S reasonable attorneys' fees and costs; and (ii) to receive from SELLER interest at the legal rate on the amount due BROKER.  
(c) All disputes, claims or controversies arising out of or related to this Agreement shall, upon demand of either party, be submitted



MASSACHUSETTS ASSOCIATION OF REALTORS®

for binding arbitration, to the local association/board of REALTORS® or, in the event the association/board declines to hear the matter, to the American Arbitration Association ("AAA") or, upon mutual agreement, to another dispute resolution service. The REALTOR® arbitration proceedings shall be conducted by a panel of three (3) arbitrators according to the then current rules of the association/board of REALTORS® (or, if before AAA, by a single arbitrator according to the consumer arbitration rules, or if not applicable, to the commercial arbitration rules of the AAA), and all proceedings will be conducted at a location in Massachusetts chosen by the arbitrator. Except as provided for proceedings pursuant to paragraph (b), reasonable attorneys' fees and costs shall be awarded to the generally prevailing party in the arbitration or lawsuit. Should either party file a claim for violation of General Laws Chapter 93A, the prevailing party (including any agent of the BROKER) shall be entitled to recover reasonable attorneys' fees and costs, but no fees and costs shall be recovered in the event that a tender of settlement was made in advance of suit, but rejected, and the court or arbitrator determines that the rejected tender was reasonable in relationship to the injury actually suffered.

5. Broker Cooperation. BROKER hereby advises SELLER that BROKER will offer compensation to cooperating real estate licensees as follows: buyer's agents 2.5 % of the selling price; facilitators (non-agents) \_\_\_\_\_ % of the selling price. If subagency will be offered, Consent To Subagency form must be signed. SELLER hereby authorizes the BROKER to disclose to prospective buyers whether an offer has been submitted on the PROPERTY and to disclose whether the offer is from a buyer introduced to the PROPERTY by the listing agent, by another licensee associated with the BROKER, or by a cooperating broker. Disclosure of the price and other terms of any offer shall remain confidential until closing, unless otherwise authorized by SELLER.
6. Broker's Duties. The BROKER agrees to use reasonable efforts in marketing the PROPERTY and agrees to list the PROPERTY with the MLS PIN multiple listing service. The BROKER shall have no obligation to continue to market the PROPERTY after an offer has been accepted and shall have no obligation to present any offer once an offer has been accepted and while a transaction is pending. The BROKER is not hired as a property inspector, tax advisor or attorney and if such services are desired SELLER should hire professionals. It shall not constitute a violation of any duty owed by the BROKER or by any agent associated with the BROKER to advise a prospective buyer of the availability of a competing property or to assist a buyer with the purchase of another property.
7. Consent To Dual Agency. The SELLER understands that BROKER also represents buyers and that if BROKER introduces a buyer-client to the PROPERTY a "dual agency" will be created. The BROKER may act as a dual agent who represents both prospective buyer and seller with their informed written consent. A dual agent is authorized to assist the buyer and seller in a transaction, but shall be neutral with regard to any conflicting interest of the buyer and seller. Consequently, a dual agent will not have the ability to satisfy fully the duties of loyalty, full disclosure, reasonable care and obedience to lawful instructions, but shall still owe the duty of confidentiality of material information and the duty to account for funds. SELLER understands that material information received from either client that is confidential may not be disclosed by a dual agent, except: (1) if disclosure is expressly authorized; (2) if such disclosure is required by law; (3) if such disclosure is intended to prevent illegal conduct; or (4) if such disclosure is necessary to prosecute a claim against a person represented or to defend a claim against the broker or salesperson. This duty of confidentiality shall continue after termination of the brokerage relationship. **By signing this agreement, SELLER authorizes BROKER to act as a dual agent and consents to dual agency.** If dual agency occurs in a transaction, a notice of dual agency will be given.

8. Additional Terms: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dated: 1/10/18

[Signature] Vice Chairman  
 SELLER Or Authorized Representative Carver RDA

[Signature]  
 BROKER Or Authorized Representative

\_\_\_\_\_  
 SELLER Or Authorized Representative



108 Main St, Carver, MA 02330

**PUBLIC MEETING NOTICE**  
POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 30A,  
SECTION 20B

**CARVER REDEVELOPMENT AUTHORITY**

**Tuesday, April 10, 2018**  
**5:30 pm**  
**Carver Town Hall Room #3**

**AGENDA**

1. Discussion and possible vote to authorize payment to Valerie to  
Complete Annual Report
2. Treasurer's Reports / Bills payable
3. Update from the Executive Director
  1. Roles of the TOPS Committee
  2. Process for additions to property list
4. Discussion on process of filing for Forest Street Property tracked
  1. Contract With Brenda Titus Century 21
  2. Update on discussion with possible purchase of property
  3. Placement on central registry for disposal discussion and possible  
vote
5. Members comments
6. Minutes: March 20, 2018
7. Next meeting