

SEWER ENTERPRISE FUND

INFORMATIONAL MEETING

August 25, 2021

1) Welcome

We will set some rules in place for the meeting which is scheduled to last one hour. Please remember this is an informational meeting and all questions arising from the information provided will be addressed at the next informational meeting. The responses to those questions may be posted on the town website (www.richmondma.org) under the *Document Center*.

2) As you came in the **UNAUDITED** Balance Sheet (**Exhibit A**) was available at the front table for Fiscal Year 2021.

3) The Town Accountant is currently working to get the Retained Earnings for the Sewer Enterprise Fund certified by the Bureau of Accounts. Once the Retained Earnings for the Sewer Enterprise Fund have been certified I will post this information on the town website (www.richmondma.org) under the *Document Center*. It is estimated that Retained Earnings will be certified at \$266,303.00.

Of the \$266,303.00 estimated Retained Earnings to be certified \$17,100.00 are to be used for the Sewer Enterprise Fund debt service. This \$17,100.00 was made up of two different Articles from two different annual town meetings. They are as follows:

May 19, 2019 - \$9,600.00

May 19, 2021 - \$7,500.00

The remaining \$249,203.00 can be appropriated at Town Meeting for system upgrades, major repairs, etc. or any cost associated with the Sewer Enterprise Fund.

4) The outstanding debt service amount for the Sewer Enterprise Fund as of 06/30/2021 is:

\$2,214,656	Outstanding Principal
\$ 651,138	Outstanding interest and administrative fees
\$2,865,794	Total due for principal, interest, and administrative fees

Less:

\$2,243,464	Betterments Receivable
\$ 614,398	Cash Reserved for Betterments
\$2,857,862	Total Funds Available for Debt Service

\$ (\$7,932) Estimated overage/shortage for debt service

With the \$17,100.00 that was appropriated at the previously mentioned two town meetings at this point in time the funds available for debt service create an overage of \$9,168.00. On the balance sheet the Tax Liens Receivable and Sewer Betterment Assessment Added to Tax Bill Receivable if collected will also add to the surplus available for debt service. As of 08/25/2021 \$43,721.84 of the arrears have been collected. This would then give a surplus of \$52,889.84.

- 5) Regarding the Sewer Operation and Maintenance (User Charges); as of June 30, 2021, \$3,491.38 (not including demand charges and late payment interest) remain in arrears due to the Sewer Enterprise Fund.

(As of 08/25/2021, \$836.84 (not including demand charges and late payment interest) remain in arrears due to the Sewer Enterprise Fund).

- 6) Regarding the Sewer Betterment payments; as of June 30, 2021, \$2,489.81 (not including demand charges and late payment interest) remain in arrears due to the Sewer Enterprise Fund.

(As of 08/25/2021, \$4,819.59 (not including demand charges and late payment interest) remain in arrears due to the Sewer Enterprise Fund. Of the \$4,819.59, \$1,789.07 remains delinquent for fiscal years prior to 2022).

- 7) Letters have been sent to taxpayers who are in arrears making them aware that the Town will be moving forward with tax title proceedings. I am currently working with Legal Counsel to move forward with the tax title taking and foreclosure process.

- 8) The approved Sewer Enterprise Fund budget for Fiscal Year 2022 is broken down as follows:

Salaries:	\$ 22,511 (2 employees who receive \$23.26 per hr.)
General Operating Expenses:	\$ 28,000
Emergency Reserve:	\$ 4,000
<u>Debt:</u>	<u>\$171,060</u>
Total Budget	\$225,571

- 9) The Board of Sewer Commissioners which is made up of the Board of Selectmen will set the Fiscal Year 2022 Sewer Operation and Maintenance rate in March of 2022. These bills will be mailed out by March 31, 2022 and due on May 1, 2022.

The operating expenses for Fiscal Year 2022 (excluding debt service) total \$54,511.00. This amount is then divided by 135 (the current total number of Users of the sewer betterment system) to get an estimated operation and maintenance charge for Fiscal Year 2022 of \$403.79. However, if an additional User comes online prior to the rate being set the operating expenses would then be divided by 136 (the new total number of Users) for an estimated operation and maintenance charge for Fiscal Year 2022 of \$400.82. If the User comes online after bills are issued, the new User will receive a bill for 1/136 of the operating expenses and the adjustment for current Users will be reflected in the Fiscal Year 2023 billing.

- 10) Legal Counsel has created the lien document (**Exhibit C**) that is to be recorded at the Berkshire Middle District Registry of Deeds for properties that are currently not being charged a sewer betterment fee and should be per the Town of Richmond, Sewer Regulations dated October 13, 2004 and Revised May 3, 2006. I will be working with the Sewer Commissioners (Board of Selectmen) to determine which properties should have a lien in place and work with legal counsel on getting the appropriate lien document filed.
- 11) On December 31, 2007 recorded at the Berkshire Middle District Registry of Deeds was the Statement of Town Meeting Action¹ (**Exhibit B**). This document shows that 128 pieces of property (124 pieces with residences and 4 buildable lots) should receive a sewer betterment assessment. The assessment was set at \$27,906.57 per EDU (Equivalent Dwelling Unit). The property owner could pay this assessment off in full or amortize it over a period not to exceed 40 years. If this option was chosen, the property owner would pay the principal balance of \$27,906.57 plus interest at a rate of 4% for the requested term not to exceed 40 years. When the funds for the prepaid betterments were received these funds were credited to the Sewer Enterprise Fund making up the balance reported in the Unaudited Balance Sheet (**Exhibit A**) titled Cash Reserved for Betterments. When payments are received from property owners who chose the option of paying over time these funds are credited to the Sewer Enterprise Fund also making up the balance reported in the Unaudited Balance Sheet titled Cash Reserved for Betterments (**Exhibit A**).
- 12) When payments are received from property owners for the annual operation and maintenance charges these funds were credited to the Sewer Enterprise Fund making up the balance reported in the Unaudited Balance Sheet (**Exhibit A**) titled Undesignated. This number is updated annually once the Town Accountant closes out the appropriate revenue and expenses for the end of the fiscal year.
- 13) Regarding interest that is received for operation and maintenance charges that are received late; all the interest received stays with and is credited to the Sewer Enterprise Fund. Interest for sewer betterment charges that are received late is broken down as follows; a) the 4% interest received (committed interest) stays with the Sewer Enterprise Fund and is reflected in the Unaudited Balance Sheet (**Exhibit A**) title Cash Reserved for

Betterments. The late payment interest (Treasurer's Interest) at the rate of 14% is credited to an account in the General Fund titled Interest on Sewer Betterments.

- 14) Sewer Betterment and Sewer Operation and Maintenance bills will have a Demand Charge of \$30.00 added to the bill after the 4th quarter May payment has not been received. This demand process usually occurs in June but may be later based on certain circumstances. When the demanded bills are paid the Demand Charge of \$30.00 is credited to an account in the General Fund titled Fees from Tax Collecting.
- 15) After Demanded bills are not paid the Tax Title Custodian (Treasurer) begins the process known as Tax Taking. This process is mainly done by the Towns Tax Title Legal Counsel and requires the taxpayer to payoff the full amount whether in full or through a payment plan drafted by Legal Counsel. If no response is received from the Taxpayer, the Legal Counsel will record an Instrument of Taking at the appropriate Registry of Deeds. Once the Instrument of Taking is recorded it puts all individuals on notice that the Town has a vested interest in the property and can legally begin the foreclosure process after a specified time period has elapsed. Once the specified time period has elapsed and no payment plan has been agreed upon or the balance was not paid in full the Tax Title Custodian will foreclose on the property. Once the foreclosure process is approved by the courts the Tax Title Custodian will present the property to the Select Board for approval to auction. If the Select Board approves moving forward with the auction the appropriate notices will be posted and the auction will occur. When funds are received from the sale at the auction they will be credited to the appropriate receivable. The funds received may or may not cover the total balances due. If the funds cover the balances it would be a wash, if the funds received are greater than the balance due the funds would be held for the appropriate amount of time and then be released for future use. If the funds received do not cover the balances due the Town would need to write-off the remaining amount due.

One very important thing to remember is that all legal expenses associated with the Tax Taking process stay with the property and need to be paid back by the property owner to fully clear the Tax Taking. The interest rate on properties that are in Tax Title is 16%. For properties that are foreclosed on the Town unfortunately needs to absorb the legal fees and hope to recoup them through the auction process.

16) Informational notes:

- a) There were 10 property owners that paid the sewer betterment assessment in full at the beginning of the project. (These ten property owners did not pay interest for the 40-year term in which the Town issued a bond for). This information was received from the previous Tax Collector.
- b) There have been an additional 20 property owners that have paid their sewer betterment assessment off earlier than anticipated. (These twenty property owners paid less interest than the Town expected to receive for the 40-year term²).

- c) There are 109 property owners who are receiving quarterly sewer betterment assessment bills. Some of these 109 property owners may have made additional principal payments on the amounts due which will reduce the interest the Town will receive.
 - d) 8 Willow Road the former LeClair property that was foreclosed on by the Town and recently sold to Borden is an additional property in question that should be recorded at the Registry of Deeds and either have a deed restriction in place or be charged an assessment.
- 17) The balance sheet, talking points, and exhibits will be available on the Town's website by the end of the week.
- 18) The next Sewer Users informational meeting is tentatively set for _____.
- 19) Questions
- 20) Thank you and have a good evening.
- 1. Please note that the Statement of Town Meeting Action only lists those properties that have not paid the sewer betterment assessment in full.
 - 2. This is important to note as the sewer betterment debt service repayment was based on a 40-year term. The Town can only legally collect interest that is due to time of payment in full.

Exhibit A

**TOWN OF RICHMOND
SEWER ENTERPRISE FUND
FISCAL YEAR 2021
BALANCE SHEET**

Fiscal Year 2021
(as of June 30, 2021, Unaudited)

Assets

Cash and deposits	266,302.94
Cash reserved for betterments	614,397.75
User charges receivable	2,703.99
Betterments receivable	2,243,463.63
Tax liens receivable	43,250.34
Sewer betterment assessment added to tax bill receivable	1,090.78
Utility assessment added to tax bill receivable	0.00
Amounts to be provided for payment on bonds	2,865,794.00

Total Assets	6,037,003.43
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Liabilities

Deferred revenue user charges	(2,703.99)
Deferred revenue sewer liens	(43,250.34)
Deferred revenue sewer betterment assessment added to tax bill	(1,090.78)
Deferred revenue betterments	(2,243,463.63)
Bonds payable	(2,865,794.00)

Total Liabilities	(5,156,302.74)
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Assets less liabilities	880,700.69
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Actual Fund Balance	880,700.69
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Exhibit A

Definitions

Sewer Enterprise Fund – This is a separate fund from the general fund set up by the Town to account for all of the revenues and expenses associated with the Sewer (theoretically the charges should cover the expenses or retained earnings or a tax subsidy will be required to balance the fund)

Assets - property owned by a person or company, regarded as having value and available to meet debts, commitments, or legacies.

Cash and Deposits - monies held by the Town, immediately available funds, in a bank account, including term **deposits**, relating to the Town.

Cash Reserved for Betterments – monies earmarked for debt service obligations related to the Sewer Enterprise Fund.

User Charges Receivable – sewer operation and maintenance charges that are still due to the Town.

Betterments Receivable -sewer betterment charges that are still due to the Town.

Tax Liens Receivable – delinquent sewer betterments or operation and maintenance accounts that were Tax Liened (Tax Title) by the Town and the funds are still due to the Town.

Sewer Betterment Assessment Added to Tax Bill Receivable – process used to move the delinquent sewer betterment to the tax bill so when funds are not paid it can properly be Tax Liened. These are funds due to the Town and once collected they are credited to the Sewer Enterprise Fund.

Utility Assessment Added to Tax Bill Receivable - process used to move the delinquent operation and maintenance charges to the tax bill so when funds are not paid it can properly be Tax Liened. These are funds due to the Town and once collected they are credited to the Sewer Enterprise Fund.

Utility Assessment Added to Tax Bill Receivable - funds the Town has received for Utility Assessment Added to Tax Bill Receivables.

Amounts to be Provided for Payment of Bonds – the is the entry associated with the town meeting vote authorizing the borrowing.

Total Assets – This is the total of all the individual asset line items listed under Assets

Liabilities – What the Town owes, usually a sum of money

Exhibit A

Deferred Revenue User Charges – Monies owed to the Town for unpaid user charges

Deferred Revenue Sewer Liens – Monies owed to the Town for delinquent sewer betterments and operation and maintenance charges that were tax lienied

Deferred Revenue Sewer Betterment Assessment Added to Tax Bill – Monies owed to the Town for sewer betterments that were assessed to the tax bill (this step is done before the property is tax lienied to ensure all monies owed to the Town are captured in one place)

Deferred Revenue Betterments – Monies owed to the Town for outstanding sewer betterments

Bonds Payable – This represents the balance still owed on the bonds.

Total Liabilities – This is the total of all the individual liability line items listed under liabilities

Assets Less Liabilities - This is the total assets minus the total liabilities

Actual Fund Balance – This is the actual balance available or accounted for in the Sewer Enterprise Fund

Exhibit B



TOWN OF RICHMOND

Town Hall

1529 State Road

Richmond, Massachusetts 01254

Main Office: (413) 698-3355

Fax: (413) 698-3272



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STATEMENT OF TOWN MEETING ACTION
PURSUANT TO MASSACHUSETTS GENERAL LAW CHAPTER 83, SECTION 27

The Town of Richmond has determined through a town meeting vote passed on September 24, 2003 that a public sewer system shall be constructed to serve portions of the town located adjacent to Richmond Pond. The areas to be served include all or portions of the areas commonly known as Richmond Shores, the Whitewood Cottages, Branch Farm and Camp Russell. The areas are located on portions of Assessors maps 101, 102 and 104, which are attached as Exhibit A.

Said vote stated that the cost of the sewer system shall be paid by the sewer users through betterment assessments in accordance with the Uniform Unit Method as defined in M.G.L. Chapter 83, Section 15.

The persons and properties to be assessed are those shown on Exhibit B attached hereto.

This statement shall constitute a lien upon the land of those property owners listed in Exhibit B and on all or a portion of the following roads: Beech Rd., Birch Rd., Boat Lane, Branch Farm Rd., Bridge St., Chestnut St., Cherry Rd., East Beach Rd., Elm Rd., Hemlock Rd., Lake Rd., Lake Rd. Ext., Maple Rd., Oak Rd., Pine Rd., Shore Rd., Spruce Rd., Truran lane, Walnut Rd., and Willow Rd.

See also Order of the Town of Richmond dated December 12, 2007 recorded in Book 3963 Page 311 and as Land Court document 35271.

DAVID W. MORRISON
RICHMOND TOWN CLERK

Dated: December 12, 2007



EXHIBIT A

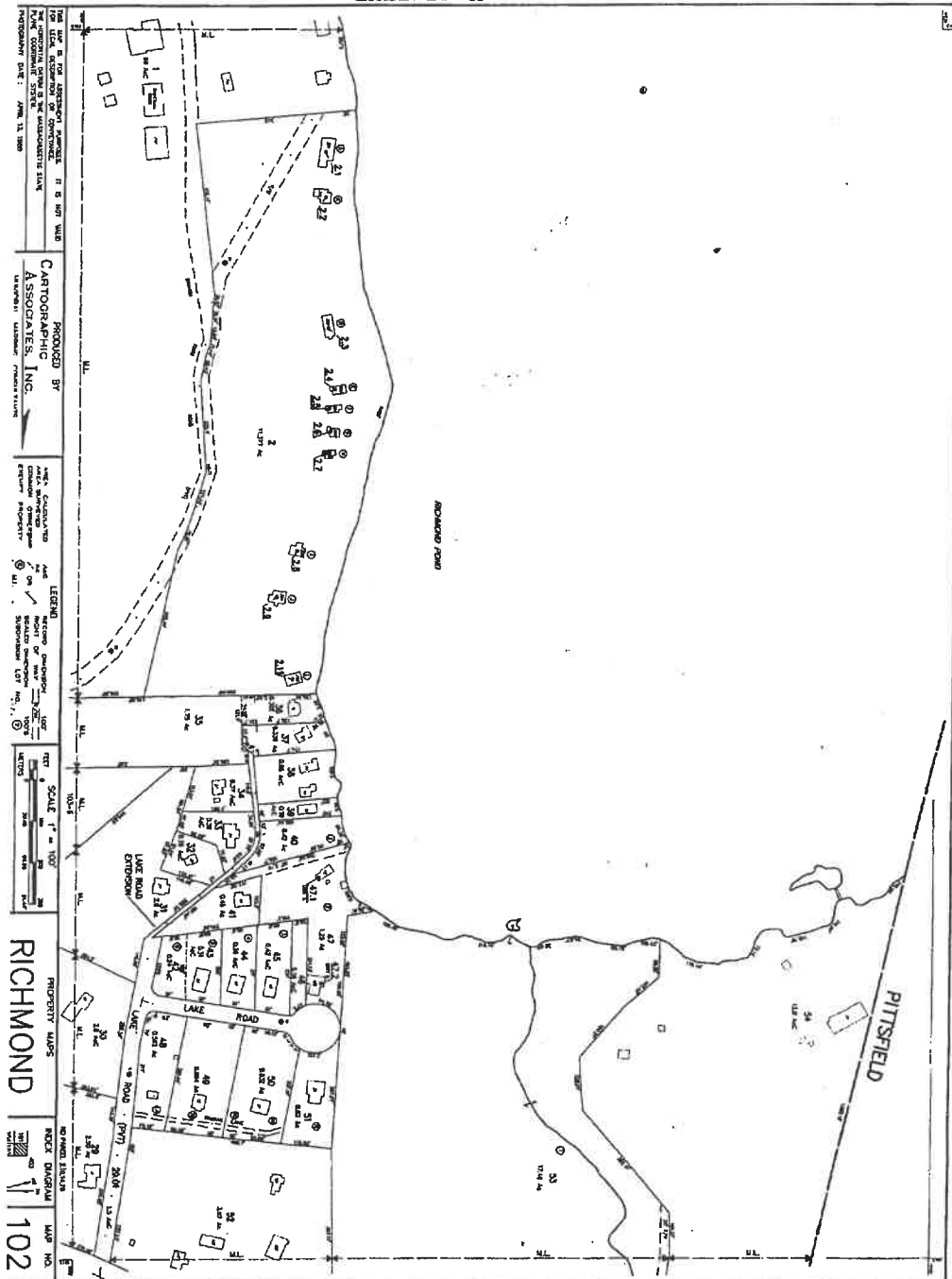
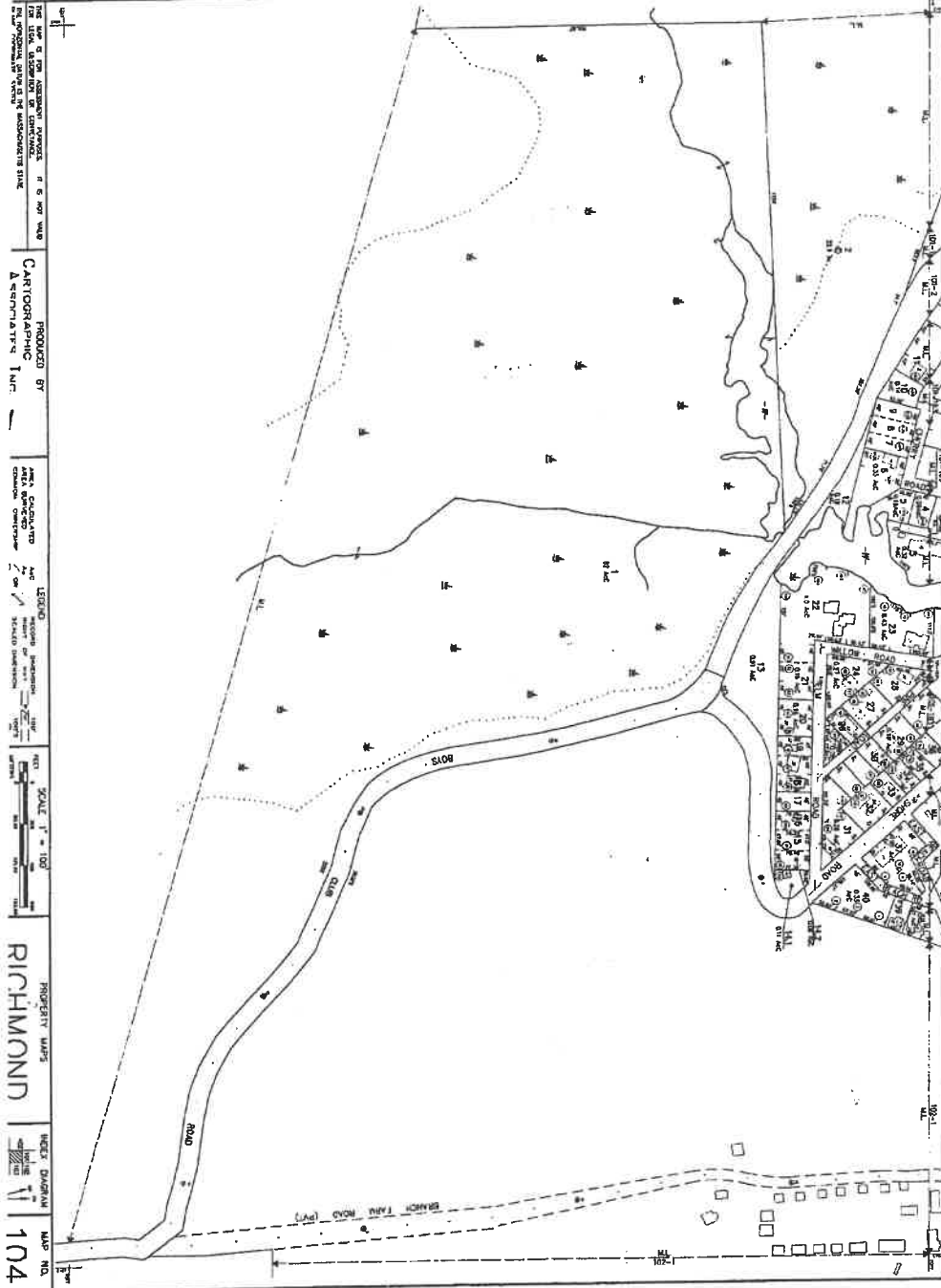


EXHIBIT A



12/11/2007

TOWN OF RICHMOND

Name of Property Owner	Map	Lot	Certificate Number	Book and Page	Residential Address	Mailing Address	City/Town	State	Zip
Coughlin, George P & Rosemary	101	108		3535 127	100 Chestnut St.	276 Alpine Dr. Swiss Village	Winter Haven	FL	33881
Dickson, Hazel B, Trustee	101	153		1457 53	248 Shore Rd.	P.O. Box 453	Richmond	MA	01254
Di Nicola, Michael	101	45		1236 388	40 Maple Rd.	40 Maple Rd.	Pittsfield	MA	01201
Di Nicola, Michael A. & Terry A. DiNicola	104	27	5599	LC25 191	19 Pine Rd.	40 Maple Rd.	Pittsfield	MA	01201
Dispagna, Vincent J. Jr.	101	185	6918	LC31 155	141 Shore Rd.	P.O. Box 415	Richmond	MA	01254
Donovan, Doreen	101	80		1543 779	50 Spruce Rd.	50 Spruce Rd.	Pittsfield	MA	01201
Drewlany, Bonnie L.	101	165	5316	LC23 534	15 Boat Ln.	77 N. Lake Pointe Dr.	Columbia	SC	29229
Dubois, Gerald M.	101	193		1478 1062	25 Cherry Rd.	25 Cherry Rd.	Pittsfield	MA	01201
Edelstein, Burton L. & Linda Edelstein	104	31	7353	LC34 3	10 Elm Rd.	601 W. 113 th St 8D	New York	NY	10025
Edelstein, Linda	104	38	6247	LC28 253	20 Rd.	601 W. 113 th St 8D	New York	NY	10025
Eucker, Terry	101	117		1513 775	12 Oak Rd.	12 Oak Rd.	Pittsfield	MA	01201
Evans, James	102	31		3275 135	21 Lake Rd.	98 Orchard Cir.	Pittsfield	MA	01201
Foley-Green, Lori Ann	101	124		1558 243	7 Bridge St.	7 Bridge St.	Pittsfield	MA	01201
Foley-Green, Lori Ann	101	110		2308 320	68 Chestnut St.	7 Bridge St.	Pittsfield	MA	01201
Foote, Carl B & A.L.	102	26		1303 520	258 Branch Farm	54 Galway Ct.	Lenox	MA	01240
Fora, Elio & Patricia	101	132		1476 482	235 Shore Rd.	846 Southwest 107 th St	Miami	FL	33156
Fora, Elio & Patricia	101	154		1304 482	240 Shore Rd.	5846 Southwest 107 th St	Miami	FL	33156
Frieder, Edith (LE)	101	121		1544 282	8 Oak Rd.	13-33 212 St	Bayside	NY	11360
Frieder, Helen M.	101	128		1052 1127	201 Shore Rd.	3554 83 rd St Apt 4F	Jackson Heights	NY	11372
Friel, Rosanne M	101	93		1547 836	117 Chestnut St.	117 Chestnut St	Pittsfield	MA	01201
Goggia, Lawrence J.	101	17		1070 1142	59 Oak Rd.	59 Oak Rd.	Pittsfield	MA	01201
Goldstein, Diana R.	102	472		1701 859	105 Lake Rd.	5 E 22nd St Apt 14T	New York	NY	10010
Gordner, Craig A. & Kim M.	101	155		1991 327	230 Shore Rd.	16 Anthony Rd	Pittsfield	MA	01201

12/11/2007

TOWN OF RICHMOND

	Name of Property Owner	Map	Lot	Certificate Number	Book and Page	Residential Address	Mailing Address	City/Town	State	Zip
42	Green, Frank	104	3		926 983	15 Beech Rd.	15 Beech Rd	Pittsfield	MA	01201
43	Grizey, Thomas G.	104	6		881 363	75 Cherry Rd.	1 Willow Rd.	Pittsfield	MA	01201
44	Grizey, Thomas G.	104	22	4413	LC20 267	1 Willow Rd.	1 Willow Rd	Pittsfield	MA	01201
45	Grunow, Bruce H. & Shirley	101	162		2991 299	192 Shore Rd.	900 East New Lenox Rd	Pittsfield	MA	01201
46	Guachione, Roger C.	101	56		1220 269	87 Hemlock Rd.	87 Hemlock Rd	Pittsfield	MA	01201
47	Gurwitz, Aaron S., Susan Abramowitz &	101	170	6132	LC28 3	144 Shore Rd.	73 5th Ave. Apt 3A	New York	NY	10003
	Sarah Jane Gurwitz									
48	Hallowell, Stetson & Donna	101	185		1097 941	51 Cherry Rd.	51 Cherry Rd	Pittsfield	MA	01201
49	Harmon, John A, Sr. & Evelyn H. Harmon	104	39	5565	LC25 101	18 East Beach Rd.	P.O. Box 118	Richmond	MA	01254
50	Hearder, Michael P.	101	184	5410	LC24 199	129 Shore Rd.	129 Shore Rd	Pittsfield	MA	01201
51	Hould, Frederick H.	101	183	4107	LC19 245	115 Shore Rd.	115 Shore Rd.	Pittsfield	MA	01201
52	Jervas, Tammy J.	104	18	7177	LC33 3	29 Elm Rd.	29 Elm Rd	Pittsfield	MA	01201
53	Jervas, George W.	101	160		994 807	208 Shore Rd.	C/O Bousquet Ski Area Tamarack Road	Pittsfield	MA	01201
54	Joubert, Fredrick M. & Nancy P.	101	64		2234 47	25 Bridge St.	1121 Windgate Ct.	Tega Cay	SC	29708
55	Joyner, Martha E.	101	169	6006	LC27 167	18 Boat Ln.	26 East St	Lenox	MA	01240
56	Kaiser, Ronald Paul, Sr. & Donald Lester Kaiser	104	36	6216	LC28 185	109 Shore Rd.	76 Quevic Dr.	Saratoga Springs	NY	12866
57	Kane, William	101	30		1022 1174	35 Maple Rd.	9 Wild Rose Dr.	Andover	MA	01810
58	Kaufman, Connie W.	101	181	5688	LC25 397	33 East Beach Rd.	245 E 93rd Apt 3F	New York	NY	10129
59	Kay, Andrew & Linda	101	194		2576 156	39 Cherry Rd.	39 Cherry Rd	Pittsfield	MA	01201
60	Keen, Lawrence M., Bonnie M. Keen & Hayes, Family Trust, Mary J. Hayes, Trustee	101	173	6957	LC31 233	130 Shore Rd.	66 Essex St	Pittsfield	MA	01201
61	Kerwood, Robert M & Mary	102	42		1272 292	83 Lake Rd.	83 Lake Rd.	Pittsfield	MA	01201
62	Kieval & Goodblatt	101	107		1430 496	118 Chestnut St.	138 Darroch Rd	Delmar	NY	12054

12/11/2007

TOWN OF RICHMOND

Name of Property Owner	Map	Lot	Certificate Number	Book and Page	Residential Address	Mailing Address	City/Town	State	Zip
Kileen, Peter and Marcuella	102	2.2		3145 174	316 Branch Farm Rd.	15 Bilton Rd.	Somers	CT	06071
Kittman, William L. & Joan M.	104	33	3187	LC16 411	99 Shore Rd.	P.O. Box 1508	Pittsfield	MA	01202
Lapin, Lenore G.	101	145		2330 21	302 Shore Rd.	7754 Glendevon Ln.	Delray Beach	FL	33446
Lazar, Mark H. & Jamie A. Lazar	104	32	7140	LC32 281	93 Shore Rd.	1 Brandywine Dr	East Brunswick	NJ	08816
Lehman, Daniel L.	101	175	7057	LC32 115	120 Shore Rd.	1094 Center St	Newton Center	MA	02459
Lessner, Faye M.	102	2.5		1378 444	284 Branch Farm Rd.	3 Rodney Terr.	Northborough	MA	01532
Levitan, Katherine D. & Allen L. & E.	102	38		1102 757	58 Lake Rd. Ext.	P.O. Box 846	New Lebanon	NY	12125
Levitan, Katherine D. & Allen L. & E.	102	38		1102 757	64 Lake Rd. Ext.	P.O. Box 846	New Lebanon	NY	12125
Levitan, Leonard & Katherine	102	32		1139 637	37 Lake Rd. Ext.	3211 Waterbury Dr.	Wanagh	NY	11793
Lin, Lucia	102	45		1426 54	95 Lake Rd.	25 Carlton St.	Brookline	MA	02446
Macukewicz, Joseph and Kristin Macukewicz	104	26	7380	LC34 57	13 Pine Rd.	13 Pine Rd	Pittsfield	MA	1201
Malumphy, William M.	104	11		1527 97	5 Walnut Rd.	PO Box 63	Richmond	MA	01254
McNulty, Sharon Lee	101	130		1566 1191	211 Shore Rd.	111 Knollwood Terr	Albany	NY	12203
Meilio, Matthew M. & Marie Theresa	101	149		1624 727	278 Shore Rd.	5970 Amherst Dr Apt C106	Naples	FL	34112
Mesler, James & Judith L. (TE)	101	127		1562 113	6 Bridge St.	2816 S.W. 81st Terr	Davie	FL	33328
Miller, Michael & Mary Dockray-Miller	101	168	6956	LC31 231	22 Boat Ln.	2 Candlewood Cir	Sudbury	MA	01776
Miller, Peter G. & Josephine	101	143		1144 1062	314 Shore Rd.	116 Hamilton Dr	Manchester	CT	06040
Mole, James A & Cole, Alison J. (TE)	101	96		1473 864	28 Spruce Rd.	28 Spruce Rd	Pittsfield	MA	01201
Pittsfield Girl's Club of Pittsfield c/o Mooney.	104	1		347 359	36 East Beach Rd.	36 East Beach Rd.	Pittsfield	MA	01201
Mulcahy, Albert L.	101	158		3361 311	212 Shore Rd.	135 Valley View Dr.	South Windsor	CT	06074
Murtha, Thomas E. & Janelle L.	101	156		1095 961	220 Shore Rd.	26 Marty Ln.	South Windsor	CT	06074
Narducci, Alexander & Judith/Olsch	102	37		962 192	70 Lake Rd. Ext.	29 Stinger Ave	Lee	MA	01238
Nesic, Barbara	102	47.1		1607 1174	42 Lake Rd. Ext.	42 Lake Rd. Ext.	Pittsfield	MA	01201

12/11/2007

TOWN OF RICHMOND

Name of Property Owner	Map	Lot	Certificate Number	Book and Page	Residential Address	Mailing Address	City/Town	State	Zip
Nichols, P. Diane	101	60		1705 1145	70 Hemlock Rd.	55 West 92nd St Apt 4D	New York	NY	10025
Notarnicola, Tom M.	101	191		1648 831	9 Cherry Rd.	9 Cherry Rd	Pittsfield	MA	01201
O'Brien, David J	102	2.4		1303 516	268 Branch Farm Rd	145 Causeway St	Jefferson	MA	01522
O'Brien, Patricia H. & John C. Ltd	102	2.9		1513 72	220 Farm Rd	34 Marlboro Dr	Pittsfield	MA	01201
O'Brien, Patricia H. & John	102	2.11		1513 72	200 Branch Farm Rd	34 Marlboro Dr	Pittsfield	MA	01201
Olmsted, Stephen &	101	94		948 779	133 Chestnut St.	4320 Kendall Way	Sleepy Hollow	NY	10591
Simone B. Osenoudt, Robert E. &	101	131		1161 885	219 Shore Rd.	219 Shore Rd	Pittsfield	MA	01201
Marion F. Patterson, Steven F. & Paula M	101	172	6403	LC29 159	132 Shore Rd.	94 Southfield Ave #1502	Stamford	CT	06902
Picker, Howard & Martha H.	101	103		1035 26	160 Chestnut St.	223 Ormond St	Albany	NY	12208
Potter, Theodore	101	136		1488 1036	263 Shore Rd.	263 Shore Rd	Pittsfield	MA	01201
Pullano, James N. & Susan L.	101	122		1074 594	24 Cherry Rd.	369 Crane Ave.	Pittsfield	MA	01201
Pulver, Ray W. Jr.	102	50		1726 551	27 Truman Ln.	5320 Cedar Grove Ct	San Jose	CA	95123
Ragusa, Phyllis W	101	75		1499 911	42 Bridge St.	42 Bridge St.	Pittsfield	MA	01201
McKinzie, Douglas and Monica J. McKinzie	104	25	7643	LC35 231	38 Elm Rd.	PO Box 3334	Pittsfield	MA	01202
Renz, Michael and Deborah	101	91		2327 230	37 Spruce Rd.	P.O. Box 3292	Pittsfield	MA	01202
Riordan, Carol Jay & Michael (TE)	101	150		1493 121	274 Shore Rd.	140 Bytewood Dr	Pittsfield	MA	01201
Rosenberg, Joan G	101	147		1489 183	292 Shore Rd.	230 Ridgewood Ave	Hamden	CT	06517
Residence Trust	101	139		1361 442	311 Shore Rd.	2122 East 26th St.	Brooklyn	NY	11229
Rosenblum, Alex S. & Sebing (TE)	101	179	7609	LC36 163	27 East Beach Rd.	27 East Beach Rd.	Pittsfield	MA	01201
Robert M. Tariff, Tr. and Sharon M. Tariff, Tr.									
Schneel, Alan W. & Franfine	102	39		3192 265	56 Lake Rd. Ext.	35 Granite Ridge Rd	Cumberland Forest	ME	04110
Schultz, Brian	101	20		2972 192	88 Oak Rd.	86 Oak Rd.	Pittsfield	MA	01201
Scopa, John M. & Carol A. (TE)	101	146		1693 787	300 Shore Rd.	81 Prospect St	Lanesborough	MA	01237

12/11/2007

TOWN OF RICHMOND

Name of Property Owner	Map	Lot	Certificate Number	Book and Page	Residential Address	Mailing Address	City/Town	State	Zip
Seligman, Phil & Shirley, Trustees	101	161		2639 36	200 Shore Rd.	4505 Southwest 89 th Ave	Miami	FL	33165
Shershanovich, Michael A.	101	28		2185 129	29 Chestnut St.	414 North Street	Pittsfield	MA	01201
Shogry, Louis M. III & Mary/Garson, Kathryn	101	109		1110 364	94 Chestnut St.	P.O. Box 1791	Pittsfield	MA	01202
Stickler, Kenneth H & Gail E (TE)	101	159		1582 482	210 Shore Rd.	21 Westwood Dr	Simsbury	CT	06070
Segal, Jeanne	101	50		2198 209	33 Hemlock Rd.	63 Sleepy Hollow Rd.	Richmond	MA	01254
Silvagni, Gene J. & Carolyn A.	104	30	4378	LC20 185	12 Pine Rd.	12 Pine Rd	Pittsfield	MA	01201
Silverman, Lawrence A. & Evelyn	102	41		1121 781	Lake Rd. Ex.	2748 Seymour Ave	Bronx	NY	10469
Stover Real Estate Trustees	102	2.3		2889 101	280 Branch Farm Rd.	c/o L. Brogan 78 Johnson Rd.	Dalton	MA	1226
Till, Michael W./Gagliardi, Gavvor	101	61		1234 357	56 Rd. Hemlock	56 Hemlock Rd	Pittsfield	MA	01201
Trigoboff, Joseph & Kimberlee Trigoboff	104	34	7320	LC33 389	101 Shore Rd.	67-123 Dartmouth St.	Forest Hills	NY	11375
Ubertini, Michael A. & Debra J.	101	187	5198	LC23 247	43 Willow Rd.	79 Renee Dr	Dalton	MA	01226
Von Ahmen, Robert W. & Victoria A.	104	23	6201	LC28 155	21 Willow Rd.	21 Willow Rd	Pittsfield	MA	01254
Wash, Geraldine B.	102	34		1067 1101	57 Lake Rd. Ext.	57 Lake Rd Ext.	Pittsfield	MA	01201
Weintraub, Floyd Jay & Blauer, Jeanne	101	178	6922	LC31 163	106 Shore Rd.	215 West 91st St Apt 72	New York	NY	10024
Wendling, Ralph S. & Kathleen	102	30		1036 209	57 Lake Rd.	57 Lake Rd	Pittsfield	MA	01201
Zam, Philip E & Deborah L Boland	101	186	6508	LC29 389	29 Willow Rd.	29 Willow Rd	Pittsfield	MA	01201
Zweig, Herbert & Tina R (TE)	101	148		1508 1132	290 Shore Rd.	6118 Sunny Pond Circle	Delray Beach	FL	33484
BUILDABLE LOTS									
Boleng, Gail	101	12,13		890 11	Oak	257 Cone Hill Rd.	Richmond	MA	01254
Guachione, Roger	101	35		1037 861	Maple	87 Hemlock Rd.	Pittsfield	MA	01201
Hanson, Eric	101	71-75		943 820	Birch	55 Branch St.	Pittsfield	MA	01201
Reitz, Michael	101	74,79		3171 172	Bridge	P.O. Box 3292	Pittsfield	MA	01202

12/11/2007

Exhibit C

COVENANT OF RESTRICTION

This Covenant of Restriction is made this ____ day of _____, 2021 (“Restriction”) between _____ [name and address of property owner] (the “Grantor”) and the Board of Selectmen, acting as Sewer Commissioners of the Town of Richmond, with an address of 1529 State Road, Richmond, Massachusetts 01254 (the “Grantee”).

PRELIMINARY STATEMENT

WHEREAS, Grantor is the owner in fee simple of a parcel of land located at _____, Richmond, MA, as more particularly described in a deed recorded with the Berkshire Middle District Registry of Deeds in Book _____, Page _____ (the “Premises”); and

WHEREAS, the Grantee has adopted regulations (the “Sewer Regulations”) for the construction, regulation and administration of a system of public sewers, as approved by a special town meeting on September 24, 2003. The effective date of the regulations is October 13, 2004; and

WHEREAS, in Section 7-2(b)(3) the Sewer Regulations state:

an owner ... with control of an undeveloped lot may enter into an enforceable agreement with the commission where the owner shall record on the deed of the undeveloped lot in the Berkshire Middle District Registry of Deeds, noting the book and page of the restriction on the deed to the lot, a conservation or deed restriction or similar instrument acceptable to the commission that prohibits the construction of a dwelling that would require sewer service. The Town shall be a party to such restriction and no such restriction shall be removed without the consent of the Town. In this circumstance, a betterment for the undeveloped lot shall not be assessed while the instrument is in effect.

WHEREAS, the Grantee desires to accept and the Grantor desires to grant to Grantee a covenant prohibiting development on the Premises for the purpose of compliance with Section 7.2(b)(3) of the Sewer Regulations.

Property location: [insert address]

AGREEMENT

Now therefore, for consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1. Restriction. Grantor hereby agrees to a enter into this restriction prohibiting it from constructing a dwelling or any other structure on the Premises or from constructing any above ground or below ground facility and covenants with the Grantor that the Premises shall remain an undeveloped parcel while this restriction is in place.

2. Restriction Runs with the Land. All of the rights, powers, obligations, restrictions, and conditions in this Restriction shall be binding upon the Grantors, their heirs, assigns, successors, devisees, occupants and all other persons acquiring any or all of the Grantor's interests in the Premises. This is a Restriction for the benefit of the Grantee, and shall run with the land. This restriction may not be removed without the prior, written consent of the Grantee, which consent shall be recorded in the same Registry.

3. Subsequent Transfers by Grantor of Any Interest in the Premises. Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do either shall not impair the validity or enforceability of this Restriction.

4. No Sewer Charge. While this Restriction is in effect, and provided that the Grantor, its heirs, successors, devisees, occupants and all other persons acquiring the Grantor's interests are not in breach of this Restriction, the Grantee will not charge the Grantor a sewer betterment or any other sewer charges for the Premises.

5. Notices. Except for any notice required by law to be given in another manner, all notices, waivers, demands, or other communications required or permitted by this Restriction to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established, overnight, commercial courier delivery with charges prepared or duly charged by the sender; or (iii) registered or certified mail, return receipt requested, first class, postage prepaid as follows:

To the Town of Richmond:

The Board of Selectmen, acting as the Sewer Commissioners
Town Hall, 1529 State Road
Richmond, MA 01254

With a copy to:

Elisabeth C. Goodman, Esquire
Town Counsel
Cain Hibbard & Myers, PC
66 West Street
Pittsfield, MA 01201

To the Grantor:

With a copy to:

[attorney name]

Or to any other address or addressee which any party entitled to receive notice under this Restriction shall designate from time to time, in the manner provided in this section for the service of notice.

6. Amendment. This Agreement may not be amended, except by mutual agreement in writing of the parties. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

7. Miscellaneous. Invalidation of any of the provisions contained in this Restriction shall in no way affect any other provision herein or the application thereof to any other person or circumstances, and the same shall remain in full force and effect. This Agreement shall in all cases be construed in accordance with the laws of the Commonwealth of Massachusetts and any applicable federal laws and regulations.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed as an agreement under seal, and on behalf of the Board of Selectmen, acting as Sewer Commissioners of the Town of Richmond, sealed with its town seal, acknowledged and delivered in its name and on its behalf by its Board of Selectmen this ____ day of _____, 2021.

[OWNER]

COMMONWEALTH OF MASSACHUSETTS
BERKSHIRE, ss

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes, as his/her free act and deed.

Notary Public
My commission expires:

Town of Richmond, Board of Selectmen, as Sewer Commissioners

Neal Pilson, Chair

Roger Manzolini

Alan Hanson

COMMONWEALTH OF MASSACHUSETTS
BERKSHIRE, ss

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____ and _____, duly authorized Selectmen of the Town of Richmond, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purposes on behalf of said Town of Richmond, as their free act and deed and the free act and deed of the Town of Richmond.

Notary Public
My commission expires: