



PAT GREENHOUSE/GLOBE STAFF

Beverly's Rantoul Street has been the site of several new housing developments in recent years, worrying some who say city infrastructure can't handle an influx of residents.

# Is it possible for Beverly to have too much housing?

**► BEVERLY**  
*Continued from Page D1*  
losing their apartments because of rent increases, and that “a proposal such as this one is only going to make this already dire situation worse.”

At a City Council meeting on the proposal late last year, Steve Moffet, a Beverly resident, called lowering building heights “reductive,” saying it works against the city’s housing objectives.

“It’s the goal of both the city and the state to create more affordable housing and to create it in such a way that’s environmentally of the least impact,” said Moffet. “An arbitrary three-story limit undercuts both those goals.”

Cahill, who is still mayor, said he supports evaluating the city’s growth trajectory, and that he has also heard concerns about traffic and Beverly’s ability to handle more residents. He proposed a more modest downzoning that would only lower building heights on Cabot Street, one of two major downtown streets, in the interest of preserving its character. Rantoul Street, which runs parallel to

‘We are long overdue for a conversation about our future.’

**CITY COUNCILOR MATT ST. HILAIRE**, who proposed a height cap on buildings in Beverly to slow the pace of new housing development

Cabot Street, has seen a rash of new apartment buildings pop up in recent years.

Lowering building heights citywide would be too imposing, he said, given the gravity of the housing crisis.

“That’s a broad brush that doesn’t really fit in with our neighborhood dynamics,” said Cahill. “It’s fair to have concerns about our city’s infrastructure and how much development we can support, but we still need density in some parts of the city. We’ve got to build housing

somewhere.” But even in the places that are building, that has proven a tough sell, in part because rents in cities such as Beverly remain relatively high despite the new production, a fact Cahill attributes in part to neighboring communities that have built little.

Saugus, for example, reduced its maximum building heights last year, citing overdevelopment concerns, while earlier this month the mayor of Peabody announced plans for the city to purchase an 80-acre plot of land to block a housing development that had been planned there.

“There is a frustration with some residents here that we are doing our share, and other communities are really dropping the ball,” said Cahill. “It means, to a certain extent, that our rents can’t go down unless they pitch in too. But we won’t stop investing in housing, because that will only make things worse.”

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# Don't make the Medicare mistake this couple made. It cost them dearly.

**► THE FINE PRINT**  
*Continued from Page D1*

**Q. Are there any differences when you go on COBRA?**

**A.** Yes, your monthly premium is likely to skyrocket. When she was an active employee, Bethann’s employer paid 100 percent of the premium. After Bethann’s termination, her former employer continued to pay the entire premium, but only for a few months, in accordance with a negotiated severance package. That meant the Creggs soon had to pick up the whole premium, about \$2,000 a month.

**Q. Why didn't Alan and Bethann go on Medicare Part B instead of COBRA when she lost her job?**

**A.** Bethann, in her late 50s, was too young to qualify for Medicare. The alternative was to buy insurance as an individual (with Alan as a dependent). But buying insurance on your own is almost always much more expensive than group insurance offered through an employer.

**Q. But Alan was old enough for Medicare Part B — why didn't he go on it?**

**A.** In retrospect, he dearly wishes he had. Basically, he was lulled into a false sense of security. Cigna continued to pay his claims after he turned 65 without interruption. What the Creggs didn’t realize was that Cigna would continue paying his claims only so long as Bethann was a current employee.

**Q. What were the Creggs told about COBRA upon Bethann's termination?**

**A.** This is the crux of the problem. Alan thinks someone should have explicitly told him

not to go on COBRA but to sign up for Medicare Part B. Instead, he said he was led to believe there was no change in his status under COBRA.

Alan sent me a dozen documents, most of them letters from a company called Paylocity, which was hired by Cigna to administer its COBRA plans. Paylocity sent a seven-page, single-spaced letter to the Creggs shortly after Bethann lost her job informing them of their COBRA rights. It is quite dense, packed with legalistic and bureaucratic language. I had to read it repeatedly to begin to understand it.

It starts out saying Bethann’s insurance would end as of the date of her termination. But then it says COBRA “entitles” the couple to “elect to continue coverage” as “active members” of the Cigna plan.

“COBRA coverage is the same coverage that the plan gives to other participants or beneficiaries who aren’t on COBRA,” the letter says.

The letter says terminated employees and their dependents on COBRA “will have the same rights under the [Cigna] plan as other participants” in the plan. It says nothing about those over 65 needing to sign up for Medicare Part B.

**Q. How was the letter understood by the Creggs?**

**A.** They thought their Cigna coverage would continue for the couple without interruption or modification, albeit at a higher cost to them, once they opted for COBRA, but their coverage had, in fact, changed.

**Q. How?**  
**A.** Medicare makes a distinction between those 65 and older who

have employer-sponsored insurance and are still working, and those who have employer-sponsored insurance but aren’t working, such as those covered by COBRA.

**Q. What is the distinction?**

**A.** I’ll quote AARP: “You can delay signing up for Medicare [Part B] only if you or your spouse is still working and you have health insurance from a *current* employer.” AARP put “current” in italics for emphasis.

AARP goes on: “Even though COBRA is the same coverage you had when working, it acts differently under Medicare rules because you or your spouse are no longer actively working in that job.”

**Q. How did it play out for the Creggs?**

**A.** The Creggs were oblivious to the “currently employed” requirement. They continued on their COBRA plan, and a couple of months later Alan scheduled outpatient arthroscopic surgery on his knee. He got a letter from Cigna approving it “after reviewing your medical information and health plan.” Alan had the surgery, but Cigna later refused to pay for it because he should have been on Medicare Part B. The Creggs eventually paid out of pocket, almost \$20,000.

*Anyone who needs help navigating the Medicare system can get it free from the Shine program through their local senior center.*

*Got a problem? Send your consumer issue to [sean.murphy@globe.com](mailto:sean.murphy@globe.com). Follow him on Twitter [@spmurryboston](https://twitter.com/spmurryboston).*

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**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**  
By virtue and in execution of the Power of Sale contained in a certain mortgage given by Robert McLean Village Mortgage Electronic Registration Systems, Inc., as nominee for Mortgage Equity Partners, LLC, dated July 1, 2016 and recorded in the Essex County (Southern District) Registry of Deeds in Book 35058, Page 425, of which mortgage the undersigned is the present holder, by assignment from:

Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Mortgage Equity Partners, LLC, its successors and assigns to Shellpoint Mortgage Servicing, recorded on April 19, 2022, in Book No. 40871, at Page 534  
for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 12:00 P.M. on February 6, 2023, on the mortgaged premises located at 84 Aborn Street, Unit 2-305, Building B, Phase II, Maple Village Condominium, Peabody, Essex County, Massachusetts, and singular premises described in said mortgage.

TO WIT: the Condominium Unit known as Condominium Unit Number 2-305 in Building B in Phase II (hereinafter called the "Subject Unit"), in the Condominium known as Maple Village Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed dated July 12, 2005, and recorded on July 13, 2005, in the Essex County Registry of Deeds, Book 24550, Page 82 (hereinafter called the "Master Deed"), as amended by Master Deed dated May 18, 2006 and recorded on May 19, 2006, in the Essex County Registry of Deeds, Book 25884, Page 101 (the "Amendment"), and the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), the Subject Unit is shown on the "Maple Village Phase Condominium" Site and Floor Plan filed in the Essex County Registry of Deeds and on the Unit Plan of the Subject Unit, which is attached hereto as Exhibit A, and the vertical statement of a registered land surveyor in the form required by Massachusetts General Laws, Chapter 183A, Section 8 and that is attached to said Master Deed and Unit Plan. The Subject Unit is hereby conveyed together with:

1. An undivided 1.95 percent (1.95%) interest in the common areas and facilities of the Condominium described in the Master Deed, as amended, appertaining to the Subject Unit, and a license to use the exterior walls of the common areas and facilities existing as a result of construction of the building, or that may come into existence hereafter as a result of:
  - (a) settling of the building; or
  - (b) condemnation or eminent domain proceedings; or
  - (c) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended; or
  - (d) repair or restoration of the Building or any unit therein after damage by fire or other casualty; and
2. An easement for the use of the Subject Unit to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the common areas and serving the Subject Unit. The Subject Unit is hereby conveyed with:
3. An easement to use the common areas and facilities located in the common areas and serving the Subject Unit. The Subject Unit is hereby conveyed with:
4. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of the encroachments existing as a result of construction of the Building or that may come into existence hereafter as a result of:
  - (a) settling of the Building; or
  - (b) condemnation or eminent domain proceedings; or
  - (c) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended; or
  - (d) repair or restoration of the Building or any unit therein after damage by fire or other casualty; and
5. An easement for the use of the owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the Subject Unit and serving the other units.
6. The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, as amended, with the Master Deed as amended, and the provisions of the Declaration of Trust of the Maple Village Condominium Trust, Bylaws and Rules and Regulations, dated July 12, 2005, are recorded in the Essex County Registry of Deeds in Book 24550, at Page 107, as amended, and as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, or parking spaces, including the use of the family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein.
7. Easements, rights, obligations, provisions, agreements, restrictions, building line limitation, zoning regulations, public regulations, utility and telephone easements, rights, easements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which in favor of the family, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

For mortgagee's title see deed recorded with Essex County (Southern District) Registry of Deeds in Book 35058, Page 420.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which in favor of the family, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE: A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

**NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**  
Present holder of said mortgage

By its Attorneys,  
**HARMON LAW OFFICES, P.C.**  
150 California St.  
Newton, MA 02458  
(617)558-0500  
22605

**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**  
By virtue and in execution of the Power of Sale contained in a certain mortgage given by David C. Lizak, Katherine A. Lizak and Ian David Lizak to Atlantic Bank, dated December 15, 2005, and recorded in the Middlesex County (Southern District) Registry of Deeds, in Book 46670, Page 421 and a judgment from the Middlesex County Superior Court Department of the Trial Court, the maturity date of the Mortgage, referenced above, dated December 15, 2005, in addition to the Mortgage, referenced above, dated December 15, 2005, recorded in the Middlesex County (Southern District) Registry of Deeds at Book 46670, Page 421 is December 15, 2023. In addition to the Mortgage, referenced above, dated December 15, 2005, recorded in the Middlesex County (Southern District) Registry of Deeds at Book 68746, Page 173 for breach of the conditions in said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction on February 13, 2023 at 1:00 P.M. Local Time upon the premises, all and singular the premises described in said mortgage, to:

Property Parcel: 149 Cottage Street, Natick, Massachusetts 01740  
Address: A certain parcel of land with the buildings thereon situated in Natick, County of Middlesex, Commonwealth of Massachusetts, and bounded and described as follows:  
Beginning at an iron pin at land now or formerly of Maria Barnaba, thence running  
SOUTHERLY by Cottage Street about one hundred eighty (180) feet to an iron pin at land now or formerly of George Evans, thence running  
NORTHWESTERLY by land of said Evans about four hundred and five (405) feet to an iron pin at land of said Evans, thence running nearly  
NORTHERLY by land of said Evans eighty (80) feet to an iron pin at said Barnaba's land, thence running in a generally  
EASTERLY direction by land of said Barnaba about three hundred and fifty (350) feet to the point of beginning.

Be all of said measurements more or less.  
For title see deed to be recorded herewith.

The description of the property that appears in the mortgage to be foreclosed shall control in the event of a typographical error in this publication.

For Mortgagee's Title see deed dated October 14, 2005, and recorded in Book 46670 at Page 417 in the Middlesex County (Southern District) Registry of Deeds.

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

FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid by a certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within sixty (60) days after the date of sale.

Other terms to be announced at the sale.

**BENDETT & MCHUGH, PC**  
270 Farmington Avenue  
Farmington, CT 06032  
Attorney for Palm Avenue Hialeah Trust, a Delaware Statutory Trust, for and on behalf and solely with respect to Palm Avenue Hialeah Trust, Series 2014-1  
Present Holder of the Mortgage  
(860) 677-2868

**WESTON CONSERVATION COMMISSION**  
Notice of Public Meeting  
Pursuant to Mass General Laws, Chapter 131, Section 40, Massachusetts Wetlands Protection Act, the Weston Conservation Commission will hold a Public Hearing on **January 31st, 2023 at 8:00 p.m.** on a Notice of Intent application for a record of record for the expansion of the Weston Department for the reconstruction of two existing tennis courts, the expansion of one basketball court, the addition of six pickleball courts, as well as general upgrades to walkways and site amenities along with landscape improvements. A portion of the proposed work falls within the 100-foot Buffer Zone to a Bordering Vegetated Wetland (BVW).

Information on how to attend this virtual Public Hearing will be provided on the Conservation Commission's Agenda posted on the Town's website ([www.weston.org](http://www.weston.org)) at least 48 hours prior to the meeting or you may email [westonma.gov](mailto:westonma.gov) for the agenda to be emailed to you. The NOI may be examined electronically here: <https://www.westonma.gov/DocumentCenter/Index/4919>.

**CITY OF BOSTON TREE REMOVAL HEARING**  
82 Lansdowne Street in Fenway/Kenmore

In accordance with M.G.L. Chapter 87, the City of Boston will hold a public hearing on the request to remove two (2) Zelkova trees measuring 4 inches dbh (diameter at breast height) at 82 Lansdowne Street in the Fenway/Kenmore neighborhood. The hearing will be held at 10:30 am on Thursday, February 2, 2023. Written comments or questions may be submitted to [parks@boston.gov](mailto:parks@boston.gov) prior to the hearing. This hearing will be held virtually via ZOOM as follows:

Computer: <https://us02web.zoom.us/j/8896814352>  
Phone: 1-646-558-8656  
Webinar ID: 889 6810 43524

**CITY OF BOSTON TREE REMOVAL HEARING**  
30 Sleeper Street South Boston/Seaport

In accordance with M.G.L. Chapter 87, the City of Boston will hold a public hearing on the request to remove four honey locust trees measuring 2.5 to 3 inches dbh (diameter at breast height) at 30 Sleeper Street in the South Boston neighborhood. The hearing will be held at 10:00am on Thursday, February 2, 2023. Written comments or questions may be submitted to [parks@boston.gov](mailto:parks@boston.gov) prior to the hearing. This hearing will be held virtually via ZOOM as follows:

Computer: <https://us02web.zoom.us/j/8255866282>  
Phone: 1-646-558-8656  
Webinar ID: 825 5866 9282

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