

**BOARD OF SELECTMEN
MEETING AGENDA**

**Fuller Meadow School
Nathan Media Center
143 South Main Street, Middleton, MA 01949
Tuesday, June 5, 2018
7:00 PM**

This meeting is being recorded

1. 7:00 PM Warrant
Minutes: May 22, 2018
Town Administrator updates and reports
2. 7:10 PM Vote to approve a conservation restriction for the former Lois Lane property (11 South Main Street) and former Hagen property (17 Maple Street) from the Town of Middleton acting by and through its Conservation Commission to the Essex County Greenbelt Association, Inc. in the public interest pursuant to MGL Chapter 184, Section 32 and in compliance with Section 12(a) of MGL Chapter 44B, the Community Preservation Act
3. 7:20 PM Authorize the Town Administrator to execute Right of Entry Agreements with residents of Lakeview Avenue to facilitate the installation of water booster pumps
4. 7:30 PM FY2018 3rd Quarter Financial Report, Sarah Wood, Town Accountant/Chief Financial Officer
5. 7:45 PM Review and discuss Main Street Grill's compliance with terms of its license; schedule a public hearing if non-compliant
6. 7:55 PM New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed

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.

Minutes of the MIDDLETON BOARD OF SELECTMEN
Fuller Meadow School
Nathan Media Room
143 South Main Street, Middleton, MA 01949
May 22, 2018 7:00PM

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

Absent: None

Others Present: Town Administrator Andrew Sheehan, Assistant Town Administrator Ryan Ferrara, Minutes Secretary Judi Stickney, DPW Superintendent Bob LaBossiere, David Blundell, Bob Pelletier, Lester Taylor, and others

7:05 PM Chairman Brian Cresta called the meeting to order at 7:05PM

7:00 PM BOS Reorganization; Election of Officers: After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously to appoint Kosta Prentakis as Chairman of the Board of Selectmen.

After Selectman Cresta turned the gavel over to the new Chair, Kosta Prentakis, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously to appoint Richard Kassiotis as Clerk of the Board of Selectmen.

7:10PM

- **Warrant:** Town Administrator Andrew Sheehan provided a brief review of Warrant 1824, dated May 24, 2018, with a total for the weekly bills of \$1,027,756 and payroll of \$676,544, and the Board took the following action:
On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to approve warrant number 1824, as presented.
- **Minutes:** After a brief review of the minutes, the Board took the following action:
On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to accept the minutes of May 8, 2018, as written.
- **Town Administrator Updates and Reports:** Town Administrator Andrew Sheehan provided the Board with updates and information on the following:
 - **New Employees:** Sheehan publicly welcomed Carmelina Fiore as the new Assistant Town Clerk, Cassandra Murphy as the new Assistant Treasurer/Collector and Phil DiSilva, at the DPW.
 - **Veteran's Luncheon:** Sheehan provided a brief report on the Veteran's Luncheon he, Mr. Ferrara and Selectmen Houten attended that afternoon and publicly thanked all veterans for their service to our country.

- **5-Megawatt Solar Project:** Sheehan reported that the new 5-megawatt solar project on South Main Street should be up and operating in the first half of June. He added that MELD is promoting the Community Solar Program and encouraging residents to enroll. Residents can get more information at Town Hall and at MELD.
 - **Finance Committee Vacancy:** Sheehan reminded the Board that Steve Cocciardi resigned from the Finance Committee and encouraged anyone interested to contact the Town Administrator's Office.
 - **Housing Choice Community:** Sheehan advised the Board that Middleton is one of only 60 communities statewide to be designated as a Housing Choice Community by the Baker/Polito administration. He added that it has many benefits, including making Middleton eligible for more grant money. Details are still being worked out and he will keep the Board updated.
 - **Memorial Day Events:** Sheehan announced that the Memorial Day parade will step off at 9AM, at Memorial Hall, ending at Oakdale Cemetery.
 - **Chief Will's Day:** Sheehan announced that Chief Will's Day will be held on Saturday, June 23, at Emily Maher Park, from 5PM-9:30PM.
- **Discussion of Summer Meeting Schedule:** Town Administrator Andy Sheehan advised the Board that the suggested meeting schedule corresponds with the warrants: June 5, June 19, July 17, August 14. Selectman Chair Prentakis asked for one of the Board members to volunteer to be the designated warrant signer for the weeks they aren't meeting. The Board took the following action:
 - On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to appoint Selectman Houten as the designated signer.

7:15 PM Review of Final Memorandum of Agreement with the Middleton Public Works Employees' Organization for Fiscal Years 2018-2020: Town Administrator Sheehan provided the Board with a brief synopsis of the negotiations, noting that the Union and the Board have signed the agreement. Sheehan added that there is no action necessary on the part of the Board.

7:17 PM Vote to Accept the Deed for Zaloga Way: Town Administrator Sheehan provided the Board with all the necessary documents submitted and requested the Board vote to accept the deed for Zaloga Way. The Board took the following action:

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to accept the Deed for Zaloga Way, as authorized pursuant to Article 31 of the 2018 Annual Town Meeting, held on May 8, 2018.

7:17PM Vote to Accept the Deed for Ohlson Way: Town Administrator Sheehan provided the Board with all the necessary documents submitted and requested the Board vote to accept the deed for Ohlson Way. The Board took the following action:

On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to accept the Deed for Ohlson Way, as authorized pursuant to Article 32 of the 2018 Annual Town Meeting, held on May 8, 2018.

7:18 PM Discussion and Recap of May 8, 2018 Town Meeting Warrant: Town Administrator provided a brief recap of the Annual Town Meeting, thanking all of the staff that helped him get ready for Town Meeting, including the Assistant Town Administrator Ryan Ferrara and Town Accountant Sarah

Wood for their help on all the budgetary items, and to Michelle Creasi in the document production, thanks to the Board of Selectmen and Finance Committee for their direction as the budget and warrant was developed. After a recap of the Masco capital items, a discussion ensued on the steps Masconomet will take to get the necessary maintenance items completed. Sheehan also mentioned the landfill stickers, noting that the new stickers will be coming out in September. Selectman Cresta thanked the Town Administrator for his preplanning and work on making the Town Meeting run as smoothly as it did. Selectman Chair Prentakis also thanked Sheehan and noted that his podcasts were helpful in informing the voters of the issues. Prentakis added that he will be holding another community feedback session on Thursday, June 7, 6:30-7:30PM, in one of the meeting rooms at the library.

7:29 PM Other Business:

- **Fuller Road Brigadoon Repaving:** Selectman Chair Prentakis advised the Board that he met with some residents in the Fuller Road/Brigadoon subdivision, who reported there is an ongoing, long-term problem with tree roots ruining the sidewalks and streets, making them hazardous to walk on, and they are requesting that the tagged trees finally be taken down, to allow repaving of the sidewalks. Several residents from that area were in attendance and those who spoke included:
 - **David Blundell, 20 Fuller Road:** Blundell reported that, initially, the residents wanted trees taken down in front of their houses and were told that the trees that were red-tagged would be taken down. He still has the red tag on the tree, which has been there for 6-8 years. He added that the sidewalk is horrible. They've been horrible since he's lived there. There are gas outlets and other pipes sticking out, there are huge dips in the road/sidewalk, it is sinking. He said that some residents have cut their own trees down and the residents in the area now have to deal with resulting huge stumps. When they've called the town about it, they've been told that the street is wide enough, that they should just walk in the street. He concluded with the comment that the majority of the residents thought the trees were still going to be taken down.
 - **DPW Superintendent, Bob LaBossiere:** LaBossiere advised that his department was taking the trees down in the first phase and they received numerous complaints from neighbors about too many trees being cut down. They curtailed the cutting, but do continue to work at taking down diseased trees, noting that they have taken down many diseased and/or damaged trees in the Brigadoon neighborhood.
 - **Bob Pelletier, 25 Fuller Road:** Pelletier reported that he has provided the Assistant Town Administrator and Selectman Prentakis with all printed communication that he ever received on the project, dating back 10 years ago. He noted that the situation on Edgewood Road caused a panic with the residents when many trees were cut down while they were at work and they were surprised at the number of trees that were cut down when they got home. Pelletier described trees that have had branches hanging precariously for two years, adding that the trees need to be maintained and he felt it was a huge liability when they are not. He concluded with the request that they get back on track with the tree cutting.
 - **Lester Taylor, 18 Fuller Road:** Taylor reported that the residents filled out the form that said the DPW would be cutting down the trees that the residents marked for removal, but the project stalled and nothing's been done for years. He added that there's a tree that was damaged over the winter that has a large branch hanging down that needs to be removed. LaBossiere took down the address of 18 Fuller Road, where the tree is located.

DPW Superintendent Bob LaBossiere advised the Board that they will be hiring a contractor to assist with tree removal in that area, as well as in other areas of the town.

7:49 PM Update and Discussion of Lakeview Avenue Water Booster Pumps: Town Administrator Sheehan advised that the DPW Superintendent received clear direction to go ahead with the individual booster pumps. They put out an invitation for bids and received two bids. The contract was awarded to Glionna. Sheehan explained that as they were going forward with rights of entry to get into homes, the topic of long-term maintenance came up, which has not been resolved. There remain questions on maintenance and pump replacement down the road.

DPW Superintendent Bob LaBossiere advised they have not yet received permission from all the residents and that process has stalled, due to the question of which party would be responsible for the long-term maintenance of the individual booster pumps. There were many residents of the area in attendance, who contributed to the discussion. Mrs. Piccole of 16 Lakeview Avenue advised that permissions stalled because the residents want some guarantee from the Town, adding that they'll be paying increased electric bills for the pumps to get the water that is supposed to be provided by the Town. She added that the residents should not be responsible for replacement after the life expectancy of the pump.

A lengthy discussion ensued, with the Board members, residents, and the DPW Superintendent. Discussion centered around who would be responsible for the long-term maintenance of the pumps, once installed in private homes. After a lengthy discussion, Selectman Cresta made a motion:

MOTION: Made by Cresta: that the Town will maintain the pumps, in perpetuity; if the pumps are no longer functioning due to normal wear and tear, the Town will replace them.

SECOND: Made by Moreschi

DISCUSSION: Selectman Houten expressed concern about the words "in perpetuity" and a lengthy discussion ensued. After discussion, Cresta amended the motion:

AMENDED MOTION: By Cresta: For Town Counsel to review the language, with the intention that the Town will replace or maintain a failed pump through no fault of the homeowner, in perpetuity.

SECOND: By Moreschi

DISCUSSION: Selectman Houten continued to have concerns with the language and members of the audience continued to argue that the pumps should not be their responsibility to maintain.

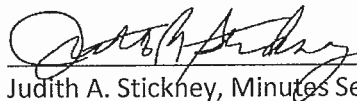
VOTE: The motion carried on a 3-2 vote.

After the vote, residents of Lakeview Avenue, who were in attendance, continued to discuss the water issue with the Board, regarding the delayed installation of a fire hydrant that was promised. DPW Superintendent LaBossiere advised that it's been delayed due to staffing issues, but it's still on the list. Another advised that Lakeview Avenue needs to be repaved. LaBossiere advised that the street paving is also on the list. Cresta added that they have a schedule for street paving, based on available Chapter 90 funds.

After a discussion between the residents and the Board, the DPW Superintendent was instructed to wait for the language from Town Counsel before starting installations.

8:23 PM ADJOURN: With no further business, the meeting adjourned at 8:23 PM.

Respectfully submitted,


Judith A. Stickney, Minutes Secretary

Richard Kassiotis, BOS Clerk

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

1. Agenda: May 22, 2018
2. Town of Middleton Summary of Weekly Bills Payable and Payroll Warrants
 - 5/24/18, #1824: Payroll: \$676,544; Bills Payable: \$1,027,756
3. Minutes:
 - 5/8/18
4. Memorandum of Understanding Between the Town of Middleton and Middleton Public Works Employees' Organization, Fiscal Years 2018 through 2020
5. Letter and supporting documents from Ankeles, Vontzalides, Ambeliotis & Delaney, LLP to Middleton Town Planner, Re: Zaloga Way, 5/10/18
 - Attorney's Certification of Title
 - Letter from Ankeles, Vontzalides, Ambeliotis & Delaney, LLP to Middleton Town Planner, Re: Zaloga Way, 5/15/18
 - Notarized Quitclaim Deed
 - Acceptance of Easement
6. Letter and supporting documents from Mann & Mann, PC to Board of Selectmen, Re: Street Acceptance – Ohlson Way, Middleton: Philip Colosi and Joanne Colosi as Trustees of PC Development Realty Trust, Developer
 - Exhibit A: Attorney's Certification of Title
 - Exhibit B: Quitclaim Deeds
 - Exhibit C: Definitive Plan: Ohlson Way, stamped by John J. O'Rourke, Williams & Sparages, dated 2/12/14
 - Exhibit D: Certificate of a Vote
 - Quitclaim Deed & Acceptance by Selectmen
7. Memo from Town Administrator to Board of Selectmen, Re: Lakeview Avenue Booster Pumps, 5/18/18
8. E-Mail from MELD to Town Administrator, et al, Re: Middleton Community Solar Project Nearing Completion: INVITATION TO TOWN RESIDENT EMPLOYEES, 5/14/18
 - Community Solar Residential Enrollment Form

9. E-Mail from Town Clerk to Town Administrator, Assistant Town Administrator, Re: SESD Resignation, 5/10/18
10. Letter from Xfinity to Board of Selectmen, Re: Xfinity TV Changes, 5/11/18

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GRANTOR: Town of Middleton

GRANTEE: Essex County Greenbelt Association, Inc.

ADDRESS OF PREMISES: 17 Maple Street and 11 South Main Street, Middleton, MA

FOR GRANTOR'S TITLE SEE: Essex County Registry of Deeds Book 23731 Page 374 & Book 29905
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CONSERVATION RESTRICTION

The undersigned TOWN OF MIDDLETON, a municipal corporation of Essex County, Massachusetts, being the sole owner, acting by and through its Conservation Commission, and as authorized by a vote of the Annual Town Meeting of May 14, 2013, for its successors and assigns (hereinafter "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants, with quitclaim covenants, to ESSEX COUNTY GREENBELT ASSOCIATION, INC., a Massachusetts not for profit corporation having its principal office at 82 Eastern Avenue, Essex, Essex County, Massachusetts 01929, and its permitted successors and permitted assigns (hereinafter "Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on 1.6 acres of land shown as Lot C on a plan entitled "Plan of Land Belonging to Milton R., Jr. and Mary L. Judd, Middleton, Mass., Scale 1 in. = 40 feet, July 1963, Charles Axelrod & Associates, Civil Engineers & Surveyors", recorded at the Essex South District Registry of Deeds Book 5111 page 130, and specifically described in a quitclaim deed recorded at the Essex South District Registry of Deeds Book 23731 page 374, which parcel is hereinafter referred to as the "Hagan Parcel", and the 0.1 acres of land labeled as "Perry F Lohnes et al." on a Plan entitled "Plan of Land In Middleton, Robert W. Bixby, C.E., June 9, 1952" recorded at the Essex South District Registry of Deeds Registered Land Division, Certificate Number 30492, which parcel is hereinafter referred to as the "Lane Parcel". The Lane Parcel and the Hagan Parcel are collectively referred to hereinafter as the "Premises" and are more particularly described in Exhibit A and Exhibit B attached hereto.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law (hereinafter "Restriction" or "Conservation Restriction"). The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes in a natural, scenic and undeveloped condition, and to prevent any use or change of the Premises that will impair or interfere with its conservation and preservation values ("conservation values").

The Premises was acquired using M.G.L. c. 44B Community Preservation Act funds, and a copy of the Town Meeting Votes authorizing the use of such funds is attached hereto as Exhibit C. The protected

conservation values and the public benefits resulting from the protection of the Premises include the following, without limitation:

A. The Premises provides scenic, outdoor educational and recreational value in its present state as a natural area and open space which has not been subjected to development incompatible with said uses; and

B. The Grantor and the Grantee recognize the uniqueness of the Premises as a distinctive Massachusetts landscape embodying the special character of the region in which the Premises is located and have the common purpose of conserving the conservation values of the Premises for this generation and future generations; and

C. The Hagan parcel is located with frontage on Maple Street (State Route 62), and the Lane Parcel is located with frontage on South Main Street, (State Route 62), and Pleasant Street; both parcels were acquired by the Town of Middleton as part of a program to enhance downtown Middleton by creating a town common, and by expanding the area of green space surrounding the Flint Public Library.

D. The Hagan Parcel is adjacent to land owned by the Town of Middleton as park land, and is used for active and passive recreation, and community events, and is adjacent to the Middleton Town Hall; the Lane Parcel is adjacent to the Flint Public Library; and

E. The public shall be allowed to utilize the Premises for passive recreation and conservation purposes; and

F. Goal III of the Town's Open Space and Recreation Plan calls for the creation of a "Common or small park near the center of Town". The plan goes on to note that the creation of such an area was recommended in a Master Plan completed by Charles Eliot in 1966. The acquisition of the Premises serves to advance the goals of both the current and 1966 plans; and

G. The Hagan parcel is characterized by mature upland forest, riparian corridor, and associated wetlands, forming a rich matrix of habitat types; and

H. The Hagan Parcel was purchased by the Town of Middleton pursuant to a vote of the Special Town Meeting held on November 16, 2004, specifically authorizing the purchase of said parcel for the purpose of providing open space and expanding the Town Common area for the benefit of residents; the Lane Parcel was purchased by the Town of Middleton pursuant to a vote of the Annual Town Meeting held on May 11, 2010, which specifically authorized the purchase of said parcel for open space purposes, and as part of the overall site renovation plans for the Flint Memorial Library grounds. The conveyance of a perpetual conservation restriction over the Premises, pursuant to the requirements of Section 12 (a) of M.G.L. C. 44B, the Community Preservation Act statute, was authorized by a vote at the 2013 Annual Town Meeting, an attested copy of said vote is attached hereto as Exhibit C.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein and is on file at the offices of the Grantor and Grantee. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline

Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. **Prohibited Activities and Uses**

Except as otherwise herein provided, the Grantor shall neither perform nor permit others to perform any of the following prohibited acts or uses on, above, and below the Premises:

1. Constructing, placing, or allowing to remain any temporary or permanent building, structure, facility or improvement, including but not limited to buildings, tennis courts, landing strips or pads, mobile homes, swimming pools, asphalt or concrete pavement, septic systems, roads, signs, fences, billboards or other advertising display, utilities, conduits, poles, antennas (including satellite dishes and cell towers), towers, monopoles, windmills, solar panels, docks, wharfs, or other temporary or permanent structures, facilities, or improvements of any kind on, above or under the Premises;
2. Mining, excavating, dredging or removing from the Premises of loam, peat, sand, gravel, soil, rock or other mineral resource or natural deposit or otherwise making topographical changes;
3. Dumping, placing, filling or storing of soil, grass clippings, compost, yard debris or other substances, or dumping or placing of vehicle bodies or parts, junk, trash, refuse, solid or chemical waste or any other materials whatsoever, or the installation of underground storage tanks;
4. Cutting, removing, or otherwise destroying trees, grasses, shrubs or other vegetation;
5. Activities detrimental to wildlife habitat, drainage, flood control, water or soil conservation, water quality, scenic qualities, archaeological conservation, soil conservation, or erosion control;
6. Subdivision; conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted, subject to the provisions herein) without the prior written approval of the Grantee;
7. The use of the Premises for (a) transferring building or development rights to any property, whether or not the receiving land is adjacent to the Premises; and (b) calculating permissible lot yield of this or any other property;
8. The use of the Premises for business, residential, institutional, or industrial use, or for more than *de minimis* commercial recreation;
9. Use, parking or storage of motorized vehicles of any nature or kind, including but not limited to aircraft, helicopters, cars, trucks, motorcycles, trail bikes, all-terrain vehicles and snowmobiles on the Premises, except such as may be reasonably necessary for police, firemen or other governmental agents to use in carrying out their lawful duties and except for such vehicles as may be required for purposes permitted by this Conservation Restriction as provided in Paragraph B below, or as necessary for the mobility impaired;
10. The disruption, removal, or destruction of any stone walls or granite bounds on the Premises;

11. Any acts or uses which in the opinion of the Grantees and at the Grantees' sole discretion are inconsistent with the purposes of this Conservation Restriction, or which would impair the conservation values, unless such use or activity is necessary in an emergency in the opinion of the Grantees and at the Grantees' sole discretion for the protection of the conservation values that are the subject of this Conservation Restriction.
12. Any other use of the Premises or activity which is inconsistent with the purposes of this Conservation Restriction or would impair the conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following acts and uses on the Premises provided that such acts and uses do not materially impair the purposes and conservation values of this Conservation Restriction:

1. Vegetation Management. In accordance with generally accepted forest and habitat management practices, selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Survey, woods roads, fence lines and trails and meadows;
2. Non-native or nuisance species. In accordance with a plan approved by the Grantee, the removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, rules regarding use and access to the Premises, and the protected conservation values and reserved rights;
4. Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
5. Outdoor Passive Recreational Activities. Hiking, wildlife observation and other non-motorized passive non-commercial outdoor recreational and educational activities consistent with the purposes of this Conservation Restriction and that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;
6. Trails. The maintenance, repair and replacement of the existing network of unpaved trails as shown in the Baseline Report (consisting of trails in existence at the time of this Restriction and any new trails approved by the Grantee), and the installation of related lighting, stone or masonry walls, fencing, and other related infrastructure. Trails shall not have a width exceeding six (6) feet, and the location of any new trails or the relocation of any existing trails shall be approved in writing by the Grantee;

7. Parking Area. Maintenance, repair and replacement in its existing location of the existing 7 car parking lot on the Lane parcel illustrated on Exhibit B, and the maintenance, repair and replacement in its existing location of the 7 car visitor parking area on the Hagan parcel;
8. Infrastructural Improvements. With prior written permission of the Grantee; installation, maintenance, repair and replacement of infrastructural improvements designed to improve the conservation values of the Premises, including stormwater drainage system elements and electrical distribution system elements, including but not limited to, transformers and distribution panels;
9. Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);
10. Historic Preservation. In accordance with historic preservation best practices and in consultation with Massachusetts Historical Commission prior to undertaking any activity, the maintenance, repair and relocation of the existing historic, inactive Middleton Train Station building on the Hagan parcel and any other historic and cultural resources on the Premises;
11. Other Activities. Such other non-prohibited activities or uses of the Premises may be permitted with the prior approval of the Grantee provided that the Grantee has made a finding, such finding to be documented in writing and kept on file at the office of the Grantee, that such activities are consistent with the Reserved Rights, do not impair the conservation values and purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Premises.
12. Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the Conservation Values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report.

C. **Permits.** The exercise of any right reserved by the Grantor under this Paragraph B shall be in compliance with the following: (a) then-current building, zoning, planning, and conservation regulations, bylaws or ordinances applicable to the Premises, (b) any special permits or variances pertaining to the Premises, (c) the Wetlands Protection Act (General Laws Chapter 131, Section 40), and (d) all other applicable federal, state and local laws and regulations. The inclusion of any reserved right in Paragraph B of Section II requiring a permit from a public agency merely means that the Grantor may have a right to request a permit, it does not mean that the Grantee or the Commonwealth of Massachusetts takes any position on whether such permit should be issued.

D. **Unspecified Activities and Uses are Prohibited.** All acts and uses not expressly permitted in Paragraph B of Section II or otherwise authorized by the Grantee pursuant to II(B)(13) above are prohibited.

E. **Notice to and Approval by the Grantee.** Whenever notice to or approval by the Grantee is required under the provisions of Paragraphs A, B or C of Section II, or any other provision or condition herein, the Grantor shall notify the Grantee, by a method requiring proof of receipt, in writing not less than thirty (30) days prior to the date the Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. The purpose of requiring such notice is to afford the Grantee an adequate opportunity to ensure that the activities in question are designed and carried out in a manner that is consistent with the purposes of this Conservation Restriction and to monitor their implementation. Where the Grantee's approval is required by the terms of this Conservation Restriction, the Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of the Grantor's written request therefore. Grantee's approval may be withheld upon a determination by the Grantee at its sole discretion that the action as proposed would be inconsistent with the purposes of this Conservation Restriction.

Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL RIGHTS AND REMEDIES OF THE GRANTEE

A. **Legal and Injunctive Relief.** The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction. Such cooperation shall include, but not be limited to, advanced written notice by the Grantee to the Grantor, with an opportunity to cure any violations, excepting emergency situations that require immediate redress.

B. **Reimbursement of Costs of Enforcement.** The Grantor and the successors and assigns of the Grantor covenant and agree to reimburse the Grantee for all reasonable costs and expenses (including without limitation reasonable counsel fees and/or land survey) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by the Grantor or determined by a court of competent jurisdiction to have occurred.

C. **Boundary Disputes.** In the event of a dispute over the location of the boundaries of the Conservation Restriction, Grantor shall be responsible for hiring a licensed surveyor to perform a survey of the disputed boundary and install permanent boundary markers.

D. **Non-Waiver by the Grantee.** Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

E. **The Grantee's Disclaimer of Liability.** By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

F. **Acts Beyond the Grantor's Control.** Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

G. **Actions to Prevent or Remedy Violations.** The Grantee shall have the right to take appropriate actions to prevent, abate, or remedy violations of this Conservation Restriction, including violations by non-parties.

H. **Release and Indemnification.** The Grantor hereby agrees to defend with counsel satisfactory to Grantee and save harmless Grantee and its directors, officers, employees, agents, and contractors and the successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, (including any and all attorneys' fees and expenses of Grantee), arising from or in any way connected with: (1) any act or omission of Grantor and its agents, contractors or invitees with respect to the Premises; or (2) any condition or other matter related to or occurring on or about the Premises, regardless of the cause, unless due solely to the negligence of any of the Indemnified Parties; or (3) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Premises; or (4) the presence or release in, on, under, from, or about the Premises, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement, as hazardous, toxic, polluting, or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties. By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises, including but not limited to, compliance with hazardous materials or other environmental laws and regulations.

IV. ACCESS

A. **Access by the Grantee.** The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with, to make a determination whether to approve an activity pursuant to Section II (D), or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines. The Grantee shall have the right, but not the obligation, at its sole expense, to perform any act required to preserve, conserve or promote the natural habitat of wildlife, fish or plants located on the Premises. The Grantee shall have the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises, suitable signs identifying the Grantee as the holder of this Conservation Restriction.

B. **Access by the Public.** The Grantor recognizes that certain portions of the Premises are presently used by the general public to pass and re-pass for purposes of quiet outdoor recreational and educational activities. Said recreational and educational uses shall be allowed, consistent with such rules and regulations as may be promulgated by the Grantor. Pursuant to M.G.L. c. 21, s. 17c, neither the Grantor nor the Grantee is liable to any member of the public for injuries to person or property sustained by such person while on the Premises in the absence of willful, wanton, or reckless conduct.

V. EXTINGUISHMENT

A. **Termination.** If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction under applicable law, after review and approval by the Commonwealth of Massachusetts Secretary of the Executive Office of Energy and Environmental Affairs.

B. **The Grantee's Right to Recover Proportional Value.** If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph C below, subject however, to any applicable law which expressly provides for a different disposition of proceeds, and after complying with the terms of any gift, grant, or funding requirements.

C. **Proceeds; The Grantee's Receipt of Property and Development Rights.** The Grantor and the Grantee agree that the grant of this Conservation Restriction gives rise to a property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted Premises at that time and represents all land development rights associated with the Premises, except as such rights may have been specifically retained pursuant to this Conservation Restriction.

D. **Value of the Grantee's Property Right.** Such proportionate value of the Grantee's property right shall remain constant.

E. **Cooperation Regarding Public Action.** Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain, or if all or any part of this Conservation Restriction is otherwise extinguished by act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and the Grantee in accordance with paragraph C above after complying with the terms of any law, gift, grant, or funding requirements. If less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken.

F. **Continuing Trust after Disposition of Conservation Restriction.** The Grantee shall use its share of any proceeds received pursuant to this Section V in a manner consistent with the conservation purposes of this Conservation Restriction.

VI. ASSIGNABILITY

A. **Running of the Burden.** The burdens of this Conservation Restriction shall run with the Premises in perpetuity, shall be enforceable in perpetuity against the Grantor, the Grantor's successors in title to the Premises, and any person holding any interest therein, by the Grantee, its successors and assigns acting by and through its duly designated officers, directors, employees or agents as holders of this Restriction.

B. **Execution of Instruments.** The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; and the Grantor on behalf of themselves and their successors and assigns appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and their successors and assigns agree themselves to execute any such instrument upon request.

C. **Running of the Benefit.** The benefits of this Conservation Restriction shall run to the Grantee, shall be deemed to be in gross and shall not be assignable by the Grantee, except the Grantee and its successors and assigns shall have the right to assign all or a portion of its right, title and interest hereunder to a "Qualified Organization" as defined in Section 170(h)(3) of the Internal Revenue Code provided that such assignee shall also be an eligible grantee of a conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, that such assignee is not an owner of the fee in the Property, and provided further that, as a condition of such assignment, the assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes and ensure that the purposes of this Conservation Restriction continue to be carried out. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable. Prior to any voluntary or involuntary dissolution of the Grantee, this Conservation Restriction shall be assigned to a "Qualified Organization" in compliance with Paragraph VI(6).

VII. SUBSEQUENT TRANSFERS

A. **Reference to Conservation Restriction in Future Deeds.** The Grantor agrees to incorporate the terms of this Conservation Restriction by reference in any deed or other legal instrument by which divests Grantor of any interest in all or a portion of the Premises, including without limitation, any leasehold interest or option. Failure to do so shall not impair this Conservation Restriction or its enforceability in any manner.

B. **Required Notifications of Transfers.** The Grantor shall notify the Grantee in writing at least thirty (30) days before conveying the Premises, or any part thereof or interest therein (including a leasehold interest or option). The Grantee shall notify the Grantor in writing at least thirty (30) days before it assigns this Conservation Restriction. Any failure by the Grantor or the Grantee to provide notification as provided for herein shall not invalidate or extinguish this Conservation Restriction or limit its enforceability in any way. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

C. **Termination of Rights and Obligations.** Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises shall terminate upon transfer of that party's interest in the Premises, except that liability for acts or omissions occurring prior to any transfer and liability for any transfer in violation of this Conservation Restriction shall survive the transfer. Any new owner may be held responsible for pre-existing violations.

VIII. ESTOPPEL CERTIFICATES

Upon receipt of a written request by the Grantor, the Grantee shall within thirty (30) days thereafter, execute and deliver to the Grantor, or any person designated by Grantor, any document, including an estoppel certificate, that certifies, to the best of Grantee's knowledge, Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Restriction, and which otherwise evidences the status of this Restriction.

IX. NON-MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without the Grantee first having assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this Conservation Restriction shall only occur in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Essex County Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the appropriate Essex Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give pursuant to this Conservation Restriction is deemed delivered upon receipt and shall be in writing and either served personally or sent by first class mail, postage prepaid, return receipt requested, certified mail, return receipt requested, or delivered by a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, and addressed as follows or to such other address as any of the below parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties:

If to Grantor:

Town of Middleton
48 South Main Street
Middleton, MA 01833

If to Grantee:

Essex County Greenbelt Association, Inc.
ATTN: Director of Stewardship
82 Eastern Ave.
Essex, MA 01929
Phone: 978-768-7241

XIII. GENERAL PROVISIONS

A. **Controlling Law.** The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect its conservation purposes and the policies and purposes of M.G.L. Chapter 184, Sections 31-33. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Restriction that would render it valid shall be adopted over any interpretation that would render it invalid.

C. **Severability.** If any provision or condition of this Conservation Restriction or the application thereof to any person or circumstance shall be declared invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. **Entire Agreement.** This instrument sets forth the entire agreement of the parties regarding this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Restriction, all of which are merged herein.

XIV. AFFIRMATIVE COVENANTS OF THE GRANTOR

A. **Payment of Taxes.** The Grantor shall pay before delinquency all taxes, assessments, betterments, liens, fees and charges levied on or assessed against the Premises by any federal, state, or local government authority or other competent authority or entity (collectively "taxes"), and shall furnish the Grantee with satisfactory evidence of payment upon request.

B. **Subordination of Mortgage.** The Grantor shall deliver to Grantee for recording simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, equity credit line, refinance, assignment of mortgage, lease, financing statement or any other agreement which gives rise to a security interest affecting the Premises.

C. **Adverse Possession.** The Grantor represents and warrants that to the best of his knowledge no person has occupied or used the Premises without the Grantor's permission or has openly claimed ownership of the Premises as against the Grantor or the Grantor's predecessors in title or has conducted continuous activities or uses on the Premises (such as, but not limited to, logging, camping or similar uses). The Grantor agrees that if any such activity is observed now or in the future, the Grantor

shall immediately notify the Grantee and shall cooperate with the Grantee to notify such persons of their wrongful entry onto the Premises.

XV. MISCELLANEOUS

A. **Pre-Existing Rights of the Public.** The approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or nonexistence of any pre-existing rights of the public, if any, in and to the Premises. Any pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

A. **Homestead.** The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Chapter 188 Section 10(e) of the Massachusetts General Laws.

B. **Representations of the Grantee.** The Grantee represents that it is a not for profit corporation, that it has a perpetual existence, that it is organized and operated for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for other charitable, scientific and educational purposes, that it has both the necessary funds and commitment to hold this Conservation Restriction exclusively for conservation purposes in perpetuity and to enforce its terms, that it is a "Qualified Organization" as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and that it is an eligible donee of a conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, as amended.

D. **Prior Encumbrances.** This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

E. **Signatures and Exhibits.** Included hereto and incorporated herein are the following:

1. Signature pages:

Grantor

Grantee: Essex County Greenbelt Association, Inc.

Approval of the Town of Middleton Board of Selectmen

Approval of the Secretary of Energy and Environmental Affairs

2. Exhibits:

Exhibit A: Reduced Copy of Plan of Conservation Restriction Hagan Parcel

Exhibit B: Reduced Copy of Plan of Conservation Restriction Lane Parcel

Exhibit C: Certificate of Town Meeting votes held on November 16, 2004, May 11, 2010, and May 14, 2013.

We, the undersigned members of the Conservation Commission of the Town of Middleton, Massachusetts, hereby certify that at a meeting held on _____, 2018, the Conservation Commission voted to grant and approve the foregoing Conservation Restriction to the Essex County Greenbelt Association, Inc., pursuant to Massachusetts General Laws, Chapter 44B and Chapter 184, Section 32, as being in the public interest and do hereby grant the foregoing Conservation Restriction.

Conservation Commission of the Town of Middleton

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss. _____, 2018

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____

_____, proved to me through satisfactory evidence of identification, which were _____, to be the person(s) whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as a member of the Board of Selectmen for the Town of Rockport.

Notary Public

My Commission Expires: _____

ACCEPTANCE OF GRANT

Essex County Greenbelt Association, Inc. hereby accepts this Conservation Restriction from the Town of Middleton acting by and through its Conservation Commission and agrees to be bound by its terms.

Essex County Greenbelt Association, Inc.

By: _____
Name: Edward O. Becker
Title: President
Hereunto duly authorized

Essex County Greenbelt Association, Inc.

By: _____
Name: _____
Title: _____
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ my personal knowledge of the principal's identity ☐ a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it, as _____, voluntarily for its stated purpose and as the free act and deed of Essex County Greenbelt Association, Inc., a Massachusetts not for profit corporation.

Notary Public
My Commission Expires:

Essex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ my personal knowledge of the principal's identity ☐ a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it, as _____, voluntarily for its stated purpose and as the free act and deed of Essex County Greenbelt Association, Inc., a Massachusetts not for profit corporation.

Notary Public
My Commission Expires:

APPROVAL BY MIDDLETON BOARD OF SELECTMAN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Middleton, Massachusetts, hereby certify that the Middleton Board of Selectmen voted to approve the foregoing Conservation Restriction from the Town of Middleton acting by and through its Conservation Commission to the Essex County Greenbelt Association, Inc., in the public interest pursuant to M.G.L. Chapter 184, Section 32 and in compliance with Section 12(a) of M.G.L. Chapter 44B, the Community Preservation Act, so-called.

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ my personal knowledge of the principal's identity ☐ a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it, as _____, voluntarily for its stated purpose and as the free act and deed of Essex County Greenbelt Association, Inc., a Massachusetts not for profit corporation.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Town of Middleton acting by and through its Conservation Commission to the Essex County Greenbelt Association, Inc., has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2018

MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this day of _____, 2018, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A-1

Legal Description of Hagan Parcel

2
(2)



QUITCLAIM DEED

We, Thomas E. Hagan and Virginia J. Hagan, both of Middleton, Essex County, Massachusetts for consideration paid and in full consideration of Four Hundred Seventy-Nine Thousand and 00/100 (479,000.00) Dollars

Grant to the Town of Middleton having a usual place of business at 42 South Main Street, Middleton, Essex County, Massachusetts

with *Quitclaim Covenants*

The land in Middleton, Essex County, Massachusetts, described as follows:

Beginning at a point on the Southeasterly corner of Lot A on a plan hereinafter referred to, and running

SOUTHWESTERLY: 255.3 feet by land now or formerly of Morrison to a point
SOUTHWESTERLY: again 17.8 feet to a point;
SOUTHWESTERLY: 98.5 feet by land now or formerly of Town of Middleton to a point;
NORTHERLY by said land now or formerly of Town of Middleton by land now or formerly of Cryan and by land now or formerly of Johnson on 5 courses, 36.54, 48.14, 46.44, 42.48 and 185.0 feet to the Southwesterly corner of Lot # as shown on said plan.
EASTERLY: 124 feet by Lots E and D on said plan, thence turning and running in a Northeasterly direction 193 feet by Lot D as shown on said plan to Maple Street;
EASTERLY: 29.5 feet by Maple Street to the Northeasterly corner of Gravel Drive as shown on said plan;
SOUTHEASTERLY: 38.5 feet by King Street to a point at the Westerly corner of Lot B as shown on said plan;
SOUTHWESTERLY: 146.5 feet by Lot B as shown on said plan;
SOUTHEASTERLY: 193 feet by Lots B and A on said plan to the point of beginning.

Containing 1.6 acres of land more or less according to said plan.

Being shown as Lot C on a plan entitled "Plan of Land Belonging to Milton R., Jr. and Mary L. Judd, Middleton, Mass., Scale 1 in = 40 feet, July 1963, Charles Axelrod & Associates, Civil Engineers & Surveyors".

Subject to an easement and right of way referred to in deed dated Oct. 4, 1963, from Milton R. Judd, Jr, et ux to Ronald R. Brothers, et ux and also subject to an Indenture Agreement from Ronald R. Brothers, et ux to Milton R. Judd, Jr., et ux dated October 4, 1963, and recorded with Essex South District Registry of Deeds, Book 5111, Page 135.

Property Address: 17 Maple Street, Middleton, MA 01949

Bck 43

Reduced Copy of Plan of Land Recorded at Essex Registry of Deeds South Book 5111 Page 130

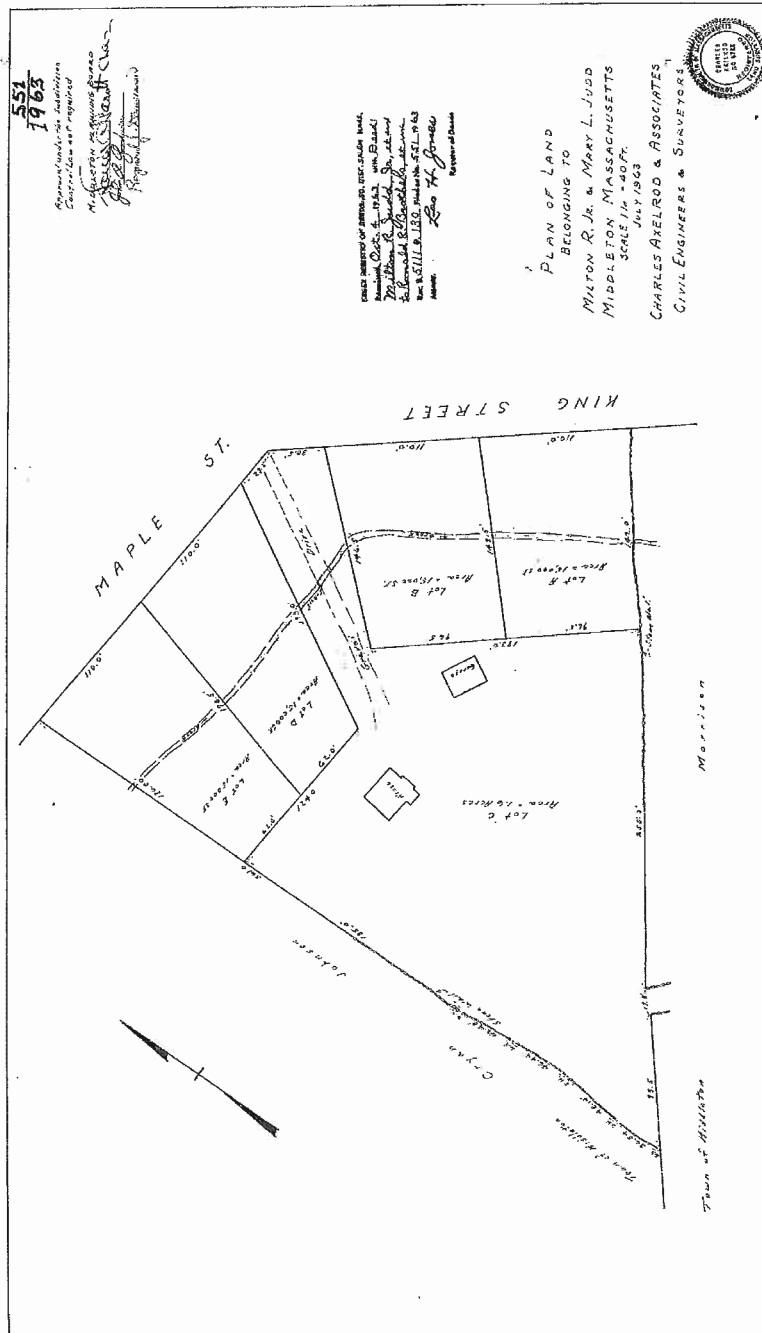


EXHIBIT B

Reduced Copy of Plan of Land Recorded at Essex South District Registry of Deeds Registered Land Division, Certificate Number 30492

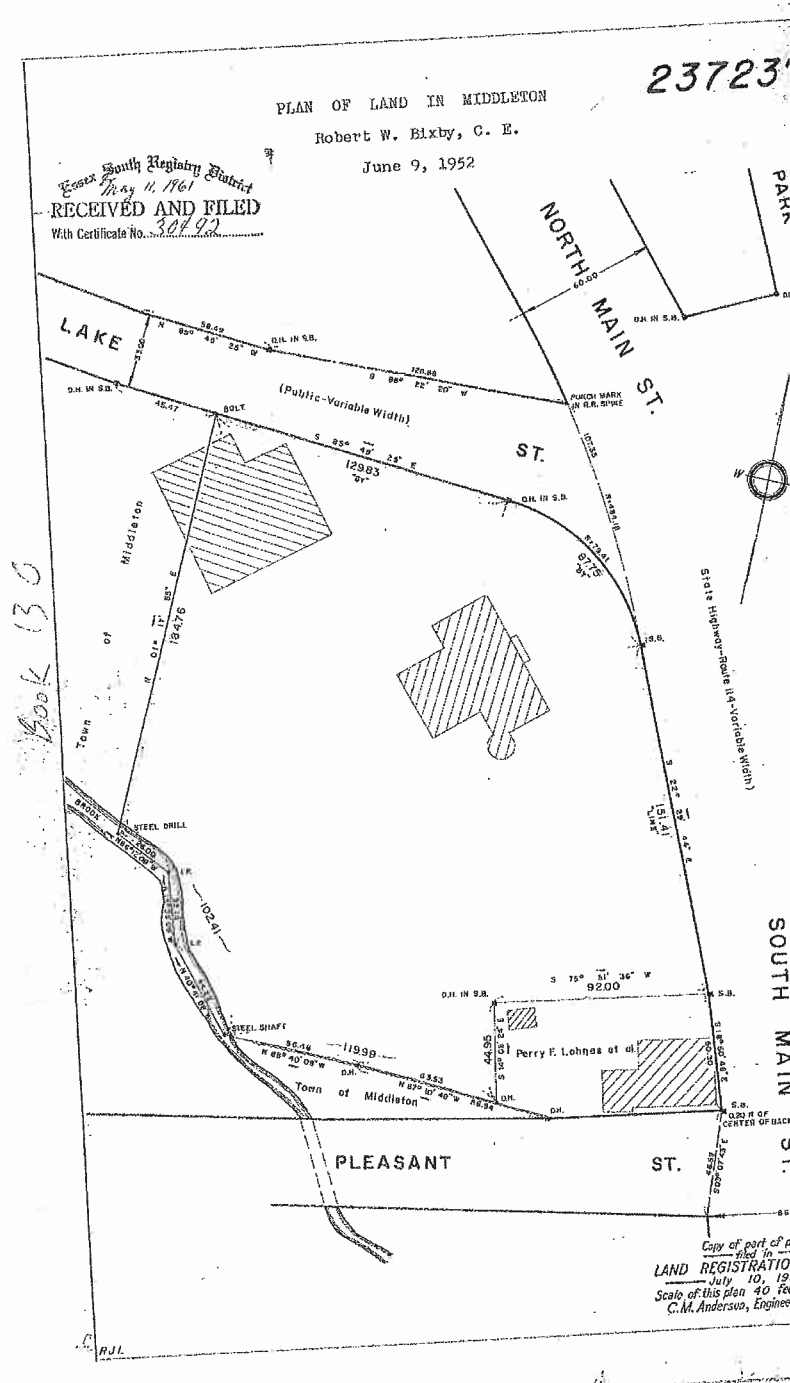


EXHIBIT C

Certificates of Votes



Town of Middleton

Office of the Town Clerk
Memorial Hall
Middleton, MA 01848

March 1, 2016

CERTIFICATE OF A VOTE

This is to certify that at the Special Town Meeting of the Town of Middleton on November 16, 2004, at which a quorum was present, the Town of Middleton took the following action on Article 1:

Article 1: On petition of the Board of Selectmen and the Master Plan Committee to see if the Town will vote to raise and appropriate the sum of \$479,000 to purchase a parcel of land owned by Thomas E. and Virginia Hagan at 17 Maple Street described as Assessors Map 25, Lot 118 and being more particularly described in a deed recorded in the Essex South District Registry of Deeds, Book 6083, Page 557 consisting of approximately 1.54 acres of land and buildings thereon to be used for open space purposes and extending the Tower Common under the Community Preservation Program and to see if such funds will be raised from taxation; by transfer from available funds; by borrowing or by any combination thereof.

John Erickson, Chairman of the Finance Committee, made a motion that the sum of \$479,000 be and hereby is appropriated to pay for the purchase of a parcel of land owned by Thomas E. and Virginia Hagan at 17 Maple Street described as Assessors Map 25, Lot 118, and being more particularly described in a deed recorded in the Essex South District Registry of Deeds, Book 6083, Page 557, consisting of approximately 1.54 acres of land and buildings thereon to be used for open space purposes and extending the Tower Common and for the payment of all other costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Selectmen, is hereby authorized to borrow \$427,000 of said amount under and pursuant to Chapter 44, Section 7(3) and Chapter 44B of the General Laws (the Community Preservation Act) or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor, and the remaining sum of \$52,000 is appropriated from taxation.

Mr. Erickson explained that the \$52,000 to be funded from taxation would come from a one-time state aid reimbursement. The Planning Board's recommendation was unanimously in favor. The motion carried unanimously.

The Moderator commended the Hagan family for giving the Town the opportunity to acquire their property, and the Meeting concurred.

Attest, a True Copy:

Gene B. Weiss

Gene B. Weiss
Town Clerk



Town of Middleton

Office of the Town Clerk
Memorial Hall
Middleton, MA 01949

March 14, 2016

CERTIFICATE OF A VOTE

This is to certify that at a duly called and posted Annual Town Meeting convened on May 11, 2016, at which more than a quorum of qualified voters was present, the Town of Middleton took the following action on Article 7:

The Finance Committee made and seconded a motion "that the sum of \$350,000 be and hereby is appropriated to pay for the purchase of land and buildings owned by Lois M. Lane Gianni at 11 South Main Street described as Assessors Map 25, Lot 74, and being more particularly described in a deed recorded in the Essex South Registry of Deeds, Book 6086, Page 580, and that to meet this appropriation, the Treasurer, with approval of the Selectmen, is hereby authorized to borrow said amount under and pursuant to Chapter 44, Section 7(3) and Chapter 44B of the General Laws (the Community Preservation Act) or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor."

The Finance Committee specified that Community Preservation Act funds would be used to pay the debt service. The Planning Board reported that they had voted unanimously to recommend this appropriation.

After considerable discussion, a vote was taken by a showing of cards, and the results were: Yes—96; No—40. The Moderator declared that the necessary two thirds quantum had been attained and that the motion carried.

Attest, a True Copy.

Helen B. Twiss
Town Clerk



Town of Middleton

Office of the Town Clerk
Memorial Hall
Middleton, MA 01940

March 14, 2016

CERTIFICATE OF A VOTE

This is to certify that at a duly called and posted Annual Town Meeting convened on May 14, 2013, at which more than a quorum of qualified voters was present, the Town of Middleton took the following action on Article 36:

Article 36: On petition of the Board of Selectmen and Conservation Commission to see if the Town will vote to amend the vote of the Annual Town Meeting on May 8, 2012 which adopted Article 28 to appropriate funds to purchase an 18.7 acre parcel from the J&E Family Trust to be utilized for agricultural, open space and passive recreational purposes and administered under the care and control of the Conservation Commission authorizing the application of grant funds from the Commonwealth's Executive Office of Environmental Affairs Land Grant Program to offset the costs of this purchase by adding the words, "under the provisions of Massachusetts General Laws, Chapter 132A, Section 11" to the approved article after the word "Program"; and to authorize the assignment of deed and conservation restrictions for the management of the following parcels of land, previously acquired by the Town through Community Preservation Act funds consistent with the provisions of Massachusetts General Laws Chapter 44B, Section 12.

1. Land acquired to expand the open space of the Town Center formerly known as the Lois Lane property, and otherwise identified as Assessors Map 25, Lot 74.
2. Land acquired to expand the open space of the Town Common formerly known as the Hagen property, and otherwise identified as Assessors Map 25, Lot 118.

And to take any action related thereto.

The Finance Committee recommended the article as written, explaining that this will save the Town about \$56,000. The Master Plan Committee also recommended this article, and the Meeting voted to approve it unanimously.

Attest, a True Copy,

Rene B. Twiss
Town Clerk

RIGHT OF ENTRY AGREEMENT

For Access to Private Property for the Purpose(s) Hereinafter Described

Property Owner(s):	
Property Address:	_____ Lakeview Ave., Middleton, MA

THIS RIGHT OF ENTRY AGREEMENT (this "Agreement") is made as of this ____ day of _____, 2018 by and between _____ the current owners (the "Owners") of the property located at _____ Lakeview Ave., Middleton, MA (the "Property"), and the Town of Middleton, by and through its Board of Selectmen, with a usual address of 48 South Main Street, Middleton, Massachusetts, ("Town") and Glionna Plumbing and Heating Services, Inc. (the "Contractor").

RECITALS

WHEREAS the Town and Contractor desire to have a license and privilege to enter onto the Property for the purpose of the installation of Individual Water Booster Pumps pursuant to the Town Invitation for Bids dated February 23, 2018, the Contractors' response thereto dated March 21, 2018 and the Agreement between the Town and Contractor dated _____ (the "Work"); and

WHEREAS, the "Work" as defined in the preceding paragraph, is also to include the maintenance and, if necessary, the replacement of said Pumps; and

WHEREAS the Owners desire to allow the Town and Contractor to enter upon the Property for the purpose of performing said Work and any other activities incidental thereto; and

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth herein, the parties agree as follows:

RIGHT OF ENTRY

1. **Use of Property.** The Town and the Contractor shall be permitted to access the Property to install the Booster Pump, and, thereafter, the Town and its contractors, agents and employees shall be permitted to access the Property to maintain and, as necessary, replace said Pump. No such entry shall be permitted without prior notice to the Owner. The Owner may refuse or postpone access for any reason and at any time, provided however that if the Owner refuses or postpones access for a period of three months or more, this Agreement shall be deemed null and void and the

Owner shall assume all obligations for installation and/or maintenance of any booster Pump.

2. **Maintenance and Care of Premises.** The Town shall be responsible for the installation, maintenance and, replacement (as needed) of the booster pump consistent, at its sole cost and expense, in keeping with generally accepted practices associated with such installation and maintenance. All such work will be done in a good and workmanlike manner by duly qualified individuals and in compliance with all laws, regulations, rules and orders. The Town agrees to maintain, repair, and/or replace said booster pump, provided that such Work is not necessitated due to the acts, omissions or negligence of Owners.
3. It is understood and agreed that all equipment and personnel required for the aforesaid Work related thereto shall be determined by the Town and Contractor at their sole discretion.
4. The Town agrees to hold the Owners harmless and release the Owners from and against any and all claims which may be the direct result of the Work unless caused by any act or omission of the Owners or the Contractor; provided, however, that, notwithstanding the foregoing, this provision shall in no way limit the responsibility the Owners may have under the provisions of G.L. c. 21E for any existing or future liabilities.
5. The Owners agree to hold the Town harmless for any injury, loss, or damages caused during or as a result of the Work, unless resulting from the omissions or negligence of the Town.
6. The Contractor shall indemnify, defend and save harmless the Owners, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the Work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Owners for damage to the Property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment.
7. The Owners hereby represent and warrant that they are the owners of the Property and have full and complete authority to execute this agreement and that the Town and Contractor may rely upon their signature hereto. Further, the Owners represent that they are competent and of sound mind and do willingly execute this Agreement without undue influence.
8. The Owners, the Town, and Contractor hereby represent that they have each read this Agreement in its entirety, that they fully understand all the provisions hereof and

that they are voluntarily entering into this Agreement having each had the opportunity to consult with counsel.

9. **Severability.** The terms of the License are severable, and if for any reason any part thereof shall be found unenforceable, the remaining terms and conditions shall be enforced in full.
10. This Agreement may be signed in multiple Counterparts and receipt of a scanned or electronic copy shall suffice to verify execution
11. **Forum and Choice of Law:** This License and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained only in a Massachusetts State Court of competent jurisdiction. This paragraph shall not be construed to limit any other legal rights of the parties.
12. The Parties acknowledge that this Agreement does not constitute an easement.

By signing below, the Owners acknowledge that they are granting a license and privilege as aforesaid and authorizing the above-described Work to proceed.

IN WITNESS WHEREOF, the parties have executed and acknowledged this Agreement as of the date first above written.

Owner(s)

Town of Middleton

By: _____

Glionna Plumbing and Heating Services, Inc.

By: _____



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TOWN OF MIDDLETON
Office of Town Accountant/CFO
48 South Main Street
Middleton, MA 01949
(978) 777-4966

TO: Board of Selectmen/Finance Committee

FROM: Sarah Wood

DATE: May 14, 2018

SUBJECT: FY 2018, 3rd Quarter Highlights

This report includes a summary of the 3rd quarter results as of March 31, 2018 for the General Fund, CPA Fund, Water Fund, and Revolving Accounts. The General Fund accounts for the Town's annual operating budget and the majority of the capital budget. Exceptions include MELD and SEDS assessments, which are accounted for as enterprise funds, and capital budget items that are associated with other funds (i.e. CPA Fund).

General Fund Expenditures

As of March 31, 2018, 72% of the FY 2018 General Fund budget had been expended. Please see the chart below for a breakdown of each major category's budget versus actual figures as of the third quarter in FY 2018. Encumbrances and warrant articles are not included in these figures.

Major Category	Adjusted Budget	Actual Expended	Percent Expended
General Government	\$1,746,382	\$1,060,323	61%
Public Safety	\$3,825,258	\$2,424,586	63%
Education	\$21,712,953	\$15,579,140	72%
Public Works	\$1,473,105	\$969,015	66%
Health and Human Services	\$485,157	\$334,088	69%
Culture and Recreation	\$562,774	\$393,783	70%
Unclassified & Debt Service	\$4,497,610	\$3,928,234	87%

At the end of the third quarter of the fiscal year, the total year-to-date expenditures should be around 75% of the departmental budget or less. The majority of departments are at or below this benchmark. Exceptions to this are Conservation Commission, Essex Tech Assessments, Liability Insurance and Life Insurance. The Conservation Commission has spent 91% of their budget as of March 31. This is primarily due to the department depleting the salary account before switching payments over to the Wetlands Fund. Starting in FY19 the salary will be split to both funds throughout the year to ensure proper budgeting. Essex Tech bills the majority of their assessment into three quarters versus four; the only payment remaining is the fourth quarter debt assessment.

There are no new areas of concern with the budget from the December summary. The liability insurance account has overspent the budget by \$3,081, which was not unexpected. There are only a few bills to be received for the remainder of the year as well as some credits due so the total overage should not be much more than this amount. The life insurance expense account has spent 79% of the budget to date. There is a chance for a slight overspending of this account (less than \$500) as the bills depend on the number of employees enrolled or that make changes. We are projected to have a surplus in the health insurance line item, which should be sufficient to cover all overages.

General Fund Revenues

Revenue collections were largely in line with estimates. As of March 31, 2018, 77.5% or \$26,651,231 of total estimated revenues for FY 2018 (\$34,387,709) had been collected.

Revenues as of March 31, 2018 that have exceeded 75% of the expected revenue budgets are Other Excise – Meals (95%), Other Departmental Revenue (109%), Investment Income (123%) and Personal Property Taxes (86%).

Of the local receipts categories that are lower than 75% of their budgeted revenues are Penalties and Interest on Taxes (64%), Fines and Forfeitures (56%), and Medicaid Reimbursement (40%). Medicaid Reimbursement is so low due to the timing of the annual reimbursement, which is where the majority of the revenue stems from. Although the trends for these revenues sources are in a decline, overall revenues are above the budgeted expectations.

CPA Fund Expenditures & Revenues

CPA expenditures are at 45% of budgeted expenditures, not inclusive of capital items. This is not unexpected as the majority of the remaining debt payments are due in April.

CPA revenues are at 90% of the budget. Not including the state reimbursement that number goes down to 88% which is still higher than the expected amount of 75%.

Water Fund Expenditures & Revenues

Water expenditures are at 55% of the budget. This is not unusual as a large part of the department's expenses take place in the spring/summer.

There is no true budgeted revenue amount for the water fund. It is expected that revenues will be enough to cover the current year budget as well as add some additional revenue that will close out to fund balance at the end of the year. Currently revenues for the year total \$348,335.

I hope the information presented is informative and helpful. If you have any questions, please do not hesitate to contact me.

Town of Middleton, MA
Fiscal Year 2018 Expenditures (unaudited)

For the Period Ended GENERAL FUND	REVISED BUDGET	9/30/17 Quarter 1	12/31/17 Quarter 2	3/31/18 Quarter 3	6/30/18 Quarter 4	Total YTD EXPENDED	AVAILABLE BUDGET	% USED
Total 114 TOWN MODERATOR	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	0%
Total 122 SELECTMEN	288,976	65,115	64,850	74,541	-	204,506	84,470	71%
Total 131 FINANCE COMMITTEE	92,460	180	488	1,137	-	1,805	90,655	2%
Total 135 TOWN ACCOUNTANT	123,663	28,809	27,369	32,058	-	88,235	35,428	71%
Total 141 ASSESSORS	172,963	40,676	37,152	43,702	-	121,530	51,433	70%
Total 145 TREASURER/COLLECTOR	256,504	46,029	56,952	62,919	-	165,901	90,603	65%
Total 146 CUSTODIAN OF TOWN LANDS	2,500	-	-	2,500	-	2,500	-	100%
Total 151 TOWN COUNSEL	60,000	15,212	-	21,546	-	36,758	23,242	61%
Total 155 MIS	261,165	46,382	25,049	69,434	-	140,865	120,300	54%
Total 161 TOWN CLERK	127,054	28,002	25,892	30,527	-	84,422	42,632	66%
Total 162 ELECTIONS	18,341	323	2,712	(351)	-	2,684	15,657	15%
Total 171 CONSERVATION COMMISSION	52,049	14,411	14,489	18,622	-	47,523	4,526	91%
Total 175 PLANNING BOARD	99,418	21,069	21,473	26,881	-	69,424	29,994	70%
Total 176 BOARD OF APPEALS	10,746	83	-	756	-	839	9,907	8%
Total 181 MASTER PLAN COMMITTEE	1,198	122	244	122	-	488	710	41%
Total 192 TOWN BUILDING	104,145	16,533	21,667	31,381	-	69,582	34,563	67%
Total 195 TOWN REPORT	5,000	-	670	-	-	670	4,330	13%
Total 196 AUDIT	30,000	-	-	21,000	-	21,000	9,000	70%
Total 199 STREET LIGHTS	40,000	391	556	643	-	1,590	38,410	4%
Total 210 POLICE	1,723,807	328,608	341,152	392,193	-	1,061,953	661,854	62%
Total 220 FIRE	1,823,886	322,045	408,388	443,173	-	1,173,607	650,279	64%
Total 241 BUILDING INSPECTION	251,235	54,586	54,410	63,127	-	172,123	79,112	69%
Total 292 ANIMAL CONTROL	26,130	5,735	6,030	5,139	-	16,903	9,227	65%
Total 296 CONSTABLE	200	-	-	-	-	-	200	0%
Total 301 SCHOOL DEPARTMENT	11,466,881	1,580,842	2,914,433	3,167,706	-	7,662,981	3,803,900	67%
Total 314 MASCONOMENT ASSESSMENT	9,626,121	2,375,223	2,326,334	2,622,480	-	7,324,036	2,302,085	76%
Total 315 ESSEX TECH ASSESSMENT	619,951	157,622	315,244	119,258	-	592,123	27,828	96%
Total 420 DPW ADMINISTRATION	1,097,863	152,950	179,338	430,244	-	762,531	335,332	69%
Total 425 TRANSFER STATION	375,242	61,854	63,632	80,998	-	206,484	168,758	55%
Total 511 BOARD OF HEALTH	130,437	26,146	32,427	31,428	-	90,001	40,436	69%
Total 541 COUNCIL ON AGING	193,568	45,005	48,792	52,163	-	145,961	47,607	75%
Total 543 VETERANS AGENT	122,652	21,533	25,570	27,786	-	74,890	47,762	61%
Total 545 TRI TOWN COUNCIL	28,500	7,125	7,125	7,125	-	21,375	7,125	75%
Total 548 GARDEN CLUB	5,000	-	1,862	-	-	1,862	3,138	37%
Total 550 CHIEF WILLS FESTIVAL	5,000	-	-	-	-	-	5,000	0%
Total 610 LIBRARY	512,225	122,700	112,570	124,347	-	359,616	152,609	70%
Total 630 RECREATION COMMISSION	44,549	27,996	3,187	2,133	-	33,316	11,233	75%

Total 691 HISTORICAL COMMISSION	1,000	85	-	-	-	85	915	9%
Total 692 MEMORIAL DAY	5,000	-	-	766	-	766	4,234	15%
Total 710 DEBT SERVICE	1,358,927	779,554	46,353	298,028	-	1,123,934	234,993	83%
Total 820 STATE ASSESSMENTS & CHARGES	422,654	105,672	105,672	70,448	-	281,792	140,862	67%
Total 910 COMPENSATION RESERVE	25,000	2,500	659	-	-	3,159	21,841	13%
Total 911 RETIREMENT	1,300,187	1,628,327	-	(328,140)	-	1,300,187	-	100%
Total 913 UNEMPLOYMENT	10,000	198	608	1,708	-	2,514	7,486	25%
Total 914 HEALTH INSURANCE	801,525	262,361	198,734	189,502	-	650,597	150,928	81%
Total 915 GROUP INSURANCE	2,000	723	675	403	-	1,801	199	90%
Total 916 MEDICARE/DEP TAX	76,000	18,000	20,852	21,000	-	59,852	16,148	79%
Total 945 LIABILITY INSURANCE	161,200	286,862	100	(122,681)	-	164,281	(3,081)	102%
Total 962 TRANSFERS TO OTHER FUNDS	340,117	100,000	240,117	-	-	340,117	(0)	100%
Total GENERAL FUND	\$ 34,303,239	\$ 8,797,589	\$ 7,753,827	\$ 8,137,754	\$ -	\$ 24,689,170	\$ 9,614,069	72%
Total CPA	\$ 96,885	\$ 38,975	\$ -	\$ 4,325	\$ -	\$ 43,300	\$ 53,585	45%
Total WATER FUND	\$ 186,914	\$ 37,129	\$ 30,696	\$ 35,288	\$ -	\$ 103,113	\$ 83,801	55%
<p>The Departmental Codes in the 900 series are initially expensed with the Town covering all costs. In March, MELD's portion of these expenditures are journaled out of the GF and into MELD's fund. At fiscal year end, the School's portion of these expenditures are journaled and placed into the appropriate school accounts.</p>								

Town of Middleton, MA
Fiscal Year 2018 Warrant Articles Expenditures (unaudited)

<u>Fund</u>	<u>Fiscal Year</u>	<u>Article #</u>	<u>Account Name</u>	<u>Original Appropriation</u>	<u>Available Balance at 7/1/2017</u>	<u>YTD Expended</u>	<u>Available Balance at 3/31/2018</u>
GF	2011	25	DPW RENO & MOWER	\$ 43,000	\$ 9,800	\$ 6,835	\$ 2,965
GF	2011	26	REPAIR TWN HALL & OLD	52,000	2,277	-	2,277
GF	2012	30	STRM.MNGMNT CONSULT	15,000	2,613	-	2,613
GF	STM 2012		RE-INSULATE FIRE STATION ROOF	35,000	1,271	193	1,078
GF	2013	13	ASSESSOR GIS SYS	32,000	3,736	1,800	1,936
GF	2013	25	DPW BLDG REPAIR	41,000	29,320	-	29,320
GF	2014	16	SCHOOL SECURITY SYST	37,000	7,691	-	7,691
GF	2014	26	DPW BLDG IMPROVEMENTS	35,000	8,513	2,619	5,894
GF	2015	9	FIRE DEPT DEFIB COMPT	27,300	598	304	294
GF	2015	19	RADAR GUN & VESTS	23,300	5,085	189	4,897
GF	2015	21	REP TRAILER LEAF VAC *	25,000	13,219	-	13,219
GF	2015	24	DPW COPY MACH/STAIRS *	26,000	12,332	-	12,332
GF	2015	25	IMPROVE RUBCHINUK PK	90,000	41,605	22,864	18,742
GF	STM 2015	2	ATHLETIC FLD MAINT	35,000	19,357	2,667	16,689
GF	2016	15	FIRE STATION REPAIR	15,000	8,782	4,886	3,897
GF	2016	16	FIRE TRAINING	16,000	3,951	-	3,951
GF	2016	18	ADDTL CHAP 90 FUNDING	75,000	3,555	4,309	(755)
GF	2016	25	DPW BUILDING REFURB	25,000	25,000	-	25,000
GF	2017	17	REMEDiate NATSUE WAY	165,000	145,115	980	144,135
GF	2017	19	LED STREET LIGHT CONVERSION	95,000	67,870	11,516	56,354
GF	2017	20	TIRES FOR 2008 LOADER **	8,000	467	-	467
GF	2017	23	UPGRADE RADIO INFRASTRUCTURE	25,000	2,536	-	2,536
GF	2017	26	PUBLIC FACILITIES STUDY	50,000	5,500	3,500	2,000
GF	2017	27	TEACHER LAPTOPS	3,300	3,300	-	3,300
GF	2017	28	SCHOOL ACCOUNTING SOFTWARE	22,000	22,000	8,792	13,208
GF	2018	26	PAVING & ROAD IMPROVEMENTS	100,000	100,000	51,095	48,905
GF	2018	26	REPLACE DUMP TRUCK	73,000	73,000	70,598	2,402
GF	2018	26	DPW REPLACE RIDING MOWER **	11,000	11,000	10,375	625
GF	2018	26	TRANSFER STATION BUILDING AND DECK REPAIRS	9,000	9,000	-	9,000
GF	2018	26	REPLACE FLAIL MOWER **	8,500	8,500	7,675	825
GF	2018	26	REPLACE ROLLOFF CONTAINER **	7,000	7,000	6,000	1,000
GF	2018	27	PD PISTOLS **	15,900	15,900	15,052	848
GF	2018	27	CRUISER LAPTOPS	12,000	12,000	-	12,000
GF	2018	27	RADAR GUNS **	3,900	3,900	3,882	18
GF	2018	27	PATROL RIFLES **	1,400	1,400	1,364	36
GF	2018	28	OUTFIT FOREST TRUCK	35,000	35,000	15,325	19,675
GF	2018	28	FD SALARIES (MILITARY CALLUP) **	26,000	26,000	25,947	53
GF	2018	28	FD BUILDING REPAIRS	20,000	20,000	-	20,000
GF	2018	28	TURNOUT GEAR WASHER/DRYER *	17,000	17,000	678	16,322
GF	2018	28	FD TRAINING	16,400	16,400	-	16,400
GF	2018	28	FD COMAND POST EQUIPMENT	16,000	16,000	7,701	8,299
GF	2018	28	FD IV PUMPS *	11,000	11,000	-	11,000
GF	2018	28	REPLACE FIRE HOSES	8,000	8,000	1,980	6,020
GF	2018	29	FM CHROMEBOOKS	23,100	23,100	22,175	925
GF	2018	29	FM DOCUMENT CAMERAS	138	138	-	138
GF	2018	29	FM IPADS	10,991	10,991	9,802	1,189
GF	2018	29	FM LIBRARY FURNITURE	13,000	13,000	-	13,000
GF	2018	29	FM SCIENCE CURRICULUM	36,750	36,750	30,219	6,531
GF	2018	29	FM SECURITY SYSTEM	101,358	101,358	-	101,358
GF	2018	29	FM TECHNOLOGY IMPROVEMENTS	25,000	25,000	-	25,000
GF	2018	29	HM CHROMEBOOKS	29,700	29,700	26,370	3,330
GF	2018	29	HM SCIENCE CURRICULUM	66,550	66,550	63,770	2,780
GF	2018	33	COA VAN REPLACEMENT	62,000	62,000	59,518	2,482
GF	2018	33	TOWN HALL WINDOWS	10,000	10,000	-	10,000
GF	2018	34	UPDATE MASTER PLAN	55,000	55,000	-	55,000
GF	2018	34	IT IMPROVEMENTS	34,450	34,450	21,690	12,760
GF	2018	34	VOTING TABULATORS	17,000	17,000	-	17,000
GF	2018	34	EMPLOYEE TRAINING	10,000	10,000	5,553	4,447
GF	STM 2018	7	MEMORIAL HALL REPAIRS	25,000	25,000	20,645	4,355
CEMETERY I	2016	26	OAKDALE CEMETERY WORK	63,000	30,182	-	30,182
CPA	2013	27	OLD TOWN HALL **	13,000	23	-	23
CPA	2014	14	TRAIN STATION	9,500	500	-	500
CPA	2014	27	OLD TOWN HALL REPAIRS	22,000	22,000	-	22,000
CPA	2015	34	PHASE 1 RAILS TO TRAILS	130,000	126,600	-	126,600
CPA	2016	20	SHADE STRUCTURE AT HM **	25,000	14,985	10,995	3,990
CPA	2016	21	TOWN COMMON IMPROVEMENT	100,000	4,713	-	4,713
CPA	2016	45	OLD TOWN HALL PLANS + DRAWINGS FOR REPAIR	20,000	8,510	-	8,510
CPA	2018	35	CURTIS SAW MILL PROJECT	4,900	4,900	-	4,900
WATER	2108	26	WATER PRESSURE UPGRADES/STUDIES LAKEVIEW AVE	65,000	65,000	8,800	56,200

* - ARTICLE EARMARKED TO BE RE-APPROPRIATED AT ANNUAL TOWN MEETING; REMAINING BALANCES TO BE CLOSED OUT TO FREE CASH/FUND BALANCE

** - ARTICLE WILL BE CLOSED OUT TO FREE CASH AT END OF FISCAL YEAR

Town of Middleton, MA
Fiscal Year 2018 Encumbrance Expenditures (unaudited)

<u>Fund</u>	<u>Department</u>	<u>Account Name</u>	<u>Approved</u>	<u>YTD Expended</u>	<u>Available Balance</u> <u>at 3/31/2018</u>
GF	Treasurer	Contractual Services	\$ 363	\$ 363	\$ -
GF	Clerk	Capital Outlay	5,000	3,510	1,490
GF	Police	Compensation Reserve	168,386	111,352	57,034
GF	Police	Training	25,934	19,564	6,370
GF	Police	Mobile Phone	1,500	366	1,134
GF	Police	Contractual Services	5,183	1,400	3,783
GF	Police	New Cruiser	6,000	-	6,000
GF	School	Salaries	301,752	301,752	-
GF	School	Supplies	148,635	127,783	20,852
GF	DPW	Catch Basin Cleaning	12,000	11,988	12
GF	DPW	Stone Sealing	6,500	4,118	2,382
GF	Transfer Station	Monitoring Wells	14,630	19,780	(5,150)
GF	BOH	Consultant	2,880	1,286	1,594
GF	COA	Fuel	336	336	-
GF	COA	Equipment Repair	66	66	0
GF	COA	Telephone	725	801	(76)
GF	COA	Copier/Printer	156	-	156
GF	COA	Contractual Services	118	-	118
GF	COA	Building Maintenance	956	142	814
GF	COA	Travel	1,583	1,580	4
GF	COA	Outlay Equipment	175	-	175
GF	Historical Commision	Map & Deed Binding	329	309	19
WATER	Water	Contractual Services	11,000	9,375	1,625
			<u>\$ 714,208</u>	<u>\$ 615,871</u>	<u>\$ 98,337</u>

Town of Middleton, MA
Fiscal Year 2018 Revenues (unaudited)

For the Period Ended GENERAL FUND	BUDGET	9/30/17 Quarter 1	12/31/17 Quarter 2	3/31/18 Quarter 3	6/30/18 Quarter 4	Total YTD REVENUE	(UNDER)/OVER BUDGET
PERSONAL PROPERTY TAXES	\$ 653,701	\$ 247,806	\$ 80,724	\$ 230,467		\$ 558,997	\$ (94,704)
REAL ESTATE**	26,980,411	6,479,716	7,028,343	6,813,533		20,321,592	(6,658,819)
TAX LIEN/TITLE/FORECLOSURE	*	31,032	9,204	(21,734)		18,502	n/a
MOTOR VEHICLE EXCISE	1,800,000	169,021	112,388	1,402,431		1,683,840	(116,160)
OTHER EXCISE - MEALS	170,000	55,813	56,244	50,208		162,265	(7,735)
OTHER EXCISE - ROOM	230,000	71,562	26,306	84,402		182,270	(47,730)
OTHER EXCISE - PENALTIES AND INTEREST ON TAXES	100,000	10,238	30,650	23,034		63,922	(36,078)
PILOT	125,000	-	-	82,499		82,499	(42,501)
PILOT - MELD	204,000	-	204,000	-		204,000	-
CHARGES FOR SERVICES - SOLID WASTE FEES	160,000	53,165	106,260	4,985		164,410	4,410
FEES	105,000	28,127	26,212	27,153		81,492	(23,508)
DEPARTMENTAL REVENUES - LIBRARIES	3,500	645	698	1,172		2,515	(985)
DEPARTMENTAL REVENUES - CEMETERIES	50,000	16,600	11,920	9,800		38,320	(11,680)
OTHER DEPARTMENTAL REVENUE	55,000	14,329	24,031	21,700		60,060	5,060
LICENSES AND PERMITS	610,000	103,625	254,603	119,112		477,340	(132,660)
FINES AND FORFEITS	20,000	5,095	2,885	3,125		11,105	(8,895)
INVESTMENT INCOME	40,000	14,174	14,905	20,288		49,367	9,367
MEDICAID REIMBURSEMENT	30,000	4,954	2,167	4,732		11,853	(18,147)
STATE AID	2,301,696	561,565	580,800	585,116		1,727,481	(574,215)
TRANSFERS IN	749,401	668,975	80,426	-		749,401	-
Total GENERAL FUND	\$ 34,387,709	\$ 8,536,442	\$ 8,652,766	\$ 9,462,023	\$ -	\$ 26,651,231	\$ (7,736,478)
Total CPA	\$ 228,642	\$ 53,308	\$ 91,248	\$ 60,324	\$ -	\$ 204,880	\$ (23,762)
Total WATER FUND	*	\$ 25,450	\$ 11,775	\$ 311,110	\$ -	\$ 348,335	N/A

* Indicates budgeted figures not available.

** Net of Overlay raised on recap

Note: The budgeted figures for Personal Property and Real Estate taxes are the amounts to be raised per the recap

Note: Budgeted revenues does not include the free cash or overlay surplus appropriated for fiscal year expenditures

Town of Middleton, MA
Revolving Funds (unaudited)

	Fund Balance as of 7/1/2017	Revenue as of 3/31/18	Expenditures as of 3/31/18	Fund Balance as of 3/31/18
RECREATION REVOLVING	\$ 17,343	\$ 3,675	\$ (8,472)	\$ 12,546
USER FIELD FEES	32,324	5,400	(2,146)	35,578
COA TRIP FUND	17,085	14,817	(11,901)	20,001
STORMWATER MANAGEMENT	600	100	-	700
FIREARMS LICENSES AND PERMITS	13,355	1,479	(2,005)	12,828

Town of Middleton, MA
Appropriation Funds (unaudited)

	Fund Balance as of 3/31/18	Revenue as of 3/31/18	FY 19 Appropriation
FIRE ALARM FEES	\$ 13,655	\$ 600	\$ (15,000)
AMBULANCE FUND	801,573	405,714	(425,000)
WATER FUND	964,863	348,335	(191,155)
CELL TOWER LEASE RECEIPTS	154,671	52,447	(60,000)
PEG	439,087	154,684	(211,186)
WEIGHTS & MEASURERS	32,792	-	(10,000)
OPEB*	1,134,391	85,523	75,000
STABILIZATION*	1,937,970	3,939	(475,000)
CAPITAL STABILIZATION*	-	-	400,000
RETIREMENT STABILIZATION*	-	-	25,000
SPED STABILIZATION*	100,000	-	50,000
SPED RESERVE FUND*	135,000	-	-
* Revenue amount indicates interest only.			

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Ryan Ferrara

From: Ryan Ferrara
Sent: Thursday, May 31, 2018 11:34 AM
To: 'Elena Witham (245middletonpub@gmail.com)'; 'tdemakis@demakislaw.com'
Subject: Main Street Grill Update

Elena and Attorney Demakis, I wanted to make you aware that our office will be providing an update to the Middleton Board of Selectmen regarding the current status of the Main Street Grill licenses at their meeting on June 5th. Our office will be reaching out to our Treasurer/Collector, Middleton Electric Light Department (MELD), Fire Department and Danvers Water Department to determine whether there are any outstanding bills due. Our office is also still waiting for you to provide notice from the Massachusetts Department of Revenue (DOR) that you have some form of payment plan in place to settle your debt with the Commonwealth. It has been explained to me by my contact from DOR that DOR is unable to issue you a Certificate of Good Standing but is, as a substitute measure, willing to provide you with a letter stating that the Main Street Grill has entered into a payment plan with the Commonwealth. Could you please provide this office with a copy of this letter and any other information relevant to the maintenance of your licenses with the Town.

Ryan Ferrara
Assistant Town Administrator
Town of Middleton
Office: 978-777-3617
Cell: 617-212-3199
EMail: ryan.ferrara@middletonma.gov

When responding, please be aware that the Massachusetts Secretary of State has determined that most email is public record and therefore cannot be kept confidential.