

**BOARD OF SELECTMEN  
MEETING AGENDA**

**Fuller Meadow School  
Nathan Media Center  
143 South Main Street, Middleton, MA 01949  
Tuesday, October 9, 2018  
6:00 PM**

*This meeting is being recorded*

- 6:00 PM Executive session under GL c. 30A, s. 21(a)(6), to consider the purchase, acquisition, or value of real property where the Chairman declares discussion in open session would have a detrimental effect on the position of the Town.
1. 7:00 PM Warrants: 1907 (9/27/18) and 1908 (10/11/18)  
Minutes:
- Open session: September 11, 2018 and September 18, 2018
  - Executive session: September 11, 2018 and September 18, 2018
- Town Administrator updates and reports
2. 7:05 Request from Attorney Christina Granes, of Tinti, Quinn, Grover & Frey, P.C. on behalf of Middleton Golf Course II, INC., DBA Middleton Golf, for approval of the following petition: Application for the alteration of licensed premises on behalf of Middleton Golf Course, II, INC, for removal of the former deck area and the addition of (288sq.ft.) brick patio and a porch area that will access the area from the second floor (192sq.ft.), 105 South Main Street, Middleton, MA.
3. 7:10 PM Preliminary FY20 budget discussions: Council on Aging, Veterans Service Officer, Flint Library, Middleton Elementary
4. 7:30 PM Vote to accept donation to the Middleton Food Pantry in the amount of \$3,122.00 from Jim Desrochers of TrueView Financial on behalf of the Food Truck Festival organizers
5. 7:35 PM Vote to appoint a Deputy Public Works Superintendent
6. 7:40 PM Review and approve request of Police Chief James DiGianvittorio to offer a conditional full time appointment to Reserve Officer Joseph Fedullo allowing him to attend the full time Police academy in October; and to approve offering a Reserve Officer appointment to Melissa Witt.
7. 7:45 PM Discussion of November 13, 2018 Special Town Meeting, including votes related thereto
8. 7:55 PM New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed
9. 8:00 PM Executive session under GL c. 30A, s. 21(a)(6), to consider the purchase, acquisition, or value of real property where the Chairman declares discussion in open session would have a detrimental effect on the position of the Town.

*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.*

**Town of Middleton**  
**Summary of Weekly Bills Payable and Payroll Warrants**  
Office of the Town Accountant

**Warrant Date: 9/27/18**

**Warrant Number: #1907**

**Payroll Warrant Total:**

**\$ 624,231**

| <u>Department</u>   | <u>Amount</u> | <u>Detail of Expenses</u>           |
|---------------------|---------------|-------------------------------------|
| Board of Health     | \$8,395       |                                     |
| COA                 | \$10,230      |                                     |
| Election            | \$0           |                                     |
| Electric Light      | \$64,640      | \$11,113 Overtime; \$1,882 Call Out |
| Fire                | \$46,882      | \$17,279 Overtime; \$0 Part time    |
| Inspections         | \$10,028      |                                     |
| Library             | \$15,998      |                                     |
| Memorial Hall       | \$27,946      |                                     |
| Planning            | \$3,010       |                                     |
| Police              | \$55,976      | \$4,101 Overtime; \$2,072 Reserves  |
| Police Details      | \$10,648      |                                     |
| Public Works        | \$28,685      | \$0 Snow; \$2,130 Overtime          |
| Recreation          | \$0           |                                     |
| Senior Work Off     | \$0           |                                     |
| School              | \$341,791     |                                     |
| Teacher Balloon Pay | \$0           |                                     |
| Town Officers       | \$0           |                                     |

**Bills Payable Warrant Total:**

**\$ 1,869,995**

| <u>Department/Expense Category</u> | <u>Amount</u> | <u>Detail of Expenses</u>   |
|------------------------------------|---------------|---|
| All Payroll Deductions             | \$73,210      |   |
| Administrator                      | \$2,601       | Various Expenses  |
| Accounting                         | \$0           |   |
| Assessor                           | \$123         | Various Expenses  |
| Clerk                              | \$9,540       | \$9,540 Poll Pads, Election Related Misc.                         |
| Cultural Council                   | \$0           |   |
| COA                                | \$4,355       | \$1,191 Food Pantry   |
| DPW                                | \$122,303     | \$80,086 Paving; \$19,803 Waste Disposal                          |
| Fire                               | \$23,706      | \$14,301 Vehicle Repairs Art 18 ATM                               |
| Health Director / IT               | \$261         | Various Expenses  |
| Inspections                        | \$243         | Various Expenses  |
| Library                            | \$8,206       | \$4,214 Purchase Books; \$2,398 Electricity                       |
| MELD                               | \$841,554     | \$737,468 Purchase Power  |
| Planning                           | \$109         | Various Expenses  |
| Police                             | \$5,557       | \$2,911 Fuel  |
| Recreation                         | \$0           |   |
| School                             | \$242,079     | \$107,060 IT Related; \$47,470 Tuition; \$26,797 Transportation   |
| Treasurer                          | \$536,146     | \$308,089 Health Ins. Deductions; \$204,730 Essex Tech Assessment |
| Veterans Agent                     | \$0           | Veteran Benefits  |

**Minutes of the MIDDLETON BOARD OF SELECTMEN**  
**Fuller Meadow School**  
**Nathan Media Room**  
**143 South Main Street, Middleton, MA 01949**  
**September 11, 2018 7:00PM**

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

*Absent: None*

*Others Present: Town Administrator Andrew Sheehan, Minutes Secretary Judi Stickney, Wendy Thomas, Gerry Gove, Susan Givens, Tasha Cooper, Spero Demakes, Theresa Bono, Bill Hewig, Frank Twiss, Susan Gannon, Ellen Strobel, Barbara Tilton, Alice Tierney, Zillie Bhuj, Kevin Lyons, and others*

Chairman Kosta Prentakis called the meeting to order at 7:04PM and called for a moment of silence in observance of the 17<sup>th</sup> anniversary of September 11<sup>th</sup>.

**7:00 PM**

- **Warrants:** Town Administrator Andrew Sheehan provided a brief review of Warrant #1905, dated 8/30/18, for Payroll in the amount of \$570,887; and Bills Payable in the amount of \$1,171,069, as well as Warrant #1906, dated 9/13/18, for Payroll in the amount of \$609,231; and Bills Payable in the amount of \$562,616, and the Board took the following action:  
On a **MOTION** made by **Houten**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously to approve both warrants, as presented.
- **Minutes:**
  - **August 27, 2018 Executive Session Jointly with Finance Committee:**  
After a brief review of available minutes, the Board took the following action:  
On a **MOTION** made by **Cresta**, second by **Houten**, the Board of Selectmen **VOTED** to accept the minutes of the August 27, 2018 executive session held jointly with the Finance Committee, as submitted. **Moreschi abstained.**
- **Town Administrator Updates and Reports**
  - **Primary Election:** Town Administrator Andy Sheehan provided the Board with an update on the Primary Election held on September 4<sup>th</sup>, noting that 17% of 6500 voters turned out to vote. Sheehan added that Middleton's turnout was a little lower than other areas of the state but was better than expected. He announced that the State Election will be held on November 6<sup>th</sup>.
  - **Master Plan of the Metropolitan Area Planning Council:** Sheehan advised that the Metropolitan Area Planning Council is working on the Master Plan, adding that the town's new Zoning Bylaw Review Committee will be involved in implementation of the Master Plan. Sheehan advised that there have been only two applicants for the committee so far, but he hopes to have a committee in place to review the Master Plan.
  - **Next Meetings:** Sheehan advised the next two meetings of the Board of Selectmen are scheduled for Tuesday, September 18<sup>th</sup>, and Tuesday, October 9<sup>th</sup>.

- **Environmental Bond Bill:** Sheehan advised that \$250,000 has been earmarked for Maple Street improvements thanks to Senator Tarr's efforts. Sheehan also publicly thanked Reps Speliotis and Jones for their support. Cresta provided more information on the Environmental Bond Bill.
- **Grant Awards Ceremony in Peabody:** Sheehan reported that he recently attended a grant awards ceremony in Peabody where Middleton received a \$171,925 grant for the reconstruction of Liberty and Maple Streets which will include crosswalks and sidewalks, and other improvements. Sheehan added that we'll be using Chapter 90 funds for the design portion.
- **FY2018 Books Closed:** Sheehan reported that the auditors were in town to do preliminary work and field work on the audit. The Town Accountant will be submitting free cash soon, adding that she is expecting a little over \$2M. He added that the auditors are happy with the direction Middleton is going.

**7:15 PM Review and Discuss Main Street Grill's Compliance with the Terms of its License:** Mr. Spero Demakes met with the Board to advise that he is still in meetings to resolve his financial issues and is 90% certain he will have definitive plans in place with detailed information for the Board at their next meeting.

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to continue the license discussion to the next meeting.

**7:17 PM Cable Television Public Hearing:** Selectman Chair Kosta Prentakis advised that the Ascertainment Hearing is to determine whether to issue a cable television license to Verizon and to Comcast, noting that the ascertainment hearing for both carriers is being jointly held. Prentakis asked for a motion to open the public hearing:

On a **MOTION** made by **Cresta**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to open the public hearing.

The Chair opened the hearing advising that the Ascertainment Hearing is to discuss the service provided by the two cable television providers for the town, Verizon and Comcast, noting that the monthly service costs are not part of the Ascertainment Hearing. The Chair asked if there was anyone in attendance who wanted to speak:

- **Teresa Buono, 25 Dixie Drive:** Bono advised that she did not see the information that was to have been posted online and hoped that her comments were pertinent. Bono read aloud a statement she had prepared, noting that the only facility in town that can provide live meetings is Fuller Meadow. She asked the Board to consider that the upcoming contracts continue to provide \$60,000 in PEG funding to allow live programming from both schools. She also requested that the PEG funds and how they are disbursed be made public.
- **Bill Hewig, KP Law:** The Town Administrator introduced Bill Hewig, of KP Law, who has been helpful with the negotiations with the cable companies. Selectman Cresta asked the attorney for some background information on cable television licenses. Hewig provided the Board and those in attendance the reason for this hearing as well as some historical information on cable contracts. Selectman Chair Prentakis also had a question on the use of the franchise fees. Hewig advised that the franchise fees are used strictly for cable television and not for internet or telephone.

Chairman Kosta Prentakis asked if there were any additional public comments. Having none, he asked for a motion to close the public hearing.

On a **MOTION** made by **Houten**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously to close the public hearing.

After the vote, the Board continued to discuss cable contracts and various cable topics with Attorney Hewig. At the end of the discussion, the Chair called for a 3-minute recess.

**7:41 PM Discuss Special Town Meeting:** Selectman Chair Kosta Prentakis provided some historical data on the reason for the Special Town Meeting, tentatively scheduled for Tuesday, November 13, 2018, for the purpose of acquiring land on which to build municipal buildings and funding to undertake site planning. Town Administrator Andy Sheehan provided additional information on the town's building needs and the town's efforts to find suitable land, noting that they will be requesting funding for the acquisition, at a cost of \$3.8M and additional funding for preliminary design costs. Sheehan also advised those in attendance that if the acquisition is not approved at Town Meeting, the property has been proposed for use as a 40B housing project. After the Town Administrator's presentation on the Special Town Meeting, he fielded questions and comments from the Board and those in attendance.

Selectman Cresta provided comments on the efforts the Board has made in the past to provide the town with the facilities it needs. Cresta reiterated the proposal for the 40B housing project, if the warrant article fails, encouraging support for the acquisition.

Selectman Chair Prentakis noted the financial commitment is significant, adding that there are ways to keep initial costs down as much as possible.

Selectman Houten also provided information on the efforts the Board has made to purchase land in town for municipal buildings, adding that the lot they are hoping to acquire is the town's best choice for municipal purposes.

Selectman Kassiotis noted that there is very little buildable land left in town, reiterating that they have approached every large landowner in town to purchase land and that this is the best location for this project.

**Nancy Jones, former member of the Board of Selectmen:** Jones noted that the town has delayed the inevitable for years. Jones provided a brief history on her Board's efforts to find land for a new public safety building at that time.

**Rich Benevento, Public Facilities Planning and Building Committee:** Benevento advised that the town continues to grow but is not keeping up with the facilities that are needed for a growing community. He added that the project has been studied for over a year and that the buildings currently in use are, in some cases, not meeting current building codes.

**Barbara Tilton, Council on Aging:** Tilton encouraged the Board to consider the "Senior Center" as more of a community center, benefitting everyone in town, not just seniors. Tilton noted that her board voted to support the new fire station, recognizing that is needed before the community center.

**Frank Twiss, former Fire Chief:** Twiss publicly thanked the Town Administrator, the Board, and the townspeople for all their support over the years, noting that there is a critical need to build a new fire station, to keep the firefighters safe.

Selectman Chair Prentakis closed the meeting to additional public comments and invited anyone with additional questions or comments to a Citizen Feedback session he is hosting on Tuesday, September 25<sup>th</sup>, from 6:30-8PM, at Flint Library in the meeting room.

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to open the Special Town Meeting Warrant, scheduled for Tuesday, November 13, 2018, for the purpose of acquiring land on which to build municipal buildings and funding to undertake site planning.

On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to close the Special Town Meeting warrant.

**8:31 PM Discussion of Masconomet Capital Projects with Masconomet Representatives:** Tasha Cooper, Vice-Chair of the Masconomet School Committee and Chair of the Budget Subcommittee, Superintendent Kevin Lyons, Assistant Superintendent Susan Givens, and Zillie Bhujju, member of the Masconomet school committee from Topsfield. Cooper provided the Board with information on the status of the school's capital projects to maintain an aging facility with many needs. Cooper advised they need more funding than what was approved at Town Meeting and asked the Board for help with how they can provide funding for their projected costs. The Board discussed the issues involved with a regional school, with all three member towns having to agree on funding for capital improvements. Susan Givens provided the Board with information on how they fund projects currently as well as the increasing costs of maintaining the facility, grounds, and state-mandates. The Board continued to discuss methods all three towns can use to move forward with providing funding for the school. Dr. Lyons suggested that all three towns get together in joint meetings to discuss the funding agreements between the towns.

The Chair asked for a motion to convene a committee consisting of one selectman from every town, one member of the Finance Committee from all three towns, the Town Administrators, or their designees, to discuss methods for financing Masconomet's needs.

On a **MOTION** made by **Houten**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously to convene a committee consisting of one selectman from every town, one member of the Finance Committee from all three towns, the Town Administrators, or their designees, to discuss methods for financing Masconomet's needs.

**Retirement of Dr. Lyons:** Masco School Committee member Tasha Cooper provided the Board with information on the process the school committee will follow to hire a replacement Superintendent, noting that there is a Search Committee, chaired by Carolyn Miller of Boxford. Cooper noted that the announcement has gone out to newspapers and parents. They will be sending out a survey to parents and will be holding focus groups for Masco staff and community members. Information is to come out at the end of this week. Once all that happens, the job opening will be posted to the public on September 24<sup>th</sup> and they hope to have a replacement by the end of 2018.

**9:12 PM Executive Session**

On a **MOTION** made by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to enter into Executive Session, under GL c. 30A, s. 21(a)(6), to consider the purchase, acquisition, or value of real property off South Main Street and Boston Street where the Chairman declares discussion in open session would have a detrimental effect on the position of the Town.

Selectman Clerk Kassiotis called the roll call:

**Moreschi: Yes**

**Houten: Yes**

**Prentakis: Yes**

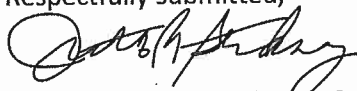
**Kassiotis: Yes**

**MOTION carried unanimously.**

**10:02 PM ADJOURN**

With no further business, on a **MOTION** made by **Houten**, the Board of Selectmen's meeting of September 11, 2018 adjourned at 10:02 PM.

Respectfully submitted,



Judith A. Stickney, Minutes Secretary

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Richard Kassiotis, BOS Clerk

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

- 1) Agenda: September 11, 2018
- 2) Warrants:
  - Warrant #1905, dated 8/30/18, for Payroll in the amount of \$570,887; and Bills Payable in the amount of \$1,171,069
  - Warrant #1906, dated 9/13/18, for Payroll in the amount of \$609,231; and Bills Payable in the amount of \$562,616
- 3) Minutes:
  - August 27, 2018 executive session jointly with Finance Committee
- 4) Return of Service: 245 South Main Street, Middleton
- 5) Letter from Town Administrator to 245 Middleton Pub Corporation, Re: 245 Middleton Pub Corporation d/b/a Main Street Grill, 8/30/18
- 6) Notice of Cable Television Public Hearing
- 7) Town of Middleton Massachusetts Special Town Meeting Warrant, 11/13/18
- 8) Timeline November 13, 2018 Special Town Meeting

- 9) Legal Notice: Notice of Cable Television Public Hearing
- 10) Decision: Alcoholic Beverages Control Commission, Re: Mike's Discount Liquors Inc. d/b/a Mike's Discount Liquors
- 11) Press Release: Masconomet Regional School District Announces Superintendent Retiring and Search for Replacement
- 12) Letter to the Board of Selectmen, Re: Renewal of Cable Television Contracts with Current Service Providers, 9/11/18



**Minutes of the MIDDLETON BOARD OF SELECTMEN**  
**Fuller Meadow School**  
**Nathan Media Room**  
**143 South Main Street, Middleton, MA 01949**  
**September 18, 2018 7:00PM**

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

*Absent: Todd Moreschi*

*Others Present: Town Administrator Andrew Sheehan, Minutes Secretary Judi Stickney, Tanya Stepasiuk, James Burke, George Rozopoulos, Nektario Demakes, Daniel Brennan, and others*

Chairman Kosta Prentakis called the meeting to order at 7:01PM.

**7:01 PM**

- **Minutes:**

- **August 14, 2018 open session;**
- **August 14, 2018 executive session**

After a brief review of available minutes, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** to accept the minutes of the August 14, 2018, and August 14, 2018 executive session, as submitted.

- **Town Administrator Updates and Reports**

- **Lawrence/No. Andover/Andover Gas Issue:** Town Administrator Andy Sheehan advised the Board that things are starting to get back to normal in Andover, North Andover, and Lawrence, even though the residents still have no gas service. Thanks go out to the Middleton Police and Middleton Fire for the mutual aid assistance they provided there on Thursday night. Sheehan added that the Essex County Community Foundation has started a Greater Lawrence Disaster Relief Fund which raised close to \$100,000 in a very short time period. Sheehan added that it was nice to see that kind of response from the residents in the area. Cresta added that the food banks are in need of microwaveable meals, frozen meals, diapers, etc. It was also noted that upwards of 12,000 homes do not have gas and won't have gas for many months.
- **No Meeting Next Week:** Sheehan advised that the next scheduled meeting is October 9<sup>th</sup> and that the Board will need to designate someone to sign warrants for next week.
- **FY2018 Books Closed:** Sheehan reported that the books for FY2018 have been officially closed. Town Accountant Sarah Wood reports that free cash was certified at \$2.201 million. Sheehan thanked Sarah for getting this done in so early.
- **Auction of Unit at Ironwood on the Green:** Sheehan announced that the Zekos Group will be auctioning off unit 615 at Ironwood on the Green. The date of the auction is October 16<sup>th</sup>. Anyone interested can contact the Tax Collector's office, the Assessor's office, or the town's website for more information.
- **Masconomet Superintendent Kevin Lyons Retiring:** Sheehan reported that Masconomet Superintendent Kevin Lyons has announced he will be retiring at the end of the school year, adding that the school committee is seeking feedback through a survey on the

Masconomet website. Sheehan added that there is a link to the survey on the homepage of the Middleton website.

- **Citizen Input Session:** Sheehan announced Selectman Chair Prentakis will be holding a Citizen Input Session on Tuesday, September 25<sup>th</sup>, from 6:30-8pm, at the library.

At the end of the Town Administrator's report, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to designate Selectman Houten to sign the warrant next week.

**7:10 PM Public Hearing: Request from Attorney James Burke for a New License for a Restaurant Beer and Wine Beverages Liquor License and Common Victualler License, located at 81 North Main Street, Middleton, on behalf of Rizzo's Middleton, LLC., by owner and manager George Rozopoulos:**

On a **MOTION** made by **Cresta**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to open the hearing at 7:10pm.

James Burke, attorney for George Rozopoulos met with the Board of Selectmen to request a Beer and Wine Beverages License and a Common Victualler License for his restaurant at 81 North Main Street. The Board asked a few questions, which were answered by the attorney or his client. Some of the questions included the following:

**Prentakis:** What's the percentage of beer and wine sales compared to other sales,

**Rozopoulos:** 15-20%, generally. The Lowell location is near the college, so sales there are slightly higher.

**Prentakis:** What will be the business hours?

**Rozopoulos:** Open at 11AM every day, close at 9:30PM during the week, 10:30PM on the weekends.

**Cresta:** Are all servers TIPS certified?

**Rozopoulos:** Yes

**Houten:** Tell people what you'll have there.

**Rozopoulos:** 20 different salads, roast beef sandwiches, calzones, hot subs, specialty pizzas, healthy bowls, acai bowls, and a specialty yogurt.

The Chair asked if anyone present had any questions or comments. Hearing none, he asked for a motion to close the hearing:

On a **MOTION** made by **Cresta**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to close the hearing.

On a **MOTION** made by **Cresta**, second by **Houten**, the Board of Selectmen **VOTED** to approve both the beer and wine and malt beverage license and Common Victualler license for **Rizzo's Middleton, LLC.**, located at **81 North Main Street, Middleton**, with contingencies noted on the application as well as the TIPS certification.

**7:18 PM Application to change location of Middleton House of Pizza from 251 South Main Street, Middleton MA to 221 South Main Street, Unit C, Middleton MA for the existing Common Victualler License by Nektario Demakes , Manager**

Nektario Demakes met with the Board of Selectmen to request that his Common Victualler License be moved from his present location at 251 South Main Street, to 221 South Main Street, Unit C. There was a brief discussion, question and answer period, where Demakes noted that they will be providing more salads, rice bowls, and more specialties each week, adding that they've been in business in town for 35 years. He hopes to open at the new location by the middle of October. After discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to move the location of the Common Victualler License, as requested.

**7:20 PM Application of New Common Victualler License for Starbucks Corporation, d/b/a Starbucks Coffee, Manager Thomas Martinello, Jr., 221-227 South Main Street, Middleton MA, by DPB Consulting Services, Daniel Brennan, Jr.**

Daniel Brennan, who handles the licenses and permits for Starbucks, met with the Board of Selectmen to procure a New Common Victualler License for Starbucks Corporation. During the question and answer period, it was revealed that there will be 45 interior seats, 10 exterior seats, and a drive-through window. It was noted that the application had lease information redacted. The Chair requested that the applicant provide an unredacted lease to the Board of Assessors, which will not be available to the general public. Brennan advised they will comply with the request and that they are hoping to open October 19<sup>th</sup>. The anticipated hours of operation will be 5am-11pm but closing time may be adjusted to a 9pm or 10pm, based on demand. They will have their own dumpster and anticipate employing 25-35 people. After discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to issue the Common Victualler License for Starbucks Corporation, d/b/a Starbucks Coffee, 221-227 South Main Street, Middleton MA.

**7:25 PM Appointment: Richard Cardinale to the Bylaw Review Committee**

After a very brief discussion:

On a **MOTION** made by **Cresta**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to appoint Richard Cardinale to the Bylaw Review Committee for a term expiring June 30, 2021.

**7:20 PM Appointment: Sarah B. George to the Board of Registrars:**

After a very brief discussion, where it was noted that George would be the Independent Registrar, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to appoint Sarah B. George to the Board of Registrars for a term expiring June 30, 2020.

**7:25 PM    Review and vote to accept and authorize the Fire Chief to expend FEMA-Assistance for Firefighters Grant in the amount of \$168,800**

The Town Administrator advised the Board that Chief Martinuk has received a \$168,800 grant from FEMA-Assistance for Firefighters for the purchase of Self-Contained Breathing Apparatus, which was initially funded with a capital appropriation. Sheehan noted that the grant will free up some of that funding, adding that the Chief does a good job of procuring grant funding.

On a **MOTION** made by **Cresta**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to accept the grant.

**7:27 PM    Discuss Special Town Meeting tentatively scheduled for Tuesday, November 13, 2018, for the purpose of acquiring land on which to build municipal buildings and funding to undertake site planning**

The Town Administrator advised there was not much to add from last week, other than an update from Gienapp Associates. There are additional steps to go through: designer selection, a public procurement component, which adds a little time and effort to the project. Sheehan added that they are looking at a possible date of occupancy of late 2021 or early 2022. Sheehan noted that they will need to establish a building committee over the course of the next couple of months, adding that anyone interested can contact the Town Administrator's office.

**7:32 PM    Review and Vote to Adopt Fraudulent Financial Activities Policy:** The Town Administrator advised this came out of the work that Sarah Wood has been doing and on the advice of the auditors on financial policies, adding that it is not a reflection on any inappropriate activities that are going on, but an effort to tighten up oversight. Sheehan provided a draft of the policy for the board members to view, as he made his brief presentation. Cresta suggested they include the State Inspector General's Office to the policy. Cresta also requested that all employees be made aware of the new policies as they are approved. After discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to approve and adopt the Fraudulent Financial Activities Policy, as amended.

**7:35 PM    Review and Vote to Adopt Travel Expense and Reimbursement Policy:** Town Administrator Sheehan advised this, too, was recommended by the auditors to guarantee that reimbursements are handled the way they should be. Sheehan reiterated that there have been no inappropriate activities, but this will ensure all are handling reimbursements appropriately. Cresta asked if the Town currently has a travel approval policy. Sheehan there is an advance approval portion of the Travel Expense and Reimbursement Policy. Sheehan advised they can look at it and tweak it, if necessary.

On a **MOTION** made by **Houten**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously to approve and adopt the Travel Expense and Reimbursement Policy as written.

**7:42 PM    Vote to act on the recommendation of the Town Administrator and appoint an Assistant Town Administrator/Human Resources Coordinator through June 30, 2021:**

Town Administrator Andy Sheehan introduced Tanya Stepasiuk to the Board members, as his recommendation to be appointed as the Assistant Town Administrator/Human Resources Coordinator, for a term ending June 30, 2021. Sheehan advised that the screening committee consisted of Selectman Kassiotis, Town Clerk Eileen Twiss, Town Accountant Sarah Wood, Chief Martinuk, and Sheehan. Out of over 40 applicants, they interviewed 6-7 people and unanimously agreed that Tanya Stepasiuk was the best choice for Middleton. Tanya Stepasiuk provided the Board with her background, education, and interest in the Assistant Town Administrator position, noting that she is anticipating a start date of October 9<sup>th</sup>. After a brief discussion, the Board took the following action:

**MOTION:** made by **Kassiotis**, second by **Cresta**, to act on the recommendation of the Town Administrator and appoint Tanya Stepasiuk as Assistant Town Administrator/Human Resources Coordinator through June 30, 2021.

The **MOTION** was amended to appoint Tanya Stepasiuk as the Assistant Town Administrator/Human Resources Coordinator, for a term ending September 17, 2021.

**CARRIED unanimously.**

**7:45 PM    Review and vote to adopt Town Administrator goals for FY19:** Town Administrator Andy Sheehan reminded the Board that they had discussed this in July and he has since received input from department heads to come up with a set of new goals and carry-over goals. Sheehan provided a draft of priorities, goals, and objectives for the board members to view as he went over the list with them. A discussion ensued on many of the goals on the list. After discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to adopt the Town Administrator goals for FY19, as submitted, with amendments.

**8:04 PM    Discuss and Vote the request for signage as you enter from Liberty Street facing in a southerly direction before the intersection of Circle Street.**

After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to approve the signage as requested. Motion by Houten, second by Kassiotis, to approve the signage

**8:06 PM    New Business:**

- **Notebook Computers Save Paper!** Selectman Houten noted that tonight's meeting packet consisted of a 3" stack of papers, but was all loaded onto their new notebook computers, saving all that paper. Kassiotis noted that they relied on a courier service to deliver meeting packets before the computers and the courier service was not always reliable.
- **Senior Cook-out:** Selectman Houten noted that the Senior Cookout is scheduled for Thursday at 12 Noon. He is looking forward to seeing many seniors there.

- **Community Feedback Forum on Tuesday:** Selectman Chair Prentakis reminded viewers that he will be holding another community feedback session at the Flint Library on Tuesday, from 6:30PM-8PM.

#### 8:08 PM Executive Session

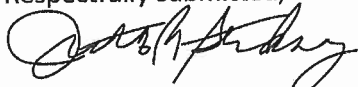
On a **MOTION** made by **Cresta**, the Board of Selectmen **VOTED** unanimously by roll call vote to enter into Executive Session, under GL c. 30A, s. 21(a)(6), to consider the purchase, acquisition, or value of real property off South Main Street and Boston Street where the Chairman declares discussion in open session would have a detrimental effect on the position of the Town.

Selectman Clerk Kassiotis called the roll call:

**Cresta: Yes**  
**Houten: Yes**  
**Prentakis: Yes**  
**Kassiotis: Yes**

**MOTION carried unanimously.**

Respectfully submitted,



Judith A. Stickney, Minutes Secretary

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Richard Kassiotis, BOS Clerk

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

- 1) Agenda: September 18, 2018
- 2) Minutes:
  - August 14, 2018
  - August 14, 2018 executive session
- 3) Application Packet for Retail Alcoholic Beverages License: Rizzo's Middleton LLC
- 4) Application Packet for Common Victualler License: Rizzo's Middleton LLC
- 5) Application Packet for Common Victualler License: Middleton House of Pizza, Inc.
- 6) Application Packet for Common Victualler License: Starbucks Coffee
- 7) E-Mail from Town Clerk to Town Administrator, Re: By-Law Committee, 8/9/18
- 8) E-Mail from Town Clerk to Town Administrator, Re: Appointment – Board of Registrars, 9/11/18
- 9) E-Mail from Fire Chief to Town Administrator, Re: Fire Department AFG Grant, 8/17/18
- 10) Draft: Fraudulent Financial Activities Policy
- 11) Draft: Travel Expense Reimbursement Policy
- 12) Draft: Town Administrator Priorities, Goals, and Objectives FY19

- 13) Memo from DPW Superintendent to Town Administrator, Re: Signage Request on Peabody Street, 9/10/18
- 14) MacNeil, Arianna and Manganis, Julie. "Residents ousted from illegal apartments" **Salem News** 17 September 2018

# TINTI, QUINN, GROVER & FREY, P.C.

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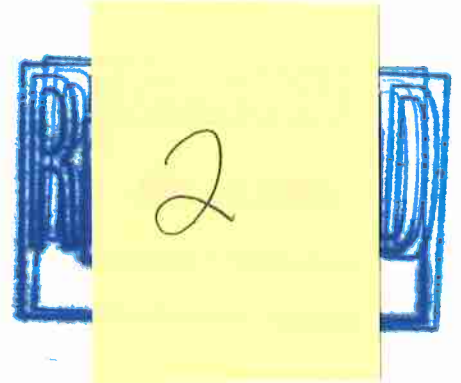
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DANIEL B. KULAK, OF COUNSEL  
JERALD A. PARISELLA, OF COUNSEL

July 20, 2018

Michelle Creasi  
Administrative Secretary  
Board of Selectmen/Town Administrator  
Town of Middleton  
48 S Main St.  
Middleton, MA 01949



**Re: Middleton Golf Course II, Inc.  
Liquor License-Alteration of Premises Application**

Dear Michelle,

Enclosed please find the Alteration of Premises Application for the above-referenced applicant. Please let us know the date that is set by the Board of Selectmen for the month of September Board of Selectmen meeting.

I will be out of the office for the second and third weeks in August and will follow up with you once I return for the abutters list and advertisement.

Please let me know if you should need any further information.

Sincerely,

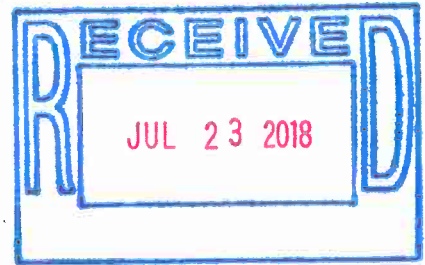
  
Christina Mihos Granese

Enc.



**TABLE OF CONTENTS**  
**MIDDLETON GOLF COURSE II, INC.**  
**APPLICATION TO AMEND LIQUOR LICENSE 2018**  
**ALTERATION OF PREMISES**

1. Monetary Transmittal Form
2. Alteration of Premises Amendment Application
3. Vote of the Corporate Board
4. Supporting Financials
5. Floor Plan
6. Lease, deed, plan and corporate information



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## Attachment 1



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN

Middleton Golf Course II, Inc.

105 South Main Street

Middleton

STATE MA

ZIP CODE

01949

**TRANSACTION TYPE (Please check all relevant transactions):**

- |   |   |   |   |
|---|---|---|---|
| <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit       | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License        |
| <input type="checkbox"/> Change Corporate Name                      | <input type="checkbox"/> Issuance of Stock              | <input type="checkbox"/> New Stockholder      | <input type="checkbox"/> Transfer of Stock          |
| <input type="checkbox"/> Change of License Type                     | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock      | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location                         | <input type="checkbox"/> More than (3) \$15             | <input type="checkbox"/> Pledge of License    | <input type="checkbox"/> 6-Day to 7-Day License     |
| <input type="checkbox"/> Change of Manager                          | <input type="checkbox"/> New License                    | <input type="checkbox"/> Seasonal to Annual   |   |
| <input type="checkbox"/> Other                                      |   |   |   |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE  
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION  
P. O. BOX 3396  
BOSTON, MA 02241-3396**

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## Attachment 2



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION**

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

|   |           |                                    |
|---|-----------|------------------------------------|
| <b>1. NAME OF LICENSEE</b> (Business Contact) |           | Middleton Golf Course II, Inc.     |
| ABCC License Number                           | 070400010 | City/Town of Licensee<br>Middleton |

|  |                        |                |            |
|--|------------------------|----------------|------------|
| <b>2. APPLICATION CONTACT</b>  |                        |                |            |
| The application contact is required and is the person who will be contacted with any questions regarding this application. |                        |                |            |
| First Name:  | Christina              | Middle:        |            |
| Last Name:   | Granese                |                |            |
| Title:   | Attorney               | Primary Phone: | 9787458065 |
| Email:   | cmgranese@tintilaw.com |                |            |

|  |  |             |  |
|--|--|-------------|--|
| <b>3. BUSINESS CONTACT</b>   |  |             |  |
| Please complete this section <u>ONLY</u> if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address. |  |             |  |
| Entity Name:   |  |             |  |
| Primary Phone:   |  | Fax Number: |  |
| Alternative Phone:   |  | Email:      |  |

|  |  |              |  |
|--|--|--------------|--|
| <b>Business Address (Corporate Headquarters)</b> |  |              |  |
| Street Number:                                   |  | Street Name: |  |
| City/Town:                                       |  | State:       |  |
| Zip Code:  |  | Country:     |  |

|  |  |              |  |
|--|--|--------------|--|
| <b>Mailing Address</b>   |  |              |  |
| <input type="checkbox"/> Check here if your Mailing Address is the same as your Business Address |  |              |  |
| Street Number:   |  | Street Name: |  |
| City/Town:   |  | State:       |  |
| Zip Code:  |  | Country:     |  |

## AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

### 6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

#### Premises Address

Street Number:  Street Name:  Unit:

City/Town:  State:  Zip Code:

Country:

#### Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

| Floor Number   | Square Footage | Number of Rooms |
|----------------|----------------|-----------------|
| 2              | 1750           | 1               |
| 2 (porch area) | 192            | 1               |
| outside        | 288            | 1               |
|                |                |                 |
|                |                |                 |
|                |                |                 |
|                |                |                 |
|                |                |                 |

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

#### Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises  Landlord Name

Lease Beginning Term  Landlord Phone

Lease Ending Term  Landlord Address

Rent per Month

Rent per Year

If leasing or renting the premises, a signed copy of the lease is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

## AMENDMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

### 9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

#### Associated Costs

|   |           |
|---|-----------|
| A. Purchase Price for Building/Land       |           |
| B. Purchase Price for any Business Assets |           |
| C. Costs of Renovations/Construction      | 10,550    |
| D. Purchase Price of Inventory            |           |
| E. Initial Start-Up Costs                 |           |
| F. Other (Please specify)                 |           |
| G. Total Cost (Add lines A-F)             | 10,550.00 |

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

You are required to provide all documents relating to financing and/or loans you receive for this transaction

Please provide information about the sources of cash and/or financing for this transaction

#### Source of Cash Investment

| Name of Contributor           | Amount of Contribution |
|-------------------------------|------------------------|
| Middleton Golf Course II Inc. | 10,550.00              |
|                               |                        |
|                               |                        |
|                               |                        |
| <b>Total:</b>                 | <b>10,550.00</b>       |

#### Source of Financing

| Name of Lender | Amount | Does the lender hold an interest in any MA alcoholic beverages licenses? | If yes, please provide ABCC license number of lender |
|----------------|--------|--|--|
| n/a            |        |  |  |
|                |        |  |  |
|                |        |  |  |
|                |        |  |  |
|                |        |  |  |
| <b>Total:</b>  |        |  |  |

### **ADDITIONAL SPACE**

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

The current license covers an outside deck area of 1,500 sq. feet. That deck needed to be torn down in 2016 so that Middleton Golf could replace the rubber roof below the deck. The rubber roof was leaking into the building on which it sits. Middleton Golf's contractor and the roofing company recommended that they do not reinstall the deck on the new rubber roof, as it would void the warranty and may also lead to the same problem in the future.'

Middleton Golf has hired a mason to install a 12' x 24' brick patio on the ground in front of the clubhouse and facing the golf course. Middleton Golf would like to have the liquor license amended to remove the former deck area and add 1.) the 288 sq. foot brick patio and 2.) add the porch area that exits the second floor and goes down to the patio area (192 Sq. Ft.).

This decreases the outdoor area which had been covered by the license by 1020 sq. ft. The patio will have a retaining wall, separating it from the course, and will have signs stating that alcohol is not allowed out of the area and on the course.

**\*\*Cont. from Section 6, Occupancy of Premises**

The Lease is in the name of the former landlord which was a trust. On March 15, 2018, the premises was conveyed to Corbeau LLC, who is currently the owner of the Premises and is Middleton Golf's new landlord. See attached deed and plan.



**APPLICANT'S STATEMENT**

I, Linda J. Lacroix the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member  
Authorized Signatory

of Middleton Golf Course II, Inc., hereby submit this application for Alteration of the Premises  
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:

Linda J. Lacroix

Date:

7/17/18

Title:

President and Treasurer

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## Attachment 3

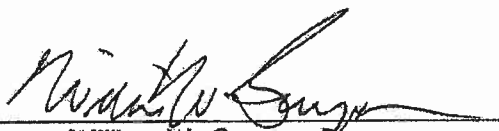
Middleton Golf Course II, Inc.

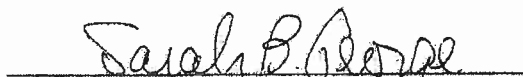
Consent in Lieu of Special Meeting of Board of Directors

Middleton, Massachusetts  
Effective: June 19, 2018

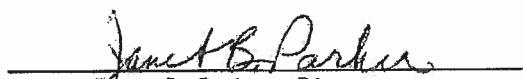
We, the undersigned, being all of the members of the Board of Directors (the "Board") of Middleton Golf Course II, Inc., in lieu of a Special Meeting of the Board, hereby consent to the following actions pursuant to G.L. c. 156B sec. 59:

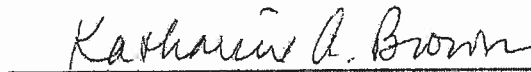
VOTED: That Linda J. Lacroix, as President & Treasurer of Middleton Golf Course II, Inc., and manager of the food & beverage operation and its liquor license, be granted the authority to file an application to amend our All Alcoholic Beverages license with an Alteration of Premises or Location change application.

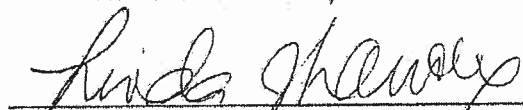
  
William W. George, Director

  
Sarah B. George, Director

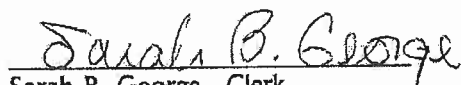
  
Steven A. Tricca, Director

  
Janet B. Parker, Director

  
Katharine A. Brown, Director

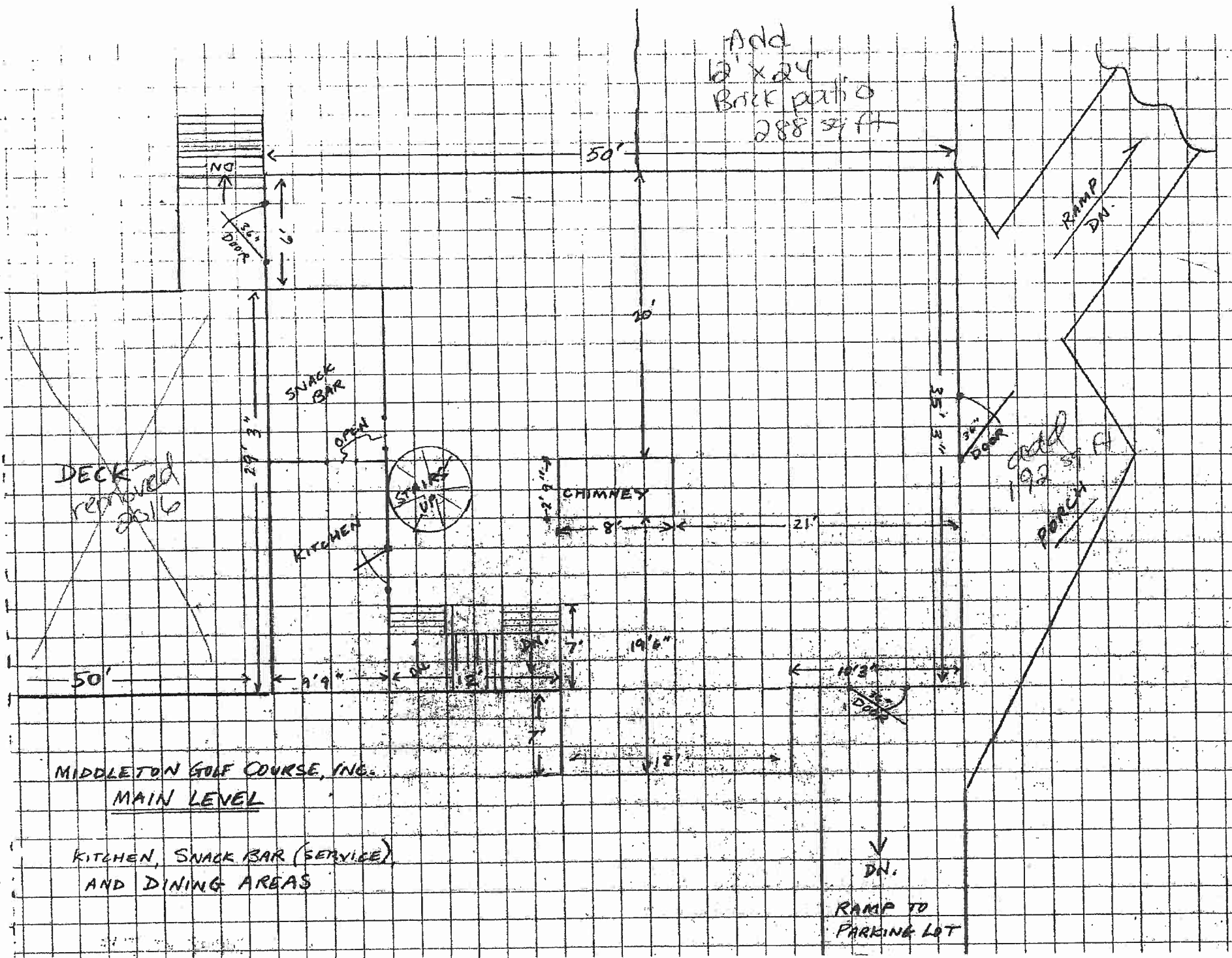
  
Linda J. Lacroix, Director

Attest:

  
Sarah B. George, Clerk

---

## Attachment 5



---

## Attachment 6

## LEASE

### PARTIES

Lease dated as of the first day of June, 2014 by and between Frank B.W. Brown and Sarah B. George, Trustees of the Frank B. W. Brown Nominee Trust, dated November 16, 1988, record owner of ½ of the land and buildings hereinafter described as the Middleton Golf Course, and Katharine A. Brown and Sarah B. George, Trustees of the Margaret H. Brown Nominee Trust, dated November 16, 1988, record owner of ½ of the land and buildings hereinafter described as the Middleton Golf Course, (hereinafter "LANDLORD") and Middleton Golf Course II, Inc., a Massachusetts corporation, (hereinafter "TENANT").

### WITNESSETH:

### PREMISES

1. LANDLORD hereby leases to TENANT and TENANT leases from LANDLORD, upon the terms and conditions herein set forth, the land and buildings which comprise the Middleton Golf Course located on South Main Street in Middleton, Essex County, Massachusetts, hereinafter referred to as the "DEMISED PREMISES" and more particularly described in Schedule "A" of the Lease.

### TERM

2. To have and to hold the DEMISED PREMISES for a term of five (5) years from the commencement date unless sooner terminated as herein provided. The commencement date shall be June 1, 2014, and the lease shall run until May 31, 2019.

### BASE RENT

3. During the first year of this Lease, TENANT shall pay to LANDLORD annual rent of \$72,000 in equal monthly installments of \$6,000.00 (\$3,000.00 each to the Frank B. W. Brown and Margaret H. Brown Nominee Trusts. During the remainder of the term of this Lease or any extension of the term, rent shall be as determined by agreement between the LANDLORD and TENANT or by an independent real estate appraiser chosen jointly by the parties. If the parties are unable to agree on the appraiser, then each shall independently appoint one appraiser and these two shall jointly appoint a third appraiser. A majority determination as to the fair market rate shall be binding on the parties.

Rent shall be due and payable in advance on the first day of each month. If any amount due hereunder is not paid on its due date, the TENANT shall pay a late charge of 3% of the payment overdue per month.

### ADDITIONAL RENT

4. This Lease is an absolutely net lease. As additional rent, TENANT shall pay to LANDLORD on the first day of each month, one-twelfth (1/12th) of the estimated real property tax for the current year on the leased premises. TENANT shall also pay its pro

rata share of the current year's premium for any insurance carried by LANDLORD on the leased premises within ten (10) days of billing. TENANT shall further pay to LANDLORD on the first day of each month, one twelfth (1/12th) of the next year's premium for any insurance carried by LANDLORD on the leased premises.

If the actual real property tax and insurance is greater than that estimated by LANDLORD, TENANT shall pay the excess amount within thirty (30) days after billing LANDLORD. If the actual real property tax and insurance is less than that estimated by LANDLORD, LANDLORD shall refund the overpayment to TENANT. As used in this paragraph, "real property tax" shall mean any form of assessment (both general and specific), levy, penalty or tax (other than estate or inheritance tax) imposed by any authority having direct or indirect power to tax any legal or equitable interest of LANDLORD in the leased premises, including any tax on rent (other than income tax) in lieu of or in addition to normal real property taxes or assessments. TENANT may, at its sole cost and expense (in its name or in the name of LANDLORD, or in the name of both as it may deem appropriate) dispute and contest the real property tax, and in such case, said disputed tax must be paid prior to being contested. TENANT acknowledges the right to contest solely for a refund. Should the real property tax contested be held valid, TENANT shall pay all items, court costs, attorneys' fees, interest and penalties relating thereto.

TENANT shall also pay as additional all charges incurred for any utility services including but not limited to electricity, gas, and water and sewer charges metered to the DEMISED PREMISES. TENANT shall pay all such billings within ten (10) days of receipt.

All rent, whether basic or otherwise, shall be payable at LANDLORD's office at 83 South Main Street, Middleton, Massachusetts or such other place as LANDLORD may from time to time designate in writing to TENANT.

#### USE OF DEMISED PREMISES

5. TENANT shall use and occupy the DEMISED PREMISES, solely for use as a golf course, subject to the following restrictions:

- (a) No business activities of any nature shall be conducted in any portion of the DEMISED PREMISES except as permitted by the Zoning laws of the Town of Middleton;
- (b) All use of the DEMISED PREMISES shall be conducted in a manner consistent with the comfort and convenience of other occupants of the building and in accordance with the provisions of rules and regulations with respect thereto from time to time promulgated;
- (c) No nuisance shall be allowed on the DEMISED PREMISES nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful possession or proper use of the Building by any other occupant;



- (d) No immoral, improper, offensive or unlawful use shall be made of the DEMISED PREMISES or any part thereof.

#### ASSIGNMENT AND SUBLETTING

6. TENANT will not assign, transfer, mortgage or encumber this Lease without obtaining the prior written consent of LANDLORD; nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, without the prior written consent of LANDLORD.

#### CONDITION OF PREMISES, REPAIRS AND MAINTENANCE

7. TENANT accepts the DEMISED PREMISES in the condition in which they are on the date of commencement of the term hereof, acknowledging that they are in good order and condition and sufficient for the uses intended by the TENANT.

TENANT shall at all times during the term hereof and at TENANT's sole cost and expense keep the fixtures, appurtenances, improvements and equipment therein in good order and condition except for damage by fire or unavoidable casualty. All damage or injury to the DEMISED PREMISES (and to the fixtures, appurtenances and equipment therein) caused by TENANT, its agents, employees, visitors, licensees, contractors or suppliers, moving, installing or removing furniture, equipment or other property in, within or out of, the DEMISED PREMISES, shall be repaired, restored or replaced promptly by TENANT at its sole cost and expense, to the reasonable satisfaction of LANDLORD. All aforesaid repairs, restorations and replacements including work done to maintain the DEMISED PREMISES in good order and condition shall be made only after reasonable notice to the LANDLORD and only by contractors approved in advance by the LANDLORD on terms and conditions established by the LANDLORD.

TENANT shall at the end of the term hereof surrender to LANDLORD the DEMISED PREMISES and all alterations, additions, or improvements, if any, in good condition and repair except for damage by fire or unavoidable casualty.

#### ALTERATIONS AND IMPROVEMENTS

8. TENANT shall make no alterations, installations, additions, or improvements including wallpapering, painting and any installation exterior, interior or window signs or attach other materials of any kind on surfaces in or to the DEMISED PREMISES, without LANDLORD's prior consent and then only by contractors approved in advance by LANDLORD, on terms and conditions established by the LANDLORD and at TENANT's sole expense.

#### ARCHITECTURAL INTEGRITY OF BUILDING

9. TENANT shall not take any action which would have an adverse impact on the historic and architectural integrity features of the DEMISED PREMISES which

include, among other important elements, the paneling, walls, doors, and floors of any building on the DEMISED PREMISES and to that end, without limiting the generality: no awning, screen, sign, antenna, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed by TENANT upon or attached to the exterior of any building on the DEMISED PREMISES and no painting, attaching of decals or markings of any kind shall be done by TENANT on the exterior or interior surface of any window.

#### INSURANCE AND INDEMNIFICATION

10. TENANT agrees at its sole cost and expense to procure and maintain during the term hereof fire and extended coverage insurance on TENANT's improvements, fixtures, furnishings and equipment in and upon the DEMISED PREMISES in an amount not less than One Hundred Percent (100%) of the full replacement cost thereof without deduction for depreciation. All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under Article 22 hereof prior to such repair or replacement TENANT will be entitled to any proceeds resulting from damage to TENANT's personal property and LANDLORD will be entitled to all other proceeds, and further TENANT agrees to so procure and maintain appropriate liability insurance protecting TENANT and LANDLORD in connection with TENANT's activities in and about the DEMISED PREMISES with limits of at least \$1,000,000 for personal injuries, at least \$500,000 for property damage, to name the LANDLORD as a co-insured on each such policy, and to furnish the LANDLORD evidence of such insurance upon his request.

TENANT hereby agrees to make no claim against LANDLORD and to assume the responsibility of defending, at TENANT's expense, any claim which shall be made against LANDLORD by any agent, employee, licensee or invitee of TENANT or by others claiming the right to be on or about the DEMISED PREMISES through or under TENANT for any injury, loss or damage to person or property occurring upon the DEMISED PREMISES of the facilities in or adjacent thereto from any cause other than the negligence of LANDLORD. TENANT shall save LANDLORD, its agents and employees harmless and indemnified from all loss, damage, liability or expense incurred, suffered, or claimed by reason of TENANT's neglect of the use of the DEMISED PREMISES or facilities in or adjacent thereto.

#### RULES AND REGULATIONS

11. TENANT and its employees, agents, licensees and visitors will at all times observe faithfully, and comply strictly with, the rules and regulations set forth and attached as an Exhibit hereto. LANDLORD may from time to time reasonably amend, delete or modify existing rules and regulations for the use, safety, cleanliness and care of the DEMISED PREMISES. Modifications or additions to the rules and regulations will be effective upon notice to TENANT from LANDLORD. In the event of any breach of any rules regulations or any amendments or additions to such rules and regulations, LANDLORD will have all remedies which this Lease provides for default by TENANT, and will, in addition, have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations. LANDLORD will not be liable to TENANT for violation of such rules and regulations by its employees, agents, visitors or

licensees or any other person. In the event of any conflict between the provisions of this Lease and the rules and regulations, the provisions of this Lease will govern.

#### TENANT'S DEFAULT

12. Each of the following events (hereinafter called an "Event of Default") shall be a default hereunder by TENANT and a breach of this Lease:

- (a) Nonpayment of Rent. If TENANT shall violate any covenant or agreement providing for the payment of rent or additional rent, and such violation shall continue for five (5) days after written notice;
- (b) Prohibited Transfers. If TENANT shall assign, transfer, encumber, sublet or permit the use of the DEMISED PREMISES by others except in a manner permitted herein;
- (c) Bankruptcy or Insolvency. If TENANT shall be adjudicated a bankrupt, whether voluntarily or involuntarily, or make any general assignment for the benefit of creditors, or take or attempt to take the benefit of any Insolvency, Receivership, or Bankruptcy Act;
- (d) Appointment of Receiver or Trustee. If a receiver or trustee shall be appointed for, or to take possession of, all of a substantial part of the property of TENANT or TENANT's leasehold interest;
- (e) Vacating or Abandonment. If the DEMISED PREMISES are vacated or abandoned by TENANT;
- (f) Attachment, Execution, etc. If there be any attachment, execution or other judicial seizure of all or a substantial part of the assets of TENANT or TENANT's leasehold, where such an attachment, execution or seizure is not discharged within thirty (30) days;
- (g) Estate of TENANT Transferred. If the estate of TENANT be transferred or passed to, or devolve upon, any other person or corporation by operation of law or otherwise;
- (h) Other. If TENANT shall be in default in fulfilling any of the other covenants and conditions of this Lease and such default shall continue for fifteen (15) days after written notice thereof from LANDLORD to TENANT.

#### LANDLORD'S REMEDIES

13. During the continuance of any such Event of Default, LANDLORD may, at its option, refrain from terminating TENANT's right of possession and enforce against TENANT the provisions of this Lease for the full term hereof, or give to TENANT a

written notice of its intention to terminate this Lease, in which latter event the term hereof shall expire at noon upon the fifth day following the date upon which such notice is given or such other date as set forth in Article 14 as fully and completely as if that day were the date fixed for the expiration of the term, without the necessity of any legal process whatsoever; provided always, however, that TENANT shall remain liable to pay the monthly deficiencies throughout the full stated term of this Lease, as hereinafter provided. TENANT, upon such a termination of this Lease, shall thereupon quit and surrender the DEMISED PREMISES to LANDLORD (of if not yet in possession shall no longer have any right to possession of the DEMISED PREMISES), and LANDLORD, its agents and servants may, immediately or at any time thereafter, re-enter the DEMISED PREMISES and dispossess TENANT, and remove any and all persons and any or all property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to prosecution or damages therefor (and no person claiming through or under TENANT or by virtue of any statute or of any order of any court shall be entitled to possession of the DEMISED PREMISES). TENANT specifically acknowledges that, without prejudice to any other right or remedy LANDLORD may have, LANDLORD may, after the giving of the notice hereinabove referred to, cease to supply any services to be supplied by it hereunder and may interrupt electrical service to the DEMISED PREMISES.

In the event of such re-entry or retaking by LANDLORD, TENANT shall nevertheless remain in all events liable and answerable for the full rental to the date of retaking or re-entry, and TENANT shall also be and remain answerable in damages for the deficiency or loss of rent which LANDLORD may thereby sustain in respect of the balance of the term; and in such case LANDLORD reserves full power, which is hereby acceded to by TENANT, to let the DEMISED PREMISES for the benefit of TENANT in liquidation and discharge, in whole or in part, as the case may be, of the liability of TENANT under the terms and provisions of this Lease, and such damages, if ascertainable, and at the option of LANDLORD, may be recovered by it at the time of the retaking or re-entry, or in separate actions, from time to time, as TENANT's obligation to pay rent would have accrued if the term had continued, or from time to time as said damages shall have been made more easily ascertainable by relettings of the DEMISED PREMISES; or such action by LANDLORD may at the option of LANDLORD be deferred until the expiration of the term, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of said term. All rents received by LANDLORD in any such reletting shall be applied first to the payment of such expenses as LANDLORD may have incurred in recovering possession of the DEMISED PREMISES and in reletting the same, second to the payment of any costs and expenses incurred by LANDLORD either for making necessary repairs to the DEMISED PREMISES or incurring any default on the part of TENANT in any covenant or condition herein made binding upon TENANT, and last, any remaining rent shall be applied toward the payment of rent due from TENANT under the terms of this Lease, and TENANT expressly agrees to pay any deficiency then remaining.

LANDLORD shall have a lien for payment of the rent aforesaid upon all of the goods, fixtures, furniture and other personal property of TENANT which may be in or upon the DEMISED PREMISES, and such lien may be enforced in any lawful manner at the option of LANDLORD.

#### LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS

14. If TENANT shall default in the observance or performance of any term or covenant on its part to be observed or performed under or by virtue of any of the terms or provisions in any provision of this Lease, LANDLORD, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of TENANT. If in connection therewith LANDLORD makes any expenditures or incurs any obligations for the payment of money or in instituting, prosecuting or defending any action or proceedings commenced before or during the term of this Lease, including but not limited to legal expenses and attorneys' fees, such sums paid or obligations incurred with legal interest and costs shall be paid to LANDLORD by TENANT on demand, and if not paid, LANDLORD, at LANDLORD's option, in addition to any other remedy, may deem the same to be additional rent.

#### LANDLORD'S RIGHT OF ACCESS

15. LANDLORD may, at any time during TENANT's occupancy during reasonable hours, enter, either to view the DEMISED PREMISES or to make repairs.

#### TENANT HOLDING OVER

16. If TENANT shall not immediately surrender possession of the DEMISED PREMISES at the termination of this Lease, TENANT shall become a tenant from month to month, provided rent shall be paid to and accepted by LANDLORD, in advance, at the rate of rent payable hereunder just prior to the termination of this Lease; but unless and until LANDLORD shall accept such double rental from TENANT, LANDLORD shall continue to be entitled to retake or recover possession of the DEMISED PREMISES as hereinbefore provided in case of default of the part of TENANT, and TENANT shall be liable to LANDLORD for any loss or damage it may sustain by reason of TENANT's failure to surrender possession of the DEMISED PREMISES immediately upon the expiration date of the term of this Lease.

#### EXPIRATION OF TERM

17. (a) TENANT at the expiration of the term hereof, or at any prior termination as herein provided, shall peaceably yield up the DEMISED PREMISES and all additions, improvements and alterations made thereupon in accordance with the provisions of this Lease.
- (b) TENANT and those claiming by, through or under TENANT may, except as set forth above, at any time prior to the expiration of the term or prior termination thereof, remove its personal property, trade fixtures and any equipment, installed by it from the DEMISED PREMISES, and TENANT shall promptly repair any damages caused by such removal.
- (c) Any property, fixtures or equipment of TENANT's remaining on the DEMISED PREMISES after said expiration or termination shall be deemed abandoned and may be removed and disposed of by LANDLORD as LANDLORD shall determine, and LANDLORD may charge the cost of such removal and any repairs or replacements to the DEMISED PREMISES necessitated thereby to TENANT.

#### ATTORNMEN

18. TENANT shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by LANDLORD covering the DEMISED PREMISES, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the LANDLORD under this Lease.

#### QUIET ENJOYMENT

19. LANDLORD covenants and agrees with TENANT that so long as TENANT pays the Rent and observes and performs all the terms, covenants and conditions of this Lease on TENANT's part to be observed and performed, TENANT may peaceably and quietly enjoy the DEMISED PREMISES subject, nevertheless, to the terms and conditions of this Lease, and TENANT's possession will not be disturbed by anyone claiming by, through or under LANDLORD.

#### EFFECT OF SALE

20. A sale, conveyance or assignment of the DEMISED PREMISES will operate to release LANDLORD from liability from and after the effective date of such sale, conveyance or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arose prior to such sale, conveyance or assignment. TENANT will look solely to LANDLORD's successor in interest in and to this Lease.

#### SUBORDINATION CLAUSE

21. This lease shall be subject and subordinate at all times to the lien of any mortgage, master deed and condominium regime, or facade easement which may now or which at any time hereafter affect the Building of which the DEMISED PREMISES are a part. The TENANT agrees to execute upon LANDLORD's request documents evidencing and acknowledging such subordination.

#### DESTRUCTION BY CASUALTY

22. If the DEMISED PREMISES are partially damaged or destroyed by storm, fire, lightning, earthquake or other casualty, but are still usable by TENANT for the conduct of its business in substantially the same manner as it was conducted immediately prior to such damage or destruction, the rental hereunder shall be adjusted to take into account the value of any leased space lost as a result of the damage or destruction. Said rental adjustment shall apply until the damage is repaired or the destroyed areas are restored by LANDLORD (if LANDLORD in its sole discretion agrees to effect such repairs or restoration). If the damage or destruction is so extensive as to render the DEMISED PREMISES not suitable for the said conduct of TENANT's

business either party may terminate this Lease by written notice given within thirty (30) days after the date of such damage or destruction.

#### CONDEMNATION OR EMINENT DOMAIN

23. In the event that all or a material part of the DEMISED PREMISES shall be condemned or taken in any manner for any public or quasi-public use, this Lease shall cease and terminate as of the date of the taking of title.

#### OPTION TO EXTEND LEASE

24. TENANT shall have the option to extend this lease for an additional option period of five (5) years under the same terms and conditions, except as to rent, by notifying LANDLORD in writing of its exercise of its option at least ninety (90) days prior to the expiration of the original term or option period then in effect.

#### ASSENTS

25. No assent, express or implied, by one party to any breach of any covenant or condition herein contained on the part of the other to be performed or observed, and no waiver, express or implied of or failure by one party to insist on the other's prompt performance or observance of any such covenant or condition, shall be deemed to be waiver of or assent to any succeeding breach of the same, or any other covenant or condition.

#### ENTIRE AGREEMENT

26. This instrument contains the entire and exclusive agreement between the parties and supersedes and terminates all prior or contemporaneous arrangements, understandings and agreements, whether oral or written. This Lease may not be amended or modified, except by a writing executed by LANDLORD and TENANT and approved by any Institutional First Mortgagee.

#### GOVERNING LAW AND SEVERABILITY

27. This Lease shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In the event any provision of this Lease shall be determined to be invalid or unenforceable under applicable law such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Lease shall be construed as if such provision had never been made part hereof.

#### BINDING EFFECT

28. This Lease shall be binding upon and inure to the benefit of all administrators, executors, personal representatives, heirs, successors and permitted assigns, including all permitted sub-tenants, of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

WITNESS:

J. Thomas Jacques

J. Thomas Jacques

J. Thomas Jacques

J. Thomas Jacques

LANDLORD:

Frank B.W. Brown

Frank B.W. Brown, Trustee of the  
Frank B. W. Brown Nominee Trust, Lessor

Sarah B. George

Sarah B. George, Trustee of the  
Frank B. W. Brown Nominee Trust, Lessor

Katharine A. Brown

Katharine A. Brown Trustee of the  
Margaret H. Brown Nominee Trust, Lessor

Sarah B. George

Sarah B. George Trustee of the  
Margaret H. Brown Nominee Trust, Lessor

WITNESS:

J. Thomas Jacques

TENANT:

MIDDLETON GOLF COURSE II, INC.

By: William W. George

William W. George, President



EXHIBIT A

PARCEL I. The land in Middleton, bounded and described as follows:

Beginning on the Westerly side of South Main Street at the Northeasterly corner of Lot B on plan hereinafter referred to; thence running in a general

WESTERLY and  
SOUTHWESTERLY direction on 8 courses as shown on a street plan a distance of 2,018.68 feet to land formerly of the Estate of Daniel Fuller; thence running

NORTHWESTERLY as the stone wall stands and continuing in the same general direction by land formerly of said Fuller estate and land now or formerly of Richardson about 770.61 feet to a corner; thence running

NORTHEASTERLY by land of owners unknown and land of Henderson 2090.75 feet to said South Main Street; thence running

SOUTHEASTERLY by said South Main Street, 376.94 feet to a bound stone; thence on a curve to the left, said curve having a radius of 1000 feet, a distance of 176.70 feet to the point of beginning.

Being shown on Lot A on a plan of "Land of Felicia Jankowski, Middleton, Scale 1"=160', Feb. 1944, T.A. Appleton, C.E. "duly recorded in Essex South District Registry of Deeds, Book 3373, Page 1.

Containing 30.55 acres more or less according to said plan.

PARCEL II. The land in Middleton, bounded and described as follows, viz:

Beginning at the Northeasterly corner of the lot herein conveyed at the Southeasterly corner of Lot A on plan hereinafter referred to; thence running

SOUTHEASTERLY by South Main Street on a curve to the left, said curve having a radius of 1000 feet, a distance of 55.24 feet to a bound stone; thence continuing

SOUTHEASTERLY by South Main Street 437.86 feet to land formerly of the Estate of Daniel Fuller; thence running

SOUTHWESTERLY by land formerly of the Estate of Daniel Fuller as the wall stands, 1,057.46 feet to an angle; thence running

WESTERLY by land of said Fuller Estate as the wall stands, 1,040.46 feet to a corner; thence running

NORTHWESTERLY by said Fuller Estate land as the wall stands, 311.98 feet to the Southwesterly corner of said Lot A; thence running in a general

NORTHEASTERLY  
and EASTERLY

direction by 8 courses, bounded Northwesterly by said Lot A  
distance of 2,018.68 feet to said South Main Street and the point  
of beginning.

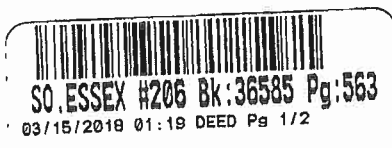
Containing 20.95 acres and being shown as Lot B on a plan of Land of Felicia  
Jankowski hereinabove mentioned.

Excepted from these premises is that parcel of land with the buildings thereon, more  
particularly consisting of 2.137 acres described on a plan by Hayes Engineering, Inc.,  
828 Lynn Fells Parkway, Melrose, Mass. entitled "Plan of Land in Middleton, Mass,  
belonging to Alice M. Johnson," recorded in Essex South District Registry of Deeds in  
Plan Book 104, Page 64.

Also excepted from these premises is that parcel of land described in a plan by Hayes  
Engineering, Inc., 828 Lynn Fells Parkway, Melrose, Mass. entitled "Plan of Land in  
Middleton owned by Frank B.W. Brown and Margaret H. Brown, Scale 1"=80', July 21,  
1970," recorded in Essex South District Registry of Deeds in Book 8754, Page 338.

The purpose of this deed is to confirm the deed recorded in Essex South District  
Registry of Deeds at Book 9540, Page 545 by stating correctly the consideration for said  
deed.

Location of property: 93 South Main Street, Middleton, MA 01949



QUITCLAIM DEED

We, Sarah B. George and Katharine A. Brown, as Trustees of the Frank B.W. Brown Trust, w/t/d dated July 27, 1988 as evidenced by a Certificate of Trust Pursuant to M.G.L. CH. 184, S. 35 recorded with the Essex South Registry of Deeds in Book 32994, Page 407,

for consideration of less than one hundred dollars,

grant to Corbeau. LLC, a Massachusetts limited liability company, of 85 S. Main Street, P.O. Box 717, Middleton, Essex County, Massachusetts,

WITH QUITCLAIM COVENANTS

that parcel of land with the buildings thereon more particularly consisting of 2.137 acres described on a plan by Hayes Engineering, Inc., 828 Lynn Fells Parkway, Melrose, Mass. Entitled "Plan of Land in Middleton, Mass. Belonging to Alice M. Johnson" recorded in Essex South District Registry of Deeds in Plan Book 104, Plan 64.

Being the same premises conveyed to the trust by deed dated November 26, 2013 and recorded with said Registry of Deeds in Book 32994, Page 414.

WITNESS our hands and seals this 8<sup>th</sup> day of March, 2018.

Sarah B. George  
Sarah B. George, Trustee

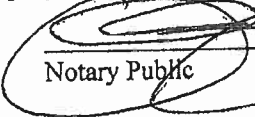
Katharine A. Brown  
Katharine A. Brown, Trustee

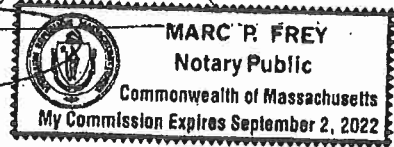
COMMONWEALTH OF MASSACHUSETTS

Essex County

March 8, 2018

On this 8<sup>th</sup> day of March, 2018, before me, the undersigned notary public, personally appeared Sarah B. George, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it voluntarily for its stated purpose.

  
Notary Public

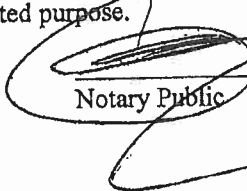


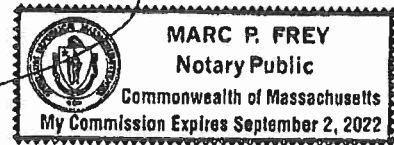
COMMONWEALTH OF MASSACHUSETTS

Essex County

March 8, 2018

On this 8<sup>th</sup> day of March, 2018, before me, the undersigned notary public, personally appeared Katharine A. Brown, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it voluntarily for its stated purpose.

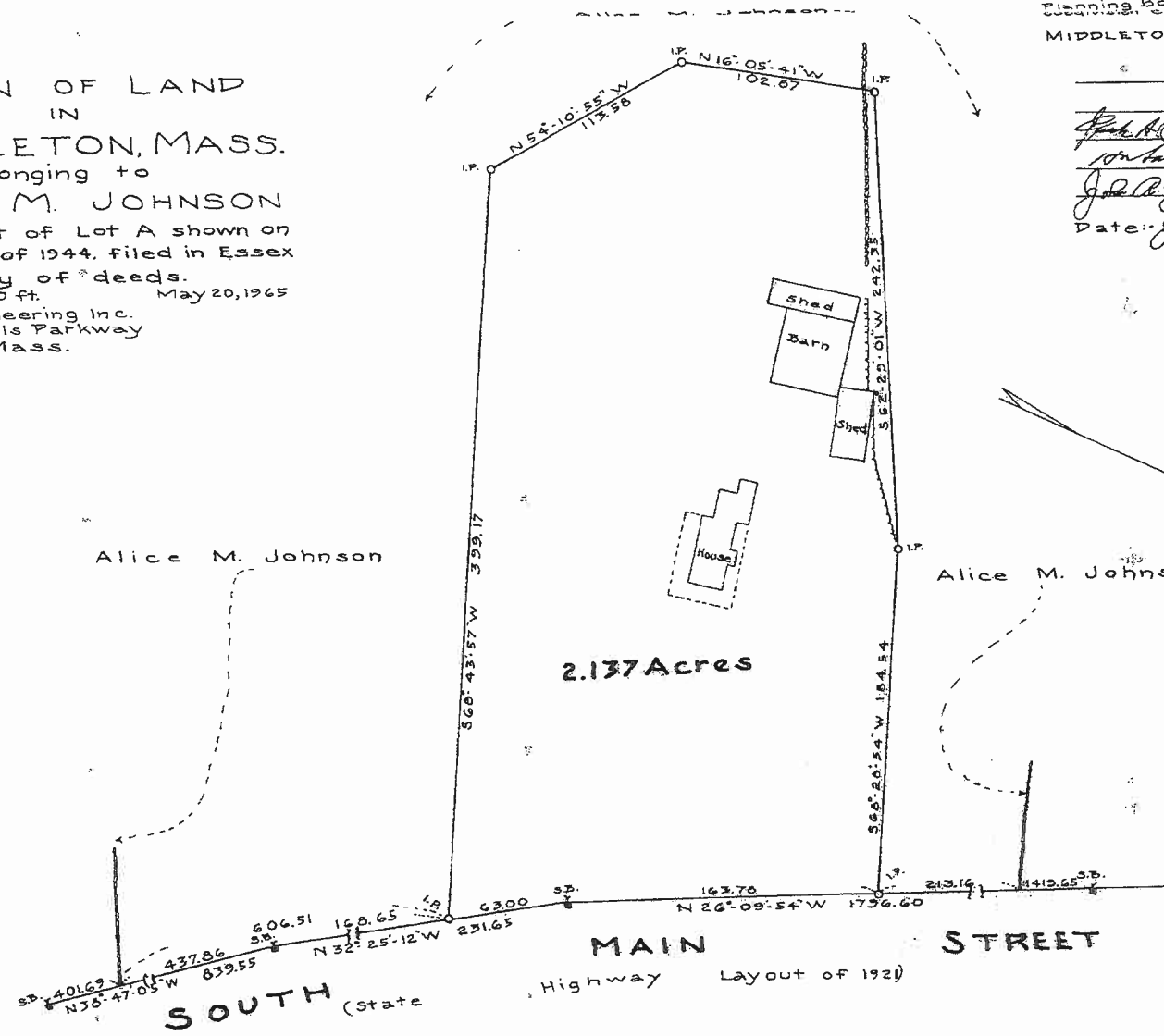
  
Notary Public



Planning Board approval under the  
Subdivision Control Law not required.  
MIDDLETON PLANNING BOARD

*John R. Johnson*  
*John R. Johnson, Chairman*  
Date: June 7, 1965

PLAN OF LAND  
IN  
MIDDLETON, MASS.  
Belonging to  
ALICE M. JOHNSON  
Being part of Lot A shown on  
Plan No 144 of 1944. filed in Essex  
So Registry of deeds.  
Scale: 1 in. = 40 ft. May 20, 1965  
Hayes Engineering Inc.  
820 Lynn Fells Parkway  
Melrose, Mass.



PLAN BOOK 104-PLAN 64  
ESSEX, REGISTRY OF DEEDS, SO. DIST.  
JAMES A. HAYES  
Received June 10, 1965  
with Lease & Option  
Robert Johnson, et al to  
Franklin W. Brown, Jr. & 5275 P322  
RECORD: Leo H. Jones  
Register of Deeds





**William Francis Galvin**  
Secretary of the Commonwealth of Massachusetts

## Corporations Division

### Business Entity Summary

ID Number: 001303616

[Request certificate](#)

[New search](#)

Summary for: CORBEAU LLC

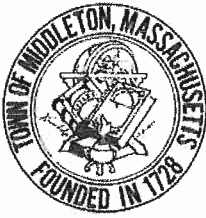
|  |                    |  |
|--|--------------------|--|
| <b>The exact name of the Domestic Limited Liability Company (LLC):</b> CORBEAU LLC   |                    |  |
| <b>Entity type:</b> Domestic Limited Liability Company (LLC)   |                    |  |
| <b>Identification Number:</b> 001303616  |                    |  |
| <b>Date of Organization in Massachusetts:</b><br>12-18-2017  |                    |  |
| <b>Last date certain:</b>  |                    |  |
| <b>The location or address where the records are maintained</b> (A PO box is not a valid location or address):<br><br>Address: 85 S. MAIN STREET P. O. BOX 717<br>City or town, State, Zip code, MIDDLETON, MA 01949 USA<br>Country: |                    |  |
| <b>The name and address of the Resident Agent:</b><br><br>Name: JANET B. PARKER<br>Address: 85 S. MAIN STREET P. O. BOX 717<br>City or town, State, Zip code, MIDDLETON, MA 01949 USA<br>Country:                                    |                    |  |
| <b>The name and business address of each Manager:</b>  |                    |  |
| Title  | Individual name    | Address                                      |
| MANAGER  | SARAH B. GEORGE    | 6 OLD S. MAIN STREET MIDDLETON, MA 01949 USA |
| MANAGER  | KATHARINE A. BROWN | 83 S. MAIN STREET MIDDLETON, MA 01949 USA    |
| MANAGER  | JANET B. PARKER    | 85 S. MAIN STREET MIDDLETON, MA 01949 USA    |
| <b>In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:</b>   |                    |  |
| Title  | Individual name    | Address                                      |
|  |                    |  |
| <b>The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:</b>   |                    |  |

| Title         | Individual name    | Address   |
|---------------|--------------------|---|
| REAL PROPERTY | JANET B. PARKER    | 85 S. MAIN STREET MIDDLETON, MA 01949<br>USA    |
| REAL PROPERTY | SARAB B. GEORGE    | 6 OLD S. MAIN STREET MIDDLETON, MA<br>01949 USA |
| REAL PROPERTY | KATHARINE A. BROWN | 83 S. MAIN STREET MIDDLETON, MA 01949<br>USA    |

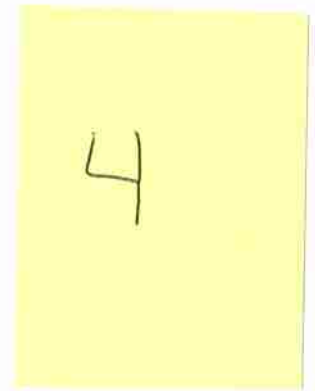
☐ **Consent**☐ **Confidential  
Data**☐ **Merger  
Allowed**☐ **Manufacturing****View filings for this business entity:**

ALL FILINGS  
Annual Report  
Annual Report - Professional  
Articles of Entity Conversion  
Certificate of Amendment  
Certificate of Incorporation

[View filings](#)**Comments or notes associated with this business entity:**[New search](#)



**Council on Aging**  
Old Town Hall  
38 Maple Street  
Middleton, MA. 01949  
978-777-4067  
[www.townofmiddleton.org](http://www.townofmiddleton.org)



September 25, 2018

Board of Selectmen  
48 South Main Street  
Middleton, MA. 01949

Re: Middleton Food Bank Donation/ TrueView Financial LLC

Please add the following donation to your agenda for acceptance by the Board of Selectmen for the Middleton Council on Aging, and notify me when the check has been accepted so that it can then be deposited.

Thank you,

Susan Gannon  
COA Director

A donation has been made payable to the Town of Middleton Food Bank:

Date: 9/20/18

Name: TrueView Financial LLC

Donation: \$1,072.00

Check Number 1354

This donor would like to remain anonymous

Yes

X No

Donation is in memory of or to honor:



TrueView Financial LLC


1354

PAY  
TO THE  
ORDER OF

Town of Middleton

DATE

9/20/18

 Check Fraud  
Protection for Business  
53-179/113

One Thousand Twenty Two

\$ 1,022.00

 Eastern Bank

Boston, MA 02110  
easternbank.com  
1-800-EASTERN

DOLLARS



Security Features  
Included  
Details on Back

FOR

Middleton Food Pantry

RP

## Andrew Sheehan

---

**From:** James DesRocher <jdesrocher@mytrueviews.com>  
**Sent:** Thursday, September 20, 2018 2:22 PM  
**To:** Andrew Sheehan  
**Subject:** Re: Food Truck Festival

Thank you, the event came out better than we expected! All great feedback so far. We are excited to make it into an annual event.

We would really like to be at the meeting to "Present" the check to the Town and food pantry. Currently Frank from the food pantry has all of the checks, but the current total amount = \$3,122.00 there may be some more that trickles in.

---  
*James M. DesRocher*  
Owner -Financial Coach



insurance-investments-retirement-estate-business  
[www.mytrueviews.com](http://www.mytrueviews.com)

### Contact Info

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**From:** Andrew Sheehan <andrew.sheehan@middletonma.gov>  
**Sent:** Wednesday, September 19, 2018 1:37:42 PM  
**To:** James DesRocher  
**Subject:** Food Truck Festival



# Middleton Police Department

65 North Main Street

Middleton, MA 01949

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E-mail: [chief@middletonpolice.com](mailto:chief@middletonpolice.com)

*James A. DiGianvittorio*  
*Chief of Police*

Date: October 2, 2018  
To: Board of Selectmen  
From: Chief James A. DiGianvittorio  
Subject: Fulltime Appointment

On Friday September 28, 2018 the Command Staff conducted a series of five interviews to fill a fulltime Patrolman's position approved in the FY-19 budget. The candidates were rated on the following factors.

- Appropriate appearance
- Availability
- Applicable work skills
- Applicable work experience
- Attitude
- Motivation
- Education
- Communication skills

Each Sergeant was asked to rate the five candidates separately and provide me with their recommendations in sequential order from top to bottom. At the conclusion it was unanimous. Each Sergeant had Officer Joseph Fedullo as first choice due to his outstanding and unwavering dedication over the past three years as a Middleton Reserve Police Officer. Coming in as a very close second was another long-time resident Mellissa Witt.

In keeping with our longstanding policy of promoting from within, I respectfully ask the Board to allow me to offer Reserve Officer Joseph Fedullo (a conditional appointment allowing me to secure a seat in the October 29, 2018 Police Academy in Methuen) the position.. I would also like to mirror the procedure we created with the past two appointments, where as we pay him as a fulltime Reserve Officer and at the completion of the academy he would then be promoted to the fulltime position. This has allowed us to save money in the past and not have to post the shift opening until the process is completed and his obligations to the academy have been satisfied.

I would also like to ask the board to allow me the permission to offer Mellissa Witt a Reserve Officer's position with the Middleton Police Department. As I reported in the past, we will be bidding farewell to three longtime Reserve Officers who will reach the age of 65 in 2019. Our reserve staff will be down a total of six officers with the passing of Officer Nowak, the promotion of Officer Bouchard two years ago and now Officer Fedullo moving up the ranks. Mrs. Witt has recently graduated from the full-time academy and would be a valuable addition to our staff and having grown up in this community she is very familiar with the Town and she has worked as an employee in the Department of Public Works in the past.