

**BOARD OF SELECTMEN
MEETING AGENDA**

Fuller Meadow School

Nathan Media Center

143 South Main Street, Middleton, MA 01949

Tuesday, January 29, 2019

7:00 PM

This meeting is being recorded

1. 7:00 PM Warrant: 1916
Minutes: January 15, 2019 Open Session
Town Administrator updates and reports
2. 7:10 PM Review and vote on request of Richardson Green, Inc. to change the status of land classified un MGL c. 61A, agricultural land. Mann & Mann, PC
3. 7:20 PM Meeting with Lisa Teichner, Executive Director of Tri-Town Council; presentation of annual report
4. 7:30 PM Review and sign the Conservation Restriction for Ridgewood Estates. Mann & Mann, PC
5. 7:40 PM Vote to accept the following donations to the Middleton Food Bank:
 - From the promoters of the Turkey Trot: \$5,000
 - From Bostik, Inc.: \$500
6. 7:45 PM Application for a Transfer of a Common Victualler License for Richdale Convenience, 152A South Main Street: Transfer from S&H Richdale Inc., to Middleton Shreeji Inc., Suresh Patel, owner, and Change of Manager from Tapan Patel to Sureshkumar Kantilal Patel.
7. 8:00 PM Vote to renew Class III license for 2019 to Muzichuk Garage Inc., Paul Muzichuk, owner, located at 295 North Main Street.
8. 8:10 PM Review and discuss proposed Masconomet policy regarding School Committee membership
9. 8:20 PM Vote to open and close the March 19, 2019 Special Town Meeting Warrant; discussion of Special Town Meeting
10. 8:25 PM Review and sign the First Amendment of Offer to Purchase property located at 93 and 105 South Main Street.
11. 8:35 PM Vote to approve Fiscal Year 2019 operations and maintenance sewer rate for South Essex Sewer district billings
12. 8:40 PM Vote to open the May 14, 2019 Annual Town Meeting Warrant
13. 8:45 PM New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed
14. 8:50 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.

Minutes of the MIDDLETON BOARD OF SELECTMEN
Fuller Meadow School
Nathan Media Room
143 South Main Street, Middleton, MA 01949
January 15, 2019 7:00PM

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

Absent: Todd Moreschi

Others Present: Town Administrator Andrew Sheehan, Assistant Town Administrator Tanya Stepasiuk, Sen. Bruce Tarr, Rep. Bradley Jones, Rep. Theodore Speliotis, John Erickson, and others

7:08 PM With a quorum present, Chairman Prentakis called the meeting to order at 7:08 PM.

- **Warrants:** Town Administrator Andrew Sheehan provided a brief review of Warrant #1914 (Payroll: \$708,062, Bills Payable: \$779,434) and Warrant #1915 (Payroll: \$708,024, Bills Payable: \$792,446), and the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to approve the warrants #1914 and #1915, as presented.

- **Minutes:** After a brief review of the minutes of December 18, 2018, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Board of Selectmen **VOTED** to accept the minutes of December 18, 2018, as written. **Houten abstained**.

- **Town Administrator's Report:** Town Administrator Andrew Sheehan provided the Board with information and updates on the following:

- **FY20 Budget:** Sheehan advised that the initial budget meetings with the Department Heads is concluding this week. Sheehan added that the all-day budget meeting is Saturday, February 2nd, at 8:30 AM, continuing to mid to late afternoon. Sheehan said that documents will be in digital format and advised Board members to bring their own laptops if possible.
- **MMA Meeting:** Sheehan advised the Board that Selectmen Houten and Kassiotis, the Assistant Town Administrator, and he will be attending the upcoming MMA meeting and looking forward to the release of the Governor's budget.
- **Health Insurance:** Sheehan advised the Board that he is expecting MIIA to provide a renewal range this weekend and the renewal rate in the middle of March.
- **Budget Process Video Posted on Facebook:** Sheehan advised the Board that he has posted a video on the Town's Facebook page providing information to residents on the budget process and inviting their participation at the meetings.

7:16 PM **Masconomet Updates:** Board of Selectmen Chair Kosta Prentakis, also a member of the Masconomet School Committee, provided the Board with information and updates on the following:

- **Superintendent Search:** Prentakis advised that the School Committee chose to reexamine the applicant pool with the assistance of the consultant, and the reexamination yielded two alternate candidates. One chose to drop out, leaving Dr. Michael Harvey, the current superintendent at Hamilton-Wenham for the past 7 years.
- **Masco Budget Information:** Prentakis reported that the School Committee expected an enrollment shift of about 1% and it actually came in at about half that. Boxford and Topsfield ended up with more students than anticipated. He is looking forward to the next couple of years to a decreasing enrollment number. The Masco budget will be released on February 11th, which is after Middleton's budget meeting on February 2nd. There are request for increases in the transportation contract, teacher contracts, as well as the food service contract. They are expecting six retirements, which will provide some savings. At the last negotiations a new salary grid was adopted which compresses some of the steps and columns. There will be further clarity by the February 2nd meeting, but it won't be the final number.
- **Local Donation to Masconomet:** Prentakis reported that Middleton residents Teresa and Stephen Buono donated \$60,000 to Masconomet to enhance professional development over the coming two years. The Chair publicly thanked the Buonos for their generous gift.

7:20 PM Meeting with Legislative Delegation: Sen. Bruce Tarr, Rep. Bradley Jones, Rep. Theodore Speliotis met with the Board of Selectmen, at the request of the Board, to discuss the possibility of additional funding. Senator Tarr provided the Board with a lengthy report on the increases in funding that have recently been voted, noting that they are reflective of the commitment the legislature has made to their cities and towns. Representative Bradley Jones added to the discussion, providing additional information from the House side. A lengthy discussion ensued on the upcoming funding needs of Middleton and whether the State will provide funding assistance for early voting, local transportation projects, education, public building projects, and public procurement laws. Representative Theodore Speliotis provided information on the "Complete Streets Program" as well as municipal building construction issues in other towns and cities in his district. Selectman Cresta provided the delegation with information on the Board's current proposal to build new municipal buildings and the purchase of land on Route 114, on which to build them, adding that the prevailing wage law may make the project cost-prohibitive. He asked if the legislature could work on legislation that could help reduce the building costs. Representative Theodore Speliotis provided some information on how funding is dispersed. Cresta also mentioned the unfunded mandate to expand early voting and asked the legislature to consider reimbursement for the costs of expanding the early voting. The legislature agreed to discuss a bill to address it, noting that a bill to address it has been refiled for consideration. Senator Bruce Tarr noted that Representatives Brad Jones and Ted Speliotis have been very involved with providing funds to reimburse the costs of early voting.

8:03 PM Vote to Appoint John Erickson to the Masconomet Regional School District Capital Advisory Committee: After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously to appoint John Erickson to the Masconomet Regional School District Capital Advisory Committee.

8:05 PM Vote to Accept the Following Donations to the Middleton Food Bank:

- **From Bay Custom Homes LLC: \$500**
- **From Jeff and Carol Curvey Foundation: \$1000**

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

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to accept, with thanks, the donation of \$500 from Bay Custom Homes and \$1000 from Jeff and Carol Curvey.

8:06 PM Application for Change of Manager: The Town Administrator provided the Board with information on the application for change of Manager from Atty. Albert DeNapoli for Interstate Management Company, LLC d/b/a Doubletree North Shore Boston, 51 Village Road, Middleton, MA from Elena F. Hargraves to Michael Tyler Woodcock for the All Alcohol Innkeepers, Common Victualler and Entertainment license. There was no one in attendance to address the Board's questions. The Town Administrator will put this on the agenda for the next meeting and will contact the applicant to let them know they need to attend the next meeting.

8:07 PM Review and Vote on Request of Richardson Green, Inc.: Selectman Tim Houten removed himself from the meeting for this discussion, due to a conflict. The Town Administrator provided the Board with information on the request of Richardson Green, Inc., to change the status of land classified under MGL c.61A, agricultural land. There was a brief discussion on the Town's right of first refusal to purchase the property. After discussion, the Board agreed to waive the right to acquire the parcel but needed more information before taking a vote. The Town Administrator will contact Attorney Mann and invite them to the meeting on January 29th. Selectman Houten returned.

8:16 PM Review, Accept, and Authorize Expenditures on the Following Community Compact Grants:

- **Human Resources Software: \$25,000**
- **Inventorying and Geo-Coding Cemetery Assets: \$24,000**

The Town Administrator provided the Board with information on the Community Compact Grant applications, which were put together by the Assistant Town Administrator. Assistant Town Administrator Tanya Stepasiuk provided details on the human resources software program. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to accept and authorize expenditures on the following Community Compact Grants: \$25,000 for Human Resources Software, and \$24,000 for Geo-Coding Cemetery Assets.

8:20 PM Vote to Appoint Gary Bent as Veterans Services Officer through June 30, 2019: After a brief discussion, the Board took the following action:

On a **MOTION** made by **Kassiotis**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to appoint Gary Bent as the Veterans Services Officer through June 30, 2019.

8:20 PM Vote to Appoint Jessica Sollazzo as a Member of the Recreation Commission Through June 30, 2019: After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to appoint Jessica Sollazzo to the Recreation Commission through June 30, 2019.

8:21 PM Vote to Lay Out Lewis Drive as Public Way: The Board briefly reviewed the request from Attorney Jill Mann, on behalf of PRIMECAP, LLC, for the Board of Selectmen to vote its intent to lay out Lewis Drive as a public way per MGL c. 82, ss 21-24 and to refer the petitioner's request to the Planning Board for its recommendation per MGL c. 41,s. 81l. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to approve its intent to lay out Lewis Drive road as a public way and refer it to the Planning Board for its recommendation.

8:21 PM Vote to Declare Surplus a 2007 Council on Aging Van and Authorize its Disposal: The Town Administrator provided the Board with information on the request from the Council on Aging to declare its 2007 Council on Aging van as surplus for disposal. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to declare as surplus the 2007 Council on Aging van and authorized its disposal.

8:22 PM Executive Session

On a **MOTION** made by **Prentakis**, the Board of Selectmen **VOTED** unanimously to go into 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. And we will not be returning to Open Session.

Selectman Clerk Kassiotis called the roll call:

Cresta: Yes

Houten: Yes

Prentakis: Yes

Moreschi: Yes

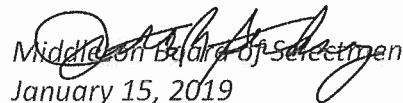
Kassiotis: Yes

MOTION carried unanimously.

9:18 PM ADJOURN

With no further business, on a **MOTION** made by **Houten**, the Board of Selectmen **VOTED** unanimously to return to open session and adjourn at 9:18 PM.

Respectfully submitted,


Middleton Board of Selectmen
January 15, 2019

Meeting Minutes
Page 4

Judith A. Stickney, Minutes Secretary

Richard Kassiotis, BOS Clerk

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

- Agenda: January 15, 2018
- Minutes: December 18, 2018
- Warrant #1914 (Payroll: \$708,062, Bills Payable: \$779,434)
- Warrant #1915 (Payroll: \$708,024, Bills Payable: \$792,446)
- Letter from Town Administrator to Legislative Delegation, Re: Expanding Early Voting to State Primary Elections, 12/24/18
- Letter and related material from Tarlow, Breed, Hart & Rodgers to Board of Selectmen, Re: Application of Change of Manager for Interstate Management Company, LLC d/b/a Doubletree North Shore Boston, 51 Village Road, Middleton. MA 01949, 12/19/18
- Letter and related material from Mann & Mann, P.C., to Board of Selectmen et al, Re: NOTICE OF INTENT TO CONVERT LAND SUBJECT TO M.G.L.A. c. 61A; Owner: Richardson Green, Inc., 2 Central Street, Middleton, MA, 978-774-3797, Parcel A: 111,001 square foot portion of 15 River Street, Assessor's Map 32, Parcel 134, 1/4/19
- Letter from COA Director to Board of Selectmen, Re: Middleton Food Bank Donation / Bay Custom Homes and Jeff & Carol Curvey, 12/27/18
- Commonwealth of Massachusetts Standard Contract Form: Community Compact Grant: Human Resources Software: \$25,000
- Commonwealth of Massachusetts Standard Contract Form: Community Compact Grant: Inventorying and Geo-coding Cemetery Assets: \$24,000
- Letter and accompanying material from Jessica Sollazzo to Whom It May Concern, Re: Recreation Committee Volunteer Opening, 12/12/18
- Letter from Mann & Mann, P.C., to Board of Selectmen, Re: Street Acceptance - Lewis Drive, Middleton PRIMECAPLLC-Developer, 12/31/18
- Meeting with Statehouse Delegation Talking Points

MANN & MANN, P.C.

COUNSELLORS AT LAW

1/4/19
JILL ELMSTROM MANN*
KURT P. MANN*
MELISSA GNOZA OGDEN†

†Admitted to practice in Massachusetts
*Admitted to practice in New York

Hand Delivered

Town of Middleton – Board of Selectmen
c/o Ilene Twiss, Town Clerk
Memorial Hall, 48 South Main Street
Middleton, MA 01949

Town of Middleton - Board of Assessors
c/o Bradford Swanson, Assistant Assessor
Memorial Hall, 48 South Main Street
Middleton, MA 01949

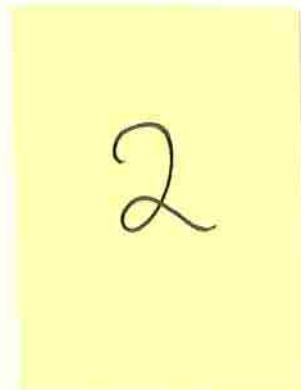
Town of Middleton – Town Administrator
Andrew Sheehan
Memorial Hall, 48 South Main Street
Middleton, MA 01949

Town of Middleton – Planning Board
c/o Katrina O’Leary, Town Planner
195 North Main Street
Middleton, MA 01949

Town of Middleton – Conservation Comm.
c/o Kristin Kent, Conservation Agent
195 North Main Street
Middleton, MA 01949

By Certified Mail

MA Dept. of Conservation and Recreation
Leo Pierre Roy, Commissioner
251 Causeway Street
Boston, MA 02114



January 4, 2019

RE: NOTICE OF INTENT TO CONVERT LAND SUBJECT TO M.G.L.A. c. 61A

Owner: Richardson Green, Inc.
2 Central Street, Middleton, MA
978-774-3797

Parcel A: 111,001 square foot portion of 15 River Street
Assessor’s Map 32, Parcel 134

Ladies and Gentlemen:

The undersigned is providing legal assistance and advice to Richardson Green, Inc., a Massachusetts corporation (“Richardson”), in connection with Richardson’s intent to convert a portion of a property that is being taxed under M.G.L. c. 61A to a commercial use.

On November 14, 2018, the Planning Board endorsed a plan (the “Plan”) that subdivided a one hundred eleven thousand and one (111,001) square foot parcel of land (the “Parcel A”)

S:\Richardson Green - Rundlett (2017-78)\61A Conversion\ltr to selectmen.doc

191 South Main Street, Suite 104
Middleton, Massachusetts 01949
Telephone: 978-762-6238
Facsimile: 978-762-6434

Direct Email: jill@mannpc.com
kurt@mannpc.com
melissa@mannpc.com

from an eighty-four (84) acre parcel of land (the "**Farm**") that is assessed and taxed as agricultural land under c. 61A. The Plan is recorded with the Essex South District Registry of Deeds in Plan Book 468, Plan 61, a copy of which is attached hereto as **Exhibit A**.

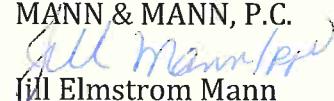
As referenced on the Plan, Richardson is proposing to combine Parcel A with an abutting property that is identified as Parcel 2 on the Plan and consists of two hundred twelve thousand, eight hundred seventy-eight (212,878) square feet of land (together with Parcel A, the "**Combined Parcel**") for the purpose of creating a commercial complex that will have access to South Main Street over Rundlett Way (the "**Proposed Commercial Complex**"). Given that Parcel A is land that is taxed under c.61A, before it may be combined with Parcel 2 and converted to a nonagricultural use, Richardson is required to comply with the notice requirements of §14 of M.G.L. c. 61A and to provide the Town with an opportunity to exercise its right of first refusal. Therefore, pursuant to the requirements of §14, the undersigned hereby offers this letter and the attachments hereto in satisfaction of the applicable notice and disclosure requirements.

1. **Notification required under M.G.L.A. c. 61A, §14.** In compliance of the notice requirements of c. 61A, this letter has been delivered to the Board of Selectmen, Town Administrator, Board of Assessors, Conservation Commission, and Planning Board of the Town of Middleton as well as the Massachusetts State Forester. As evidence of compliance, on behalf of Richardson, the undersigned has delivered an affidavit, attached hereto as **Exhibit B**, certifying that such notices were distributed by hand or sent out by certified mail to the required addressees.

2. **Waiver Request.** Richardson acknowledges that its right to convert Parcel A to a nonagricultural use is subject to the Town's right of first refusal, pursuant to which the Town may acquire Parcel A at its full and fair market value to be determined by an appraisal obtained and paid for by the Town. Richardson hereby requests that the Board of Selectmen, on behalf of the Town, forgo its right to secure an appraisal and waive its right to acquire of Parcel A.

3. **Roll Back Taxes.** To the extent that the Town waives its right of first refusal, Richardson further acknowledges that the conversion of Parcel A to a commercial use, triggers the payment of rollback taxes to the Town of Middleton, which will be determined by the Board of Assessors. In addition to the roll back taxes, Richardson or its successor in interest will be responsible for paying all future real estate taxes that will be assessed against the Combined Parcel.

The undersigned hereby requests that this matter be placed on the agenda of the next regularly scheduled meetings of the Board of Selectmen. Your kind attention to this matter is greatly appreciated.

Very truly yours,
MANN & MANN, P.C.

Jill Elmstrom Mann

JEM/pv
Enclosures
cc: Richardson Green, Inc.

EXHIBIT A

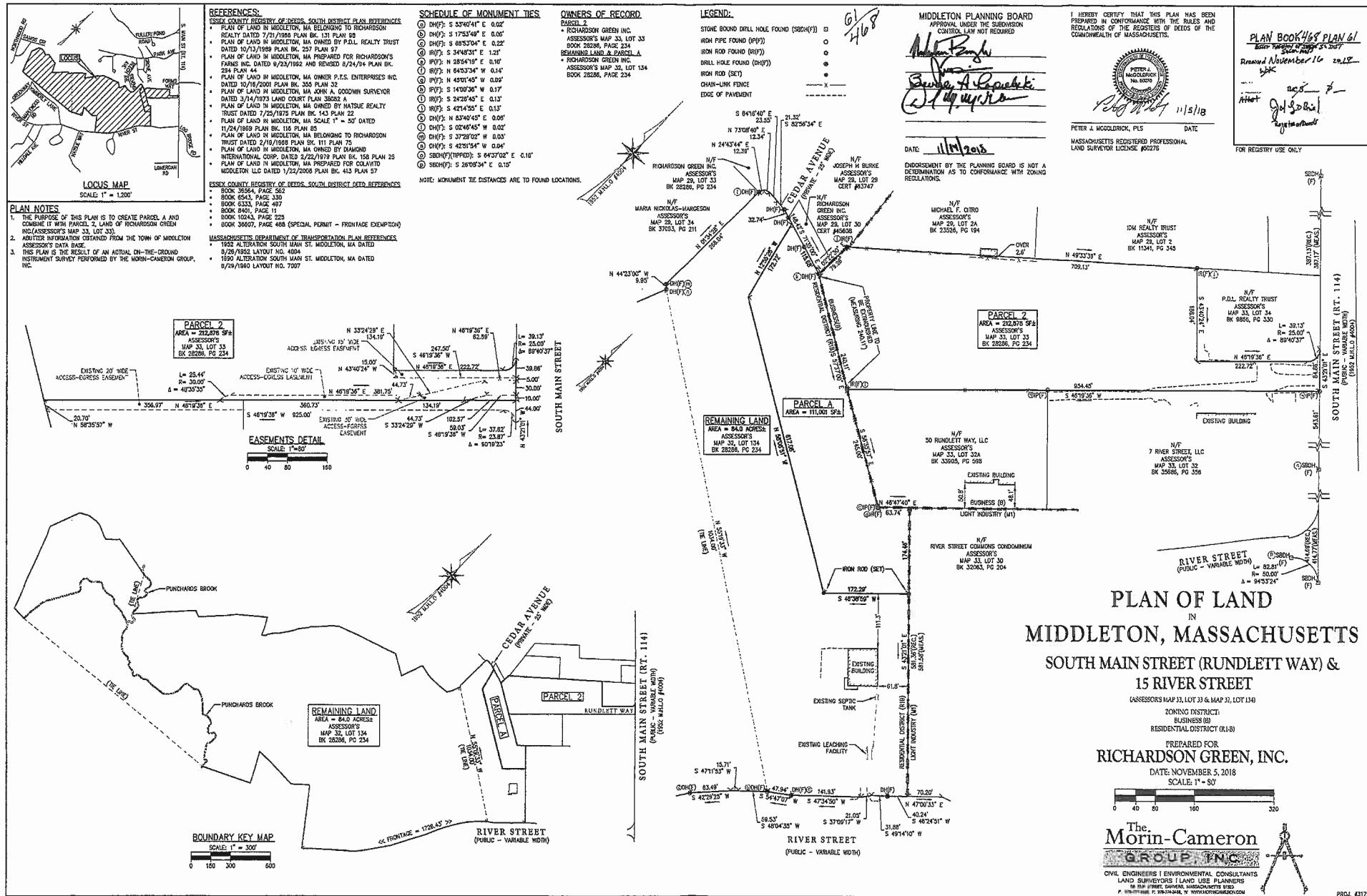
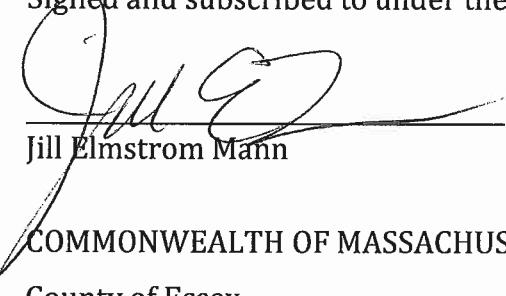


EXHIBIT B

AFFIDAVIT OF NOTICE

I, Jill Elmstrom Mann, hereby certify that the Notice of Intent to convert land taxed under M.G.L.A. ch. 61A and all of its attachments thereto have been sent by hand to the Board of Selectmen, Town Administrator, Board of Assessors, Conservation Commission, and Planning Board of the Town of Middleton and to the Massachusetts State Forester by certified mail.

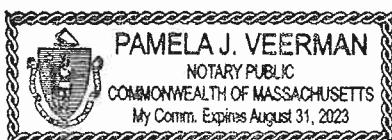
Signed and subscribed to under the penalties of perjury on this 7th day of January 2019.



Jill Elmstrom Mann

COMMONWEALTH OF MASSACHUSETTS
County of Essex

On this 7th day of January 2019 before me, the undersigned notary public, personally appeared Jill Elmstrom Mann, who proved to me through satisfactory evidence of identification, which was her driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily for its stated purpose.



Pamela Veerman

Pamela Veerman, Notary Public

My commission expires: 8/31/2023

October 15, 2018

Board of Selectmen
48 South Main Street
Middleton, MA 01949

Dear Middleton Selectmen,

We are pleased to enclose a summary of programs, services and initiatives undertaken by Tri-Town Council during Fiscal Year 2018.

Tri-Town Council is proud to have served the communities of Middleton, Topsfield and Boxford for five decades (1968-2018). We work with thousands of youth, parents, educators and vested community members providing parent education, youth programs, professional development, prevention services, after-school enrichment and various types of family and community support. TTC, established in 1968 and originally called the *Tri-Town Council on Drugs*, was organized by concerned citizens to address youth drug and alcohol abuse. While our service delivery model has adapted for changing times and needs, this focus continues to be foundational in our work.

As a result of your support, TTC has become a community mainstay working with the Masconomet Regional School District, Tri-Town Elementary Schools, law enforcement, public health and many community partners. We are laser focused on strengthening youth social and emotional well-being; working with our partners to build the important assets that all youth need to support and empower their healthy choices, self-esteem and resiliency through childhood, adolescence, growing into responsible, caring, and resilient adults.

Tri-Town Council continues to support and adapt to the evolving needs, concerns and priorities of the community and its stakeholders through cooperation and collaboration with our schools, parents, youth, law enforcement, public health, community organizations, legislators and many local and regional resources.

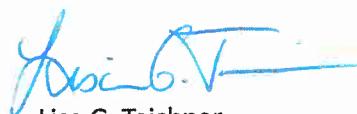
We deeply appreciate the support from the Town of Middleton whose residents voted to provide Tri-Town Council with \$28,500 in FY18. Municipal Funding contributions from Middleton, Topsfield and Boxford represent a significant portion of Tri-Town Council's annual operating budget. This funding is vital to the financial health and organizational stability of Tri-Town Council.

As we celebrate 50 years of service, we thank you for your continued support of Tri-Town Council and for partnering with us in this important work for our youth and our community.

With gratitude,



Stacie Bloxham
President, Board of Directors



Lisa G. Teichner
Executive Director



Board of Directors: Stacie Bloxham, President; Susie Read, Treasurer; Johanna Bernard, Secretary; Zillie Bhuju; Susan Fowler, Jane Pappas; Laura O'Connor; Beth Beringer

Advisory Board: Emily Collins, Topsfield; Marise Stewart, Topsfield; Mary Dodge, Middleton; Christine Rothman, Boxford; Sue Block, Boxford; Jeanne Richards, Boxford; Rhonda Fogel, Middleton; Rodney Pendleton, Middleton; Donna Davis, Middleton; Dana Webster, Topsfield; Mark Landgren, Topsfield; Jan Pazar, Boxford; Diane Frampton, Topsfield; Robin Wildman, Joan Murphy, and Adam Thurlow Masconomet Regional School District



Our Community. Your Impact.

INTERGENERATIONAL PROGRAMMING

Connecting Generations, Strengthening Communities

Bringing **Seniors** and **Youth** together in meaningful ways; fostering relationships and nurturing the social and emotional well-being of Seniors and Youth.



HORIZONS YEAR-ROUND PROGRAMS



Camp Invention

Over 80 classes K-6 serving 600+ children plus Camp Invention, Ski Bradford and LEGO Engineering & Video Game Design



TEEN PROGRAMS

- Youth Action Advisory Board
- Teen Leadership Councils & Community Service Opportunities
- MA Conference for Women
- Youth Artisan Fair
- Stand Tall! Tween & Teen Girls
- Boys Mentoring Program
- Girls 4 Girls Mentoring Program
- In-school speaker programs on relevant issues



PHOTOVOICE

Youth create powerful messages through photography and written word.



when times are tough
24/7 for help **978.771.4619**
it's anonymous

PARENT/EDUCATOR WORKSHOPS

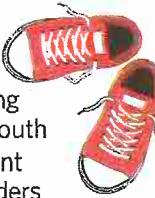
Anxious Kids Anxious Parents



- Stress & Anxiety
- Youth Issues, Ages & Stages
- Executive Function
- Social Media Safety
- Addiction & the Developing Brain
- Internet Safety
- Boy Sense (Emotional Intel for Boys)
- Social/Emotional Skill Development
- Essex County DA Safety Conference & more



OPEN GYM



- Saturday nights during winter for MASCO Youth
- Special welcome event for incoming 7th graders



SPONSORED PROGRAMS

- DASH (Disability Awareness Starts Here)
- Samba Ensemble
- Sponsor-a-Child
- Inclusive Rock Band

DEVELOPMENTAL ASSETS

Building blocks for healthy, resilient, empowered youth.



THE COALITION

Connect. Communicate. Prevent.
A TRI-TOWN COUNCIL PROGRAM

Community Partnership

Promoting healthy behaviors and fostering an environment where youth choose to be substance free.

Community Education

- Town-wide Mailings
- News Articles
- Quarterly Newsletters
- Opioid Education Forum & Advocacy
- Resources & Referrals
- Community Conversations

RESOURCE FOR FAMILIES IN NEED



ALL-NIGHT GRADUATION PARTY

A 50-year tradition with **90%** class participation!
Scholarships for Seniors!

YOUTH RISK BEHAVIOR SURVEY

2,000 youth at MASCO & Community Adult Perception Survey

www.tritowncouncil.org

@TriTownCouncil



TRI-TOWN COUNCIL ANNUAL REPORT - FY 2018

Celebrating 50 years supporting Tri-Town Youth and Families!



WHO WE ARE: Serving and supporting youth and families for five decades, Tri-Town Council (TTC) continues our commitment to *support* and *empower youth* to make healthy and safe decisions and to provide parents/guardians, educators and community members the tools and strategies needed to support youth in effective, positive and impactful ways. We are a 501c3 not-for profit organization proudly serving the communities of Boxford, Topsfield and Middleton, Massachusetts.

Each year we offer a variety of mission-driven programs and services including youth leadership, parent education, professional development, prevention services, after-school enrichment and various types of family and community support. Established in 1968 and originally named the *Tri-Town Council on Drugs*, TTC was organized by concerned citizens to address underage youth drug and alcohol use. This grassroots effort has evolved over the years to become a vibrant community mainstay centered on *positive youth development*.

Our work is guided by the Developmental Assets Framework and Positive Community Norms (PCN) using [The Science of the Positive](#) (SOTP). Developmental Assets are 40 research-based, positive experiences and qualities that influence young people's healthy development, helping them become caring, responsible, and successful adults. Grounded in the tenets of positive youth development and rooted in prevention research, the [Developmental Assets Framework](#) is widely used in the United States and, increasingly, around the world in support of the health and well-being of youth.



The Positive Community Norms approach to improving community health is founded on the [Science of the Positive](#). Science of the Positive focuses on growing the healthy, positive, protective factors that already exist in our community. It is based on the core assumption that the positive is real and is worth growing – in ourselves, our families, our workplaces, and our communities (Linkenbach, 2007). TTC is excited to welcome Dr. Linkenbach to our community during the fall of 2018 to work with TTC and our community partners.

HOW WE DO OUR WORK: We achieve our annual programming goals as a result of strategic collaborations with a host of community partners including Masconomet Regional School District, Tri-Town Elementary School Union, health departments, police departments,



faith-based organizations, and mental health professionals among others to provide social/emotional wellness, service-learning, leadership, enrichment and recreational programs for youth; parent/guardian education, workshops and family support; and professional development opportunities for our educators. *It is as a result of these partnerships that TTC, whose small staff of employees (2.75 FTEs), is able to accomplish our ambitious goals each year reaching thousands across the tri-town community.*

TTC is powered by financial support from the Towns of Boxford, Middleton and Topsfield along with hundreds of individual donors; community and family foundations; and corporate and institutional grants, which together make our work possible.

OUR IMPACT: In the 2017-2018 program year, TTC's efforts reached thousands of youth, parents and educators with more than 100 educational, enriching and empowering programs and workshops including alcohol & drug prevention education for youth and adults; community conversations focused on the Youth Risk Behavior and Adult Perception Surveys looking at the data and the positive norms which prevail; Developmental Assets workshops for youth and adults; programs which focus on adolescent anxiety and depression, development of social-emotional skills and raising resilient teens; youth leadership workshops; a peer mentoring; after-school enrichment; and substance-free events among others.

CORE PROGRAMS

The Coalition - established in 2010, [*The Coalition*](#) continues to expand its activities and reach. This TTC program is a community-wide partnership which includes our schools, law enforcement, public health, mental health professionals, faith-based, youth and parents. This program is TTC's directed focus on reducing and preventing substance use among tri-town youth. *The Coalition* provides local coordination, collaboration, education and advocacy towards the ultimate goal of reducing youth substance use ensuring and sustaining a healthy tri-town community for all. Activities include data collection/dissemination, substance-free activities, information/education campaigns, youth engagement and advocacy. The receipt of new grant funding through the Peter and Elizabeth Tower Foundation will allow TTC to further expand and deepen the work of The Coalition in FY19 and beyond.

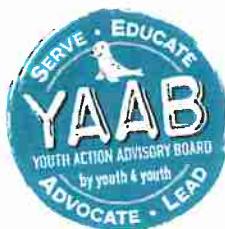




Horizons After-School & Summer Enrichment - Horizons is available to K-6 elementary school children in Topsfield and Boxford during the academic school year and to all Tri-Town K-6 residents during the summer. Classes, taught by experienced adults, may include art, science, chess, yoga, cooking, physical activity, Lego Engineering, sewing, drama and nature workshops. We continued to offer several classes initiated and taught by Masconomet High School youth with adult supervision including ultimate Frisbee, dance and art which provided leadership and mentoring opportunities for our high school youth. These teens also serve as wonderful role models for elementary youth. Horizons is offered in 4, 6 and 8 week sessions during the fall, winter and spring; weekly during the summer; and includes a 6 week ski program for Boxford youth grades 3-6 at Bradford Ski. Community service opportunities are available for high school youth to assist in Horizons classes to make programs accessible for students with need. In FY18, 13 high school youth participated in the Teacher's Assistant program. Programs are held at the elementary schools immediately after dismissal during the school year and new this year several classes before school. Summer programs are held at various locations in the Tri-Town. During FY18 more than 500 Tri-Town elementary youth participated in after-school Horizons and 11 high school youth served as volunteer counselors during summer Camp Invention.



Inclusive Rock Band & Samba Ensemble -introduced during FY18 under TTC's umbrella, are available to students with and without disabilities or need of additional support. These inclusive and mentored programs include instruction under the direction of Andrea Monty, Director of Spofford Pond Band with the assistance of MS and HS youth mentors. The Rock Band and Samba Ensemble perform at various events throughout the year.

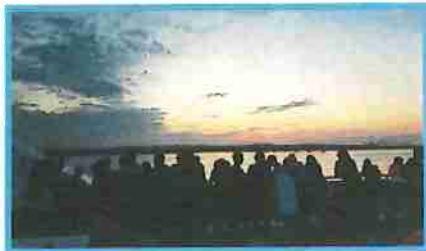


Youth Action Advisory Board (YAAB) – New during FY18, this group of Masconomet high school students serves under the umbrella of The Coalition and works with community leaders and peers to address issues that matter most to teens. YAAB is about speaking up, speaking out and making a difference in the community.





All-Night Graduation Party - Tri-Town Council sponsors and coordinates this annual event with the input and support from parents of Masco Seniors. This event, run since our inception, takes place the night of graduation with approximately 80% of seniors participating and is chaperoned



by parents of underclassmen and TTC staff. The graduates enjoy a full night (9PM-7AM) of fun activities and food with buses transporting them to each location (kept secret from the seniors) keeping them safe on a high risk night. Over 210 graduated seniors and 40 chaperones participated in the 2018 event.

Tri-Town Council Scholarship Program- Scholarships are awarded to three graduating Masconomet Seniors, one from each of the tri-towns, recognized for their community service and being exemplary role models to peers during their high school years. The 2018 recipients were Nate Kelly, Boxford; Chelsea Wood, Topsfield; and Arianna Perry, Middleton. FY18 marks the 8th year these scholarships have been awarded. In FY18 TTC awarded \$500 to each recipient. In addition, TTC was honored to award three additional \$250 scholarships in memory of Taylor Sullivan, a Massachusetts teen who died after a night of binge drinking. In 2017 Taylor's mother shared her heartbreak story with Masconomet juniors before Junior Prom. The recipients of "Taylor's Message" scholarship were Julianna Katz, Jenny Conant and Madison Katz.

Project Safety Net 24/7 Helpline – Counseling provided 24/7 via telephone and text access to a licensed mental health counselor. Project Safety Net is used by both parents/guardians seeking advice or guidance regarding issues with their children, and youth in need of someone to talk to as well as concerned community members for information, referral/crisis counseling.



Tri-Town Community Resources for Families in Need - TTC and the Masconomet School Health Council (SHAC) provide a comprehensive list of local resources, regional and state resources to include mental health, substance abuse, food/fuel assistance, safety and more. This resource list ([Community Resource Guide](#)) is accessible on-line and in print. TTC also works with schools and local agencies to facilitate support for tri-town families in particular need during the November/December holiday season.



ENRICHMENT PROGRAMS & WORKSHOPS (Youth, Parent, Community)

Youth Workshops/Activities

TAG-IT Tuesdays – Opportunities in the Middle School for youth to ‘shout out’ on a particular topic; Tag-It’s spark discussion on various topics and give youth a chance to be heard on specific issues in an engaging and unique way. *What are the pros and cons of social media? Who are the special people in your life and why?*



Massachusetts Conference for Women (Young Women’s Program) Tri-Town Council, for the 7th year, secured sponsorship for 12 Masco Junior and Senior girls and 3 adult chaperones to attend this annual event in December which focuses on leadership, self-esteem and empowerment. In 2017 our attendees were sponsored by State Street Bank.



PhotoVoice – This program, run since 2012, encompasses both a



photographic and written component on a chosen topic. Volunteer assistance is provided by community members. The 2018 topic was “What Matters: An Exploration through the Eyes of Youth”. Projects were unveiled at TTC’s Annual Meeting and at a Masconomet reception. The photographs are displayed at town libraries during the school year as well as permanently installed in the lobby of the Masconomet

Middle School.

Open Gym Nights for Middle & High School Youth – run by Tri-Town Council for Middle and High School youth on select Saturday evenings during the winter months from November-March in the Masconomet Field House. Open Gym is a free, supervised drop-in program for Masco teens. Activities include basketball, floor hockey, volleyball, Frisbee, board games and some craft activities.

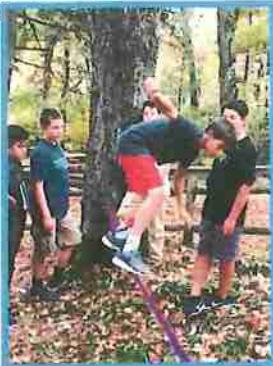


6th Grade Fun Night in its 5th year - This two hour event provides another opportunity for tri-town 6th graders to meet in a casual environment for an evening of games and activities. Middle and high school youth help plan and facilitate activities during the evening. TTC provides 1-way bus transportation from the upper elementary schools





to Masconomet to encourage participation. More than 250 6th graders and 30 middle and high school volunteers attended in May 2018.



Middle School Youth Leadership Retreats – now in its 3rd year, the afternoon focuses on team building and making new connections with peers. Over 25 middle school youth attended the program which was held at Danvers YWCA Stiles Pond campus in Boxford in October. New this year, we added second retreat for middle school students in September, held at Danvers Indoor Sports, the afternoon provided an opportunity for students to explore, have fun and make connections. Over 25 students attended the inaugural event.

Media Girls - a mother (or special adult) and daughter program facilitated by Michelle Cove explored how to help girls explore strategies that support and empower girls to be their authentic selves on and off of social media. Program was offered in partnership with Middleton Health & Wellness Committee.



Under Construction! TWEEN/TEEN'S Brain Development - presenting to Masconomet High School students, Dr. Ruth Potee discussed teen brain development, its impact on risk-taking behavior, including the use of drugs and alcohol, and what this means for teens.

Online for Good – TTC funded 4 Masconomet High School students and one staff person to attend this program at WGBH studios in Boston. Facilitated by the group "Empower Peace", this workshop focused on building social media campaigns to promote tolerance and acceptance.

Girls 4 Girls Mentoring Program – completing its third year, this program was expanded in FY18 to include Howe-Manning School and Spofford Pond School along with Proctor School. This impactful program matches girls in grades 5-6 with Masconomet High School girls grades 10-12 who meet regularly over the course of the school year to develop relationships, serve as a mentor, role model and help with the transition to middle school. TTC works collaboratively with Howe-Manning, Proctor and Spofford School staff in program design and delivery. In 2018 we had 27 Mentor/Mentee matches.





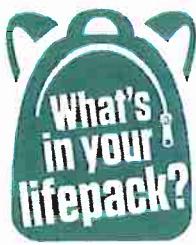
Boys Mentoring Program – Building on the success of the Girls 4 Girls Mentoring program, TTC initiated a boys mentoring program matching high school youth with boys in grades 5 & 6. The boys met regularly over the school year during TTC's open gym nights which provides the boys the opportunity to actively engage with one another. Activities include sports, games challenges. During its inaugural year we had 7 elementary boys and 6 high school mentors participate.



Intergenerational Programming – established in 2018 in partnership with the Topsfield Council on Aging, Green Topsfield, Daisy Troop #82333, TBM Rotary, the Topsfield Library and the Topsfield Historical Society, TTC, with the guidance and support of Bridges Together, assembled an Intergenerational Team in Topsfield, linking older adults with tri-town youth. This program benefits young people by providing opportunities to engage with older adults, not necessarily family members, in positive and structured ways; learn from their experience and wisdom; and affords our seniors an opportunity to stay socially engaged, come to know young people as assets as well as share their experience and wisdom. In addition to several programs run in the spring, the Topsfield COA established the first IG Week in early August which included four days of programs and activities partnering youth and older adults. Plans are in the works to expand this programming in Middleton and Boxford in FY19.



Stand Tall! A four session program, run annually and open to tri-town middle school aged girls (grades 6-8), addresses self-esteem, social pressures, promotes leadership skills and healthy communication. Stand Tall! is facilitated by Spofford School guidance counselor Julie Benson and psychologist Courtney Bush. Funded in part by The Women's Fund of Essex County.



Asset Tips and School Assemblies (K-6) - Developmental Assets are 40 research-based, positive experiences and qualities that influence young people's development, helping them become caring, responsible, and productive adults. Using the metaphor of a 'lifepack', TTC intentionally engages with youth, educators and our community partners focusing on what kids need to be productive, thriving, resilient contributors to society.



6th Grade Student Transition – Facilitated by Masconomet Middle School Guidance staff, select Masco Middle School students are transported for visits to 6th grade students at the elementary schools answering questions and concerns regarding their upcoming transition to Masconomet. TTC funds transportation costs for this annual visit.



Youth Artisan Fair @ Strawberry Festival - held in conjunction with the Topsfield Strawberry Festival in June. This program affords tri-town youth aged 9-18 the opportunity to sell their handmade, quality items as well as polish their business and public speaking skills at a fun, community event.

Parent/Community Presentations & Workshops

Tools and Strategies for Strengthening Executive Function - presented by Stephanie Meegan and Rosemary Lucey- this workshop demonstrated a range of ways to proactively introduce and support habitual behaviors for successfully completing projects and explored research-based strategies for strengthening project-related EF skills. Designed for parents of 5th-9th graders this program, held in February, had nearly 100 registered participants.



Emotionally Equipping Children and Teens to Better Manage Stress and Anxiety - presented by



Lynn Lyons, LICSW and psychotherapist, this presentation laid out concrete strategies adults can use with children and teens helping children and teens understand their own thoughts, feelings and reactions, but also serve to prevent the development of anxiety and depression later in life. This event held in November had 300

registered participants and was recorded and shared on local cable access.

Community Conversation - held in November, TTC and members of The Coalition along with school staff, administration, parents, youth and community members gathered to discuss what the data of the 2016 Youth Risk Behavior Survey and 2017 Adult Perceptions Survey tells us about youth behavior, perceptions, misperceptions and norms.





Integrating Development of Social-Emotional Skills into Your Parenting – presented by Jane Hardin and held in collaboration with Masconomet Regional School District and the Tri-Town School Union, this program was for parents/guardians of children of your pre-K through 12th grade and provided an overview of Social Emotional Learning (SEL), why it matters for our children, school and communities. The presentation provided practical strategies to help further develop these critical social-emotional skills in our children. Held in March, this program had 160 registered attendees.



Introduction to Meditation: A Workshop for Parents - TTC collaborated with the Zen Center North Shore for a special workshop which provided parents with tools and strategies to develop and maintain a sense of internal calm and resilience and how to use these mindful strategies to meet the many challenges presented by parenting and family life.



[Professional Development for Educators, Administrators & Community Partners](#)

- ❖ Presentation to TTU & Masconomet Leadership Teams on Developmental Assets and Developmental Relationships in support of Social/Emotional Wellness Initiatives
- ❖ Bridges Together Professional Development convening Intergenerational Program Team members to develop goals for local initiatives.
- ❖ Sponsored local participation (17 community partners – including school and law enforcement representatives) at the Essex County District Attorney Annual Safety Conference in April focused on strategies for substance abuse prevention and intervention in school-age children.

[COMMUNITY OUTREACH](#)

TTC is a trusted resource for children and families in the Tri-Town area. TTC works to expand its community engagement by participating whenever possible in community events and regularly attends meetings of town and school boards to share our work. Outreach included:

- Masconomet MS and HS Open Houses
- Presentations to Boards of Selectmen
- Presentations to Boards of Health and Planning Boards
- Presentations to School Committees (K-12) and Parent Advisory Groups
- Proctor School Wellness Fair



- Middleton Gets Moving Night
- Topsfield Holiday Walk
- Topsfield Strawberry Festival
- Programming information sent regularly via TTC e-mail to over 2500 addresses
- Social media presence including TTC Facebook page and Twitter

AFFILIATED ORGANIZATIONS

Tri-Town Council has affiliated organizations which benefit from our non-profit status, administrative support and fiscal sponsorship affording them the opportunity to serve the Tri-Town community including:

Disability Awareness Starts Here (DASH) Since 1994, D.A.S.H. has provided an innovative, hands-on sensitivity awareness experience for elementary school students in Boxford and Topsfield and in Middleton. This parent led program relying on more than 250 volunteers is embraced by the elementary school district, emphasizes abilities rather than disabilities; encourages empathy and understanding; fosters an atmosphere of mutual respect and friendship; and strives to eliminate fear and misunderstanding. Each year almost all youth in second through fifth grade participate in this program. D.A.S.H. presents four unique curriculums which utilize hands-on activities designed to simulate what it is like to live with a disability. Children are encouraged to explore their feelings, think creatively, and discuss alternatives and solutions to the challenges created by a disability. Each program concludes with a guest speaker where the children are invited to ask questions and share their new perspectives. The grade level curriculums are Visual Impairments - Grade 2; Hearing Impairments - Grade 3; Invisible Disabilities - Grade 4; Physical Disabilities- Grade 5.

Sponsor-A-Child – run in the Boxford Elementary Schools since 1980, provides a tangible and meaningful way for elementary school children to be part of a community service activity along with their classmates and family. This program raises awareness about children, close to home, who are underprivileged and in need, and how others, both individuals and a community can help. Sponsor-a Child working with Santa's Helper of Salisbury, facilitated the donation of hundreds of wish list gifts (clothing and essentials) with the help of dozens of classroom volunteers to more than 39 needy children during the 2017 holiday season.



TRI-TOWN COUNCIL LEADERSHIP

Tri-Town Council Board of Directors provides leadership, governance, fiscal oversight and long-term strategic planning in support of the organizational mission. Led by an Executive Board consisting of a President, Treasurer and Secretary, sub-committees and an Advisory Board, Tri-Town Council Board is engaged in the vital and on-going process of identifying and achieving the goals and objectives of the organization.

Tri-Town Council employs a full-time Executive Director who is responsible for the development and implementation of programs and services, provides organizational leadership and Council management; and several part-time professional staff members who assist with program implementation, communications, youth activities and business functions.

Of note, in November 2017 TTC moved its executive office to 7 Grove Street, Topsfield. This move allowed the agency to increase its professional work space and expand to include a dedicated program space to host meetings, such as The Coalition meetings, as well as variety of programs.

OUR FUNDING

Municipal funding contributions from Boxford, Topsfield and Middleton represent a significant portion of Tri-Town Council's annual operating budget. The balance of our income comes as a result of private donations, corporate donations, foundation contributions, grants, fee for service programs and fundraising events. This funding is vital to the financial health and organizational stability of Tri-Town Council.

IN SUMMARY

Through our educational, enrichment and leadership programs, sponsored programs and organizational affiliations, Tri-Town Council proactively strives to meet the needs and address the concerns of the Tri-Town community. We collaborate with schools, parents, youth, law enforcement, community organizations and area resources to insure the highest impact and most cost effective delivery of our programs and services. We maintain high visibility in the community through our website: www.tritowncouncil.org, E-news via our in-house database and through school newsletters and blogs, in local media resources such as the Tri-Town Transcript, local phone books, PTO directories and other organizational websites including Masconomet and the Tri-Town School Union.



We also connect with parents via [Facebook](#) and [Twitter](#), providing important programming information and resources pertaining to various family issues, challenges and raising children of all ages. Our website, E-news and social media posts contain timely information for parents/guardians, educators and youth on topics such as resilience, asset building, bullying and cyberbullying, social media and Internet safety, stress/anxiety management, and alcohol and drug abuse as well as updates regarding Tri-Town Council events and activities.

Tri-Town Council actively participates in and collaborates with several Tri-Town committees including; the Masconomet School Health Advisory Council (SHAC) whose mission is to promote youth health, wellness and safety ; the K-12 Umbrella Group which consists of local volunteer leadership and school superintendents meeting monthly to share projects and ideas; the elementary school Parent-Teacher Organizations; public libraries; and faith-based institutions. TTC maintains connections with professional groups including of CADCA, Community Anti-Drug Coalitions of America, MassTapp, Bolster Collaborative and the Massachusetts Non-Profit Network. We work with local organizations and agencies sharing ideas, co-sponsoring programs and events to both broaden our impact as well as sharing the costs whenever possible and appropriate.

The Tri-Town Council is grateful for and depends on the continued support we receive from our funders - it is as a result of Municipal, Corporate, Foundation, Individual and community support and involvement that we are able to pursue our mission educating youth, parents and educators providing pro-active solutions which support, engage and empower Tri-Town youth to make informed, healthy, safe and compassionate decisions while strengthening their social and emotional well-being.



TRI-TOWN COUNCIL BOARD OF DIRECTORS

FY 18

Zillie Bhuju, President
Susan Fowler, Treasurer
Alison Giacchino, Secretary
Emily Collins
Marise Stewart
Jane Pappas
Stacie Bloxham
Laura O'Connor
Johanna Bernard
Susie Read

FY19

Stacie Bloxham, President
Susie Read, Treasurer
Johanna Bernard, Secretary
Susan Fowler
Jane Pappas
Laura O'Connor
Beth Beringer
Zillie Bhuju, Past President

TRI-TOWN COUNCIL ADVISORY BOARD FY19

Emily Collins; Marise Stewart; Mary Dodge; Jeanne Richards; Chris Rothman; Susan Block; Robin Wildman; Rhonda Fogel; Donna Davis; Dana Webster; Rodney Pendleton; Mark Landgren; Diane Frampton; Jan Pazar; Joan Murphy; Adam Thurlow

Respectfully submitted,

Lisa G. Teichner
Executive Director

lteichner@tritowncouncil.org

(978) 887-6512

Fed EIN #23-7130785



SCIENCE OF THE POSITIVE

Why it Matters...How Shifting
Perceptions Leads to Shifting Realities

Presented by:

Dr. Jeff Linkenbach, The Montana Institute

"the positive is real and is worth growing "

Thursday, November 1st, 2018

8:30—10:30AM

Family Life Center, FCCB

4 Georgetown Road, Boxford

**Open to ALL who care about young people
and community!**

**Join TTC and The Coalition for an
inspiring morning!**

Kindly Pre-Register [HERE](#)



Dr. Jeffrey Linkenbach is a research scientist, consultant, and author who uses the transformative process of the Science of the Positive to help his clients reach their full potential. Over the past two decades, Jeff has helped thousands of individuals, community leaders, and organizational executives achieve lasting transformation and measurable success.

Join us to learn and explore:

- How focusing on & growing the positive can lead to community transformation.
- How to identify, measure and grow the positive that *already* exists in our communities.
- How to apply the **Science of the Positive Framework** to shift perceptions, behaviors and improve health outcomes.
- Managing our energy ... are we busy or are we effective?

...And MUCH more! More info about Science of the Positive [HERE](#)

Questions? Email Meredith Shaw

at: mshaw@tritowncouncil.org

or call 978.887.6512

4

Space above the line reserved for recording information

Grantor: B&B DEVELOPMENT GROUP, LLC

Grantee: TOWN OF MIDDLETON

Address of Premises: North Main Street, Middleton, MA 01949

For Grantor's title see: Essex South Registry of
Deeds at Book 33887, Page 393

CONSERVATION RESTRICTION

B&B Development Group LLC, a Massachusetts limited liability company, with its principal place of business at 9 Wildwood Road, Middleton, Massachusetts 01949, being the Declarant under that certain Amended and Restated Master Deed of the North Meadow Village Condominium, dated April 16, 2015, and recorded with the Essex South District Registry of Deeds in Book 33991, Page 180, as amended of record (the "Master Deed"), pursuant to the powers reserved to it under Section 11 (e) of said Master Deed, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with QUITCLAIM COVENANTS to the Town of Middleton, a Massachusetts municipal corporation with an address of 195 North Main Street, Middleton, MA 01949, acting by and through its Conservation Commission (the "Conservation Commission") by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, and its permitted successors and assigns ("Grantee"), for consideration of less than one hundred (\$100.00), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following described conservation restriction (the "Conservation Restriction") over the entirety of three (3) parcels of land described as Conservation Area #1 (1.78 acres), Conservation Area #2 (6.96 acres), and Conservation Area #3 (4.13 acres) consisting of a total of approximately 12.87± acres of land (the "Restricted Areas"). The Restricted Areas were subdivided from a 30.24 acre parcel of land (the "Property") that is located in the Town of Middleton, Massachusetts which Property and Restricted Areas are more particularly described in Exhibit A and shown in the attached sketch plan in Exhibit B, a reduced copy of that certain plan of land recorded with the Essex South District Registry of Deeds as Plan No. ____ of ____, both of which are incorporated herein and attached hereto.

I. PURPOSES:

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

This Conservation Restriction is granted pursuant to and in accordance with the requirements set forth in the Order of Conditions (the "Order") issued by the Middleton Conservation Commission, D.E.P. File No. 222-0558 on March 20, 2006 and recorded with the Essex South Registry of Deeds in Book 25583, Page 109 and extended by extensions recorded with said Registry in Book 28600, Page 585 and Book 34823, Page 397.

The Order was obtained in addition to various zoning relief¹ from the Zoning Board of Appeals for the Town of Middleton (the "Board") as part of the approval process for the use and development of a seventeen (17±) acre section of the Property (the "Residential Parcel") as a forty-two (42) unit residential development (consisting of detached single family homes, duplexes and multifamily structures) for individuals who have attained the age of fifty-five (55) years (the "Age Restricted Condominium"), which Residential Parcel is shown on the Existing Conditions Plan as 'Lot 1', dated November 30, 2018 prepared by Williams & Sparages LLC attached hereto as Exhibit C (the "Existing Conditions Plan") together with the Baseline Report (defined below) collectively referred to herein as the "Plans").

Subject to compliance with all of the terms and conditions of the Order and Approvals, the Grantor has the right to complete the construction of the Age Restricted Condominium (including but not limited to access drives, driveways, waste water disposal system, and storm water systems, parking, and landscaped areas) within the Residential Parcel, also shown in Exhibit C as the portion of Lot 1 not including the Restricted Areas.

The Restricted Areas has the following qualities (collectively, the "Conservation Values") the protection of which will be of benefit to the public:

1. Protecting various wetland related natural resources that constitute approximately four and three tenths (4.3) acres of land within the Restricted Areas which resources include but are not limited to bordering vegetated wetland and associated buffer zones, and vernal pools.
2. Protecting Priority Habitat of Rare Species as classified by the Massachusetts Natural Heritage and Endangered Species Program and shown as PH 1994 on the map attached hereto as Exhibit D, the purpose of which is to conserve and protect rare species and their habitats under the Massachusetts Endangered Species Act, Chapter 131 of the Massachusetts General Laws and Section 40 of Chapter 131 of the Massachusetts General Laws

¹ In order to authorize the use and development of the Residential Parcel as the Age Restricted Condominium, the Board granted a use and dimensional variance as well as Site Plan Approval (the "SPA") (as amended through the date hereof, the "Approvals") and recorded with said Registry of Deeds in Book 25583, Page 106 and 33973, Page 453.

3. Preserving wetland areas as well as the wooded upland and open grass fields located within the Restricted Areas that serve as wildlife habitat, and contribute to the protection of public and private water supply, pollution prevention, groundwater supply flood control and storm damage prevention.
4. Preserving the open and vegetated areas in the Restricted Areas and other natural features is important to the character of the Town of Middleton and serves the purposes described in the Order as well as the reduction of infrastructure and the promotion of passive recreation.
5. Protecting and enhancing the scenic landscape and open space attributes and the recreational, human enjoyment, and ecological value of the land contained within the Restricted Areas. The Restricted Areas abut land already permanently conserved by the Town of Middleton.

Grantor and Grantee acknowledge that Approvals required the creation of open space parcels and as part of the Approvals required that the Restricted Areas be shown on the approved site plan as Conservation Areas 1, 2 and 3 and that the Order required the placement of a perpetual restriction, enforceable by the Grantee, on the Restricted Areas that limits its use to passive recreation as follows:

1. Preserving open space in the Restricted Areas for conservation and/or recreation purposes.
2. Providing trails for residents of the Age Restricted Condominium within the Restricted Areas for the purposes of quiet, non-motorized passive recreational activities such as walking, running, hiking, bicycling, and wildlife observation (collectively, the "Passive Recreational Uses") within the Restricted Areas, which trails are depicted on the Plans.
3. Granting this Conservation Restriction to the Town of Middleton serves to fulfill Grantor's obligation to satisfy and comply with the conditions of the Approvals and Order.

These and other Conservation Values of the Restricted Areas, as well as its current uses and state of improvements, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Restricted Areas as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Restricted Areas at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

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

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Restricted Areas:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Restricted Areas;
- (2) Mining, excavating, dredging or removing from the Restricted Areas of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Restricted Areas except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (7) Subdivision or conveyance of a part or portion of the Restricted Areas alone, or division or subdivision of the Restricted Areas (as compared to conveyance of the Restricted Areas in its entirety which shall be permitted), and no portion of the Restricted Areas may be used towards building or development requirements on this or any other parcel; and
- (8) The use of the Restricted Areas for business, residential or industrial use, or for more than *de minimis* commercial recreation.

(9) Any other use of the Restricted Areas or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions. The Grantor reserves the right to conduct or permit the following activities and uses on the Restricted Areas, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction:

- (1) Minor Structures. With the approval of the Grantee, the construction, maintenance, repair, and replacement of small accessory structures such as open shelters, subject to all applicable federal, state and local laws, regulations and all permits, provided that such structures do not exceed an aggregate footprint of 1,000 square feet.
- (2) Limited Hard-Surfaced Trails. With the approval of the Grantee, the construction, maintenance, repair, and replacement of a limited amount of hard-surfaced trails not to exceed a width of six (6) feet or an aggregate length of 250 feet;
- (3) Trails. The marking, clearing and maintenance of existing trails as shown in the Plans. With prior approval of the Grantee, the construction of new unpaved trails or boardwalks or the relocation or alteration of existing trails (whether unpaved or hard-surfaced), provided that any construction, relocation, or alteration results in trails that are no wider than six (6) feet.
- (4) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Restricted Areas, including vistas as documented in the Baseline Report, woods roads, fence lines and trails and meadows;
- (5) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (6) Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the Conservation Values and other natural features within the Restricted Areas that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Plans, as applicable, or in conformance with the conditions with respect to soil material, grade, and

vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Plans;

- (7) **Permits, Regulations, Laws.** The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued;
- (8) **Best Management Practices.** The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s);
- (9) **Other Activities.** Such other non-prohibited activities or uses of the Restricted Areas may be permitted with the prior approval of the Grantee provided that the Grantee has made a finding, such finding to be documented in writing and kept on file at the office of the Grantee, that such activities are consistent with the Reserved Rights, do not impair the conservation values and purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Restricted Areas.

C. Notice and Approval.

1. Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.
2. Subject to any applicable law or regulation, failure of Grantee to respond in writing within sixty (60) days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after sixty (60) days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction. Where Grantee's written approval or finding is required,

this Section II(C)(2) shall not apply.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Restricted Areas to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver.

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

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Restricted Areas pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Restricted Areas

resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Restricted Areas resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Restricted Areas, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Restricted Areas upon reasonable notice and at reasonable times, for the purpose of inspecting the Restricted Areas to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Restricted Areas for the purpose of taking any and all actions with respect to the Restricted Areas as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines. Nothing herein shall restrict access to the Restricted Areas by any residents of the Age Restricted Condominium.

V. EXTINGUISHMENT

A. Termination of Restriction. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Restricted Areas, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements if applicable.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Restricted Areas or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All

related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Restricted Areas in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Restricted Areas.

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

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Restricted Areas, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any

acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Restricted Areas or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) (days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

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

X. AMENDMENT

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

XI. EFFECTIVE DATE

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

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: B&B Development Group, LLC
9 Wildwood Drive
Middleton, MA 01949

To Grantee: Town of Middleton by and through its
Conservation Commission
195 North Main Street
Middleton, MA 01949

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

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

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

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

herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Restricted Areas, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Homestead. Not Applicable

C. Subordination. The Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Restricted Areas.

D. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval by Town of Middleton Board of Selectmen

Approval of the Secretary of Energy and Environmental Affairs

Exhibits:

Exhibit A: Legal Description of Restricted Areas

Exhibit B: Reduced Copy of Plan of the Restricted Areas

Exhibit C: Existing Conditions Plan

Exhibit D: Map 1994 – Estimate Priority Habitat

WITNESS my hand and seal this ____ day of _____, 2019.

B&B DEVELOPMENT GROUP LLC

By: _____
Anthony P. Bonacorso, Manager

By: _____
Doreen Bonacorso, Manager

COMMONWEALTH OF MASSACHUSETTS
Essex, ss.

On this _____ day of _____, 2019 before me, the undersigned notary public, personally appeared Anthony Bonacorso and Doreen Bonacorso, Managers of B&B DEVELOPMENT GROUP LLC, proved to me through satisfactory evidence of identification, which was their driver's license, to be the persons whose names are signed on the foregoing instrument, and acknowledged to me that they signed it voluntarily for its stated purpose.

_____, Notary Public
My commission expires:

ACCEPTANCE BY MIDDLETON CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Middleton, Essex County, Massachusetts, hereby certify that at a public meeting duly held on _____, 2019, the Conservation Commission voted to accept the foregoing Conservation Restriction pursuant to Massachusetts General Laws, Chapter 40, §8C and Chapter 184, §32, and agree to be bound by its terms.

MIDDLETON CONSERVATION COMMISSION

Anthony Pesce, Chairman

Gerald Gove

Andrea Nelson

Michael G. Sliney

Laurie York

COMMONWEALTH OF MASSACHUSETTS
Essex, ss.

On this _____ day of _____, 2019 before me, the undersigned notary public, personally appeared the above members of the Conservation Commission for the Town of Middleton, who are personally known to me to be the individuals whose name is signed above, acknowledged to me that each signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

ACCEPTANCE AND APPROVAL OF TOWN OF MIDDLETON BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Middleton, Essex County, Massachusetts, hereby certify that the foregoing Conservation Restriction from B&B DEVELOPMENT GROUP LLC to the TOWN OF MIDDLETON ACTING BY AND THROUGH ITS CONSERVATION COMMISSION is accepted pursuant to G. L. Chapter 40, Section 8C and approved pursuant to G. L. Chapter 184, Section 32, at a public meeting duly held on _____, 2019

Middleton Board of Selectmen

By: _____
Kosta E. Prentakis, Chairman

By: _____
Brian M. Cresta

By: _____
Timothy P. Houten

By: _____
Rick Kassiotis

By: _____
Todd Moreschi

COMMONWEALTH OF MASSACHUSETTS
Essex, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared the above members of the Board of Selectmen for the Town of Middleton, who are personally known to me to be the individuals whose name is signed above, acknowledged to me that each signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

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

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from B&B DEVELOPMENT GROUP LLC to the TOWN OF MIDDLETON ACTING BY AND THROUGH ITS CONSERVATION COMMISSION has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2019

Matthew A. Beaton
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Restricted Areas

The Restricted Areas are shown as Conservation Areas 1, 2, and 3 on a Plan of Land entitled "Conservation Areas North Meadow Village in Middleton, MA" dated November 30, 2018, prepared by Williams & Sparages, and recorded in the Essex South District Registry of Deeds as Plan No. ____ of _____. A reduced copy of said plan is attached hereto as Exhibit B.

EXHIBIT B
Reduced Copy of Plan of the Restricted Areas

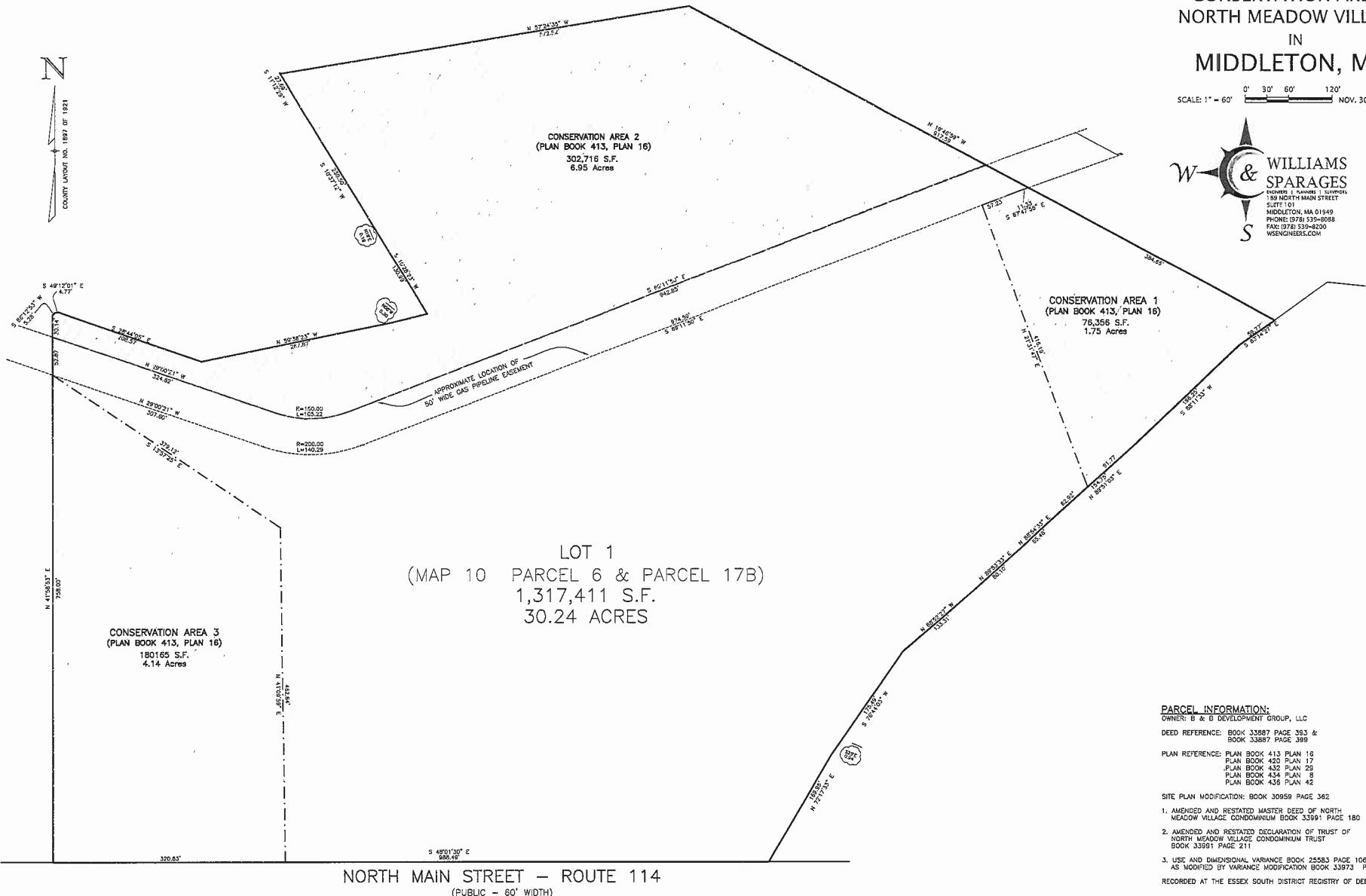
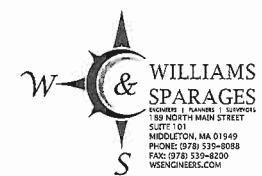
EXHIBIT C

Existing Conditions Plan of Restricted Areas

Exhibit D
Map PH 1994 – Estimated Priority Habitat

CONSERVATION AREAS
NORTH MEADOW VILLAGE
IN
MIDDLETON, MA

SCALE: 1" = 60' 0' 30' 60' 120' NOV. 30, 2018

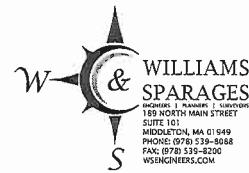


N
COUNTY LAYOUT NO. 1897 OF 1921



CONSERVATION AREAS
NORTH MEADOW VILLAGE
IN
MIDDLETON, MA
ESTIMATED PRIORITY HABITAT - PH 1994

SCALE: 1" - 100' 0' 50' 100' 200' MAY 25, 2018



PARCEL INFORMATION:

OWNER: B & B DEVELOPMENT GROUP, LLC

DEED REFERENCE: BOOK 33887 PAGE 393 &

BOOK 33887 PAGE 399

PLAN REFERENCE: PLAN BOOK 413 PAGE 16

PLAN BOOK 420 PAGE 17

PLAN BOOK 431 PAGE 29

PLAN BOOK 434 PAGE 8

PLAN BOOK 435 PAGE 42

SITE PLAN MODIFICATION: BOOK 30559 PAGE 362

1. AMENDED AND RESTATED MASTER DEED OF NORTH MEADOW VILLAGE CONDOMINIUM BOOK 33991 PAGE 180

2. AMENDED AND RESTATED DECLARATION OF TRUST OF NORTH MEADOW VILLAGE CONDOMINIUM TRUST BOOK 33991 PAGE 211

3. USE AND DIMENSIONAL VARIANCE BOOK 25583 PAGE 105,
AS MODIFIED BY VARIANCE MODIFICATION BOOK 33973 PAGE 453
RECORDED AT THE ESSEX SOUTH DISTRICT REGISTRY OF DEEDS.

WALKING TRAIL IS APPROXIMATE AND FROM "LAYOUT PLAN NORTH MEADOW VILLAGE - NORTH MAIN STREET" MIDDLETON, MA BY WILLIAMS & SPARAGES REVISED DATE



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Matthew A. Beaton
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181
<http://www.mass.gov/eea>

January 15, 2019

Jill Elmstrom Mann, Esq.
Mann & Mann, P.C.
191 South Main Street
Suite 104
Middleton 01949-

Re: Draft Conservation Restriction Approved

CR Reference No.: 16560
CR Number: MIDDLETON #012
CR Address: North Main Street
Town: MIDDLETON

Dear Jill:

Please find attached to this email, a copy of the approved conservation restriction that has been reviewed by EEA legal and cleared for local signatures. Do not make any substantive changes to this approved draft without informing us as any further changes will need to be reviewed. Minor changes such as formatting or to correct typos or misspellings do not require notification.

Please proceed with obtaining local signatures and those of the Grantor and Grantee. Once obtained, please return one fully executed CR, in hard copy, to me (you may keep the original signature pages and provide copies), along with a pre-paid label or pre-stamped and addressed envelope for return mailing, for final legal review. Missing dates, un-notarized signatures, and other inconsistencies on signature pages or missing exhibits can delay this final review, so please ensure the final signature pages and exhibits are complete. The CR will then be left with Secretary Beaton for his final approval and signature. We cannot guarantee a specific timeline for this final review process.

I look forward to finalizing this. Please remember to use to our internal CR Reference Number and CR Number in all correspondence or inquiries.

Sincerely,
John Gioia
Conservation Restriction Reviewer
Division of Conservation Services
100 Cambridge Street, Suite 900
Boston, MA 02114

Andrew Sheehan

From: Pam Veerman <pamv@mannpc.com>
Sent: Tuesday, January 15, 2019 2:59 PM
To: Andrew Sheehan; Michelle Creasi; Kristin Kent
Cc: 'Melissa Gnoza Ogden'
Subject: Conservation Restriction - North Meadow Village/B&B Development
Attachments: Exhibit B Conservation Restriction - North Meadow Conservation Area Plan (1).pdf; Exhibit C Conservation Restriction - North Meadow Existing Conditions Plan (1).pdf; Exhibit D Estimated Priority Habitat PH 1994.pdf; Middleton CR #12 Ref. #16560 Acknowledgement Letter OK For Local Signatures.pdf; Middleton CR #12 Ref. #16560 EEA Approved for Local Signatures.docx

The Conservation Restriction for Ridgewood Estates was approved by the Executive Office of Energy and Environmental Affairs on January 15, 2019 (see attached letter). We respectfully request to be heard on this before the Board of Selectman and the Conservation Commission. Please let me know if we can be heard at the next regularly scheduled meeting for each of you. For your convenience I have attached the Conservation Restriction together with the Exhibits. If you need a more formal request or need anything further in this regard, please let me know.

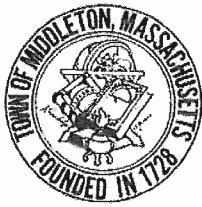
Regards,

Pam

Pamela Veerman
Administrative Assistant
MANN & MANN, P.C.
COUNSELLORS AT LAW
191 SOUTH MAIN STREET
MIDDLETON, MA 01949
TEL: 978-762-6238
FAX: 978-762-6434

This transmittal and/or attachments may be a confidential attorney-client communication or may otherwise be privileged or confidential. If you are not the intended recipient, you are hereby notified that you have received this transmittal in error; any review, dissemination, distribution or copying of this transmittal is strictly prohibited. If you have received this transmittal and/or attachments in error, please notify us immediately by reply or by telephone (call us collect at 978-762-6238) and immediately delete this message and all its attachments.

WIRE FRAUD ALERT: If you receive an e-mail containing wiring instructions or other funding directions, you must confirm those instructions with our office by telephone. Cybercrime is on the rise and hackers are targeting e-mail accounts of attorneys, businesses and professionals in order to initiate fraudulent wire transfers. Never initiate a wire without first confirming the instructions are correct.



Council on Aging
Old Town Hall
38 Maple Street
Middleton, MA. 01949
978-777-4067
www.townofmiddleton.org

5

January 22, 2019

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

Re: Middleton Food Bank Donation / Bostik

Please add the following donations 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 J. Gannon

Susan Gannon
COA Director

A donation has been made payable to the Town of Middleton Food Pantry.

Date: 12/20/18

Name: Bostik

Donation: \$500.00

Check Number: 400212

This donor would like to remain anonymous.

Yes

X No



Council on Aging
Old Town Hall
38 Maple Street
Middleton, MA. 01949
978-777-4067
www.townofmiddleton.org

December 20, 2018

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

Re: Middleton Food Bank Donation / Middleton Turkey Trot

Please add the following donations 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.

There are 3 people that would like to attend the meeting from the Turkey Trot they are

Cortney Lee, 9 Towne Rd 978-290-1830
Natasha Barnsfield, 3 White Lane
Stacy Campbell, 165 Lake St

Please let them know when the meeting will be held and what time to appear. Thank you.

Susan J. Gannon

Susan Gannon
COA Director

A donation has been made payable to the Town of Middleton Food Pantry.

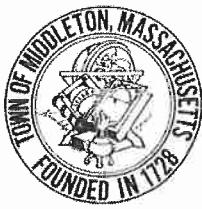
Date: 12/19/18

Name: Middleton Turkey Trot

Donation: \$1,917.65 Check Number: 2011

This donor would like to remain anonymous Yes No

Donation is in memory of or to honor:



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-774-3589
www.middletonma.gov

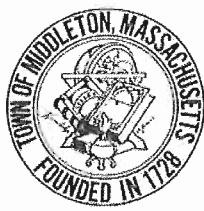
6

Common Victualler/General License Application

ALL QUESTIONS MUST BE ANSWERED AND A TELEPHONE NUMBER PROVIDED

1. Licensee Name: middleton shreeji INC
2. Name of Manager: Suresh K Patel
3. Social Security Number/FID Number: _____
4. Business Address: 152-A South Main St
5. Home Address: 31- Forest Lane Boxford MA-01921
6. Telephone Numbers (Please provide all numbers by which you can be reached):
Business Phone: 978-774-9838
Cell Phone: 617- 669- 0888
Home Phone: 617 - 407 8308
7. Email Address: DIYAP16@yahoo.com
8. Registered Voter? Yes No
9. Are you a U.S. Citizen? Yes No
10. Court and Date of Naturalization (if applicable) _____
(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)
- 10a. Where? _____
11. Identify your criminal record: (Massachusetts/Any other state/Federal): Have you had any arrests or appearance in a criminal court or have you been charged with a criminal offense regardless of final disposition; (Must check either Yes or No)
Yes No

If yes, please describe offense(s) specific charge and disposition (fine, penalty, etc.)



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-774-3589
www.middletonma.gov

11. Prior experience in the restaurant/food establishment industry: Yes _____ No
If yes, please describe:

at 931 Bennington st East Boston- 02128
we have store and gas station with
Food Service.

12. List all employment for the last five years:

① S&H FUEL INC
② Lisha & Nirali Fuel LLC

13. Hours per week to be spend on the licensed premises: 4-DAY'S WEEK

14. Days and Hours of Operation: 6 AM TO 9 P.M

15. Seating Capacity: ABOUT 10

16. Do you own/lease premises? LEASE Yes _____ No

If Leased:

16a. If Yes, From Whom? I

16b. Terms of Lease?

(Please provide a copy of lease agreement)

I hereby swear under the pains and penalties of perjury that the information I have given in this application is true to the best of my knowledge and belief.

Suresh K Patel
Printed Name of Owner

By: SKPATEL
(Signature)

Date: 1/21/19

Town of Middleton, Massachusetts
Revenue Enforcement and Protection Certification (REAP)

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I hereby certify under the penalties of perjury that I to my best knowledge and belief, have filed all State tax returns and paid all state taxes required by law.

Name of Company: middleton shreeji INC

Address: 152-A South mainst Middleton ma-01949

Title of Person Signing: owner

Signature of Individual or Corporate Name: middleton shreeji INC

Printed Name of Above: middleton shreeji INC

Contact Telephone Number: 617-669-0888

Date: 1/1/2019

Social Security Number or Federal Identification Number: X 82-3990764

Email Address: diyalp16@yahoo.com



CERTIFICATE OF LIABILITY INSURANCE

MIDL-1

OP ID: JE

 DATE (MM/DD/YYYY)
 02/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
 Rua-Dumont-Audet Ins. Agcy. In
 155 North Main Street
 Fall River, MA 02722
 Jason M. Rua, LIA, CIC, AAI

CONTACT NAME: Sonia M. Fastino, CIC, AAI

PHONE (A/C, No, Ext): 508-673-5808

FAX (A/C, No): 508-677-4828

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Preferred Mutual

15024

INSURED
 Middleton Shreeji Inc
 d/b/a/ Richdale Convenience
 152A S. Main St.
 Middleton, MA 01949

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGEs

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY							EACH OCCURRENCE	\$ 1,000,000
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 50,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X			TBA	02/20/2018	02/20/2019	MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
									\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							COMBINED SINGLE LIMIT (EA accident)	\$
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (PER ACCIDENT)	\$
									\$
A	AUTOMOBILE LIABILITY							EACH OCCURRENCE	\$ 1,000,000
	ANY AUTO							AGGREGATE	\$
	ALL OWNED AUTOS								\$
	Hired AUTOS								
X	UMBRELLA LIAB			OCCUR					
	EXCESS LIAB			CLAIMS-MADE					
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000				X	TBA	02/20/2018	02/20/2019	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y/N	N/A			WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Subject to actual policies' terms, conditions, definitions, coverages and exclusions.

CERTIFICATE HOLDER

CANCELLATION

Richardson's Farms, Inc.
 156 South Main St
 Middleton, MA 01949

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that S & H Richdale Convenience Inc., a Massachusetts corporation with an office at 45 Sunrise Terrace, Stoughton, Massachusetts (the "grantor")

in consideration of Two Hundred Ten Thousand and 00/100 (\$210,000) Dollars and other valuable consideration

paid by Middleton Shreeji Inc, a Massachusetts corporation with a usual place of business at 152 South Main Street, Suite A, Middleton, Massachusetts (the "grantee")

the receipt whereof is hereby acknowledged, does hereby grant, sell, transfer and deliver unto the grantee, the following goods and chattels, namely:

All of the tangible and intangible assets of the business known as "Richdale Superette" located at 152 South Main Street, Suite A, Middleton, Massachusetts, including all of the furniture, fixtures, equipment, the goodwill of the business, rights of the telephone number(s), and all of the tangible and intangible property owned and used by the grantor in the operation of the business, including the grantor's right to use the name of the business "Richdale Superette", at the current location only, but excluding (1) cash accounts, (2) accounts receivable, or (3) debts or proceeds of any outstanding insurance due the grantor. A list of all furniture, fixtures, and equipment is attached hereto as Exhibit A.

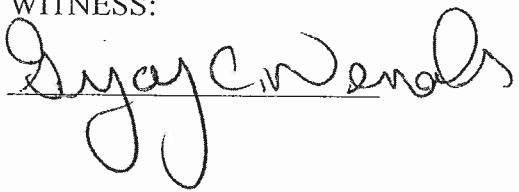
To have and to hold all and singular the said goods and chattels to the grantee, and its successors and assigns to its own use and behoof forever.

And the grantor hereby covenants with the grantee that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all persons.

In witness whereof Mitesh Patel, President and Treasurer of S & H Richdale Convenience Inc., hereunto sets his hand and seal and the corporate seal of S & H Richdale Convenience Inc., this 20th day of February, in the year two thousand and eighteen.

Signed and sealed in the presence of

WITNESS:



S & H RICHDALE CONVENIENCE INC.

By:



Mitesh Patel
President and Treasurer



Town of Middleton

Town Clerk
Memorial Hall
Middleton, Massachusetts 01949
978-774-6927

Business Certificate

In conformity with the provisions of Chapter 110, Section 5 of the Massachusetts General Laws as amended, the undersigned hereby declare(s) that a business is conducted under the title of

MIDDLETON STREET LINE

01949

152A SOUTH MAIN ST MIDDLETON MA 01949

Address

By the following named person(s): (include corporate name and title, if corporate officer)

Full Name	Residence/Phone/ E-Mail
PATEL SUDESH KUMAR K	617 407 8308 1978 887 2066
31-FIREST LANE BOXFORD MA 01921	SUNNY PATEL 8308 @ GMAIL.COM
PATEL RANANJAL K	908 433 6504 G.DATNSREAU@G MIDDLETON MA 01949

Nature of Business

The signatories below acknowledge this certificate is not proof of conformity to Zoning Bylaws or Board of Health regulations. It is the responsibility of the applicant to contact the Building Commissioner and the Health Agent in order to comply with Town Bylaws, rules and regulations.

Signatures: S. K. Patel

R. S. P

On January 16, 2028 the above named person(s) personally appeared before me and made oath that the foregoing statement is true.

Seal

Signature of the Town Clerk or Assistant Town Clerk

Identification presented: Driver's License#

S95925894

Other

In accordance with the provisions of Chapter 337 of the Acts of 1985 and Chapter 110, Section 5 of MGL, business certificates shall be in effect for four (4) years from the date of issue and shall be renewed each four years thereafter. A statement under oath must be filed with the Town Clerk upon discontinuing, retiring or withdrawing from such business or partnership. Copies of such certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business.

Violations are subject to a fine of not more than three hundred (\$300.00) for each month during which such violation continues.

Certificate expires January 16, 2022

January 22, 2018

Gregory C. Demakis, Esq.
Demakis Law Offices, P.C.
56 Central Avenue
Lynn, MA 01901

Dear Attorney Demakis:

I, Suresh Patel, have agreed to purchase the Richdale Superette located at 152A South Main Street in Middleton, Massachusetts from S & H Richdale Convenience, Inc.

I acknowledge that you have disclosed to me that you have represented S & H Richdale Convenience, Inc. in the past and have represented its principals, Mitesh Patel and Dashrath Patel, on many occasions. Notwithstanding such disclosure, I hereby request that you represent my interest in this transaction as well as those of S & H Richdale Convenience, Inc. and its principals.

I understand that in the event that any dispute arises between the parties, each party must retain separate representation in this matter. I hereby waive any claim for conflict of interest which I may now have or may ever have arising out of your representation of the parties in this matter.

Very truly yours,

SKPATEL
Suresh Patel

INDEMNIFICATION AGREEMENT

Agreement made this 20th day of February, 2018, by and among S & H Richdale Convenience Inc., a Massachusetts corporation with an office at 45 Sunrise Terrace, Stoughton, Massachusetts (the "Seller"), and Middleton Shreeji Inc, a Massachusetts corporation with a usual place of business at 152 South Main Street, Suite A, Middleton, Massachusetts (the "Buyer").

WHEREAS, the Buyer this day is purchasing from the Seller the business known as "Richdale Superette" located at 152 South Main Street, Suite A, Middleton, Massachusetts (the "Business"); and

WHEREAS, pursuant to the terms of an Asset Purchase Agreement dated February 2018, (the "Asset Purchase Agreement") by and between the Seller and Suresh Patel, to whose interest the Buyer has succeeded, each party has agreed to indemnify the other against certain claims.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties hereto agree as follows:

1. The Seller agrees to indemnify and hold the Buyer harmless from and against (i) any claims successfully asserted against Buyer arising out of Seller's ownership of the Business prior to the closing or sale of the Business and not assumed by Buyer in writing, and (ii) any claim successfully asserted arising pursuant to Seller's representations or warranties contained in the Asset Purchase Agreement. The Seller's indemnification pursuant to this paragraph shall include Buyer's legal fees and other reasonable expenses.
2. Buyer agrees to indemnify and hold Seller harmless from and against (i) any claims successfully asserted against the Seller arising out of Buyer's purchase or ownership of the Business after the closing and (ii) any default by the Buyer in the terms and conditions of any contract or lease assumed by the Buyer. The Buyer's indemnification pursuant to this paragraph shall include the Seller's legal fees and any other reasonable expenses.

Seller
S & H Richdale Convenience Inc.

Buyer
Middleton Shreeji Inc

By: 
Mitesh Patel, President

By: 
Suresh Patel, President

CERTIFICATE OF VOTE

I, Mitesh Patel, Secretary of S & H Richdale Convenience Inc. (the "Corporation"), hereby certify that at a special meeting of directors and stockholders of the Corporation duly held on the 20th day of February 2018, at the offices of the Corporation, all of the directors and stockholders being present and voting throughout, on motion duly made and seconded, it was

VOTED: That the Asset Purchase Agreement by and between the Corporation and Suresh Patel, dated February, 2018 pursuant to which the Corporation agreed to sell the assets of the business known as "Richdale Superette" located at 152 South Main Street, Suite A, Middleton, Massachusetts (the "business") to said Suresh Patel, or his nominee, for the sum of Two Hundred Ten Thousand and 00/100 (\$210,000) is hereby ratified and confirmed.

VOTED: That Mitesh Patel, President of the Corporation, be and is hereby authorized in the name and on behalf of the Corporation, to execute and deliver to the said Suresh Patel, or his nominee, any and all documents necessary to convey the assets of the business to said Suresh Patel or his nominee, in accordance with the terms of said Asset Purchase Agreement including a Bill of Sale and such other instruments and documents in such form and upon such terms and conditions as the said President shall, in the exercise of his discretion, deem fit and proper, and the execution of such documents shall be binding and conclusive upon the Corporation as to the authority of said officer. The authority conferred herein shall remain in full force and effect until revoked by an instrument in writing and delivered to said Suresh Patel or his nominee.

I further certify that Mitesh Patel is the duly elected President of the Corporation and that this vote has not been altered, amended or revoked and is still in force and effect.

Dated as of this 20th day of February, 2018.



Mitesh Patel, Secretary

NON-COMPETITION AGREEMENT

Agreement made this 20th day of February, 2018, by and among S & H Richdale Convenience Inc., a Massachusetts corporation with an office at 45 Sunrise Terrace, Stoughton, Massachusetts (the "Seller"), Mitesh Patel, of said 45 Sunrise Terrace, Stoughton, Massachusetts ("Patel") and Middleton Shreeji Inc, a Massachusetts corporation with a usual place of business at 152 South Main Street, Suite A, Middleton, Massachusetts (the "Buyer").

WHEREAS, the Seller owns and operates a convenience store known as "Richdale Superette" located at 152 South Main Street, Suite A, Middleton, Massachusetts (the "Business"); and

WHEREAS, the Seller has agreed to sell and the Buyer has agreed to purchase the assets of the Business pursuant to the terms of an Asset Purchase Agreement dated February 2018 (the "Asset Purchase Agreement") between the Seller and Suresh Patel, as buyer, to whose interest the Buyer has succeeded; and

WHEREAS, Patel is an officer, director and stockholder of the Seller; and

WHEREAS, the Asset Purchase Agreement requires the execution by the Seller and Patel of a Non-Competition Agreement at the closing.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other valuable consideration paid by each party to the other, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Seller and Patel each agree not to engage in the convenience store business as owner, partner, stockholder, employee or in any other capacity for a period of five (5) years within the Town of Middleton.

2. The parties hereto, recognizing that irreparable injury will result to the Buyer, its business and property in the event of a breach of this Agreement by the Seller or Patel, agree that in the event of a breach the Buyer shall be entitled, to all equitable remedies to terminate any such violation and to recover damages, including costs, expenses and reasonable attorneys' fees.

3. The parties recognize and agree that the enforcement of this Agreement is necessary to ensure the preservation, protection and continuity of the business, trade secrets and goodwill of the Business. The Seller and Patel agree that the restrictions set forth in this Agreement are reasonable as to time and scope.

4. If any court determines that any of the provisions of this agreement are unenforceable because of the duration of such provision or the area covered thereby, such court shall have the power to reduce the duration or area of such provisions to the maximum area and duration legally enforceable and in its reduced form such provision shall then be enforceable and shall be enforced.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

Middleton Shreeji Inc

By: S K Patel

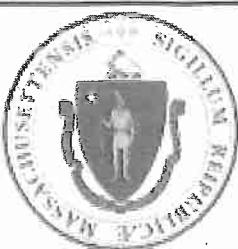
Suresh Patel, President
and Treasurer

S & H Richdale Convenience Inc.

By: M Patel

Mitesh Patel, President
and Treasurer

M Patel
Mitesh Patel, Individually



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001307443

ARTICLE I

The exact name of the corporation is:

MIDDLETON SHREEJI INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	275,000	\$0.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: SURESH PATEL
No. and Street: 31 FOREST LANE
City or Town: BOXFORD State: MA Zip: 01921 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box)
		Address, City or Town, State, Zip Code
PRESIDENT	SURESH PATEL	31 FOREST LANE BOXFORD, MA 01921 USA
TREASURER	SURESH PATEL	31 FOREST LANE BOXFORD, MA 01921 USA
SECRETARY	SURESH PATEL	31 FOREST LANE BOXFORD, MA 01921 USA
DIRECTOR	RAMANILAL PATEL	229 MAPLE ST MIDDLETON, MA 01949 USA

d. The fiscal year end (i.e., tax year) of the corporation:

December

e. A brief description of the type of business in which the corporation intends to engage:

CONVENIENCE STORE

f. The street address (*post office boxes are not acceptable*) of the principal office of the corporation:

No. and Street: 152 SOUTH MAIN ST
STE A
City or Town: MIDDLETON State: MA Zip: 01949 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):

No. and Street:	<u>152 SOUTH MAIN ST</u>		
	<u>STE A</u>		
City or Town:	<u>MIDDLETON</u>	State: <u>MA</u>	Zip: <u>01949</u>
which is	Country: <u>USA</u>		
<input checked="" type="checkbox"/> its principal office	an office of its transfer agent		
<input type="checkbox"/> an office of its secretary/assistant secretary	its registered office		

Signed this 11 Day of January, 2018 at 12:35:32 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

SURESH PATEL



*The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133*

William Francis Galvin
Secretary of the
Commonwealth

January 25, 2018

TO WHOM IT MAY CONCERN:

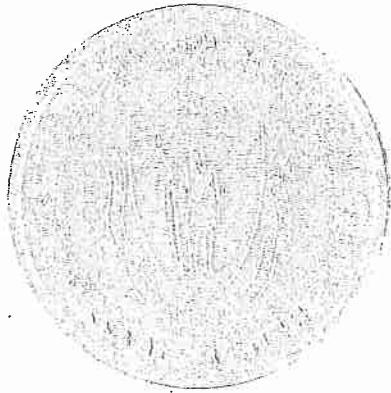
I hereby certify that according to the records of this office,

MIDDLETON SHREEJI INC

is a domestic corporation organized on January 11, 2018, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.



William Francis Galvin

Secretary of the Commonwealth

7

Town of Middleton
Board of Selectmen Office
48 South Main Street
Middleton, MA 01949

Please use this form to obtain your license renewal. Please remit a properly signed State Tax Form _____, check made payable to the Town of Middleton to this office no later than Friday, November 30, 2018. License fees shall be paid by either **cashier's check or bank check**. All license fees must be received in this office no later than Friday, November 30, 2018 in order to have your license renewed for January 1, 2019.

MISCELLANEOUS LICENSE RENEWAL FORM FOR 2019

TYPE OF LICENSE	LICENSE FEE	AMOUNT DUE
Amusement (Golf Courses)	\$100.00	_____
Auctioneer	\$45.00	_____
Amusement Machines	\$100.00	_____
Common Victualler	\$100.00	_____
Class II License	\$200.00	_____
Class III License	1 \$200.00	\$200.00
Gas License (per nozzle)	\$45.00	_____
Precious Metals	\$25.00	_____
Livery License	\$100.00 \$50.00 1 st Vehicle, \$25.00 each additional vehicle	_____
# of Vehicles		_____
Total Amount Due		\$200.00

By November 30, 2018

Business Name: Muzichuk Garage, Inc.

Business Manager Name: Paul Muzichuk

Phone Number: 978-646-0083

E-mail Address: MiddletonGarage@HotMail.com

Please Remit Receipts for Outstanding Balances Due for the Following:

Real Estate Taxes 2019 \$6,834.46
2018 \$7,422.60

Town of Middleton, Massachusetts
Revenue Enforcement and Protection Certification (REAP)

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I hereby certify under the penalties of perjury that I to my best knowledge and belief, have filed all State tax returns and paid all state taxes required by law.

Name of Company: Muzichuk's Garage Inc.

Address: 295 N. Main St

Title of Person Signing: Pres. Owner

Signature of Individual or Corporate Name: Paul Muzichuk

Printed Name of Above: Paul Muzichuk

Contact Telephone Number: 978-646-0083

Date: 1-3-19

Social Security Number or Federal Identification Number: 04-2264796

Email Address: Middleton Small Engine@Hot Mail.com

CALENDAR
TUESDAY, MARCH 19, 2019
SPECIAL TOWN MEETING

9

Tuesday, January 29, 2019 BOS votes to open, close, and sign Special Town Meeting wa

Saturday, February 2, 2019 FY20 Operating Budget meeting 8:30AM-4PM

Weds., February 13, 2019 Deadline to submit recommendations, exhibits, maps to TA's Office for inclusion in warrant book

Friday, February 15, 2019 STM Warrant book to printer

Monday, February 18, 2019 Presidents' Day; start of school vacation week

Thurs., February 28, 2019* BOS/FinCom/TA STM Warrant reading at Flint Public Library – tentative;

Saturday, March 2, 2019 FY20 Capital Budget meeting 8:30AM-2PM

Tuesday, March 5, 2019 Deadline for Constable to post STM Warrant

Tuesday, March 5, 2019 Motions meeting: TA, ATA, CFO, Town Clerk, Moderator, Town Counsel

Friday, March 8, 2019 Last day to register to vote for 3/19/19 STM (8PM)

Friday, March 8, 2019 Warrant book to USPS for mailing to households on Saturday, March 9, 2019

Thursday, March 14, 2019 Pre-Town Meeting at Flint Public Library

Tuesday, March 19, 2019 Special Town Meeting: 7PM, Howe Manning Gymnasium/Other

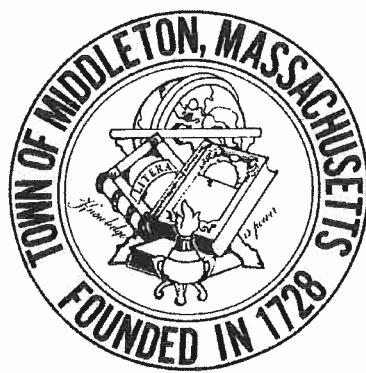
*Tentative; subject to availability of meeting room

Board of Selectmen meetings:

- January 15, 2019
- January 29, 2019
- February 12, 2019
- February 26, 2019
- March 12, 2019
- March 26, 2019

Town of Middleton

Massachusetts



Special Town Meeting

Tuesday, March 19, 2019, 7:00 P.M.

Special Town Meeting Warrant

Howe Manning School Gymnasium
26 Central Street, Middleton, MA

**TOWN OF MIDDLETON
SPECIAL TOWN MEETING
THE COMMONWEALTH OF MASSACHUSETTS
MARCH 19, 2019**

ESSEX s.s.

To the Constable of the Town of Middleton in the County of Essex:

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in Elections and Town Affairs, to meet at the Howe Manning School Gymnasium, 26 Central Street in said Middleton on Tuesday, March 19, 2019 next, at 7:00 p.m., then and there to act on the following articles:

To transact any other business that may lawfully come before this meeting.

ARTICLE 1. On petition of the Board of Selectmen and Finance Committee, to see if the Town will vote to raise and appropriate, borrow or transfer from available funds the sum of three million eight hundred thousand dollars (\$3,800,000) to fund the acquisition, by purchase, gift, or eminent domain, of two certain parcels of land located off South Main Street shown as Lots 184 and 185 on Middleton Assessors Map 29 consisting of 52 acres more or less; and to authorize the Board of Selectmen to convey and accept easements related thereto; or take any other action relative thereto.

Purpose: This article will authorize the acquisition of land for future municipal use.

Planning Board Recommendation:

Master Plan Recommendation:

ARTICLE 2. On petition of the Board of Selectmen and Finance Committee, to see if the Town will vote to raise and appropriate, borrow or transfer from available funds a sum of money to fund a master development plan of land located off South Main Street shown as Lots 184 and 185 on Middleton Assessors Map 29; or take any other action relative thereto.

Purpose: This article will fund a master development plan of the site for future municipal use.

Planning Board Recommendation:

Master Plan Recommendation:

END OF SPECIAL TOWN MEETING WARRANT

TO THE TOWN CONSTABLE:

You are hereby directed to service this Warrant by posting up attested copies thereof at:

- Memorial Hall
- Post Office
- Flint Public Library
- Store at Howe Station Market
- Ferncroft Towers, and
- Fuller Pond Village

In said Town fourteen days, at least, before the time of holding said meeting.

HEREOF FAIL NOT, and make due return of this Warrant, with your doings thereof, to the Town Clerk at time and place of meeting aforesaid.

Given under our hands this _____ day of _____ in the year Two Thousand Nineteen.

MIDDLETON BOARD OF SELECTMEN

S. _____

S. _____

S. _____

S. _____

S. _____

A true copy Attest:

S. _____
Constable of the Town of Middleton

Date Posted

10

FIRST AMENDMENT TO
OFFER TO PURCHASE
BETWEEN
CORBEAU, LLC
("SELLER")
AND
THE TOWN OF MIDDLETON, MASSACHUSETTS
("BUYER")
RE: 105 AND 93 South Main Street, Middleton, MA

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Offer to Purchase by and between the Seller and the Buyer, dated October 9, 2018, (the "Agreement") is hereby amended as follows:

In Paragraph 4(b), strike "on or before January 31, 2019", and replace with "no later than February 26, 2019".

This Amendment may be executed in as many counterparts as may be deemed necessary and convenient and by the different parties hereto on separate counterparts each of which when so executed shall be deemed an original to all such counterparts which shall constitute one and the same instrument. The parties agree to accept facsimile and/or digital copies in lieu of original signatures.

[SIGNATURES TO FOLLOW]

Seller:

Corbeau, LLC

By:

Sarah B. George, Manager

Janet B. Parker, Manager

Katharine A. Brown, Manager

Date: _____

Buyer:

Town of Middleton
By its Board of Selectmen

Kosta B. Prentakis

Timothy P. Houten

Todd Moreschi

Richard Kassiotis

Brian M. Cresta

Date: _____

**Town of Middleton
FY 2019
Operating and Maintenance
Sewer Rate From SESD Billings**

1/15/2019

Sewer Enterprise Fund Expenses

1. South Essex Sewer District Operating and Maintenance Charges Billed To Middleton For Fiscal Year 2018	\$ 91,636.08
2. Billing expenses including collections, receivables, and all associated accounting	\$ 5,074.00
3. Reserve for bad debt (losses) = 5% of total billable expenses	\$ 4,835.50

Total Sewer Enterprise Expenses = \$ 101,545.58

Less any Deductions for State Grants to Reduce Sewer Use Charges

Net Total Sewer Enterprise Fund Expenses = \$ 101,545.58

Recommended Sewer Rate = **Total Expenses** **\$ 101,545.58** **\$ 0.016** **\$ 1.623**
Total Sewer Flow **6,257,355 cubic feet** **per hundred cubic feet**

Approved by Board of Selectmen

Kosta Prentakis, Chairman

Rick Kassiotis

Todd Moreschi

Timothy Houte

Andrew Sheehan
Town Administrator

Date:

12

CALENDAR
FY2020 OPERATING AND CAPITAL BUDGETS
MAY 14, 2019 ANNUAL TOWN MEETING
MAY 21, 2019 ANNUAL TOWN ELECTION

Tuesday, October 9 & 23 and November 6 & 20, 2018	Preliminary budget sessions: department heads with Board of Selectmen
Thursday, December 13, 2018	FY20 budget instructions distributed to departments
Thursday, January 3, 2019	Nomination papers for elected Town offices available
Friday, January 4, 2019	Operating budget requests due to TA's Office
January 7-17, 2019	Operating budget meetings with TA, ATA, CFO
Monday, January 21, 2019	Martin Luther King, Jr. holiday
Monday, January 28, 2019	Operating budget books/files to BOS, FinCom
Tuesday, January 29, 2019	Board of Selectmen votes to open the ATM warrant
Saturday, February 2, 2019 8:30AM-4:00PM	Operating budget summit
Monday, February 4, 2019	Capital budget requests due to TA's Office
February 11-20, 2019	Capital budget meetings with TA, ATA, CFO
Monday, February 18, 2019	Presidents' Day holiday; start of school vacation week
Tuesday, February 26, 2019	Capital budget books/files to BOS, FinCom
Friday, March 1, 2019	Deadline to submit legal ad to <i>Tri-Town Transcript</i> for 3/22/18 budget hearing
Saturday, March 2, 2019 8:30AM-2:00PM	Capital budget summit
Tuesday, March 5, 2019	Non-petition warrant articles due to BOS
Friday, March 8, 2019	Legal ad in <i>Tri-Town Transcript</i> for 3/22/18 budget hearing
Tuesday, March 12, 2019	Petition articles and zoning amendments due at Town Administrator's Office by 5:00PM
Tuesday, March 12, 2019	BOS votes to close warrant
Friday, March 15, 2019	Deadline to submit legal notice to <i>Tri-Town Transcript</i> for Planning Board public hearing on zoning amendments

Thursday, March 21, 2019	Budget Hearing and Warrant Reading: BOS, FinCom, Moderator at Flint Public Library
Friday, March 22, 2019	1 st legal ad for Planning Board public hearing on zoning amendments
Tuesday, April 2, 2019 Until 5PM	Last day for candidates to submit nomination papers for Annual Town Election
Friday, March 29, 2019	2 nd legal ad for Planning Board public hearing on zoning amendments
Thursday, April 4, 2019	Joint meeting of Board of Selectmen & Finance Committee re outstanding budget issues, if needed
Wednesday, April 10, 2019	Planning Board public hearing on zoning amendments
Wednesday, April 10, 2019	Last day for candidates to object or withdraw their candidacy for elected office
Wednesday, April 10, 2019	Deadline to submit recommendations, exhibits, maps to TA's Office for inclusion in warrant book
Friday, April 12, 2019	Warrant book to printer
Monday, April 15, 2019	Patriots Day holiday; start of school vacation week
Tuesday, April 16, 2019	Motions meeting with TA, ATA, CFO, Moderator, Town Clerk, Town Counsel
Wednesday, April 24, 2019 Until 8:00PM	Last day to register to vote for the Annual Town Meeting and Annual Town Election
Tuesday, May 7, 2019	Deadline for Constable to post warrant
Friday, April 26, 2019	Warrant book to USPS for mailing to households on Saturday, April 27, 2019
Thursday, May 9, 2019 7:00PM	Pre-Town Meeting at Flint Public Library
Tuesday, May 14, 2019	Annual Town Meeting at Howe Manning School gymnasium
Tuesday, May 21, 2019	Annual Town Election at Fuller Meadow School gymnasium

Regular Board of Selectmen meetings:

January 15 & 29	April 9 & 23
February 12 & 26	May 7 & 21
March 12 & 26	

Unless otherwise noted, public meetings take place at the Nathan Media Room at Fuller Meadow School, 143 South Main Street