

BOARD OF SELECTMEN MEETING AGENDA

**Fuller Meadow School
Nathan Media Center
143 South Main Street, Middleton, MA 01949
Tuesday, August 13, 2019
7:00 PM**

This meeting is being recorded

1. 7:00 PM Warrant: 2004
Minutes:
 - Open Session: July 30, 2019
 - Executive Session: October 23, 2018, November 6, 2018, February 26, 2019, June 19, 2019

Town Administrator updates and reports
2. 7:15 PM Recognize Sgt. Robert Currier for his years of service to the Middleton Police Department
3. 7:30 PM Vote to approve a one-day entertainment license for the 2nd Annual Middleton Food Truck Festival at 105 South Main Street (the former Middleton Golf Course), to be held on September 7, 2019

VOTE: Move to approve a one-day entertainment license on September 7, 2019 for a food truck festival at 105 South Main Street.
4. 7:40 PM Vote to appoint a Housing Production Plan Committee consisting of the Health Director, 2 members designated by the Board of Health, the Council on Aging Director, 1 member designated by the Council on Aging, 2 members designated by the Middleton Housing Authority, the Town Planner, and the Town Administrator
5. 7:45 PM 245 South Main Street. Discussion of transfer of property and status of licenses with Atty. Morris Gordon or the owner
6. 8:00 PM Discussion of cemetery rules, including sale of lots to non-residents and guidelines for evaluating waivers of the rules
7. 8:15 PM Vote to designate John Shea as Hearing Officer for the proposed Bio-Med Innovations, LLC Site Assignment Application associated with a medical and biological waste facility to be located at 30 Log Bridge Road, Building 100.
8. 8:20 PM Discussion of Board of Selectmen goals and options for tracking citizen satisfaction
9. 8:30 PM Vote to execute amended solar agreement with Falck Renewables to include a battery storage solution to the project at 230 Rear South Main Street
10. 8:40 PM Vote to sign Purchase and Sale Agreement between Corbeau LLC and the Town of Middleton
11. 8:50 PM New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed

12. 8:55 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, if necessary

Upcoming Meetings: September 10, 2019. Return to regular bi-weekly schedule

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
July 30, 2019 7:00 PM

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

Others Present: Town Administrator Andrew Sheehan, Assistant Town Administrator Tanya Stepasiuk

7:00 PM With a quorum present, Selectmen Chair Tim Houten called the meeting to order.

7:00 PM ROUTINES

Warrants: Town Administrator Andrew Sheehan provided a brief review of Warrant #1928, dated June 30th (Payroll: \$7,016, Bills Payable: \$513,751), Warrant #2002, dated July 18th (Payroll: \$485,938, Bills Payable: \$755,559), and Warrant #2003, dated August 1st (Payroll: \$486,546, Bills Payable: \$1,163,234), noting that the Town Accountant had reviewed the warrants and requested the Board's approval. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Prentakis**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously to approve the warrants, as presented.

- **Minutes:** After a brief review of the open session minutes of July 9, 2019, the Board took the following action:

On a **MOTION** made by **Kassiotis**, second by **Moreschi**, the Board of Selectmen **VOTED** to accept the minutes of July 9, 2019, as written.

Note: Mr. Cresta voted as "present", as he was absent from the meeting of July 9th.

- **Town Administrator's Report:** Town Administrator Andrew Sheehan provided the Board with updates and information on the following:
 - **North Liberty Street Bridge Closure:** Sheehan advised the Board that for the last year there have been one or more steel plates on the road to provide stability. They were being rented and were removed a couple of weeks ago. He added that a request of \$150,000 for Chapter 90 funding has been approved, noting that funding for the entire project is now in place and notice to the contractor to proceed will be going out next week.
 - **Goals:** Sheehan advised the Board that he and the Assistant Town Administrator have been working diligently on the goals they were given this year:
 - Identify and Secure Location of a Municipal Complex: Sheehan noted that they were successful at the Fall Town Meeting.
 - Method of Tracking Town Meeting Appropriations: Sheehan noted that they have been working on a method for tracking and making the status on Town Meeting appropriations available to the public, noting that the Assistant Town Administrator has been working on FY20, and it will be updated as necessary. Photos will also be

available on road projects, new vehicles, etc. After FY20 data is completed, the Assistant Town Administrator will go back a couple of years with the appropriations.

- Way of Gauging Constituent Feedback/Resident Satisfaction: Sheehan noted that there are several ways of doing that: National Community Survey, Survey Monkey, and others. They are looking for feedback from the Board on the direction they would like to see them go. The Chair requested this be put on a future agenda and the Board will discuss at that time.
- **Level 3 Water Restriction:** Sheehan advised the Board they he expects the level to move into Level 4 in next week or two, adding that they'll get the word out using all methods available.

7:14 PM Vote to Assign a Street Name: James Coffin Way: Town Administrator Andy Sheehan provided the Board with background information on the request of Tom Doyle to assign a street name to a private way located at 97 North Main Street and recommended that the name be James Coffin Way. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Kassiotis**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously to assign the name of James Coffin Way to the private way located at 97 North Main Street.

7:15 PM Review Request of Ken Lava for a Waiver of Cemetery Rules: Mr. & Mrs. Kenneth Lava met with he Board of Selectmen with a request to allow for a larger headstone than is allowed under the Cemetery rules. Mr. Lava explained that the height is well within the cemetery rules at 31", but the width is 7" longer than what is allowed. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to approve the request by Mr. and Mrs. Kenneth Lava to provide for a larger headstone at Oakdale Cemetery; while larger than what is allowed, they will conform with the scaled drawing we received: 45" width base, with the height in conformity with the Bylaw.

7:20 PM Vote to Approve Senior and Veterans Tax Work Off Numbers: Assistant Town Administrator Tanya Stepasiuk provided the Board with information on the number of participants and tax abatement amount for Senior and Veterans Tax Work Off participants for 2020 calendar year, noting that she is managing the program in the interim until a new COA Director is appointed. Stepasiuk added that she is recommending the following numbers:

35 participant households
112 hours per participant household
\$1,428 maximum tax credit (based upon a rate of \$ 12.75/hour credit - minimum wage for 2020)

This will result in a total potential "expenditure" of \$49,980, which is below the \$50,000 budget agreed upon by the Board of Assessors. Stepasiuk also noted that at the Annual Town Meetings in 2013 and 2018 the maximum number of participants was set at 50, with a maximum tax credit of \$1,500, respectively. A brief discussion ensued regarding the number of recommended participant households. Selectman Prentakis recommended the program include the maximum number of participants, which is 50. After discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to approve the number of participants at 50, full and partial, and tax abatement amount as presented, for Senior and Veterans Tax Work Off participants for 2020 calendar year.

7:30 PM Reappointments: After a brief review of the request to vote to reappoint Richard Cardinale and James Hannon Jr. to the Board of Registrars for three-year terms, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to re-appoint Richard Cardinale and James Hannon Jr. to the Board of Registrars for three-year terms, ending June 30, 2022.

7:30 PM Vote to Adopt the Veterans' Services Account Policy: Assistant Town Administrator Tanya Stepasiuk provided the Board with information on the policy, noting this is one of the policies they have been working on. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to adopt the Veterans' Services Account Policy, as presented.

7:32 PM Memorandum of Agreement with the Clerical Union, AFSCME 1098 of Council 93:

Before discussion on this agenda item, Selectman Todd Moreschi removed himself from the meeting, due to a conflict.

After a very 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 the Memorandum of Agreement with the Clerical Union, AFSCME 1098 of Council 93, as provided in the final document.

After the vote, Selectman Todd Moreschi returned to the meeting.

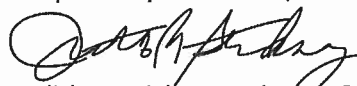
7:33 PM Other Business:

- **Upcoming Meetings:** The Chair asked if any Selectman had any conflicts with the upcoming meeting scheduled for **August 13th**. There were no conflicts.
- **Main Street Pub Update:** Selectman Houten advised the Board that he has asked the Town Administrator to have the Main Street Pub put on the agenda for August 13th, as the new owner of the property does not yet have a liquor license.

7:34 PM Adjourn

With no further business, on a **MOTION** made by **Houten**, the Board of Selectmen **VOTED** unanimously to adjourn its meeting of July 30, 2019.

Respectfully submitted,



Judith A. Stickney, Minutes Secretary

Todd Moreschi, BOS Clerk

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

- Agenda: July 30, 2019
- Warrant #1928 (Payroll: \$7,016, Bills Payable: \$513,751)
- Warrant #2002 (Payroll: \$485,938, Bills Payable: \$755,559)
- Warrant #2003 (Payroll: \$486,546, Bills Payable: \$1,163,234)
- Minutes: July 9, 2019
- Letter and supporting material from 97 North Main Middleton LLC to Board of Selectmen, re: Letter of Intent - Name of a Private Way & Subdivision, 7/15/19
- Letter and supporting material from Kenneth Lava to Board of Selectmen, re: Headstone Approval, 7/3/19
- Memo and supporting material from Assistant Town Administrator to Board of Selectmen, Re: Senior & Veteran Tax Work-Off Program, 7/30/19
- VETERAN'S DONATION ACCOUNT DISTRIBUTION POLICY ADOPTED JULY 30, 2019

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The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

FILED

JUN 26 2019

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

**Limited Liability Company
Certificate of Organization**
(General Laws Chapter 156C, Section 12)

Identification No.: _____

- (1) The exact name of the limited liability company:

245 South Main Street, LLC.

- (2) The street address of the office in the commonwealth at which its records will be maintained:

c/o Morris J. Gordon, Esq.
990 Paradise Road, Swampscott, MA 01907

- (3) The general character of the business:

1. To own and to manage real estate properties;
2. To engage in such other activities permitted to liability companies by the applicable laws and statutes for such entities of the Commonwealth as are incidental, necessary or appropriate to the foregoing.

- (4) Latest date of dissolution, if specified: N/A

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Morris J. Gordon, Esq.

990 Paradise Road
Swampscott, MA 01907

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

Spiros G. Athanas

186 Gunstock Hill Road
Gilford, NH 03249

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SECRETARY OF THE COMMONWEALTH OF MASSACHUSETTS
COMMONWEALTH

2019 JUN 26 AM 11:46

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

CORPORATIONS DIVISION

Limited Liability Company Certificate
(General Laws Chapter 156C, Section 12)

217
FILED

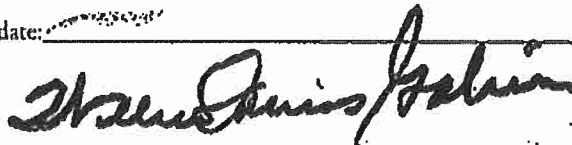
JUN 26 2019

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of \$~~500~~ having been paid, said application is deemed to have been filed with me this

26 day of June, 20 19, at _____ a.m./p.m.
time

Effective date: _____



WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: \$500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY

Contact Information:

Morris J. Gordon, Esq.

990 Paradise Road

Swampscott, MA 01907

Telephone: 1 (781) 595 - 3189

Email: MJ.GORDON@VERIZON.NET

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

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Chapter 378

Oakdale Cemetery

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[HISTORY: Adopted by the Board of Selectmen of the Town of Middleton 3-19-1991. Amendments noted where applicable.]

§ 378-1 General provisions.

- A. The adoption and enforcement of the following rules and regulations are necessary to maintain good order within the Cemetery, to protect the interests of proprietors and to preserve the beauty of the grounds. All persons are urgently requested to report immediately any act of discourtesy or other breach of propriety.
- B. The Cemetery Commission reserves the right to temporarily suspend or modify a regulation, but such act shall not be constructed as affecting the general application or enforcement of such rule.
- C. The rules and regulations and schedule of prices as established by the Cemetery Commission are subject to change without notice.
- D. All provisions of MGL c. 114 shall be adhered to, including penalties for infringement of the law.
- E. The Superintendent of Public Works is in full charge of the Cemetery and is responsible for the enforcement of the rules and regulations and for maintaining the Cemetery in conformance with the principals to which it was dedicated.

§ 378-2 Cemetery hours.

- A. The gates of the Cemetery will be open daily from 8:00 a.m. to 8:30 p.m., except from November 1 to March 1, when they will close at 4:30 p.m.
- B. Any unauthorized person found within the Cemetery outside the prescribed opening hours will be deemed a trespasser and as such will be liable to prosecution.
- C. The term "gate" as used herein shall mean any or all the established entrances to the Cemetery, whether or not equipped with moveable barriers.

§ 378-3 Office hours.

All business related to the Oakdale Cemetery may be done through the Superintendent of Burials whose office is located at the Department of Public Works office, 195 North Main Street, during normal business hours, Monday through Friday, 7:30 a.m. to 4:00 p.m. The office will be closed on all legal holidays and weekends.

§ 378-4 Sale of lots.

Sale of lots at Oakdale Cemetery shall be restricted to residents or former residents of the Town of Middleton, with the following restrictions to former residency purchases:

- A. Any former resident of the Town of Middleton must show proof of former residency before said sale of lot and be restricted to the sale of no more than a two-grave lot.
 - B. Former residency purchases shall be subject to the fee structure established by the Board of Selectmen/Cemetery Commissioners which may be adjusted from time to time. All graves are sold with perpetual care.
- (1) The fee structure is as follows:

- (a) Single-grave lot: \$600.
- (b) Double-grave lot: \$1,200.
- (2) All other interment fees shall apply at the time of interment.
- C. Lots are sold for cash only and payment is to be made to the Town of Middleton. The deed of a lot shall not be delivered, no stone or marker may be erected, and no work will be done on the lot until the purchase price is fully paid.
- D. A maximum of four graves may be purchased by any one household. Any requests for more than four graves must be first approved by the Board of Selectmen after a recommendation received in writing by the Superintendent of Public Works. **[Added 3-15-2016; amended 3-29-2016]**
- E. No lot or grave at the Oakdale Cemetery shall be sold to anyone who is not a resident of the Town of Middleton at the time of such sale. Nonresidents may be interred if they are the owner of the lot or are related by blood or marriage to the owner of such lot or a member of the immediate family (parent, spouse, grandparent, sibling, daughter, son, grandchildren, son-in-law or daughter-in-law) of such owner. There is an additional charge for the interment of a nonresident. **[Added 3-15-2016; amended 3-29-2016]**

§ 378-5 Lots.

- A. Cemetery lots shall not be used for any other purpose than as a place of burial for the human dead, and all burials therein shall be under the personal charge of the Superintendent of Burials, to whom shall be paid such fees for opening a grave as shall be established by the Cemetery Commissioners.
- B. All lots will be defined by a suitable corner marker and numbered by the Department of Public Works, hereinafter referred to as the "Department," and it is unlawful for any person to remove or tamper with said marker.
- C. No lot will be deeded to more than one owner, nor will a lot be divided. No objections exist to an agreement between or among families as to the parts of the lots to be used by each, but the Department will not undertake to record or enforce such agreements.
- D. In case of the decease of a proprietor, it shall be the duty of the heirs or devisee to file with the Department satisfactory proof of ownership (MGL c. 114, § 29).
- E. If any monument or effigy or any structure whatsoever or any inscription is placed in or upon any lot which shall be determined by the Cemetery Commissioners to be improper or offensive, they shall have the right and it shall be their duty to instruct the Superintendent of Public Works to enter upon said lot and remove such improper or offensive objects.
- F. No fence, curbing, railing, wall, hedge, embankment, ditch or other lot enclosure shall, at any time, be erected or placed in or around any lot, and the establishment of the grade of any lot shall be subject to the approval of the Superintendent of Public Works, and the work of grading shall be done by employees of the Department.
- G. Residents purchasing new graves or lots must make said purchase in the section open for sale at that time, e.g., if purchase is for a two-grave lot, it must be made in the section and row being sold at that particular time. No exceptions will be made.
- H. No proprietor shall suffer the remains of any person to be interred within his lot for hire.
- I. All interments or other work shall be under the personal charge of the Superintendent or his assistants.

- J. No sale, transfer or assignment of any lot shall be valid without the approval of the Cemetery Commission.
- K. Proprietors may erect a memorial structure on their lot subject to the regulations set forth under § 378-11, Memorial structures.
- L. Proprietors may cultivate plants on their lots subject to the approval of the Department, but if such planting becomes neglected or is deemed objectionable or detrimental, the Superintendent reserves the right to remove such planting. If done on lots under perpetual care, the owner must bear the expense of putting the ground in proper condition again.
- M. On lots or graves where no monument has been erected the sod under no condition shall be allowed to be broken.
- N. The Superintendent shall remove from lots and graves flowers or emblems whenever, in his opinion, the same have become so withered or decayed as to render their removal desirable. Floral emblems so removed will be put in a common dump and employees shall refuse to attempt to find them after they have been disposed of.
- O. The Cemetery Commission reserves the right to alter the plot of walks, avenues and unsold areas.
- P. No lights of any kind shall be allowed in the Cemetery.
- Q. Lot owners making improvements on lots that are under perpetual care will be charged with any necessary expense of putting lots in order, after such improvements are made.

§ 378-6 Trees and shrubs.

- A. If any trees or shrubs on any lot shall by means of their roots or branches, or otherwise, become detrimental to the adjacent lots, avenues or paths, or dangerous or inconvenient to passengers, it shall be the duty of the Department, for the time being, and it shall have the right to enter into said lot and remove said trees and shrubs or such part thereof as are thus detrimental, dangerous or inconvenient.
- B. No person shall trim or remove any tree or shrub, whether or not it is on his own lot. The Department will on request perform all such work at no cost.
- C. The Department will use constant care in examining trees, removing such parts thereof as appear to be dangerous or detrimental, but expressly disclaims responsibility for damage to either persons or property resulting from falling trees or parts thereof.
- D. No person shall plant a tree or shrub without approval of the Superintendent of Public Works, and all such work will be done by the Department. A tree or shrub may in a few years, because of its roots or branches, become a nuisance or render the ground unfit for burial purposes and no such planting will be allowed if in the opinion of the Superintendent it would be undesirable.

§ 378-7 Grounds.

- A. Operators of vehicles within the Cemetery must drive with care and at a low rate of speed because of poor visibility and sharp turns.
- B. On Memorial Day no vehicle except those accompanying and a part of a memorial procession will be allowed in the Cemetery before 12:00 noon.
- C. Motorcycles, bicycles, go-carts, three- or four-wheel all-terrain vehicles and snowmobiles are excluded from the Cemetery at all times.
- D. All persons are forbidden to injure or molest any bird or wild animal, or to molest its nest or other habitation.

- E. The taking of firearms into the Cemetery is forbidden except by authorized persons on military occasions.
- F. No tree or shrub shall be removed, except by the Department, and all persons are forbidden to gather flowers, either wild or cultivated, or to break or injure any tree, shrub or plant.
- G. No employee of the Department will be allowed to receive any fee or other compensation whatsoever for service rendered to any person.
- H. Persons within the Cemetery conducting themselves improperly will be requested to leave and upon refusal will be compelled to do so.
- I. Dogs and horses are not allowed in the Cemetery at any time.
- J. All work done within the Cemetery shall be performed by employees of the Department or by permission of and under the supervision of the Superintendent.
- K. No hunting is allowed within the Cemetery property and no vehicles are to be left unattended within Cemetery property for the purpose of hunting on adjacent properties. Vehicles found violating this regulation will be towed at the owner's expense.
- L. No private vehicles will be allowed to plow out the Cemetery roads at any time. Any damage done to stones and/or the grounds, roads, trees, shrubs, etc., will be at the expense of the violator of this subsection.
- M. The Department reserves the right to open the Cemetery at a reasonable time after any winter storm.
- N. All water faucets located in the Cemetery are to be used for the sole purpose of filling buckets/jugs with water for the caring of flowers and shrubs on one's lot. In no instance is a hose or sprinkler to be hooked up to these faucets. Care in making sure water faucets are completely shut down after use is requested. Any misuse or damage to these faucets should be reported immediately to the Department of Public Works office.

§ 378-8 Funerals.

All funerals must enter the Cemetery through the main gate and upon entering shall be under the charge of the Superintendent or his assistants.

§ 378-9 Interments.

- A. Undertakers are required to have all interment orders signed by the proprietor or representative of a lot, or grave, and presented at the Department of Public Works office at least eight working hours before the time set for the interment.
- B. All interments must be made in permanent containers.
- C. The Department will receive telephone orders for opening a grave but disclaims liability of error in such cases. In no case will a grave which contains a body be opened until a properly signed order has been received and verified.
- D. No interment will be made without a regular order and burial permit.
- E. As the liability of error in names and dates is so great, undertakers must have all orders plainly and correctly written in ink. It is important that the proprietor should personally designate the grave to be opened in a multigrave site.
- F. No interment will be made until all fees charged for the same have been paid.

- G. Not more than one interment will be permitted in any one grave site other than what is provided for under § 378-14, Cremation, of these rules and regulations.
- H. Interments will not be made on Sundays or legal holidays. Interments on Saturday will be charged extra.
- I. In case of emergency arising from extreme weather conditions or other cause beyond human control, or because of any other extenuating circumstances, the Superintendent may at his discretion postpone making a scheduled interment and shall deposit the body in the receiving tomb without charge until conditions permit interment.

§ 378-10 Receiving tomb.

- A. Bodies may be placed in the receiving tomb at any time, but the Superintendent reserves the right to remove and inter the body whenever it may be deemed necessary to do so.
- B. While bodies are deposited in the receiving tomb, the Superintendent is forbidden to allow any casket to be opened, except on written request from the immediate family of the deceased and in the presence of an undertaker. In no case will a casket be opened when in the opinion of the Superintendent the condition of the body is such as to render it improper.

§ 378-11 Memorial structures.

- A. Proprietors should consult with the Superintendent before placing orders for stonework, due to the fact that there are restrictions in various sections of the ground.
- B. All stonework must rest on a foundation of cement masonry which will be built by the Department. In no case will a foundation be built either in whole or in part over the remains of a previous interment.
- C. Applications for this work must be filed with the Department and shall give full particulars, including size.
- D. In single-grave sections, single stones shall not exceed two feet, six inches by one foot, zero inches at the base and two feet, six inches in height; the base shall not be higher than eight inches. Double stones shall not exceed three feet, zero inches by one foot, zero inches at the base and two feet, six inches in height; base stones shall not be higher than eight inches. On four-grave lots the stone shall not exceed three feet, seven inches by one foot, one inch at the base and two feet, six inches in height; base stones shall not exceed eight inches in height. All other monuments other than headstones or headstones greater than the dimensions stated must first receive approval of the Cemetery Commission.
- E. No foundations will be constructed and no stonework will be set between May 25 and June 1 or between November 15 and April 1, or when the ground is not in the proper condition for such work.
- F. No person shall deliver any material within the Cemetery except under the direction of the Superintendent or his assistants.
- G. All work must be done during the normal working hours of the Cemetery, and all contractors will be held responsible for the protection of other stones, paths, avenues, graves, trees and shrubs.
- H. Definitions. As used in this section, the following terms shall have the meanings indicated:

FOOT STONE

A stone to mark the locations of a particular grave and shall be set at or below ground level at the foot of the grave. No more than one foot stone measuring no more than two feet, zero inches by one foot, zero inches by eight inches is allowed on each grave.

GRAVE MARKER

A one-piece stone set at one or all four corners of a lot to mark the location of a particular grave.

HEADSTONE

A stone to mark the location of a particular grave and shall be erected at the head of the grave.

MONUMENT

Any memorial structure other than a tomb, mausoleum, headstone, foot stone or grave marker.

- I. No raised letters or designs will be allowed on the base of any stonework where it can be damaged by grass-cutting implements.
- J. No more than one headstone or monument will be allowed on any one lot.

§ 378-12 Perpetual care.

The term "perpetual care" shall mean the maintenance of the lot or grave in reasonable condition. This include cutting the grass at proper intervals, pruning trees and shrubs, raking and cleaning the grounds and raising the sunken graves. Under this agreement the Department does not bind itself to maintain, repair or replace any structure erected thereon, nor plant ornamental flowers or shrubs, nor to regularly water the grass or flowers.

§ 378-13 Disclaimer.

The Department of Public Works will take every reasonable precaution to protect the private property of lot and grave owners within the Cemetery from loss or damage, but it disclaims all responsibility for loss or damage from causes beyond its control, especially from the acts of thieves, vandals, malicious mischief makers and from the acts of Providence, including wind, hail, snow and frost.

§ 378-14 Cremations.

- A. Six cremations will be allowed per single grave where the right of burial has not been used. Since the Commission feels that cremations do not disturb the remains of a person already interred it will allow up to six cremations to be placed around the headstone area.
- B. Cremations must be placed in permanent containers when delivered to the Cemetery via parcel post.

§ 378-15 Fees.

[Amended 3-15-2016; 3-29-2016]

- A. Grave openings:
 - (1) Residents: \$700.
 - (2) Nonresidents: \$2,000.
- B. Weekend funeral (excavation):
 - (1) Residents: \$1,400.
 - (2) Nonresidents: \$2,500.
- C. Cremation interment (with service):
 - (1) Residents: \$300.
 - (2) Nonresidents: \$900.

- D. Cremation interment (without service): \$50.
- E. Foundations: \$200.
- F. Flush markers: \$100.
- G. Compressor for frost: \$30.
- H. Single-grave lot: \$600.
- I. Double-grave lot: \$1,200.
- J. Four-grave lot: \$2,000.
- K. In addition to lot costs there is an additional fee of \$5 for recording of deed.



**MACKIE
SHEA_{PC}**

COUNSELORS AT LAW

Boston Office 20 Park Plaza, Suite 1118, Boston, MA 02116

Concord Office 33 Bradford Street, Concord, MA 01742

p 617 266 5700 f 617 266 5237 www.lawmso.com

August 1, 2019

Timothy P. Houten, Chair
Middleton Board of Selectmen
48 South Main Street
Middleton, MA 01949

c/o Derek Fullerton, Director of Public Health
Middleton Health Department

7

Re: Bio-Med Innovations, LLC Site Assignment Application

Dear Chairman Houten:

This is to confirm that the Middleton Board of Health (the "Board") wishes to retain this firm for me to act as Hearing Officer on the site assignment application by Bio-Med Innovations, Inc. for a proposed medical and biological waste ("MBW") facility to be located within a 13.5 acre commercial business park in an existing building for processing, sterilization in autoclave units, and handling up to 100 tons per day or 26,000 tons per year of MBW. The project is now under review by MassDEP/NERO on Site Suitability. This letter sets forth the basic terms upon which the Board engages our firm for me to conduct the public hearing on the site assignment application, including the anticipated scope of services and the billing policies and practices that will apply to the engagement.

Although we expect our normal method of communication will be less formal than a written statement such as this, we believe it is important to set forth the terms of our engagement. I request that you review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please return a signed copy of this letter to me as soon as possible.

By letter dated June 21, 2019 to Derek Fullerton and the Board, I sent an expression of interest to act as Hearing Officer. I provided copies of my resume, my Hearing Officer SOQ (over 30 site assignment hearings) and excerpts from the MassDEP Site Assignment Regulations for guidance on some preliminary matters. Derek sent me a package of documents for me to review in preparation for the hearing. Derek should coordinate with the parties on scheduling the hearing, which under the MassDEP regulations must be commenced within 30 days of receipt of the MassDEP's Report on Suitability. For good cause and with the Hearing Officer's consent, the parties may extend the commencement date in writing. In accordance with the regulations, the public hearing must be noticed by certified mail and by publication in a newspaper of general circulation in Middleton, at last 21 days prior to commencement of the public hearing.

I expect our firm's scope of services will include the following:

- (1) Review of the MassDEP Site Suitability Decision, documents the Applicant has and will submit to the Board, and any documents that might be filed by the Board's expert, and by participants and intervenors;
- (2) Advise all parties on procedural and substantive issues;
- (3) Conduct a prehearing conference with the parties; and
- (4) Conduct the public hearing under G.L. c. 111, § 150A and 310 CMR 16.00.

I do not write the Board's Decision. Town Counsel and the Applicant can assist the Board in drafting the Decision. In one case, I was asked by the parties to review and comment on the draft Decision.

Our firm works on the basis of the hourly rates shown in the enclosed Fee Schedule. Our time is billed on a portal-to-portal basis. As events dictate, the firm bills for disbursements such as travel, parking, bulk photocopying, telephone toll charges and other out-of-pocket expenses. We will either forward these bills to you for payment when they are received by us or have the disbursements billed directly to you.

Under the MassDEP site assignment regulations, the Board is entitled to certain technical and public hearing fees, including my entire fee, which the Applicant must pay to the Board. It has been my recent experience that preparation for and conducting a one-night, uncontested hearing could cost about \$7,000. Of course, if the site assignment is contested, or if multiple parties participate in the public hearing, the estimated cost will increase to reflect additional work, filings and rulings. Although the Applicant is legally obligated to pay my bills, if it elects not to do so, the Board will be responsible for payment.

Clients are billed monthly, approximately one or two weeks after the end of each month/billing period. Fees and expenses are due and payable within 30 days of your receipt of the monthly statements. We reserve the right to defer providing additional services or to discontinue our work if monthly statements are not paid when due.

It is the firm's policy to withdraw from an engagement in the event our fees or other charges remain unpaid for a significant period of time and we are unable to resolve satisfactorily arrangements for payment. In the event our engagement is terminated, the Board will continue to be obligated to pay for charges for our services and other charges incurred before the termination date. In the event any disagreement arises between the firm and the Board as to any amounts owed for legal services performed or expenses incurred by the firm, both the Board and the firm agree that we will submit any such disputes to the Fee Arbitration Board of the Massachusetts Bar Association for resolution.

When our engagement on this matter is completed and all fees and expenses have been paid, we will close our active files and store copies of documents not returned to you for a

Timothy Houten, Chair
August 1, 2019
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reasonable duration, after which, unless different arrangements are made, we may destroy our closed files.

If the arrangement I have outlined above is satisfactory, I ask that you sign the enclosed photocopy of this letter and return it to me via U.S. Mail. I look forward to working with the Board and Bio-Med on this matter.

Sincerely,

A handwritten signature in blue ink that reads "John F. Shea".

John F. Shea

JFS:npr
Enclosures

Agreed to and Accepted:

MIDDLETON BOARD OF SELECTMEN
FOR THE BOARD OF HEALTH

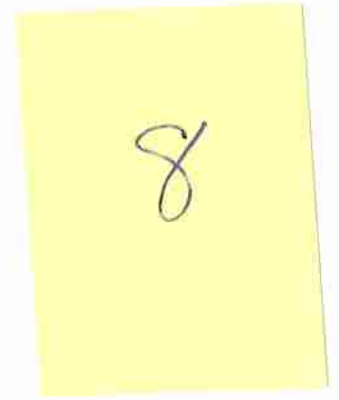
By: _____

Date: _____

PLEASE
&

OFFICE OF THE TOWN ADMINISTRATOR

Town of Middleton
Memorial Hall
48 South Main Street
Middleton, MA 01949
978-777-3617



**TOWN ADMINISTRATOR
PRIORITIES, GOALS, AND OBJECTIVES
FY19
ADOPTED: SEPTEMBER 18, 2018**

Introduction: This document is intended to guide the Board of Selectmen, Town Administrator, and departments in setting priorities. This is intended to provide a broad framework within which we operate and direct our efforts. Many of these goals will extend past the identified time horizon.

NEW GOALS

1. The Town will strive to identify and procure real property of adequate size to accommodate the needs of its public facilities and will take steps to build or acquire a new or renovated Fire Station, Police Station, Senior Center, and Memorial Hall. The Town will identify methods of funding these projects, including through the property tax levy, Community Preservation Fund, State assistance, and other sources.
2. The Town will develop a means of gauging constituent satisfaction and tracking constituent feedback.
3. The Town will develop and implement a plan to modernize its information technology, including but not limited to hardware, software, security, and support.
4. The Town will begin to implement the recommendations of planning and land use studies, including the master plan, bicycle/pedestrian master plan, and complete streets policy.
5. The Town will strive to exceed the requirements of public integrity laws and build public trust by being an example for other communities.
6. The Town will encourage professional development throughout the organization and support educational opportunities for employees at all levels.
7. The Town will develop a means of tracking and updating the public on the status of capital appropriations, projects, and warrant articles.

CARRYOVER GOALS

8. The Town will aspire to conduct its business in a transparent manner. Every reasonable effort will be made to make its processes and operations visible to the public.
9. Working with decision makers, the Town will develop policies that guide normal operations without being a hindrance on progress.
10. The Town will develop succession plans for known and anticipated transitions. The Town can expect a number of retirements in the next several years. To the extent possible, the Town needs to have plans in place to make these transitions as seamless as possible.
11. Community Development: The Town will promote responsible economic development while retaining the characteristics that the community identifies as important.
12. The Town will continuously explore and evaluate opportunities to regionalize or share services with other entities where such efforts can reduce costs and/or improve service delivery.
13. The Town will continuously search for and evaluate revenue enhancement opportunities to lessen the reliance on the property tax.
14. The Town will work diligently to execute projects in a timely and expeditious process.
15. The Town will explore ways to increase participation in the local democratic process.

FIRST AMENDMENT TO PILOT AGREEMENT
BETWEEN TOWN OF MIDDLETON AND
HG SOLAR DEVELOPMENT LLC

9

THIS FIRST AMENDMENT ("Amendment") dated as of the date below, by and between the Town of Middleton, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter "Town" and HG Solar Development LLC, hereinafter "Developer."

WHEREAS, Town and Developer are parties to that certain Agreement dated February 28, 2018 (the "Agreement") in connection with the construction and operation of a solar photovoltaic facility with an expected direct current nameplate capacity of approximately 5.99 megawatts ("MW") (such facility, as further defined below, the "Project"), off South Main Street, Middleton, Massachusetts, as shown on Assessor's Map 29, Parcel 188 S (the "Property");

WHEREAS, pursuant to the Agreement, Developer has agreed to make payments to the Town in lieu of personal property taxes attributable to the Project for a period of twenty-five (25) consecutive years;

WHEREAS, Developer intends to install and incorporate a battery storage system ("Battery System") into the Project at an estimated cost of \$1.9 million that Developer anticipates will entitle Developer to an Investment Tax Credit of 30%;

WHEREAS, Battery Storage systems provide benefits to the electrical grid, including increased capacity and efficiency of existing generators, flexible demand, frequency regulation, and grid congestion alleviation;

WHEREAS, Developer's operation of the Battery System will continue for a period of twenty (20) years;

WHEREAS, Town and Developer, in their mutual interest, wish to amend the Agreement as set forth below;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and Developer hereby agree as follows:

1. Commencing on January 1 following the day on which the Battery System is fully installed and operational, and continuing twenty (20) years thereafter, Developer shall make an additional annual payment in accordance with the attached schedule of values to the Town in lieu of personal property taxes attributable to the Battery System.

2. The Battery System will be added to the Project Inventory in accordance with Paragraph 4 of the Agreement;
3. The addition of the Battery System under this Amendment shall not be considered an improvement or addition to the Project that would otherwise be subject to the provisions of Paragraphs 2 and 3;
4. To the extent that on or after the Battery System is fully installed and operational, Developer retires or removes the Battery System from the Project, the remaining payments in lieu of taxes under this Amendment will be in accordance with the original tax agreement.

In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

Except as expressly set forth in this Amendment, the Agreement otherwise remains in full force and effect and is incorporated and restated herein as if fully set forth at length. Any reference in the Agreement to the Agreement shall be deemed to also refer to this Amendment.

IN WITNESS WHEREOF, this instrument is sealed and delivered as of the ____ day of _____, 2019.

Town of Middleton
BOARD OF SELECTMEN

Timothy P. Houten, Chairman

Brian M. Cresta

Richard Kassiotis

Todd Moreschi

Kosta E. Prentakis

Date: _____

Developer:
HG Solar Development, LLC

By: _____
Print Name: _____

Authorized Signatory and Title
Date: _____

Town of Middleton
BOARD OF ASSESSORS

Jeffrey P. Garber

Deborah J. Carbone

Toula Guarino

Date: _____

TOWN OF MIDDLETON
FALCK RENEWABLES BATTERY SOLUTION

P.I.L.O.T. SCENARIOS

YEAR	COST	DEPR %	% GOOD	VALUE	RATE	TAX
1	\$1,900,000	0%	100%	\$ 1,900,000.00	\$13.69	\$ 26,011.00
2	\$1,900,000	5%	95%	\$ 1,805,000.00	\$13.69	\$ 24,710.45
3	\$1,900,000	5%	90%	\$ 1,710,000.00	\$13.69	\$ 23,409.90
4	\$1,900,000	5%	85%	\$ 1,615,000.00	\$13.69	\$ 22,109.35
5	\$1,900,000	5%	80%	\$ 1,520,000.00	\$13.69	\$ 20,808.80
6	\$1,900,000	5%	75%	\$ 1,425,000.00	\$13.69	\$ 19,508.25
7	\$1,900,000	5%	70%	\$ 1,330,000.00	\$13.69	\$ 18,207.70
8	\$1,900,000	5%	65%	\$ 1,235,000.00	\$13.69	\$ 16,907.15
9	\$1,900,000	5%	60%	\$ 1,140,000.00	\$13.69	\$ 15,606.60
10	\$1,900,000	5%	55%	\$ 1,045,000.00	\$13.69	\$ 14,306.05
11	\$1,900,000	5%	50%	\$ 950,000.00	\$13.69	\$ 13,005.50
12	\$1,900,000	5%	45%	\$ 855,000.00	\$13.69	\$ 11,704.95
13	\$1,900,000	5%	40%	\$ 760,000.00	\$13.69	\$ 10,404.40
14	\$1,900,000	5%	35%	\$ 665,000.00	\$13.69	\$ 9,103.85
15	\$1,900,000	5%	30%	\$ 570,000.00	\$13.69	\$ 7,803.30
16	\$1,900,000	0%	30%	\$ 570,000.00	\$13.69	\$ 7,803.30
17	\$1,900,000	0%	30%	\$ 570,000.00	\$13.69	\$ 7,803.30
18	\$1,900,000	0%	30%	\$ 570,000.00	\$13.69	\$ 7,803.30
19	\$1,900,000	0%	30%	\$ 570,000.00	\$13.69	\$ 7,803.30
20	\$1,900,000	0%	30%	\$ 570,000.00	\$13.69	\$ 7,803.30
						<u>\$ 292,623.75</u>
						<u>20</u>
						<u>\$ 14,631.19</u>