

**BOARD OF SELECTMEN**  
**MEETING AGENDA**

**Fuller Meadow School**  
**Nathan Media Center**  
**143 South Main Street, Middleton, MA 01949**

**Tuesday, September 24, 2019**

**7:00 PM**

*This meeting is being recorded*

1. 7:00 PM
  - Warrant: 2007
  - Minutes:
    - Open Session: September 10, 2019
    - Executive Session:
  - Town Administrator updates and reports
2. 7:15 PM Serenitee Catering Corp. d/b/a Maggie's Farm:
  - Review and Vote on an application for change of manager by Attorney Jill Mann for a Restaurant All Alcohol Liquor License, located at 119 South Main Street, Middleton, on behalf of Serenitee Catering Corp. d/b/a Maggie's Farm, manager Laura B. Balestraci to Anthony Colangelo
  - Discussion of other Restaurant All Alcohol Liquor License located at 189 South Main Street, Middleton, of Serenitee Catering Corp. d/b/a Maggie's Farm, manager Laura B. Balestraci
3. 7:30 PM Vote to transfer Class Two (used car dealer) License for Auto Choice of Middleton located at 69 North Main Street from Glenn Pierce, manager to Jeremy Martin, manager
4. 7:40 PM Report by Selectman Kosta Prentakis on September 16, 2019 Citizen Feedback Session
5. 7:50 PM November 5, 2019 Special Town Meeting: Vote to close the warrant; discussion and review of the draft of the warrant
6. 8:00 PM New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed

**Upcoming Meetings:**

- October 8, 2019, including joint discussion with Finance Committee on Special Town Meeting
- October 22, 2019; Town Administrator at ICMA Conference

*The Board reserves the right to consider items on the agenda out of order. Not all items listed may 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  
September 10, 2019 7:00 PM

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

Absent: Todd Moreschi

Others Present: Town Administrator Andrew Sheehan, Assistant Town Administrator Tanya Stepasiuk, Natasha Cooper, Michael Harvey, Jeff Sands, Jerry Gove, Alice Tierney, Jillian Smith, Brian York, Nick Bonugli, Brian Carroll, Anthony Tierno, Mohammed Rahimi, Sgt. Robert Peachey Jr., Officer Melissa Witt, Chief DiGianvittorio, and others

7:04 PM With a quorum present, Selectmen Chair Tim Houten called the meeting to order.

7:04 PM ROUTINES

- **Warrant #2005:** Town Administrator Andrew Sheehan provided a brief review of #2005 (Payroll: \$587,340, Bills Payable: \$7,677,541) and #2006 (Payroll: \$651,198, Bills Payable: \$437,312), 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 August 13, 2019, the Board took the following action:

On a **MOTION** made by **Prentakis**, second by **Kassiotis**, the Board of Selectmen **VOTED** to accept the minutes as presented.

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

- **Acquisition of the Golf Course Property:** Sheehan advised the Board that they closed on August 30<sup>th</sup>, with Corbeau LLC, the official entity that was the owner of the course. Sheehan added that DPW crews were in there Tuesday to mow the grass. They mowed immediately around the parking area and a private contractor was hired to mow the remainder. They will mow it periodically during the growing season. Sheehan reminded viewers that it is no longer a maintained golf course. He added the Town's thanks to the Brown family for the opportunity to acquire the property and to the voters for their overwhelming support of the acquisition.

- **Master Planning Process:** Sheehan advised that the Master Planning process is getting underway. They have a contract with HKT, who will be meeting with the Master Development Planning Committee on 9/23/19. Sheehan announced there will be a number of opportunities for the public to weigh in on the planning process and encouraged residents to provide input. He expects that the final report to the Board will be around February, leading up to a Special Town Meeting toward the end of March in 2020. Sheehan encouraged residents to provide their thoughts and feedback.
- **North Liberty Street Bridge:** Sheehan advised they are putting in coffer dams on the upstream and downstream side to pump water out so they can work under dry conditions. The contractor estimates it is about a 3-month construction process.
- **Animal Control Forum:** Sheehan advised there will be a public forum next Tuesday at 6:30PM at Fuller Meadow to get input from the public on the proposed amendments to the animal control bylaw.
- **Food Truck Festival:** Sheehan advised that the Food Truck Festival was a remarkable success at the golf course. It was a much bigger turnout than anyone expected, and the organizers will be at a future meeting with their donation for the food pantry.
- **Selectman Prentakis' Public Forum:** Selectman Prentakis advised he will be holding a public forum on September 16<sup>th</sup>, at the Flint Library.

**7:13 PM Welcome to Masconomet Superintendent and Assistant Superintendent:** Tasha Cooper, Middleton representative to the Masconomet School Committee, met with the Board of Selectmen to introduce the new Superintendent, Michael Harvey, and Assistant Superintendent for Finance & Operations, Jeff Sands. Superintendent Harvey introduced himself to the Board, providing some of his background and experience. Jeff Sands, the Assistant Superintendent, also introduced himself to the Board, providing them with his background and experience. Both were happy to be working in the Masconomet district. Selectman Cresta welcomed them to the area and provided some input on the recent effort by the prior administration to disallow members of other town boards and committees to serve on the Masconomet School Committee. A brief discussion ensued on that topic. At the conclusion of the discussion, all board members welcomed the new administrators to the area.

**7:20 PM Appointments to the Middleton Police Department:**

**\*\* Selectman Rick Kassiotis removed himself from the meeting. \*\***

Chief DiGianvittorio met with the Board to recommend the appointment of Robert Peachey, Jr. as Sergeant, and Melissa Witt as a full-time patrol officer. Both candidates provided the Board with their background, education, and interest in serving the Town. After a brief discussion, the Board of Selectmen took the following action:

On a **MOTION** made by **Prentakis**, second by **Cresta**, the Board of Selectmen **VOTED** to appoint Robert Peachey, Jr. as Sergeant for the Middleton Police Department, and Melissa Witt as a full-time officer, subject to a 1-year probationary term.

After the vote, Selectman Kassiotis returned to the meeting.

**7:26 PM Joint Meeting with the Planning Board to Appoint Two Planning Board Alternates:** With the following members of the Planning Board in attendance: Anthony Tierno, Brian Carroll, Nick Bonugli, and Brian York, Selectman Cresta provided a brief history of the joint appointment for the Planning Board Alternate positions. The following candidates met with the Boards to provide their background, education, and interest in serving as Planning Board Alternates:

- **Anthony DeGregorio**
- **Joe Kikta**

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

On a **MOTION** made by **Prentakis**, second by **Kassiotis**, the Board of Selectmen and the Planning Board **VOTED (8-0)** unanimously to appoint Anthony DeGregorio and Joe Kikta as Planning Board Alternates for a term to expire 6/30/20.

**7:33 PM Appointment of the Council on Aging Director:** Alice Tierney and Jerry Gove, members of the Board of Directors for the Council on Aging, met with the Board of Selectmen to introduce Jillian Smith to the Board, as their recommendation for appointment as the new Council on Aging Director. Jillian Smith introduced herself to the Board, providing them with her background, education, and interest in the position. After a brief discussion, the Board of Selectmen took the following action:

On a **MOTION** made by **Prentakis**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously to appoint Jillian Smith as Director of the Council on Aging for a term ending June 30, 2022.

**7:39 PM Review Application: Common Victualler License:** Mohammed Rahimi met with the Board of Selectmen to discuss his application for a new Common Victualler License for Darya, Corp. d/b/a Darya's Cafe located at 170 North Main St, Middleton MA. Rahimi provided the Board with information on his new restaurant, noting that they plan on being open for breakfast and lunch. 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 the application for a Common Victualler License for Darya, Corp. d/b/a Darya's Cafe located at 170 North Main St, Middleton MA, Darya and Mohammed Rahimi, Managers.

**7:43 PM Surrender of the All Alcohol Restaurant, Entertainment, and Common Victualler Licenses:** The Board briefly discussed the surrender of the All Alcohol Restaurant, Entertainment, and Common Victualler Licenses from 245 Middleton Pub Corporation: d/b/a The Main Street Grille, 245 South Main Street, effective immediately, and took the following action:

On a **MOTION** made by **Prentakis**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously to accept the surrender of the All Alcohol Restaurant, Entertainment, and Common Victualler licenses from 245 Middleton Pub Corporation: d/b/a The Main Street Grille, 245 South Main Street, effective immediately.

**7:44 PM Designate One Selectman to the Zoning Bylaw Review Committee:** After a brief discussion, the Board took the following action:

On a **MOTION** made by **Prentakis**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to appoint Selectmen Todd Moreschi to represent the Board of Selectmen on the Zoning Bylaw Review Committee.

**7:44 PM November 5, 2019 Special Town Meeting:** The Town Administrator provided the Board with a draft of the Special Town Meeting Warrant to view as he explained the articles included in it, as well as a review of the timeline. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously to open the Warrant for the Special Town Meeting scheduled for November 5<sup>th</sup>, 2019.

**8:04 PM Vote to Accept a Grant of Water Easement:** The Town Administrator provided the Board with information on the water easement from Geraldo and Lisa Polito at 140 North Main Street to fix an oversight. 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 a grant of water easement from Geraldo and Lisa Polito at 140 North Main Street.

**8:06 PM New Business:**

- **Masconomet's Grant:** Selectman Prentakis announced that at the end of the fiscal year, the Governor made grant money available to improve school safety and Masconomet was awarded \$80,000.

**8:10 PM Executive Session**

On a **MOTION** made by **Houten**, the Board of Selectmen entered into Executive Session, under GL c. 30A, s. 21(a)(6), to consider the purchase, acquisition, exchange, lease, 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 to adjourn immediately after, without conducting any further business.

Selectman Kassiotis took the roll call:

**Prentakis: Yes**

**Cresta: Yes**

**Houten: Yes**

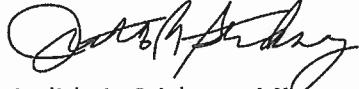
**Kassiotis: Yes**

**8:59 PM Adjourn**

With no further business, the Board of Selectmen's meeting of September 10, 2019 adjourned.

**Upcoming Meetings: September 24, October 8 & 22**

Respectfully submitted,



Judith A. Stickney, Minutes Secretary

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Todd Moreschi, BOS Clerk

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

- Agenda: September 10, 2019
- Warrants:
  - #2005 (Payroll: \$587,340, Bills Payable: \$7,677,541)
  - #2006 (Payroll: \$651,198, Bills Payable: \$437,312)
- Minutes:
  - August 13, 2019
- Reappointment Form: Anthony DiGregorio, Planning Board Alternate
- Letter and Resume from David Parker to Board of Selectmen, Re: Planning Board Alternate
- Memo from Town Administrator to Board of Selectmen, Re: Council on Aging Director Recommendation for Appointment, 9/10/19
- Letter from Police Chief to Board of Selectmen, Re: Appointment of Sergeant, 8/13/19
- Copy of E-Mail from Police Chief to Police Department, Re: Full-time Position, 8/28/19
- Common Victualler/General License Application and related material: Darya Corporation, 170 North Main Street, Unit D, Middleton, MA

- Letter from 245 Middleton Pub Corporation to Board of Selectmen, Re: Relinquishment of Alcohol License, 8/26/19
- TIMELINE NOVEMBER 5, 2019 SPECIAL TOWN MEETING
- Draft Warrant: Special Town Meeting, November 5, 2019
- Grant of Easement and related material: Gerardo Polito and Lisa Polito to Town of Middleton
- Letter from Morris J. Gordon to Board of Selectmen, Re: 245 Main Street Liquor License, 9/6/19
- Announcement: Lisa Teichner Retirement Party, 9/25/19, 5:30-7:30PM, Gould Barn, Topsfield
- Announcement: Open House, Salem Metal, 177 North Main St., Middleton, 9/12/19, 3PM-7PM
- Copy of E-Mail from Anthony DeGregorio to Town Clerk, Re: Reappointment, 8/6/19
- Announcement: MMA's Legislative Breakfast Meetings: 9/20, 9/27, 10/4
- Letter from xfinity to Board of Selectmen, Re: Turner Classic Movies Moving to Sports Entertainment Package, 8/16/19
- Announcement: Larking Cottage Homecoming Gala, 10/19/19, 6PM, Essex North Shore Agricultural & Technical School

**MANN & MANN, P.C.**  
COUNSELLORS AT LAW

JILL ELMSTROM MANN†\*  
KURT P. MANN†\*  
MELISSA GNOZA OGDEN†

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

September 4, 2019

**VIA HAND DELIVERY**

Board of Selectmen Town of Middleton  
Attention: Andrew Sheehan, Town Administrator  
48 South Main Street  
Middleton, Massachusetts 01949

2

RE: SERENITEE CATERING CORP. d/b/a MAGGIE'S FARM  
119 South Main Street, Middleton, MA 01949 – Change of Manager  
License No. 00036-RS-0704

Dear Mr. Sheehan:

With reference to the above, please find enclosed a request for a Change of Manager for Serenitee Catering Corp. d/b/a Maggie's Farm which includes seven packages of the following documents:

1. Monetary Transmittal Form;
2. Receipt \$200 fee paid to Commonwealth of Massachusetts;
3. Amendment Application for a Change of Manager;
4. Resume – Anthony Colangelo;
5. Applicant's Statement;
6. CORI Request Form for Anthony Colangelo;
7. Proof of Citizenship – License and Passport of Anthony Colangelo;
8. Corporate Vote of Serenitee Catering Corp.; and
9. Local Licensing Review Record.

Please place this on the agenda for the next public hearing of the Board of Selectmen. Please do not hesitate to contact me if you have any questions.

Thank you for your assistance in this matter.

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

By:

Jill E. Mann

*Jill E. Mann/pej*

Enclosures

cc: Mr. Mark McDonough

S:\Serenitee 2012-20\Restaurants\Maggie's\119 Maggies\2019 Change of Mgr - Anthony Colangelo\Ltr to Board of Selectmen.docx

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

Direct Email: [jill@mannpc.com](mailto:jill@mannpc.com)  
[kurt@mannpc.com](mailto:kurt@mannpc.com)  
[melissa@mannpc.com](mailto:melissa@mannpc.com)



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
*239 Causeway Street*  
*Boston, MA 02114*  
*www.mass.gov/abcc*

### **AMENDMENT APPLICATION FOR A CHANGE OF MANAGER**

**The following documentation is required as a part of your retail license application.**

*ABCC investigators reserve the right to request additional documents as a part of their investigation.*

- Monetary Transmittal Form with \$200 fee  
**You can PAY ONLINE or include a \$200 check made out to the ABCC**
- Change of Manager Amendment Application (this packet)
- CORI Authorization Form  
**For the manager of record AND any individual with direct or indirect interest in the proposed licensee. This form must be notarized with a stamp\***
- Proof of Citizenship for proposed manager of record  
**Passport, US Birth Certificate, Naturalization Papers, Voter Registration**
- Vote of the Corporate Board  
**A corporate vote appointing the manager of record, signed by an authorized signatory for the proposed licensed entity**
- Additional Documents Required by the Local Licensing Authority



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
*95 Fourth Street, Suite 3, Chelsea, MA 02150-2358*  
*www.mass.gov/abcc*

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

**AMENDMENT-Change of Manager**

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

**ECRT CODE: RETA**

**Please make \$200.00 payment here: ABCC PAYMENT WEBSITE**

**PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT**

**ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)**

00036-RS-0704

**ENTITY/ LICENSEE NAME** Serenitee Catering Corp.

**ADDRESS** 119 South Main Street

**CITY/TOWN** Middleton

**STATE** MA

**ZIP CODE** 01949

**For the following transactions (Check all that apply):**

<input type="checkbox"/> New License	<input type="checkbox"/> Change of Location	<input type="checkbox"/> Change of Class (i.e. Annual/ Seasonal)	<input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC)
<input type="checkbox"/> Transfer of License	<input type="checkbox"/> Alteration of Licensed Premises	<input type="checkbox"/> Change of License Type (i.e. club / restaurant)	<input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)
<input checked="" type="checkbox"/> Change of Manager	<input type="checkbox"/> Change Corporate Name	<input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt)	<input type="checkbox"/> Management/Operating Agreement
<input type="checkbox"/> Change of Officers/ Directors/LLC Managers	<input type="checkbox"/> Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)	<input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder	<input type="checkbox"/> Change of Hours
		<input type="checkbox"/> Other <input type="text" value=""/>	<input type="checkbox"/> Change of DBA

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

**Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358**

## Payment Confirmation

### YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 1473000a-b124-403b-9e95-70835285878e

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00036-RS-0704	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 8/23/2019 3:53:05 PM EDT

Total Amount Paid: \$204.70

#### Payment On Behalf Of

**License Number or Business Name:**  
00036-RS-0704

**Fee Type:**  
FILING FEES-RETAIL

#### Billing Information

**First Name:**  
JILL

**Last Name:**  
MANN

**Address:**  
MANN & MANN PC

**City:**  
Middleton

**State:**  
MA

**Zip Code:**  
01949

**Email Address:**  
pamv@mannpc.com



**The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
www.mass.gov/abcc**

**AMENDMENT-Change of Manager**

**Change of License Manager**

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Serenitee Catering Corp.	Middleton	00036-RS-0704

**2. APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Jill Elmstrom Mann	Attorney	jill@mannpc.com	978-762-6238

**3A. MANAGER INFORMATION**

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name	Anthony Vincent Colangelo	Date of Birth	08/10/1986	SSN	011-68-0071
Residential Address	4A Dewey Drive, Salem, Massachusetts 01970				
Email	colangelo.a@gmail.com	Phone	978-333-1773		
Please indicate how many hours per week you intend to be on the licensed premises		50+	Last-Approved License Manager	Laura B. Balestraci	

**3B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?\*

Yes  No \*Manager must be U.S. citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.  
Have you ever been convicted of a state, federal, or military crime?

Yes  No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**3C. EMPLOYMENT INFORMATION**

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
		See attached resume		

**3D. PRIOR DISCIPLINARY ACTION**

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?  Yes  No If yes, please fill out the table. Attach additional pages, if necessary, utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

Date

8/27/19

Anthony Colangelo  
4A Dewey Drive  
Salem, MA 01970  
978-333-1773

2016 – Present Maggie's Farm  
119 South Main Street  
Middleton, MA 01949  
978-539-8583

2017-2018 Pelletier Awning  
51 Park Street  
Beverly, MA 01915  
978-745-4710

2016 Smokin' Betty's BBQ  
Salem, MA 01970  
(closed)

2011 – 2016 Salem Beer Works  
278 Derby Street  
Salem, MA 01970  
978-745-2337

2006 – 2011 DGI-Invisuals  
101 Billerica Avenue  
Billerica, MA 01862  
781-565-4200

## CORPORATE VOTE

The Board of Directors or LLC Managers of

Serenitee Catering Corp.

Entity Name

duly voted to apply to the Licensing Authority of

Middleton

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

8/27/2019

Date of Meeting

For the following transactions (Check all that apply):

Change of Manager

Other

"VOTED: To authorize

Mark McDonough

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Anthony Vincent Colangelo

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer /LLC Manager Signature

Mark McDonough

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Mark McDonough

(Print Name)

## APPLICANT'S STATEMENT

I, Mark McDonough the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager

Authorized Signatory

of Serenitee Catering Corp.

Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:



Title:

President



**The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission**

For Reconsideration

**LOCAL LICENSING AUTHORITY REVIEW RECORD**

00036-RS-0704

Middleton

Date Filed with LLA

ABCC License Number

City/Town

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

<input type="checkbox"/> New License	<input type="checkbox"/> Change Corporate Name	<input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)	<input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC)
<input type="checkbox"/> Transfer of License	<input type="checkbox"/> Change of DBA	<input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)	<input type="checkbox"/> Change of Hours
<input checked="" type="checkbox"/> Change of Manager	<input type="checkbox"/> Alteration of Licensed Premises	<input type="checkbox"/> Change of License Type (i.e. club / restaurant)	<input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder
<input type="checkbox"/> Change of Beneficial Interest	<input type="checkbox"/> Change of Location	<input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt)	<input type="checkbox"/> Management/Operating Agreement

**APPLICANT INFORMATION**

Name of Licensee Serenitee Catering Corp.

D/B/A Maggie's Farm

ADDRESS: 119 South Main Street

CITY/TOWN: Middleton

STATE: MA

ZIP CODE: 01949

Manager Anthony Colangelo

Granted under  
Special Legislation? Yes  No

\$12 Restaurant

Annual

All Alcoholic Beverages

Type  
(i.e. restaurant, package store)

Class  
(Annual or Seasonal)

Category  
(i.e. Wines and Malts / All Alcohol)

If Yes, Chapter  
of the Acts of (year)

**LOCAL LICENSING AUTHORITY DECISION**

Please indicate the decision of the  
Local Licensing Authority:

Please indicate what days and hours  
the licensee will sell alcohol:

Sunday-Tues 10am -12pm  
Wed-Saturday 10am-1 am  
New Years Eve 10am -

If **Approving With Modifications**, please indicate below what changes the LLA is making:

Please indicate if the LLA is  
downgrading the License  
Category (approving only Wines  
and Malts if applicant applied for All  
Alcohol):

Changes to the Premises Description

Indoor Area

Total Square Footage

Floor Number

Square Footage

Number of Rooms

Patio/Deck/Outdoor Area

Number of Entrances

Seating Capacity

Number of Exits

Abutters Notified: Yes  No

Date of Abutter  
Notification

Date of  
Advertisement

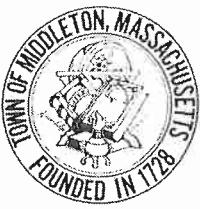
Please add any  
additional remarks or  
conditions here:

Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

Date APPROVED by LLA



**Town of Middleton**  
Memorial Hall  
48 South Main Street  
Middleton, Massachusetts  
01949-2253  
978-774-3589  
[www.middletonma.gov](http://www.middletonma.gov)

3

## Application for Class II Used Car Dealer's License

### SECTION 1:

Name to Appear on the License: BAM MOTORS LLC

Business Name (d/b/a, if different): AUTO CHOICE OF MIDDLETON

Manager of Record: JEREMY MARTIN

Address of Premises: 69 North Main St Middleton MA 01949

Phone Number of Premises: (978) 777-8300

### SECTION 2: Person (attorney if applicable) who can be contacted concerning this application):

Name: SAME AS ABOVE

Address: 467 Reservoir Rd Lunenburg, MA 01462

Phone Number: (978) 270-1763

### SECTION 3: Give a full description of the premises to be licensed, including location of all entrances and exits: (Please attach a copy of the Site Plan Approval and written decision of the Board of Appeals)

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### SECTION 4: Lot Capacity and Vehicle Display

Total Lot Capacity 60 (in vehicles)

How many vehicles do you wish to display for sale? 35

### SECTION 5:

Applicant is an:

Association       Corporation       Individual  
 Partnership       Non-Profit Corporation       LLC



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**SECTION 6:**

If applicant is an individual or partnership – List for individual, each partner or LLC:

Full Name: JEREMY MARTIN Home Address: 467 RESERVATION RD LUNENBURG MA 01462 DOB: 9/20/1975 SSN/FID: 542-92-2586

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Is individual or all partners United States citizens?  Yes  No

If no, specify citizenship: \_\_\_\_\_

Is individual or all partners involved at least twenty-one years old?  Yes  No

**SECTION 7:**

If applicant is a corporation, complete the following:

State of Incorporation: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_

Fiscal Year Ends: \_\_\_\_\_ Date Qualified to do business in MA: \_\_\_\_\_

**SECTION 8:**

Will there be any construction, remodeling, redecorating, or building on the premises for this license?  
 Yes  No If yes, complete the following:

Give an exact description of the construction, remodeling, redecorating or building on the premises:

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What are the estimated costs: \_\_\_\_\_

What is the construction schedule: \_\_\_\_\_

State all sources of construction financing: \_\_\_\_\_  
\_\_\_\_\_

**SECTION 9:**

Do you own the premises?  Yes  No If yes, please respond to the question below.

As an individual  Jointly  Other

Name of Realty Trust: \_\_\_\_\_

Name of Corporation: \_\_\_\_\_

Other: \_\_\_\_\_

(If you do not own the premises to be licensed, provide the following information about the owner).

Name: 67 NORTH MAIN ST REALTY TRUST (JEFFREY GARBER)

Address: PO BOX 716 MIDDLETON MA 01949 Telephone: 978-423-7332

**SECTION 10:**

If a lease or rental, you must provide the following information:

1. Copy of Lease
2. Beginning date of Lease: 10/1/2019 End date of Lease: 9/30/2023
3. Rent per month/year: 2500/month



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**SECTION 11: OWNERSHIP INTERESTS**

State the following information for all persons or entities who will have any direct or indirect beneficial or financial interest in this license:

Full Name

Home Address

DOB

SSN/FID

Phone Number

*JEREMY MARTIN LUNENBURG MA 01462 960/1975 542-92-2596 978-270-1763*

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Describe all types of beneficial or financial interest each person or entity identified above will have in this license.

Person or Entity

License Name and Address

Description of Interest

*JEREMY MARTIN 167 RESERVOIR RD LUNENBURG MA 01462 OWNER/MANAGER*

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Has any person or entity named above held a license or a beneficial interest in a license issued under Chapter 149 which is not presently held?  Yes  No

(If yes, provide the following for each person or entity)

Full Name

License Name  
And Address

Type of  
of License

Date Ownership  
Surrendered

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Has any person or entity named above ever had a license suspended, revoked or cancelled?  
( Yes) ( No)

(If yes, provide the following information)

Date	License	License #	Reason why the license was suspended, revoked or cancelled

Has any person or entity named above ever been convicted of violating any state, federal or military law?

( Yes) ( No)

**SECTION 12:**

- A. Each individual applicant must sign.
- B. Applications by a partnership must be signed by a majority of the partners.
- C. Applications by a corporation must be signed by an officer authorized by a vote of the corporation Board of Directors.
- D. Applications by an association must be signed by a majority of the members of the governing body. All signatures must have answered Section 6.
- E. False information or failure to disclose are reasons to revoke a license or deny Class II Used Car Dealer License.

Signed and subscribed to under the penalty of perjury, the 17<sup>th</sup> day of SEPTEMBER 2019

By: Signature of Full Name



OWNER/MANAGER

Title:

Print Name: JEREMY MARTIN

Print Title: OWNER/MANAGER

LEASE

THIS LEASE is made this 1 day of October 2019 by and between Jeffrey P. Garber, as Trustee of the Sixty-Seven North Main Street Realty Trust ("Garber") u/d/t dated February 4, 1990 and recorded with the Essex South District Registry of Deeds in Book 10330, Page 228, having a mailing address of PO box 716 Middleton, Massachusetts 01949 ("Landlord") and ~~3 Am Motel Rd~~ b/a "Auto Choice of Middleton, a Massachusetts having an address of ~~3 Am Motel Rd~~ <sup>CONVENIENTLY</sup> ("Tenant").  
MT 01949

1. Leased Premises: A certain one acre parcel of land identified as 69 North Main Street, Middleton, Essex County, Massachusetts. The Leased Premises is subject to and with the benefit of all access easements benefiting and burdening the Leased Premises.
2. Term: The Term of this Lease shall be for a period of 4 years.
3. Rent: The rent payable for the Leased Premises during year 1 and 2 shall be \$30,000.00 per annum (the "Base Rent"). The rent payable for the leased premises during year 3 and 4 shall be \$36,000.00 per annum (the "base rent") Tenant covenants and agrees to pay Base Rent to Landlord at the address set forth above or at such other place or to such other person or entity as Landlord may by notice to Tenant from time to time direct, in equal installments of \$2,500.00 for years 1 and 2 and \$3000.00 in years 3 and 4 in advance on the first day of each calendar month included in the Term from and after the Effective Date.
4. Additional Rent. This Lease is an ABSOLUTE NET LEASE, and Landlord shall not be obligated to pay any charge or bear any expense whatsoever against or with respect to the Leased Premises (other than the payment of the insurance premium for the all risk insurance policy covering the buildings and improvements located at the Leased Premises), nor shall the Base Rent payable hereunder be subject to any reduction or offset whatsoever on account of any such charge or otherwise. The following shall be deemed "Additional Rent" hereunder and shall be paid by Tenant as and when due:

- a. Real Estate Taxes. Tenant shall pay all taxes, assessments (special or otherwise), betterments, levies, fees, water and sewer rents and charges, and all other government levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time prior to or during the Term hereof, imposed or levied upon or assessed against (A) the Premises, (B) any rent or other sum payable hereunder or (C) this Lease, or the leasehold estate hereby created, or which arise in respect of the operation, possession or use of the Premises.
- b. Insurance. All premiums for the following insurance: comprehensive general liability insurance (Bodily Injury: \$1,000,000/\$2,000,000 and Property Damage: \$2,000,000) naming Landlord as "Additional Insured ; and workers' compensation insurance.

For the avoidance of doubt, all of the motor vehicles, furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Leased Premises; shall in all cases be at the sole risk and hazard of Tenant and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, by vandalism, malicious conduct or terrorism, no part of said loss or damage is to be charged to or to be borne by Landlord, except that Landlord shall in no event be indemnified or held harmless or exonerated from any liability to Tenant or to any other person for any injury, loss, damage or liability to the extent prohibited by law.

- c. Utilities. Tenant shall pay directly to the proper authorities charged with the collection thereof all charges for water, sewer, gas, electricity, telecommunications (including but not limited to telephone, cable access, and internet access), and other utilities or services used or consumed on the Leased Premises. Tenant shall make its own arrangements for such utilities.

Landlord shall be under no obligation to furnish any utilities to the Premises and shall not be liable for any interruption or failure in the supply of any such utilities to the Premises.

d. Late Payment of Rent. If any installment of Base Rent or payment of Additional Rent is paid after the date the same was due, it shall bear interest at the rate of 10% from the due date until paid in full, the payment of which shall be Additional Rent.

5. Use of the Premises: Tenant shall have the right to use the Leased Premises for the operation of a used car dealership and for no other purpose. In no event shall Tenant cease to operate a used car dealership at the Leased Premises for more than thirty (30) days, without first obtaining the written consent from Landlord. Failure to comply herewith shall be deemed a default hereunder upon the issuance of a notice of default by Landlord.

Upon the expiration or early termination of this Lease, for any reason whatsoever, Tenant shall relinquish its Class II Used Car Dealer License to operate a dealership at 69 North Main Street to the Landlord. In no event will Tenant vacate the Premises and attempt to transfer the License to another property or to any other entity.

6. Repair and Maintenance. Tenant shall keep the Leased Premises including, without limitation, the interior and exterior thereof in good order, condition and repair (including replacements thereof); to maintain in good condition all lawns and planted areas and keep in good repair and clean and neat and free of snow and ice all sidewalks, walkways, and parking and loading areas; and to make all ordinary repairs (and all capital replacements) and to do all other work necessary for the foregoing purposes whether the same may be ordinary or extraordinary, foreseen or unforeseen. It is expressly understood and agreed that Landlord shall not be obligated during the Term of this Lease, as may be extended, to make any repairs, alterations, or replacements, whether structural or otherwise, of any kind whatsoever to the Premises.

7. Landlord's Right to Enter; Interruption of Term. To permit Landlord and its agents to enter the Premises at reasonable times for any purpose. The Landlord temporarily may interrupt Tenant's occupancy of the Leased Premises for the purposes of making a repair or otherwise improving the Leased Premises, but shall be under no obligation to do so.

It is understood that there are periodic environmental testing and monitoring activities being conducted at the property. The tenant agrees to cooperate in allowing access for this work and also understands that as a result of such activities there most likely will be minor interruptions to its business operation. Tenant further acknowledges and accepts the risk that the testing may trigger a substantial interruption to its business to the extent that the testing results in a determination by a licensed site professional, licensed by the Department of Environmental Protection, that the Property contains hazardous materials that must be removed from and or contained at the Property. In the event of such a determination, Tenant acknowledges that its use of the Property may be suspended, in whole or in part, to allow the Landlord to respond to such a determination. In the event the time to cure is greater than time acceptable to the Tenant, the Tenant shall have the right to terminate the Lease.

Notwithstanding anything herein to the contrary, in no event will the Tenant be entitled to any damages due to the early termination or interruption in Tenant's occupancy. Provided however in the event that the Tenant elects not to terminate, the Landlord agrees to abate rent for the period during which the Tenant is barred from using the Property.

8. Assignment and Subletting. The Tenant shall not to assign, transfer, mortgage or pledge this Lease or to grant a security interest in Tenant's rights hereunder, or to sublease (which term shall be deemed to include the granting of concessions and licenses and the like) or permit anyone other than

interest hereby created or any other rights arising under this Lease to be assigned, transferred or encumbered, in whole or in part, whether voluntarily, involuntarily, by operation of law or change in corporate control.

9. Indemnity/Damages. Tenant shall defend, with counsel approved by Landlord in its reasonable discretion, all actions, against Landlord, any partner, trustee, stockholder, officer, director, employee or beneficiary of Landlord, holders of mortgages on the Premises and any other party having an interest in the Premises (herein, "Indemnified Parties") with respect to, and shall pay, protect, indemnify and save harmless, to the extent permitted by law, all Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (i) injury to or death of any person, or damage to or loss of property, on or about the Premises (expressly including conduct arising from the use and operation of motor vehicles on or off the Premises), or connected with the use, condition or occupancy of any thereof except as provided in Mass. Gen. L. c. 186, §15, (ii) any act, fault, omission, or other misconduct of Tenant or its agents, employees, contractors, licensees, sublessees, customers or invitees. Notwithstanding anything to the contrary in this Lease, in no event whatsoever shall Landlord be responsible for indirect, incidental or consequential damages.

To pay on demand Landlord's expenses, including reasonable attorneys' fees, incurred in enforcing any obligation of Tenant under this Lease or in curing any default by Tenant under this Lease as provided in Section 7.4 or in reviewing or interpreting any request or demand made by Tenant relating to this Lease.

10. Events of Default and Remedies.

a. If Tenant shall default in the performance of any of its obligations (i) to pay the Fixed Rent or Additional Rent hereunder which failure continues for 10 days, with or without notice, or (ii) if within thirty (30) days after notice from Landlord to Tenant specifying any other default or defaults Tenant has not cured the same, or if the same is not capable of cure within such period, if Tenant has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion.

In the event that this Lease is terminated under any of the provisions contained herein or shall be otherwise terminated for breach of any obligation of Tenant, Tenant covenants to pay forthwith to Landlord on demand all past due Rent and Additional Rent, all costs of reletting the Premises and any deficiency arising from the reletting or failure to relet the Premises. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any rent. Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove for and obtain in proceedings under any federal or state law relating to bankruptcy or insolvency or reorganization or arrangement, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than the amount of the loss or damages referred to above. Any and all rights and remedies which Landlord or Tenant may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

11. Separability: If any term or provision of this Lease or the application thereof to any person, property, or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons, properties, and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

12. Binding: Each of the terms, covenants, and conditions of this Lease shall extend to, and be binding on and inure to the benefit of, not only Landlord and Tenant, but each of their respective heirs, representatives, administrators, successors, and assigns.

13. Governing Law: This Lease and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed as a sealed instrument as of the day and year first above written.

LANDLORD:

TENANT:

By: \_\_\_\_\_  
, Manager

By: \_\_\_\_\_  
, Manager

DECISION OF THE ZONING BOARD OF APPEALS  
TOWN OF MIDDLETON  
Board of Appeals

AMENDED AND RESTATED SPECIAL PERMIT

RECEIVED  
MAY 11 2011

Petition of: SIXTY-SEVEN NORTH MAIN STREET REALTY TRUST  
Jeffrey P. Garber, Trustee

Recording Reference: Essex South District Registry of Deeds Book 10330, Page 233

Property Address: 69 North Main Street, Middleton, MA

Assessor's Description: Parcel 95, Map 17

Approved Plans: Site Plan Showing Proposed Parking Lot Improvements, prepared by Williams & Sparages, dated March 31, 2011 revised through April 28, 2011 ("Improvements Plan")  
Site Plan Showing Proposed Landscaping, prepared by Williams & Sparages, dated May 11, 2011 ("Landscaping Plan" together with the Improvements Plan, the "Plans")

By virtue of its authority under Chapter 40A of the General Laws of the Commonwealth of Massachusetts and the Zoning Bylaw of the Town of Middleton, dated May 13, 2008 (the "Bylaw"), the Board of Appeals of the Town of Middleton (the "Board") held a public hearing in the Media Center at Fuller Meadow School at 143 South Main Street, Middleton concerning Application Number 910 (the "Application"), incorporated herein by reference, submitted by SIXTY-SEVEN NORTH MAIN STREET REALTY TRUST, Jeffrey P. Garber, Trustee (the "Petitioner") in connection with Petitioner's request to expand its used car dealership to permit the sale and display of up to sixty (60) motor vehicles (the "Expanded Dealership") at 69 North Main Street, Middleton (the "Property") and to make the necessary site modifications to the Property in order to accommodate the Expanded Dealership. Notice of said hearing was duly advertised in a newspaper having general circulation in the Town of Middleton; posted in a conspicuous place in the Town Office Building (Memorial Hall); and mailed, postage prepaid, to all interested parties as certified by the Board of Assessors in conformance with Sections 9 and 11, Chapter 40A, M.G.L.A. The Board opened the hearing on April 28, 2011 and closed it on May 26, 2011.

The matter came to be heard before Chairperson Lynn Murphy, Anne Cote, Nicholas Yebba, and Craig Hartwell. In support of the Application, the Board heard from Jill Elmstrom Mann (legal counsel to the Petitioner) and Jeffrey Garber.

**RELIEF GRANTED:**

As further described in the Application and as presented by Attorney Mann during the hearing, Petitioner requested and was granted the following relief by the Board:

1. A Special Permit under Section 9.4 of the Bylaw authorizing the Expanded Dealership in accordance with Section 3.3.2(1) of the Bylaw as follows: to allow Petitioner to display up to 35 motor vehicles for sale in the areas marked "Vehicle Display" as shown on the Improvements Plan and to allow the Petitioner to store an additional 25 motor vehicles for sale and future display and within the fenced-in area at the Property marked "Proposed Storage Area up to 25 Vehicles" as shown on the Improvements Plan;
2. A Special Permit under Section 9.4 of the Bylaw authorizing the Petitioner to reconstruct and expand the paved display areas at the Property shown as the "Vehicle Display" on the Improvements Plan in accordance with Section 3.3.3(1) of the Bylaw; and
3. Approve the site modifications under Section 9.5 of the Bylaw in accordance with Section 9.5.3 of the Bylaw all as shown on the Plans.

**DECISION**

At the conclusion of the public hearing pursuant to its authority under Section 9.4.1 of the Bylaw and based on the information provided with the Application, the Plans, the evidence and testimony presented during the hearing, and the receipt of recommendations in support of the Application from the Planning Board and comments and recommendations from the Industrial Design Review Committee, the Board determined that the proposed requests for relief were not more detrimental to the surrounding neighborhood than the current use and improvements and in general were beneficial to the community.

Accordingly, Chairperson Murphy called for a motion to issue the following findings in support of the two special permits and site plan modification. Ms. Cote moved that the Board make the following findings of fact (the "Findings"):

1. Business District. The Property is located within the Business Zoning District;
2. Non-Conforming Uses. While the uses of the Property as a car dealership and a residence are no longer permitted in the Business District, both uses, when first started, were lawfully permitted either by right or with the issuance of a special permit and, therefore, are entitled to protection as legally existing, non-conforming uses of the Property under Section 3.3.1 of the Bylaw and the use of the Property as a car dealership may be expanded with the issuance of a special permit by the Board;
3. Non-Conforming Structures/Improvements. While the improvements at the Property, including but not limited to the residential structure and the parking/display areas do not comply with the current dimensional and set-back requirements of the Business District, when the improvements were first made they complied with the then-existing requirements and, therefore, are entitled to protection as legally existing, non-conforming improvements to the Property under Section 3.3.1 of the Bylaw and may be modified with the issuance of a special permit by the Board;
4. The Expanded Dealership is not Substantially more Detrimental than the Existing Dealership. The Expanded Dealership will result in the addition of fifteen (15) more motor vehicles for display. The increased display areas that will be located in the footprint of the residence and its

associated improvements (which will be razed), will not be more detrimental than the existing non-conforming residential structure that is located less than five (5') feet from the Route 114 right-of-way and approximately eighteen (18') feet from the new addition to the Police Station. Furthermore, the additional 25 motor vehicles, which Petitioner is proposing to store at the Property for sale future display, will be stored behind the stockade fence and will not be visible from any adjacent property or by traffic passing by on Route 114;

5. Permitting the Expanded Dealership Satisfies a Community Need. The proposed changes to the Property and the removal of the residence and its associated improvements will allow for a clear and unobstructed view of the Police Station for southbound traffic and will eliminate the existing non-conforming residential use and structure;
6. Existing Site Improvements at the Property Were Designed to Ensure Safe Vehicular and Pedestrian Traffic. All site improvements, as shown on the Improvements Plan, continue to ensure the safety of vehicular and pedestrian traffic throughout the Property;
7. Parking Is Sufficient. The Petitioner has sufficient dedicated parking to satisfy the parking requirements under Section 5.1.2 of the Bylaw, which requires Petitioner to have no fewer than five (5) parking spaces for its customers and employees;
8. The Proposed Use Is Consonant with the Character of the Surrounding Neighborhood. The Property is suitable and can readily accommodate the expansion. Given that a substantial portion of the Property is already used as a car dealership and that the uses to the north are motor vehicle related, the use is in keeping with the general character of the neighborhood;
9. No Negative Impact on the Natural Environment. The expanded use and parking areas will not negatively affect the natural environment and will be limited to areas that are already disturbed by the residential structure and its associated improvements;
10. The Expanded Dealership will have a Positive Economic and Fiscal Impact. By allowing the expansion of the car dealership, the Board will provide support to a long-time business owner, enable a local business to grow and will facilitate the addition of space at the Police Station; and
11. Compliance with all Development Requirements. As shown on the Modified Site Plans, the layout of the expanded Dealership is either exempt from or will continue to conform to the development requirements of the Business District as set forth in the Table of Dimensional Requirements and the site plan requirements under Section 9.5 of the Bylaw.

Mr. Yeba seconded the motion with the following conditions that the Petitioner:

1. Displays and stores motor vehicles only in the areas as shown on the Improvements Plan;
2. Razes the existing, non-conforming residential structure in order to accommodate the changes as shown on the Improvements Plan;
3. Makes all of the improvements to the Property as shown on the Improvements Plan and installs all of the landscape features shown on the Landscape Plan, including but not limited to creating the island on 75 North Main Street (the adjacent parcel of land that shares a common driveway with Petitioner), installing a split-rail fence along the entire frontage of the Property and to the edge of the planting island at 75 North Main Street, and planting no fewer than two (2) street trees and eight (8) shrubs;

4. Obtains an expansion of its used car dealer's license from the Board of Selectmen authorizing the display and sale of up to sixty (60) motor vehicles at the Property; and
5. Maintains the landscaping at the Property and ensures that all grassed areas are mowed regularly during the growing season.

Chairperson Murphy called for further discussion, hearing none she called for a vote. The members of the Board voted unanimously in favor of the motion; therefore, it carried.

Based on the Findings, Chairperson Murphy called for the following motions:

1. Special Permit under Section 9.4 of the Bylaw authorizing the Expanded Dealership in accordance with Section 3.3.2(1) of the Bylaw to allow Petitioner to display up to thirty-five (35) motor vehicles for sale in the areas marked "Vehicle Display" as shown on the Improvements Plan and to allow the Petitioner to store an additional twenty-five (25) motor vehicles for future display and sale within the fenced-in area at the Property marked "Proposed Storage Area up to twenty-five (25) Vehicles" as shown on the Improvements Plan;

Ms. Cote made the motion and Mr. Yebba seconded it. Chairperson Murphy called for further discussion, hearing none she called for a vote. The members of the Board voted unanimously in favor of the motion; therefore, it carried;

2. Special Permit under Section 9.4 of the Bylaw authorizing the Expanded Dealership in accordance with Section 3.3.3(1) of the Bylaw to allow Petitioner to reconstruct and expand the paved display areas at the Property shown as the "Vehicle Display" on the Improvements Plan;

Ms. Cote made the motion and Mr. Yebba seconded it. Chairperson Murphy called for further discussion, hearing none she called for a vote. The members of the Board voted unanimously in favor of the motion; therefore, it carried; and

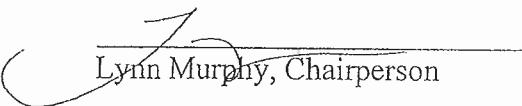
3. Site Plan Approval under Section 9.5 of the Bylaw approving the modifications to the existing and approved site plan for the Property in accordance with Section 9.5.3 of the Bylaw all as shown on the Plans.

Ms. Cote made the motion and Mr. Yebba seconded it. Chairperson Murphy called for further discussion, hearing none she called for a vote. The members of the Board voted unanimously in favor of the motion; therefore, it carried.

#### APPEAL

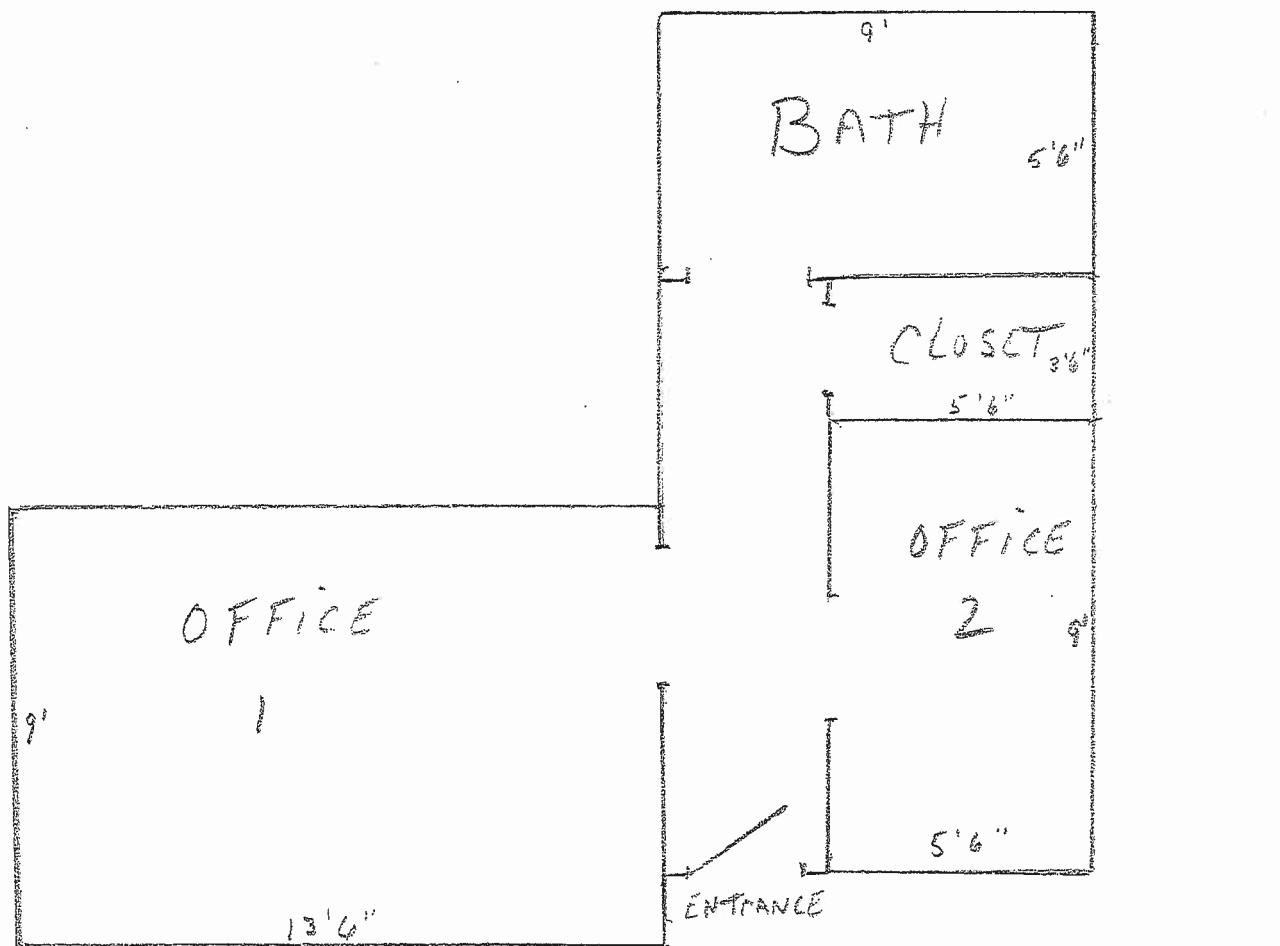
Appeals, if any, shall be made pursuant to Section 17 of Chapter 40A, and shall be filed within twenty (20) days after the date of filing of this notice in the Office of the Town Clerk.

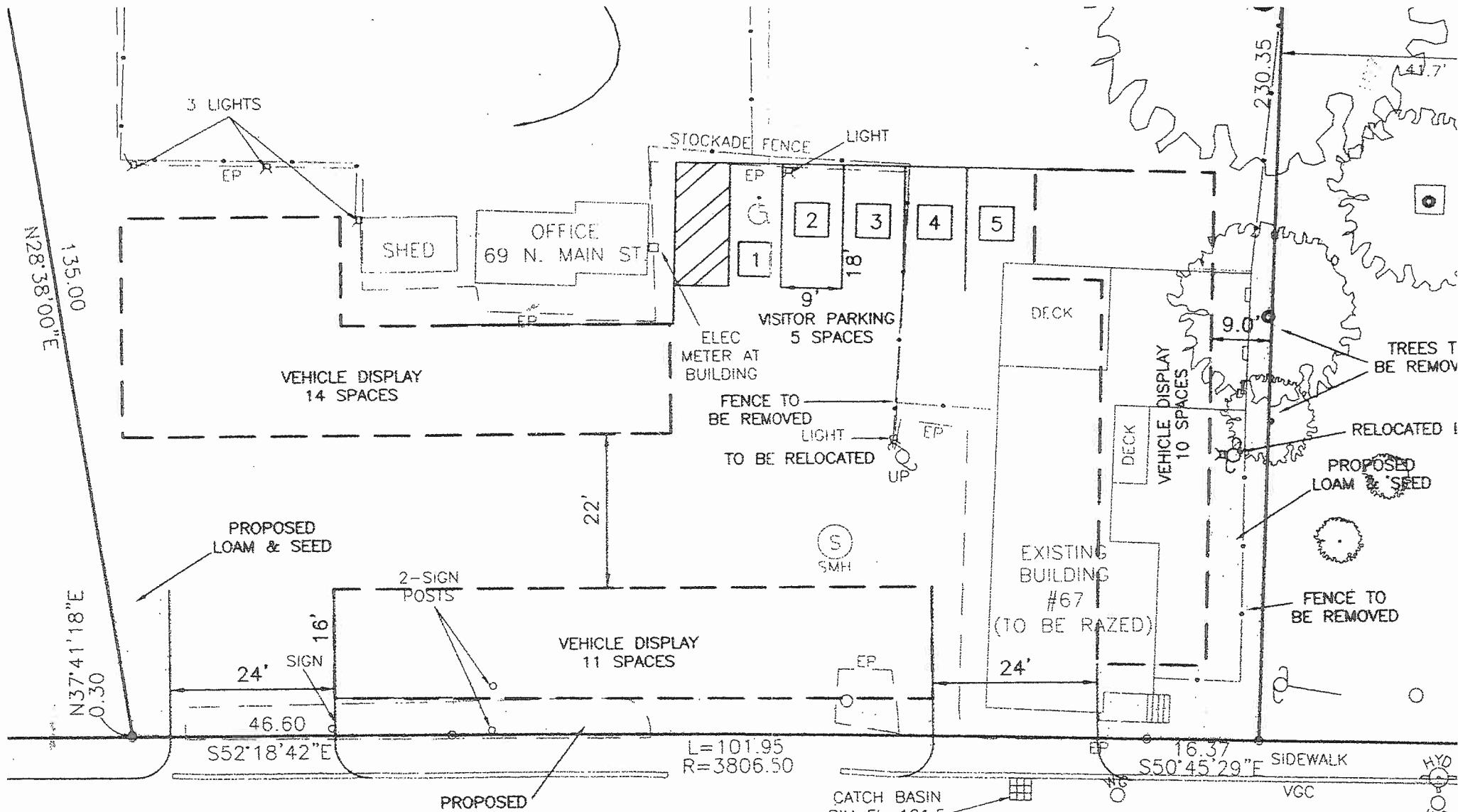
Board of Appeals of the Town of Middleton

  
Lynn Murphy, Chairperson

6/20/2011  
Date

69 NORTH MAIN ST MIDDLETON, MA 01949



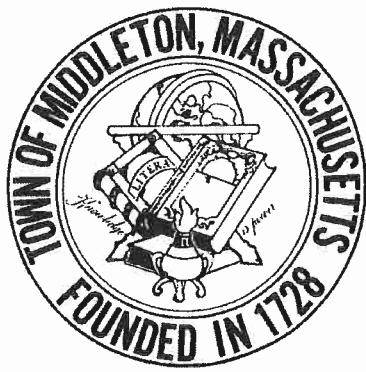


# NORTH MAIN STREET (ROUTE 114)

(LOCATION LINE OF 2004 STATE HIGHWAY  
ALTERATION LAYOUT NO. 7871)

# Town of Middleton

# Massachusetts



5

## Special Town Meeting

November 5, 2019, 7:00 P.M.

Howe Manning School Gymnasium  
26 Central Street, Middleton, MA

**TOWN OF MIDDLETON  
SPECIAL TOWN MEETING  
THE COMMONWEALTH OF MASSACHUSETTS  
NOVEMBER 5, 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, November 5, 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.

**CURRENT AND PRIOR YEAR FINANCIAL ARTICLES**

**ARTICLE 1.** To hear Committee Reports:

Master Development Planning Committee  
Masconomet Regional School Committee  
Other Committees

**ARTICLE 2.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a certain sum to be used to fund the collective bargaining agreement with the Middleton Police Benevolent Association; or take any other action relative thereto.

**Purpose:** This article will appropriate funds to fund the contract with the police union running from July 1, 2017 through June 30, 2020.

**ARTICLE 3.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a certain sum to be used to fund the collective bargaining agreement with the Middleton Call Firefighter Association; or take any other action relative thereto.

**Purpose:** This article will appropriate funds to fund the contract with the call firefighters union running from July 1, 2017 through June 30, 2020.

**ARTICLE 4.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a certain sum to be used

to fund the FY2020 tuition costs for a student to attend Minuteman Regional Vocational Technical High School; or take any other action relative thereto.

**Purpose:** This article will fund the out of district tuition for a Middleton student to attend Minuteman Vocational Technical High School in Lexington in order for that student to access the desired vocational major.

**ARTICLE 5.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a certain sum to be used to supplement the Fiscal Year 2020 Information Technology budget; or take any other action relative thereto.

**Purpose:** This article is to transfer funds to supplement the Information Technology budget in the current fiscal year.

**ARTICLE 6.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a certain sum to be used to supplement the Fiscal Year 2020 Unemployment Insurance budget; or take any other action relative thereto.

**Purpose:** This article is to transfer funds to supplement the Unemployment Budget in the current fiscal year.

**ARTICLE 7.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a certain sum to be used to supplement the Fiscal Year 2020 Medicare budget; or take any other action relative thereto.

**Purpose:** This article is to transfer funds to supplement the Medicare Budget in the current fiscal year.

**ARTICLE 8.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a certain sum to be used to supplement the Fiscal Year 2020 property, casualty, and liability insurance budget; or take any other action relative thereto.

**Purpose:** This article is to transfer funds to supplement the Insurance Budget in the current fiscal year.

**ARTICLE 9.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a certain sum to be used

for environmental studies, testing, and remediation of a property at 40 School Street; or take any other action relative thereto.

**Purpose:** This article is to transfer funds to supplement the Medicare Budget in the current fiscal year.

**ARTICLE 10.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a certain sum to be used to acquire radios for the Fire Department; or take any other action relative thereto.

**Purpose:** This article is to transfer funds to provide the local match for a regional Fire Assistance Grant that will fund radios for the Fire Department.

**ARTICLE 11.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a certain sum to be used for incidental costs associated with 105 South Main Street; or take any other action relative thereto.

**Purpose:** This article is to transfer funds to cover incidental costs associated with 105 South Main Street, such as utilities, mowing, and maintenance.

**ARTICLE 12.** 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 certain sums of money to the following reserve accounts:

- Stabilization Fund: \$ \_\_\_\_\_
- Capital Stabilization Fund: \$ \_\_\_\_\_
- Special Education Stabilization Fund: \$ \_\_\_\_\_
- Pension Stabilization Fund: \$ \_\_\_\_\_
- Other Post-Employment Benefits Liability Irrevocable Trust Fund: \$ \_\_\_\_\_

Or take any other action relative thereto.

## **CITIZEN PETITIONS, BYLAW ADOPTIONS, AND REAL PROPERTY**

**ARTICLE 13.** On petition of the Board of Selectmen, to see if the Town will vote to amend the Middleton General Bylaws, Chapter 107: Animals, by adding the words shown in **bold underline** and deleting the words in **bold strikethrough** below.

Chapter 107. Animals

[HISTORY: Adopted by the Town Meeting of the Town of Middleton as indicated in article histories. Amendments noted where applicable.]

## GENERAL REFERENCES

Board of Health regulations — See Ch. 270.

### Article I. Dogs

[Adopted 5-12-1987 ATM by Art. 38]

#### § 107-1. Licensing and control.

- A. All dogs six months old or older must be licensed and tagged. Licensing will be done in the office of the Town Clerk. The owner or keeper of an unlicensed dog after June 1 will be fined \$10 per dog in addition to the license fee. After July 1 the fine will be \$15 per dog, and after August 1 \$25 per dog. [Amended 11-29-2005 STM by Art. 19]
- B. All monies collected for licenses and fines will be retained by the Town.
- C. License fees shall be \$10 for all neutered or spayed dogs and \$15 for all unneutered or unspayed dogs. Kennel license fees: four dogs, \$15; 10 dogs, \$35; more than 10 dogs, \$75. [Amended 5-12-1998 ATM by Art. 15]

#### § 107-2. Complaints and orders.

- A. The Animal Control Officer shall attend to all complaints and other matters pertaining to dogs and shall take whatever legal action is authorized by law.
- B. If the Animal Control Officer determines that a female animal in heat, even when confined, is attracting other animals, thus causing a disturbance or damage to neighboring property or public areas, the Animal Control Officer may require the owner or keeper to keep said animal, while in heat, in a kennel or to remove it from the area so that the nuisance is abated.
- C. The Animal Control Officer is authorized to require owners or keepers of dogs to restrain their dogs from running at large in schools, school playgrounds, parks or public recreation areas. The Animal Control Officer may also require owners or keepers of dogs to restrain their dogs from running at large when he determines that any such dog is an annoyance, is dangerous, or is known to cause damage in a neighborhood.
- D. The owner or keeper of a dog, about which the Animal Control Officer has issued an order under the above sections of this bylaw, who wishes to appeal said order, may make such appeal in writing to the Chief of Police within 10 days of the issuance of the order. The Police Chief may settle the case after holding a public hearing overruling the Animal Control Officer by agreement with the appellant, or by instructing the Animal Control Officer to proceed with enforcement procedures as set forth in MGL c. 140, § 173A.
- E. If the owner or keeper fails to comply with the order of the Animal Control Officer and does not appeal to the Police Chief, the Animal Control Officer shall proceed to enforce the order as provided by law.

[Amended 11-29-2005 STM by Art. 19]

#### § 107-3. Other charges and fees.

[Amended 11-29-2005 STM by Art. 19]

Boarding charges, pickup fees for stray and nuisance dogs and other fees shall be established by the Board of Selectmen and filed with the Town Clerk.

§ 107-4. Certain statutes still in effect.

Notwithstanding the provisions of this bylaw, all other provisions of MGL c. 140, §§ 136A through 175 shall still be in effect.

## **Article II: Nuisance and Dangerous Dogs**

### **§ 107-5. Definitions**

**As used in this article, the following terms shall have the meanings indicated:**

#### **DANGEROUS DOG**

**A dog that either:**

- a. without justification, attacks a person or domestic animal causing physical injury or death; or**
- b. behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal.**

#### **KEEPER**

**A person, business, corporation, entity, or society, other than the owner, having possession of a dog.**

#### **NUISANCE DOG**

**A dog that:**

- a. by excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity; or**
- b. by excessive barking, causing damage or other interference, a reasonable person would find such behavior disruptive to one's quiet and peaceful enjoyment; or**
- c. has threatened or attacked livestock, a domestic animal or a person, but such threat or attack was not a grossly disproportionate reaction under all the circumstances.**

### **§ 107-6**

**No dog shall be deemed dangerous:**

- a. solely based upon growling, barking, or both;
- b. based upon the breed of the dog; or
- c. if, at the time of the incident in question, the dog was reacting to another animal or person in a manner not grossly disproportionate to any of the following circumstances:
  - i. the dog was protecting or defending itself, its offspring, another domestic animal, or a person from attack or assault;
  - ii. the person attacked or threatened by the dog was committing a crime upon the person or property of the owner or keeper of the dog;
  - iii. the person attacked or threatened was engaged in teasing, tormenting, battering, assaulting, injuring, or otherwise provoking the dog; or
  - iv. at the time of the attack or threat, the person or animal attacked or threatened had breached an enclosure or structure, including but not limited to a gated and fenced-in area, in which the dog was kept apart from the public, without being authorized to do so by the owner of the premises.

A child under age 7 shall be rebuttably presumed not to have been committing a crime, provoking the dog, or trespassing at the time of the attack or threat.

#### § 107-7: Nuisance or Dangerous Dog Declaration

- A. Complaint. Any person may file a written complaint with the Board of Selectmen that a dog kept in the Town is a nuisance dog or a dangerous dog.
- B. Disposition. The Board of Selectmen shall investigate or cause to be investigated the complaint, including an examination under oath of the complainant at a public hearing. Based on credible evidence and testimony presented at the public hearing, the Board of Selectmen shall take the following action:
  - a. If the dog is complained of as a nuisance dog, the Board of Selectmen shall either
    - i. deem the dog a nuisance dog; or
    - ii. dismiss the complaint.
  - b. If the dog is complained of as a dangerous dog, the Board of Selectmen shall either
    - i. deem the dog a dangerous dog;
    - ii. deem the dog a nuisance dog; or
    - iii. dismiss the complaint.

#### C. Remedies.

- a. If the Board of Selectmen declares that a dog is a nuisance dog, it may order the

owner or keeper of the dog to take remedial action to ameliorate the cause of the nuisance behavior.

**b. If the Board of Selectmen declares that a dog is a dangerous dog, it may order one or more of the following remedies:**

- i. that the dog be humanely restrained; but no order shall require that a dog be chained, tethered, or otherwise tied to an inanimate object including, but not limited to, a tree, post, or building;**
- ii. that the dog be confined to the premises of the owner or keeper, meaning securely confined indoors or confined outdoors in a securely enclosed pen or dog run area that has a secure roof, has either a floor secured to all sides or is embedded into the ground for at least two feet, and provides the dog with proper shelter from the elements;**
- iii. that when the dog is removed from the premises of the owner or keeper, the dog be securely and humanely muzzled and restrained with a chain or other tethering device with a maximum length of three (3) feet and a minimum tensile strength of three hundred (300) pounds;**
- iv. that the owner or keeper of the dog provide to the Board of Selectmen either:**
  - a. proof of insurance of at least \$100,000 insuring the owner or keeper against any claim, loss, damage, or injury to persons, domestic animals, or property resulting from the intentional or unintentional acts of the dog; or**
  - b. proof that reasonable efforts were made to obtain such insurance;**
- v. that the owner or keeper of the dog provide to the Board of Selectmen or Animal Control Officer or other entity as directed identifying information for the dog including, but not limited to, photographs, videos, veterinary records, tattooing, microchip implantations, or a combination of these;**
- vi. that the dog be altered so as not to be reproductively intact, unless the owner or keeper provides evidence of a veterinary opinion that the dog is medically unfit for such alteration; or**
- vii. that the dog be humanely euthanized.**

**D. Appeals.** Within ten (10) days of the issuance of any order under this section, the owner or keeper of the dog declared a nuisance dog or a dangerous dog may bring a petition for judicial review in the district court for the judicial district in which the order was issued or where the dog is owned or kept.

**E. Restrictions After Declaration of Dangerousness.**

- a. No dog that has been deemed dangerous shall be ordered removed from the Town.**

- b. No person over the age of 17 who has actual knowledge that a dog has been deemed dangerous under this Bylaw shall permit a child under the age of 17 to own, possess, or have care or custody of that dog.**
- c. No person shall transfer ownership or possession of a dog which such person knows, or reasonably should have known, has been deemed dangerous under this Bylaw or offer such dangerous dog for sale or breeding without informing the recipient of the dog of the finding of dangerousness.**

**F. Signs.**

- a. Any owner or keeper of a dog that has been deemed dangerous must conspicuously display a sign approved by the Animal Control Officer with a warning symbol that informs children of the presence of such dog and a sign easily readable by the public using the words “dangerous dog.”**
- b. Signs are to be posted at each entrance to the house and on gates that are part of a fence enclosing the premises as well as on any pen.**

**G. Violations and Penalties.**

- a. Seizure/Impoundment. If an owner or a keeper of a dog is found in violation of an order issued under this Bylaw, the dog shall be subject to seizure and impoundment by the Animal Control Officer or a law enforcement officer. If it is the keeper who is in violation, all reasonable efforts shall be made to notify the owner of such seizure and impoundment and the owner may, within 7 days, petition the Board of Selectmen for return of the dog.**
- b. Capture/euthanasia. A dog found to be in violation of a Board of Selectmen order or district court order issued under this Bylaw or in accordance with Section 157 of Chapter 140 of the General Laws may be captured or detained by a police officer, the Animal Control Officer, or a constable. In the case of a threat to public safety or if the dog is living in a wild state, the police officer, Animal Control Officer, or constable may euthanize it humanely.**
- c. Fines/Imprisonment. A dog owner or keeper who fails to comply with an order of the Board of Selectmen or the district court issued under the Bylaws or in accordance with Section 157 of Chapter 140 of the General Laws shall be punished by a fine of not more than \$500 or imprisonment in a jail or house of correction for not more than 60 days, both for a first offense or by a fine of not more than \$1,000 or imprisonment in a jail or house of correction for not more than 90 days, or both for a second or subsequent offense.**

d. Future Licensure. Any owner or keeper who fails to comply with an order of the Board of Selectmen or the district court issued under this section shall be prohibited from licensing a dog within the Commonwealth for 5 years.

**H. Non-Criminal Disposition.**

Any enforcing person, as set forth below, taking cognizance of a violation of this Bylaw, may, as an alternative to initiating criminal proceedings, enforce this Bylaw non-criminally pursuant to M.G.L. c. 40, Section 21D and in accordance with Section 1-2 of the Middleton Bylaws. For purposes of this section, the following shall be enforcing persons: Animal Control Officer, constable, and law enforcement officer. The specific penalty for violation shall be the amount established in Section 1-2 of the Middleton Bylaws.

; Or take any other action relative thereto.

**ARTICLE 14.** On petition of the Board of Selectmen to see if the Town will vote to transfer the following certain parcels of land to the Conservation Commission to be held for conservation purposes pursuant to Massachusetts General Law, c. 40, s. 8c.:

Map/Lot	Acreage	Assessment	Location
0008-0000-0016	28.50	\$65,000	Off Thunder Bridge Lane
0008-0000-0020	4.15	\$28,400	Off Thunder Bridge Lane
0008-0000-0020A	3.00	\$26,700	Off Thunder Bridge Lane
0015-0000-0012K	3.90	\$36,900	Donovan's Way
0017-0000-0059	1.00	\$25,600	North Main Street
0032-0000-0057	0.38	\$18,100	Richardson Road
0033-0000-0015	6.00	\$66,100	Lonergan Road

or taken any action relative thereto.

**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 \_\_\_\_\_