

MIDDLETON BOARD OF SELECTMEN
MEETING AGENDA
TUESDAY, NOVEMBER 24, 2020
7:00 PM
This meeting is being recorded

Due to the state of emergency in Massachusetts due to the COVID-19 outbreak, this meeting will be held via ZOOM, an internet based meeting space. It is the intent that the virtual meeting space will be made accessible to the public; however, if this is not possible despite best efforts, the full and complete transcript of the meeting will be posted on the Town's website as soon as practicable upon the conclusion of the proceedings. To join the meeting, go to

Join Zoom Meeting

<https://us02web.zoom.us/j/84489611283?pwd=YTgzcVFmUk83cXV4TFNjYk5PS2NjQT09>

Meeting ID: 844 8961 1283

Passcode: 848298

One tap mobile 301-715-8592

1. 7:00 PM Warrant: #2111
Minutes: Open Session: November 10, 2020
Town Administrator updates and reports
2. 7:15 PM Public Comment Period
3. 7:20 PM Review and approve application of Marco Stefanelli d/b/a Marco's Pizzeria for a Common Victualler license at 119 South Main Street, Unit A
4. 7:30 PM Discussion of 2021 license renewals
5. 7:40 PM Preliminary discussion of FY22 operating and capital budgets
6. 7:55 PM Review calendar for FY2022 budget and May 11, 2021 Annual Town Meeting, May 18, 2021 Annual Election
7. 8:00 PM Continue discussion of composition of the Bylaw Review Committee
8. 8:10 PM New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed
9. 8:15 PM Executive Session: Pursuant to GL c. 30A, s. 21(a)(6) to consider an offer to purchase real property where discussing the matter in open session may have a detrimental effect on the Town

Upcoming Meetings: December 8 & 22: Regular BOS meetings
January 12 & 26

The Board reserves the right to consider items on the agenda out of order. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

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

Warrant Date: 11/19/20

Warrant Number: # 2111

Payroll Warrant Total:

\$ 751,358

<u>Department</u>	<u>Amount</u>	<u>Detail of Expenses</u>
Board of Health	\$11,236	
COA	\$9,811	
Election		
Electric Light	\$70,904	\$12,292 Overtime; \$2,707 Call Out
Fire	\$66,845	\$17,125 Overtime; \$9,995 Part time
Inspections	\$9,022	
Library	\$17,280	
Memorial Hall	\$40,081	
Planning	\$3,955	
Police	\$69,164	\$9,554 Overtime; \$3,115 Reserves
Police Details	\$19,055	
Public Works	\$31,334	\$561 Snow; \$2,735 Overtime
Recreation	\$0	
Senior Work Off	\$32,366	
School	\$370,306	
Teacher Balloon Pay	\$0	
Town Officers	\$0	

Bills Payable Warrant Total:

\$ 4,403,825

<u>Department/Expense Category</u>	<u>Amount</u>	<u>Detail of Expenses</u>
All Payroll Deductions	\$97,373	
Administrator	\$4,142	\$2,133 IT Related; \$846 Electricity
Accounting	\$0	
Assessor	\$0	
Clerk	\$10,669	\$5,700 New Tabulator; \$4,117 Election Related
Cultural Council	\$0	
COA	\$3,987	\$1,324 Food Pantry
DPW	\$240,396	\$117,026 Essex St Culvert Repair; \$69,335 Rail Trail
Fire	\$8,239	\$2,308 Equipment Repair; \$1,055 Training/Education
Health Director / IT	\$931	Miscellaneous Expenses
Historical Comm.	\$0	
Inspections	\$87	Miscellaneous Expenses
Library	\$8,664	\$4,428 Purchase Books; \$1,362 Electricity
MELD	\$654,575	\$591,154 Purchase Power
Planning	\$128	Miscellaneous Expenses
Police	\$13,252	\$5,925 Firearm Licenses; \$1,620 IT Related
Recreation	\$0	
School	\$166,479	\$59,690 Tuition; \$40,726 Transportation; \$10,695 Electricity
Treasurer	\$3,192,314	\$2,551,013 Masco Assess; \$341,306 Health Insurance Declarations November
Veterans' Agent	\$2,589	\$2,547 Veterans' Aid

**MEETING MINUTES
BOARD OF SELECTMEN**
Tuesday, November 10, 2020 7:00 PM
This meeting was recorded

NOTE: Due to the state of emergency in Massachusetts due to the COVID-19 outbreak, this meeting was held via ZOOM, an internet-based meeting space.

Present: Acting Chair Brian Cresta, Todd Moreschi, Tim Houten, Kosta Prentakis

Absent: Chair Rick Kassiotis

Others Attending: Town Administrator Andy Sheehan, Assistant Town Administrator Tanya Shallop, Minutes Secretary Judi Stickney, Paul Pellicelli, Town Clerk Ilene Harris Twiss

7:08 PM With a quorum present, Acting Chair Brian Cresta called the meeting to order.

ROUTINES

- **Warrant Approval:** Town Administrator Andy Sheehan provided a brief review of Warrant #2110: Payroll: \$724,365, Bills Payable: \$466,332, noting that the Town Accountant had reviewed the warrant and requested the Board's approval. The Board took the following action:
On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to approve the warrant as presented.
- **Minutes:** After a brief review of available minutes, the Board took the following action:
On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to accept the minutes of October 20th, 2020 as written.
- **Town Administrator's Report:** Town Administrator Andy Sheehan provided the Board with information and updates on the following:
 - **Last Week's Election:** Town Clerk Ilene Twiss provided an update on last Tuesday's election, noting that there was an 84% voter turnout, 5,905 voters. Precinct 1 had 1,910 early voters; Precinct 2 had 1,982 early ballots cast. The day went without incident. She proceeded to provide a brief summary of the day's events, mentioning those who helped make the day successful. She thanked the police department, library staff, her assistant Town Clerk and others.
 - **Transfer Station Open Tomorrow:** Sheehan advised that the Transfer Station will be open tomorrow, Veterans Day.
 - **Hydrant Flushing:** Sheehan advised that the Fire Department is currently flushing hydrants and that will be ongoing for the next couple of weeks.
 - **Essex Street Repair:** Sheehan advised that the Essex Street repairs are close to being completed. Guardrails are going in tomorrow. Everything is weather dependent, but the weather looks good for the next couple of weeks. Milling and overlay will be done next year.
 - **Special Town Meeting Has Been Canceled:** Sheehan reminded the public that the Special Town Meeting scheduled for November 17 has been canceled. The articles will roll into the next Town Meeting, whether the Annual Town Meeting or a Special Town Meeting.

7:38 PM Public Comment Period: There were no public comments.

7:38 PM Review and Vote to Execute an Inter-Municipal Agreement with Topsfield and Boxford: The Town Administrator provided the Board with the agreement prior to the meeting and provided a brief review of the document relative to the school resource officer at Masconomet Regional. After a very brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to approve the Inter-Municipal Agreement with Topsfield and Boxford, as presented.

7:41 PM Continued Discussion of Composition of the Bylaw Review Committee: The Town Administrator provided the Board with a copy of the draft of the composition of the Bylaw Review Committee for the Board's review and discussion. A lengthy discussion ensued. After discussion and feedback, the Town Administrator will continue work on it and bring it back to the Board at the next meeting.

7:59 PM Review and Accept Recycling Dividends Grant from Mass. DEP: The Town Administrator provided a brief explanation of the grant's uses. After a brief discussion, the Board took the following action on the grant in the amount of \$3,600:

On a **MOTION** made by **Prentakis**, second by **Houten**, the Board of Selectmen **VOTED** unanimously by roll call vote to accept Recycling Dividends Grant from Mass. DEP.

8:01 PM Review and Accept Gifts: Acting Chair Cresta provided the Board with a brief review of the most recent gifts the town has received, as follows:

- \$1,000 from Fidelity Charitable on behalf of the Jeff & Carol Curvey Foundation for the Food Pantry
- \$5,000 from the Institution for Savings for the Food Pantry

On a **MOTION** made by **Prentakis**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously by roll call vote to accept, with many thanks, the donations from Fidelity Charitable and Institution for Savings.

8:02 PM Update on CARES Act Reimbursement Requests: The Town Administrator provided a brief review of the CARES Act reimbursements the Town has requested, in the amount of \$336,570, based on the report he had provided to the Board before the meeting. He publicly thanked the fire chief and the CFO Sarah Wood for their assistance in keeping track of expenditures.

8:12 PM Other Business:

- **Thank You to Our Veterans:** Selectman Cresta thanked all of Middleton's veterans for their service to their country and wished all a happy Veterans Day.

8:13 PM Executive Session:

On a **MOTION** made by **Prentakis**, second by **Houten**, the Board of Selectmen **VOTED** unanimously by roll call vote to go into Executive Session, Pursuant to GL c. 30A, s. 21(a)(6) to consider an offer to purchase real property, where discussing the matter in open session may have a detrimental effect on the Town, and not return to open session.

8:18 PM Adjourn

With no further business, on a **MOTION** made by **Prentakis**, the Board of Selectmen's meeting of November 10th, 2020 adjourned at 8:18 PM.

With no further business, on a **MOTION** made by **Cresta**, the Board of Selectmen's meeting of October 20th, 2020 adjourned at 8:01PM.

Upcoming Meetings: November 24: Regular BOS meetings
December 8 & 22: Regular BOS meetings

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: November 10, 2020
- Warrant:
 - Warrant #2110: Payroll: \$724,365, Bills Payable: \$466,332
- Minutes:
 - October 20, 2020
- Intermunicipal Agreement Between the Towns of Boxford, Middleton, and Topsfield, for Partial Funding of a School Resource Officer
- RECYCLING DIVIDEND PROGRAM CONTRACT ("RDP Contract") BETWEEN THE COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP") AND THE Town of Middleton ("Municipality")
- CARES Act Coronavirus Relief Fund - Municipal Program Summary
- Town of Middleton State Election November 3, 2020 ---Unofficial Results
- Announcement: Middleton's Veterans' Day Memorial Services Moved to Online
- Letter and related documents from Masconomet Regional School District to Town Administrator, Re: Certified E&D as of July 1, 2020, 10/30/20
- Letter and related documents from Masconomet Regional School District to Town Administrator, Re: Long Term Capital Plan, 10/30/20
- Bylaw Review Committee Mission
- Letter from COA Director to Board of Selectmen, Re: Food Pantry Donation / Institution for Savings, 11/9/20
- Letter from Fidelity Charitable to Town of Middleton, Re: Food Pantry Donation, 11/2/20



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

Common Victualler/General License Application

ALL QUESTIONS MUST BE ANSWERED AND A TELEPHONE NUMBER PROVIDED

1. Licensee Name: MARCO STEFANELLI
2. Name of Manager: _____
3. Social Security Number/FID Number: _____
4. Business Address: 119 S MAIN ST Middleton
5. Home Address: 51 PEABODY ST Middleton
6. Telephone Numbers (Please provide all numbers by which you can be reached):
Business Phone: 978-3040652
Cell Phone: 617-2408465
Home Phone: _____
7. Email Address: 1MSTEFANELLI1@GMAIL.COM
8. Registered Voter? Yes _____ No _____
9. Are you a U.S. Citizen? Yes _____ No _____
10. Court and Date of Naturalization (if applicable) 497450625
(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)
- 10a. Where? 17 AUG 2012 BOSTON MA
11. Identify your criminal record: (Massachusetts/Any other state/Federal): Have you had any arrests or appearance in a criminal court or have you been charged with a criminal offense regardless of final disposition; (Must check either Yes or No)
 Yes No

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



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

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

OWNER OF MARCO'S RESTAURANT
47 NEWBURY ST PEABODY
FCR 7 YEARS

12. List all employment for the last five years:

13. Hours per week to be spend on the licensed premises: 25 hours

14. Days and Hours of Operation: 7 DAYS FROM 12 PM TO 9 PM

15. Seating Capacity: OUTSIDE SEATING ONLY 8

16. Do you own/lease premises? Yes No

If Leased:

16a. If Yes, From Whom? Warren D Kelly Trust

16b. Terms of Lease? 36 months; November 1 2020 - October 30, 2023
(Please provide a copy of lease agreement)

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

MARCO STEFANELLI
Printed Name of Owner

By: Marco Stefanelli
(Signature)

Date: 11-16-20

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

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

Name of Company: STEFANELLI ENTERPRISE DBA MARCO'S
PIZZERIA

Address: 119 S MAIN ST

Title of Person Signing: OWNER

Signature of Individual or Corporate Name: Marco Stefanelli

Printed Name of Above: MARCO STEFANELLI

Contact Telephone Number: 617 - 240 84 65

Date: 11 - 16 - 20

Social Security Number or Federal Identification Number: _____

Email Address: 1M STEFANELLI@GMAIL.COM



Town of Middleton

Business Certificate

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

Name of Business: STEFANELLI ENTERPRISE / MARCO'S ITALIAN PIZZERIA

Business Address: 119 S MAIN ST Middleton, MA 01949

Business Phone: 978-304-0652 Email Address 1MSTEFANELLI@GMAIL.COM

Nature of Business ITALIAN PIZZERIA

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

1. MARCO STEFANELLI 51 PEABODY ST MIDDLETON MA
Corporate Officer Name Residential Address City, State, Zip

2.
Corporate Officer Name Residential Address City, State, Zip

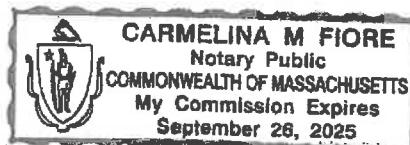
The signatories below acknowledge this certificate is not proof of conformity to Zoning Bylaws or Board of Health regulations. It is the responsibility of the applicant to contact the Building Commissioner and the Health Agent in order to comply with Town Bylaws, rules and regulations.

Signatures: 1. Marco Stefanelli

2.

On NOV 12, 2020 the above-named person(s) personally appeared before me and made oath that the forgoing statement is true.

Seal



Carmelina M. Fiore
Notary Public/Town Clerk Signature

1. Identification presented: Driver's License S8058974 Other _____
2. Identification presented: Driver's License Other _____

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

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

Certificate Number 20-74

Date Processed NOV 12, 2020

Certificate Expiration NOV 12, 2024

New Renewal

COMMERCIAL LEASE

Landlord Copy

Marco Stefanelli
51 Peabody St, Middleton, MA
Phone: 617 - 240 - 8465

Restaurant Name: Marcos Pizzeria

PARTIES: Warren D. Kelly Trust, Trustee, 10 Perkins Rd, Middleton, MA 01949, hereinafter referred to as "LESSOR" which expression shall include its heirs, administrators, executors and assigns, wherever the context permits, does hereby lease to Marco Stefanelli of 51 Peabody St, Middleton, MA personally, hereinafter called the "LESSEE", which expression shall include its successors and assigns, wherever the context so permits, and the LESSEE hereby leases the following described premises:

DESCRIPTION OF LEASED PREMISES: 119 So. Main St, Middleton, Massachusetts, Unit A consisting of approximately 500 net square feet of retail space. The LESSEE shall be provided with employee parking as available, and two customer designated parking spaces in the parking lots adjacent to the building.

RENTAL TERM: The term of this lease shall be for 36 months, commencing on November 1 2020 and ending on October 30, 2023.

Lessor shall waive the rent for October to offset cost of Lessee buildout.

RENT: Yielding and paying the yearly base rent as follows, with monthly payments due on the first day of each month:

Year One: Yearly sum \$18,600.00

Monthly Payments in advance of \$1,550.00

Year Two: Yearly sum \$19,800.00

Monthly Payments in advance of \$1,650.00

Year Three: Yearly sum \$21,600.00

Monthly Payments in advance of \$1,800.00

Plus, Common Area Fee of \$360.00 [see below] and Trash \$100.00 Total due monthly

Lease Extension:

Lessee may extend this lease for an additional term of two years with written notice to the Lessor within 6 months of the expiration of the current lease. Lessor shall grant the Lease extension provided the Lessee has not been in default or violated any terms of the existing lease. Rent increases for the extended Lease term shall be set at 2.5 %.

ADVANCE RENT/SECURITY DEPOSIT: First Month's Rent \$1,550.00 Cam \$360.00 Last Month's Rent \$1,800.00 Cam \$360.00 Security Deposit \$1,800.00 Trash November \$100.00 Total Due \$5,970.00

*Trash due on 11/1/2020
Total due \$5,870.00*

COMMON AREA COSTS: LESSEE shall also be responsible for trash removal at a rate of \$100.00 per month, which shall be reviewed on a semi-annual basis.

LESSEE shall also be responsible for their percentage of Common Area Expenses which include but not limited to common electric use, share of taxes, share of main septic, system, Plowing/Landscaping and repairs estimated at \$360.00.

[Handwritten signatures and initials]

SERVICES FURNISHED TO LEASE PREMISES:

The Lessee agrees to pay for heat and electrical services and water and septic expense of pump chamber in basement furnished for to the Leased Premises,

LESSEE shall also be responsible for trash removal at a rate of \$100.00 per month, which shall be reviewed on a semi-annual basis.

Lessee shall be responsible for maintenance on all HVAC units agreeing to have an annual maintenance contract which shall be billed by Lessor estimated at \$300.00 annually.

Lessee is responsible for upgrading HVAC to meet any demand over standard office space demand.

Lessee shall be responsible for pumping septic pump chamber in basement every 6 months.

USE OF LEASED PREMISES: The Leased Premises shall only be used for retail Pizza & Panini sales.

No Sub Sandwichers or Grinders or Mexican Foods may be served.

All other proposed uses shall be subject to the written consent of the LESSOR, and the LESSOR shall have sole and complete discretion to give or withhold such consent.

Lessee acknowledges that this lease is a direct lease from the Warren Kelly Reality Trust. Warren Kelly Reality Trust holds no liability under this agreement for handicap access or any upgrades that may be required by town or State regulations as well as any upgrades required in regard to food service, cooking or bath codes. Lessee agrees to indemnify lessor against any resulting actions made by the Town or State in regard to the items listed here.

Per the Health Dept. of Middleton Ma only paper goods may be used in regard to customer food service.

COMPLIANCE WITH LAWS: The LESSEE acknowledges that no trade or occupation shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the town in which the Leased Premises are situated.

MAINTENANCE:

LESSEE'S OBLIGATIONS: The LESSEE agrees to maintain the leased premises in good condition. Lessee agrees to perform regular preventive maintenance on the heat and air condition unit. Reasonable wear and tear, damage by fire and another casualty is accepted. Lessor shall not be responsible for HVAC demands above normal retail demand. Lessee must equip space with HVAC to handle food service.

Exterior Decks:

Lessee agrees to maintain decks and unit entry and exit access in front of lessee's unit free from snow and ice. If Lessee fails to do so Lessor may remove snow and ice at lessee's expense.

Lessee agrees to not store any rubbish, hoses, boxes or equipment at any time on any exterior deck. Decks must remain open and free of all items. If Lessee does have the above items on a deck than the Lessor may remove all items and clean decks at lessee's expense.

Basement Area:

No use of the basement shall be allowed.

LESSOR'S OBLIGATIONS: The LESSOR agrees to keep and maintain in satisfactory order, condition, and repair (1) the roof of the building, (2) the exterior walls and structures of the building including all plumbing, mechanical, and electrical systems and fixtures installed by the LESSOR, with the exception of HVAC and (3) sidewalks, curbs, and grounds adjacent to the ground floor of the building. If maintenance is required because of the LESSEE, the LESSEE will pay the cost of same upon demand of the



LESSOR.

SUBORDINATION: This lease is subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, lien or liens on the property, now or at any time hereafter, which the Leases Premises are a part. Without limitation of any of the provisions of this lease, in the event that any mortgagee, or its assigns, shall succeed to the interest of LESSOR or any successor of the LESSOR, then this Lease shall nevertheless continue in full force and effect and LESSEE shall and does hereby agree to attorn to such mortgagee, or its assigns as its LESSOR, provided, always, however, that such mortgagee or assigns shall recognize the LESSEE as tenant under the terms and conditions of this Lease or any modification, extension, or amendment of this Lease.

INSURANCE: LESSEE shall maintain in full force and effect, at his own cost and expense, comprehensive general liability insurance indemnifying the LESSOR against all claims, loss or liability due to bodily injury and property damage to any person or property in or on the Leased Premises or the areas adjacent thereto and used in the LESSEE'S business with coverage of at least \$300,000.00 in respect to injury or damage to one person and at least \$300,000.00 in respect to injury or damage by any one occurrence and at least \$100,000.00 in respect to damage to property, in each case providing for notice to LESSOR prior to cancellation. LESSEE shall furnish LESSOR with certificates of such insurance by the commencement of the term.

ASSIGNMENT/SUBLETTING: LESSEE shall not assign this Lease or any interest therein or sublet the whole or any art of the Leased Premises without prior written consent and approval of proposed business of the LESSOR, which permission shall not be unreasonably withheld. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

DEFAULT: In the event that:

The LESSEE shall default in the payment of any installment of the rent or sum herein specified and such default shall continue for five (5) days after the due date of such payment; or

The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

The LESSEE shall be declared bankrupt or insolvent according to the law, or, if any assignment shall be made of the LESSEE'S property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term.

If the LESSEE shall default, after reasonable notice thereto, in the observance or performance of any conditioning or covenants on LESSEE'S part to be observed or performed under virtue of the provisions in any Section of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection with any default hereunder by the LESSEE, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action of proceeding, such sums paid or obligations



incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent. Any default by the Lessee gives the Lessor all rights to terminate the lease as written with notice to the Lessee at which time the Lessee shall remove property and vacate premise within 30 days.

Violation and written notice of violation of any terms of this lease by the Lessor shall be deemed a default.

LESSOR'S ACCESS: Lessor shall have reasonable access to unit for safety and emergency reasons.

INDEMNIFICATION AND LIABILITY: The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect of the LESSOR.

It is understood and agreed that the LESSEE assumes all risk of damage to its own property arising from any cause whatsoever, including without limitation, loss by theft or otherwise, unless caused by an act or neglect of the LESSOR.

HAZARDOUS WASTE: LESSEE shall not introduce on or transfer to the Leased Premises or the property of which the Leased Premises form a part any hazardous materials (as hereinafter defined); nor dump, flush or otherwise dispose of any hazardous materials in the drainage, sewage or waste disposal systems servicing the Leased Premises or the property of which the Leased Premises are a part; nor generate, store, use, release, spill or dispose of any hazardous materials in or on the Leased Premises or the property of which the Leased Premises are a part; or transfer and hazardous materials from the Leased Premises to any other location; nor commit or suffer to be committed in or on the leased Premises or the property of which the Leased Premises are a part; any act which would require any reporting or filing of any notice with any governmental agency pursuant to any statutes, laws, codes, ordinances, rules or regulations present or future, applicable to the Leased Premises or the property of which the Leased Premises are a part or to hazardous materials (hereinafter collectively called "Environmental Laws").

LESSEE agrees that if it or anyone claiming under it shall generate, store, release, spill, dispose of or transfer to the Leased Premises or the property of which the Leased Premises are a part any hazardous materials, it shall forthwith remove the same, at its sole cost and expense, in the manner provided by all applicable Environmental Laws, regardless of when such hazardous materials shall be discovered. Furthermore, LESSEE shall pay any fines, penalties or other assessments imposed by any governmental agency with respect to any such hazardous materials and shall forthwith repair and restore any portion of the Leased Premises or the property of which the Leased Premises are a part which it shall disturb in so removing any such hazardous materials to the condition which existed prior to LESSEE'S disturbance thereof.

LESSEE agrees to deliver promptly LESSOR any notices, orders or similar documents received from any governmental agency or official concerning any violation of any Environmental Laws or with respect to any hazardous materials affecting the Leased Premises or the property of which the Leased Premises are a part.

For purposes of this Lease, the term "hazardous materials" shall mean any include any oils, petroleum products, asbestos, and any other toxic or hazardous waste, materials and substances which are defined, determined or identified as such in any Environmental Laws or in any judicial or administrative interpretation of Environmental Laws.



The obligations of LESSEE contained in this Section 17 shall survive the expiration or termination of the LEASE. LESSEE agrees and acknowledges that the Leased Premises are served by sanitary septic system, and LESSEE agrees not to introduce any substance into said septic system that may damage or otherwise inhibit the functioning of said system.

SURRENDER: The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises). LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks, thereto, and other fixtures other than trade fixtures connected therewith and all alterations and additions upon the Leased Premises, in good condition, damaged by fire or other casualty only excepted. All floors, plumbing electrical and walls are to be in good condition other than normal wear and tear. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

ALTERATIONS/ADDITIONS: The LESSEE shall not make structural alteration or additions to the Leased Premises, but may make nonstructural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the Leased Premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of the LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become property of the LESSOR at the termination of occupancy as provided herein.

FIRE, CASUALTY, EMINENT DOMAIN: Should a substantial of the Leased Premises, or of the property which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

The LESSOR fails to give written notice within thirty (30) days of intention to restore Leased Premises, or

The LESSOR fails to restore the Leased Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property, or equipment.



NOTICE: All notices required or to be given hereunder shall be in writing and deemed duly given when delivered by hand or by Federal Express or comparable express delivery service or when mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, addressed as follows:

If to the LESSEE

Marco Stefanelli
51 Peabody St.
Middleton, MA

If to the LESSOR

Warren D. Kelly Trust
10 Perkins Rd
Middleton, MA 01949

All rent shall be made payable to: **"Warren D. Kelly Trust"**
Executed, in duplicate, this _____ day of _____ 2020.

Lessee:


Marco Stefanelli Personally
51 Peabody St, Middleton, MA

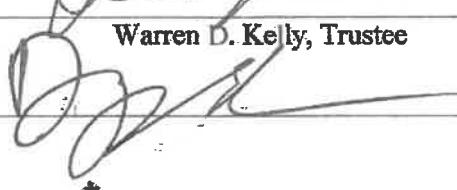
Witness:

LESSOR:


Warren D. Kelly Trust

1/29/20

SIGNED:


Warren D. Kelly, Trustee

Witness:



COMMERCIAL LEASE 119 So. Main St. Middleton Ma

Restriction of Hours

- Hours of operation shall be restricted to the hours of 10am till 10 pm.
- Lessee must attempt to have all patrons out and off decks by 11 pm
- Any Events shall have drop-off-based attendees- no parking)

Basement; No Basement use allowed

Exterior Deck

- Lessee agrees to maintain decks and unit entry and exit access in front of lessee's unit free from snow and ice.
- Lessee agrees to the conditions as outlined under LESSEE'S OBLIGATIONS

Trash

- Lessee is responsible for trash removal. Lessee may build a small trash bin to conceal daily trash barrels at an approved location from the Lessor. Daily trash must be emptied into dumpster at the close of each day. No trash may remain overnight in trash bin.

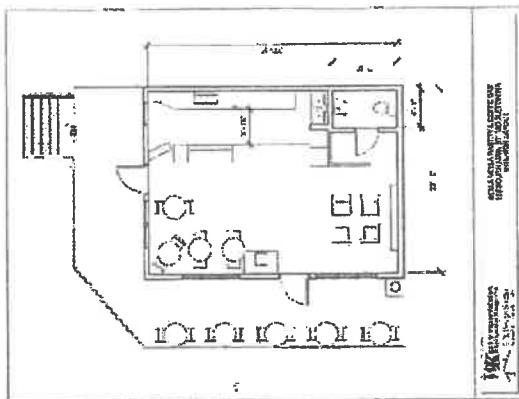
Interior Fit Out:

Lessee shall be responsible for all interior fit out including electrical, plumbing and HVAC

Lessee Marco Stefanelli
Marco Stefanelli, 51 Peabody St, Middleton, MA



119 So. Main St Rental Proposal on Unit A



Common Area Fee: \$360.00

Common Area Expense includes:

- Taxes
- Landscaping
- Common Lighting
- Dumpster
- Plowing
- Septic Main [Not including a basement pump chamber that tenant must pump every 3 Months based on usage]

Landlord provides:

- Basic Heat and Air based on energy code
- One finished Bath
- One STREET Pylon Sign location [Tenant provides sign]
- 2 Assigned Parking Spaces

Tenant pays for:

- Detailed custom built out
- All Heat / Air upgrade needed for type of business
- Annual Maintenance on HVAC Unit estimated at \$300.00
- Signs
- All Utilities

BB W

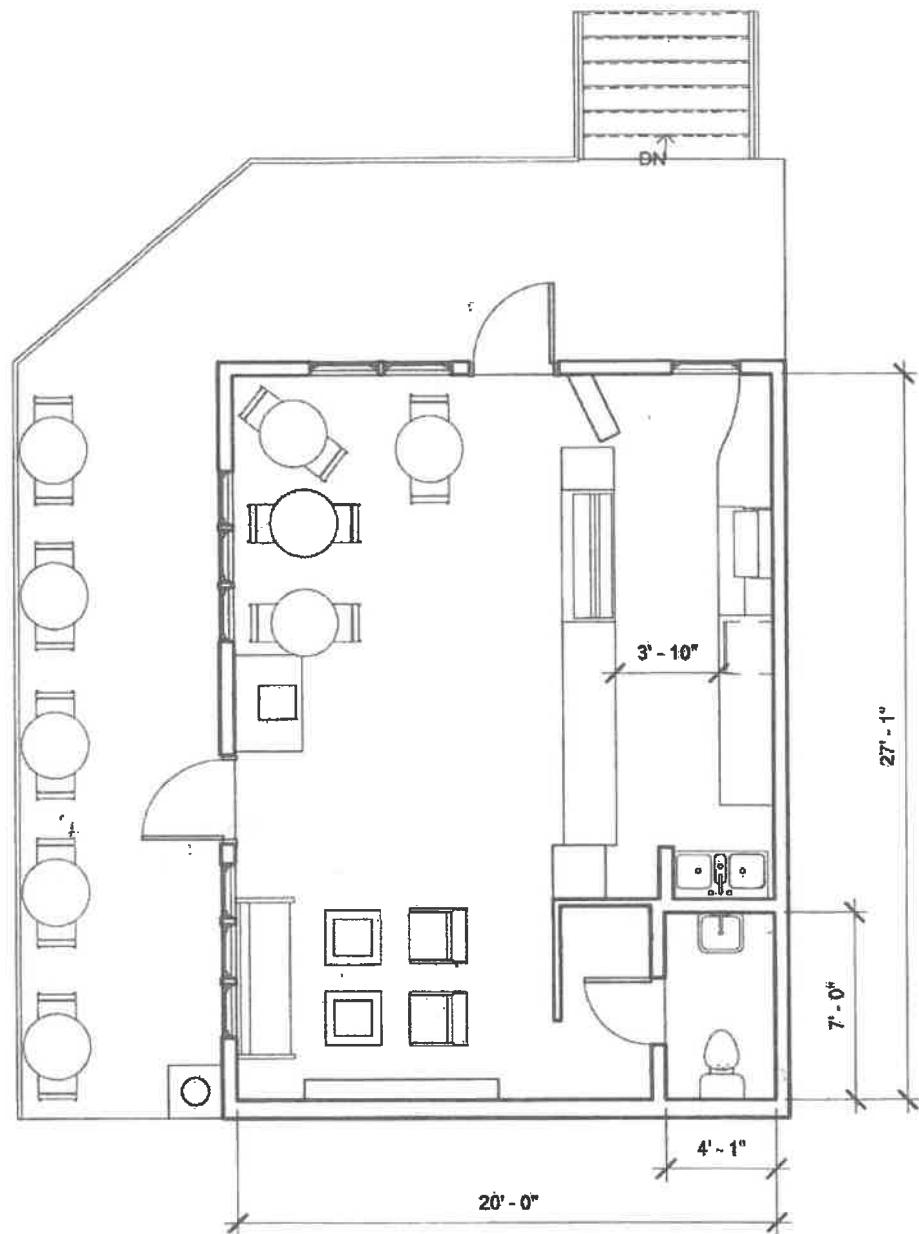
Need Insurance Certificate

- coverage of at least \$300,000.00 in respect to injury or damage to one person
- \$300,000.00 in respect to injury or damage by any one occurrence
- at least \$100,000.00 in respect to damage to property
- in each case providing for notice to LESSOR prior to cancellation

Name as Additional insured:

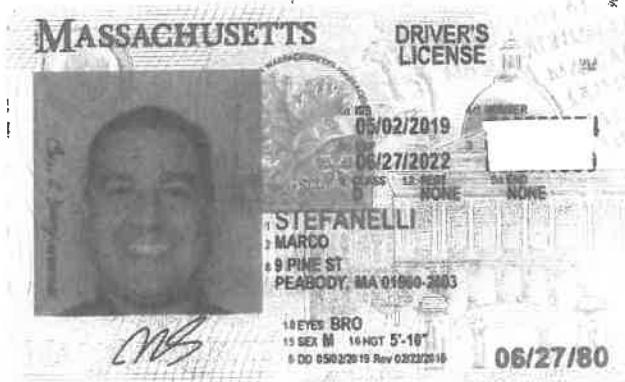
- Warren Kelly
- WDK Reality Trust

A handwritten signature consisting of stylized initials, possibly 'B' and 'W', followed by a surname.



BELLA VELLA PASTRY & COFFEE BAR
119 SOUTH MAIN ST. MIDDLETON MA
INTERIOR LAYOUT

[Handwritten signatures/initials]



Check list of items to return

- Common Victualler Application signed and completed
- Copy of required liability insurance certificate
- Revenue Enforcement and Protection Certification (REAP) – signed and completed
- Copy of Lease
- Business Certificate
- Proof of Ownership
- Proof of Citizenship
- Check made payable to Town of Middleton for all applicable fees.

A.

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

TYPE OF LICENSE	LICENSE FEE	AMOUNT DUE
Club License	\$500.00	
All Alcohol Restaurant	\$4,000.00	
All Alcohol Inn Holder	\$2,500.00	
All Alcohol Package Store	\$2,000.00	
Beer & Wine Restaurant	\$2,000.00	
Beer & Wine Package Store	\$1,500.00	
Amusement Machines	\$100.00	
Common Victualler	\$100.00	
Juke Box	\$35.00	
Entertainment	\$10.00	
Golf License	\$100.00	
Gas License (per nozzle)	\$45.00	
Amusement (Golf Courses)	\$100.00	
Auctioneer	\$45.00	
Amusement Machines	\$100.00	
Class II License	\$200.00	
Class III License	\$200.00	
Precious Metals	\$50.00	
Livery License	\$100.00 \$50.00 1 st Vehicle, \$25.00 each additional vehicle	
# of Vehicles		

CALENDAR

FY2022 OPERATING AND CAPITAL BUDGETS

MAY 11, 2021 ANNUAL TOWN MEETING

MAY 18, 2021 ANNUAL TOWN ELECTION

6.

2020

Thursday, December 10 FY21 budget instructions distributed to departments

2021

Wednesday, January 6 Operating budget requests due to TA's Office

Monday, January 4 Nomination papers for elected Town offices available

January 7-15 Operating budget meetings with TA, ATA, CFO

Tuesday, January 12 Board of Selectmen votes to open the ATM warrant

Monday, January 18 Martin Luther King, Jr. holiday

Thurs-Fri., Jan. 21-22 MMA Annual Meeting (virtual)

Monday, February 1 Operating budget books/files to BOS, FinCom

Saturday, February 6
8:30AM-4:00PM Operating budget summit

Monday, February 8 Capital budget requests due to TA's Office

February 8-16 Capital budget meetings with TA, ATA, CFO

Tuesday, February 9 Petition articles and zoning amendments due at Town Administrator's Office by 5:00PM

Thursday, February 11 Deadline to submit legal notice to *Chronicle & Transcript* for March 10 Planning Board public hearing on zoning amendments

Monday, February 15 Presidents' Day holiday; start of school vacation week

Tuesday, February 16 Non-petition warrant articles due to BOS/TA

Thursday, February 18 1st legal ad in *Chronicle & Transcript* for Planning Board public hearing on zoning amendments

Tuesday, February 23 BOS votes to close ATM warrant

Thursday, Feb. 28 2nd legal ad in *Chronicle & Transcript* for Planning Board public hearing on zoning Amendments

Tuesday, March 2 Capital budget books/files to BOS, FinCom

Friday, March 5	Deadline to submit legal ad to <i>Chronicle & Transcript</i> for 3/25/21 budget hearing
Saturday, March 6 8:30AM-2:00PM	Capital budget summit
Wednesday, March 10	Planning Board Hearing on Zoning Amendments
Friday, March 12	Legal ad in <i>Chronicle & Transcript</i> for 3/25/21 budget hearing
Thursday, March 25	Budget Hearing and Warrant Reading: BOS, FinCom, Moderator at Flint Public Library
Thursday, April 8	Deadline to submit recommendations, exhibits, maps to TA's Office for inclusion in warrant book
Thursday, April 8	Joint meeting of Board of Selectmen & Finance Committee re outstanding budget issues, if needed
Tuesday, March 30 Until 5PM	Last day for candidates to submit nomination papers for Annual Town Election
Tuesday, April 12	Target date for Constable to post warrant
Tuesday, April 13	Deadline to provide written notice for ballot question to Town Clerk (35 days before Annual Election)
Wednesday, April 14	Warrant book to printer
Wednesday, April 15	Last day for candidates to object or withdraw their candidacy for elected office
Sunday, April 18-25	Town Administrator vacation, tentative
Monday, April 19	Patriots Day holiday; start of school vacation week
Wednesday, April 21 Until 8:00PM	Last day to register to vote for the Annual Town Meeting and Annual Town Election
Friday, April 23	Warrant book to USPS for mailing to households
Tuesday, April 27	Motions meeting with TA, ATA, CFO, Moderator, Town Clerk, Town Counsel
Thursday, May 6 7:00PM	Pre-Town Meeting: venue to be determined
Tuesday, May 11	Annual Town Meeting: venue to be determined
Tuesday, May 18	Annual Town Election at Fuller Meadow School
Regular Board of Selectmen meetings:	
January 12 & 26	April 6 & 20
February 9 & 23	May 4 & 18
March 9 & 23	June 1, 15, & 29

BYLAW REVIEW COMMITTEE MISSION

1.

The Middleton Home Rule Charter calls for the routine review of bylaws. Section 10-4-1 states: "It shall be the responsibility of the Board of Selectmen to insure, through an appointed By-law Committee, that the By-laws of the Town shall be reviewed, codified, and republished at least every five years, and that copies shall be made available to all registered voters requesting them."

In order to implement this directive, the Board of Selectmen hereby establishes a Bylaw Review Committee (the "Committee") and promulgates its mission. The Committee's responsibility is to ensure bylaws are relevant, internally consistent in format and numbering, and not in conflict with existing bylaws. The Committee shall work with bylaw proponents to ensure these objectives; the Committee shall not make substantive changes to proposed bylaws or bylaw amendments. The Committee may offer a recommendation to Town Meeting. The Committee may sponsor bylaws or bylaw amendments to Town Meeting.

Goals, Objectives and Priorities

- Update and clarify definitions
- Improve grammar, punctuation, numbering, syntax, etc.
- Add, modify, or delete specific bylaws
- Assist any voter or group of voters wishing to propose a bylaw to a Town Meeting, in framing and drafting any such proposal;

The Committee shall consist of five (5) residents. The Town Clerk or designee shall serve as a non-voting ex officio member. The Committee may request the presence of any municipal staff or committee representative, or petitioner in order to gather input on proposed bylaws. Subject to the prior approval of the Town Administrator, which approval shall not be unreasonably denied, the Committee may consult with Town Counsel.