

**MIDDLETON SELECT BOARD - REVISED**  
**MEETING AGENDA**  
**FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER**  
**143 SOUTH MAIN STREET, MIDDLETON, MA 01949**  
**TUESDAY, JUNE 14, 2022**  
**7:00 PM**  
*This meeting is being recorded*

*This meeting will be a hybrid of in-person and remote via Zoom. To join the meeting remotely, go to:*

<https://us02web.zoom.us/j/81838804267?pwd=aThoMXZlNW50K2hiN3NMaEh2VldNUT09>

- 7:00 pm 1. Business
- 7:10 pm a. Warrants: 2226  
b. Minutes: May 31, 2022, open session minutes and executive session minutes  
c. Town Administrator Updates and Reports
- 7:20 pm 2. Public Comment
- 7:30 pm 3. Review and discuss conservation restriction on Camp Creighton Pond with Chris LaPointe of Greenbelt; votes may be taken
- 7:40 pm 4. Review and discuss waiver request from Catherine Crowley for a monument in excess of the allowable dimensions for a four grave lot at Oakdale Cemetery; votes may be taken
- 7:50 pm 5. Review and discuss a petition to the General Court requesting additional liquor licenses; votes may be taken
- 8:00 pm 6. Review and discuss composite performance evaluation of Town Administrator; votes may be taken
- 8:05 pm 7. Review and discuss Select Board and Town Administrator goals for FY2023; votes may be taken
- 8:10 pm 8. Review and vote on amendment to State and Federal Grants Policy
- 8:20 pm 9. Review and vote on the following (re)appointments; votes may be taken – see attached
- 8:25 pm 10. Updates & Announcements
- 8:30 pm 11. Executive Session pursuant to Mass. General Law chapter 30A, section 21(a)(2) with respect to the Police Captain's agreement and chapter 30A, section 21(a)(3) with respect to collective bargaining with the Middleton Police Benevolent Association and other units

Upcoming Meetings:	June 28	Regular Select Board meetings
	July 12	Regular Select Board meeting
	August 9	Regular Select Board meeting
	September 6	State Primary Election
	September 6 & 20	Regular Select Board meetings

*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.*

Letters of Interest

Select Board Appointees	How many people do we need?	Seeking (re)appointment
Board of Appeals - Alternate	1 year term	1 seats (June 30, 2023)
Bylaw Review Committee	3 year term	4 open seats – terms to be staggered
Cultural Council	3 year term	2 seats (June 30, 2025)
Industrial and Commercial		
Design Review Committee	3 year term	3 open seats – terms to be staggered
Memorial Day Committee	3 year term	4 open seats – terms to be staggered
Municipal Property Tax Relief	3 year term	1 seat (June 30, 2025)
Planning Board – Alternate	1 year term	2 seats (June 30, 2023) (Joint Appointment with Planning Board and Select Board)
Recreation Commission	2 year term	1 seat (June 30, 2022)
Scholarship Committee	3 year term	2 seats – terms to be staggered

MEETING MINUTES  
**SELECT BOARD**

**FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER  
143 SOUTH MAIN STREET, MIDDLETON, MA 01949  
TUESDAY, MAY 31, 2022  
7:00 PM**

**This meeting was recorded**

*Present: Chair Brian Cresta, Kosta Prentakis, Rick Kassiotis, Jeff Garber, Debbie Carbone*

*Absent:*

*Others Attending: Town Administrator Andy Sheehan, Assistant Town Administrator/HR Director Jackie Bresnahan, Finance Director Sarah Wood, Paul Pellicelli*

**7:04 PM** With a quorum present, Chair Cresta called the meeting to order.

**7:04 PM Board Reorganization: Election of Officers:** Chair Cresta welcomed newly elected Select Board member Debbie Carbone to the Board and asked for a motion to nominate a new chairperson. The Board took the following action:

On a **MOTION** made by **Garber**, second by **Carbone**, the Select Board **VOTED** unanimously to nominate Kosta Prentakis as chairperson.

After the vote, Kosta Prentakis took over as chair and asked for a motion to appoint a new clerk/secretary. The Board took the following action:

On a **MOTION** made by **Cresta**, second by **Carbone**, the Select Board **VOTED** unanimously to appoint Jeff Garber as secretary.

**7:07 PM BUSINESS**

- **Warrant Approval:** Town Administrator Andy Sheehan provided a brief review of Warrant #2225: Payroll: \$803,051; Bills Payable: \$667,531; noting that the Town Accountant had reviewed the warrant and requested the Board's approval. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Garber**, the Select Board **VOTED** unanimously to approve the warrant as presented.

- **Minutes Approval:** The Board was provided with the minutes from the May 16<sup>th</sup> meeting and took the following action:

On a **MOTION** made by **Kassiotis**, second by **Cresta**, the Select Board **VOTED** unanimously to approve the minutes as presented.

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

- **Welcome to Debbie Carbone:** Sheehan welcomed Debbie Carbone to the Board.
- **Appointments:** Sheehan advised the Board that there will be several reappointments on tonight's agenda, and in weeks to come. Sheehan added that there are numerous opportunities for residents who want to be involved and asked interested residents to apply with a talent bank application, available on the Town website.
- **Registration is Open for Recreation Summer Program:** Sheehan advised that registration is still open for the Summer Recreation Program, adding that families can register at [www.MiddletonMA.gov](http://www.MiddletonMA.gov).
- **Town Wide Yard Sale:** Sheehan reported that the Friends of the COA is hosting a town-wide yard sale this Saturday, June 4<sup>th</sup>, from 8am-2pm, at the former golf course. All proceeds benefit the COA.
- **Town Building Committee Presentation:** Sheehan reported that the Town Building Committee will be hosting a presentation by Context Architecture on June 21<sup>st</sup> at 6PM. They are still working on a location. There will be an additional presentation in the fall.
- **Water Restrictions:** Sheehan reported that the Town is on its usual water restrictions for this time of year, which is that watering can only be done on Tuesdays/Thursdays/Saturdays, from 7PM-8AM. He advised residents to check the town website for any changes.
- **New Administrative Assistant:** Sheehan was delighted to report that Deb Mahoney started last week in the Town Administrator's office, adding that his office is now fully staffed.

**7:12 PM    Public Comment Period:** There were no public comments.

**7:13 PM    FY22 Quarter 3 Update and Report from Finance Director Sarah Wood:** Finance Director Sarah Wood met with the Board to provide a FY22 Quarter 3 update. Wood's Quarter 3 report was distributed to the Board members before the meeting. Wood noted the General Fund Expenditures are at 72.1% of the general fund budget expended. Only two categories were higher: Debt Service and Unclassified. She provided a brief review of budget overages. Board members had a few questions on the general budget, which were answered to their satisfaction. Wood continued with her update, noting the fund balances. Board members had questions on the open warrant articles funds, the Memorial Hall handicap ramp, and the Brigadoon sidewalks. Wood advised the Board that funds that are no longer needed will be closed out, adding that some have been expended since this report.

**7:36 PM Review and Discuss Waiver Request from Catherine Crowley at Oakdale Cemetery:** Town Administrator Andy Sheehan provided the Board with details on the waiver request for a monument in excess of the allowable dimensions for a four-grave lot at Oakdale Cemetery. Board members requested dimensions information on the previous two waivers they granted. The Town Administrator will get that information and pass it along to the Board. They will discuss this issue at the next meeting.

**7:42 PM Review Summer Meeting Schedule and Authorize a Member to Sign Warrants:** Town Administrator Andy Sheehan recommended meeting dates of June 14 and 28, July 12, August 16 with the normal schedule resuming September 6. The August 16<sup>th</sup> date was changed to August 9<sup>th</sup>, due to the Chair's prior commitment. The Board moved on to authorizing a member to sign the warrants and took the following action:

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Select Board **VOTED** unanimously to designate Jeff Garber as the signor during the periods when the Board is not meeting.

**7:45 PM Review a Petition to the General Court Requesting Additional Liquor Licenses:** Chair Prentakis advised the Board that Vinum Wine Shop is requesting a full liquor license, noting that Middleton's current census confirmed that they are over 10,000 in population. A discussion ensued on which census the ABC uses to determine how many liquor licenses a town can issue. Board member Cresta advised that he has spoken with the State legislators about the 2020 population at 10,000 and additional licenses and was told it would not be an unreasonable request. At the Board's request, the Town Administrator will provide the Board with a list of liquor licenses they currently have, as well as what they may want to request with population at 10,000. This discussion will be on the agenda when they have that information.

**8:00 PM Review and Vote on the Following Re/Appointments:** Assistant Town Administrator Jackie Bresnahan advised the Board that the first two Select Board Representatives are appointed by the Moderator at the recommendation of the Select Board. The Municipal Property Tax Relief Committee Rep is appointed by the Select Board. After a brief discussion, the Board took the following action:

- **Select Board Representatives:**
  - **Community Preservation Committee:**

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Select Board **VOTED** unanimously to recommend that the Town Moderator appoint Jeff Garber as the Select Board Rep to the Community Preservation Committee.

- **Master Plan Committee:**

On a **MOTION** made by **Garber**, second by **Carbone**, the Select Board **VOTED** unanimously to recommend that the Town Moderator appoint Brian Cresta as the Select Board Rep to the Master Plan Committee.

○ **Municipal Property Tax Relief Committee:**

On a **MOTION** made by **Garber**, second by **Cresta**, the Select Board **VOTED** unanimously to appoint Kosta Prentakis as the Select Board Rep to the Municipal Property Tax Relief Committee.

**8:05 PM Annual Committee Appointments:** Town Administrator Sheehan provided the Board with a list of annual committee reappointments. As Chair Prentakis was going over the list, a discussion ensued on whether the Industrial and Commercial Design Review Committee was still needed, as there were no members, making three vacancies. After discussion, the Board will keep the Industrial and Commercial Design Review Committee. It was also noted that there were three people interested in two seats on the Historical Commission. The Board took the following action:

On a **MOTION** made by **Kassiotis**, second by **Garber**, the Select Board **VOTED** unanimously to appoint the following:

- **Anne Cote, Board of Appeals, through June 30, 2027**
- **William Renault, Board of Appeals, through June 30 2023**
- **Anne LeBlanc Snyder, Board of Appeals Alternate, through June 30, 2023**
- **Matt Greenfield, Board of Health, through June 30, 2025**
- **Richard Cardinale, Board of Registrars, through June 30, 2025**
- **Michael Sliney, Conservation Commission, through June 30, 2025**
- **Wendy Tirck, Joan Shea-Desmond, Linda Cornell, Council on Aging, through June 30, 2025**
- **Pamela Hartman Rosner, Cultural Council, through June 30, 2025**
- **John LeBlanc, Sherri Armitage, Rails to Trails Committee, through June 30, 2025**
- **Jessica Sollazzo, Michelle Creasi, Recreation Commission**
- **Rodney Pendleton, Scholarship Committee**

After the vote, the Board considered the candidates for the Historical Commission, which had three people interested in filling two vacancies. The Board did not know Michael Givens, one of those interested in the Historical Commission. The Board members were familiar with the incumbents for reappointment. The Chair asked the Assistant Town Administrator to contact Givens to see if he'd be interested in filling a vacancy on another committee. They will table Historical Commission appointments until the next meeting.

**8:16 PM Review and Vote to Accept a Shared Streets & Spaces Program:** The Town Administrator advised the Board that they received a "Middleton Don't Block the Walk" grant from MassDOT in the amount of \$3,080 last week. Sheehan advised they still need to get a State Access Permit to paint the streets designated as state highways. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Select Board **VOTED** unanimously to accept the grant for the Shared Streets & Spaces Program in the amount of \$3,080.

**8:21 PM Updates & Announcements:**

- **Chief Wills Day:** Chair Prentakis announced that Chief Will's Day will take place on June 18<sup>th</sup>.
- **Rail Trail Grant:** Select Board member Kassiotis announced they have applied for a joint grant with Danvers, which could be over \$100,000.

**8:27 PM Executive Session pursuant to Mass. General Law chapter 30A, section 21(a)(2) with respect to the Town Administrator's accrued vacation leave and the parties' interests in a successor agreement and chapter 30A, section 21(a)(3) with respect to collective bargaining with the Middleton Police Benevolent Association and other units, and will not return to open session.**

**Adjourn**

With no further business, on a **MOTION** made by **Prentakis**, the May 31<sup>st</sup> meeting of the Select Board adjourned after Executive Session.

Respectfully submitted,



Judith A. Stickney, Minutes Secretary

---

Jeff Garber, BOS Clerk

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

- Agenda: May 31, 2022
- Warrant #2225: Payroll: \$803,051; Bills Payable: \$667,531
- Minutes:
  - May 16, 2022
- Memo with related attachments from Finance Director to Select Board & Finance Committee, re: FY 2022 3<sup>rd</sup> Quarter Highlights, 5/17/22
- Colizzi Memorials Specification Sheet on Crowley Granite Memorial Headstone
- Chapter 378 Oakdale Cemetery Provisions
- Select Board Summer Meeting Calendar
- Letter and related material from Vinim Wine Shop to Select Board, re: Full Liquor License, 5/17/22
- Select Board Appointees
- E-Mail from Peter Moon to Select Board, re: Master Plan Committee Status, 5/26/22
- E-Mail from MassDOT to Town Planner, re: Shared Streets & Spaces Program, 5/20/22

June 8, 2022

3.

Kosta E. Prentakis, Chair  
Middleton Select Board  
Town Hall  
48 South Main Street  
Middleton, MA 01949

Re: Conservation Restriction, 210 Essex Street



Dear Chairman Prentakis,

As you know, Essex County Greenbelt Association has been working for several years to permanently protect the 112-acre Camp Creighton Pond property at 210 Essex Street. In partnership with the Department of Conservation and Recreation (DCR), and with grant support from Town of Middleton Community Preservation Act funds, we are on the cusp of purchasing a Conservation Restriction (CR) from the owners, the Boys and Girls Club of Lynn.

In summary, the CR will protect the significant natural resources of the property, which include rare species habitat, landscape scale connectivity between Harold Parker and Boxford State Forests, and water quality in Boston Brook and the larger Ipswich River Watershed. Importantly, the CR will allow the Boys and Girls Club, and any successor owner, to operate a camp, and to maintain and within limits, expand some camp facilities within an envelope around their existing infrastructure.

Our hope is that this is a win-win project – the land is forever protected, and the Boys and Girls Club receives funds that they will reinvest in their programming for the kids.

All CRs must be approved by the Select Board, and that is the request before you at your June 14, 2022 meeting. DCR and Greenbelt will jointly hold the CR, and the Boys and Girls Club will remain the owner and operator of the property. With your approval of the CR in the public interest, we can move forward to a closing before the end of June.

Please do not hesitate to contact me with any questions. I can be reached at 978-768-7241 x 18 or [chris@ecga.org](mailto:chris@ecga.org), and I plan to attend the meeting.

Sincerely,

A handwritten signature in black ink that reads "Christopher B. LaPointe".

Christopher B. LaPointe  
Vice President, Conservation Operations.

Protecting land and nature for you, our communities and the future



**GRANTOR:** Boys and Girls Club of Lynn, Inc.  
**GRANTEE:** Essex County Greenbelt Association, Inc. &  
Commonwealth of Massachusetts Department of  
Conservation and Recreation  
**ADDRESS OF PREMISES:** 210 Essex Street,  
Middleton, MA  
**FOR GRANTOR'S TITLE SEE:** Essex County South  
District Registry of Deeds at Book 4633 Page 483,  
Book 4708 Page 588, and Book 4739 Page 176

## GRANT OF CONSERVATION RESTRICTION

### I. STATEMENT OF GRANT

Boys and Girls Club of Lynn, Inc., f/k/a Boys' Club of Lynn, of 25 North Common Street, Lynn, MA being the sole owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, and 32, of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to Essex County Greenbelt Association, Inc., 82 Eastern Avenue, Essex, MA 01929, and their successors and permitted assigns, and the Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation, 251 Causeway Street, Boston, Massachusetts 02114, its successors and permitted assigns, (collectively "Grantees"), for Two Million and One Hundred and Forty-One Thousand Dollars (\$2,141,000) paid by Essex County Greenbelt Association, Inc. and Five Hundred and Fifty-Nine Thousand Dollars (\$559,000) paid by the Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation by authority of Section 3 of Chapter 132A of the Massachusetts General Laws, IN PERPETUITY and exclusively for the purposes set forth in Article 97 of the Amendments to the Massachusetts Constitution, the following Conservation Restriction on land located in Middleton, MA containing the entirety of a 112+- acre parcel of land located at 210 Essex Street ("Premises"), which Premises is shown on the plan entitled "Conservation Restriction Plan, #210 Essex Street, Milddleton, MA," prepared by Donohoe Survey, Inc. and recorded herewith in Plan Book \_\_\_\_\_ Plan \_\_\_\_\_ in the Essex County Registry of Deeds, South District, a reduced copy of which is included herein as Exhibit A.

The Conservation Restriction was acquired utilizing, in part, a grant of Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the Middleton Town Meeting, held on June 5, 2021, an attested copy of which vote is attached hereto as Exhibit C (the "CPA Vote").

## **II. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for forestry use, passive outdoor recreational use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

### **A. The Conservation Values protected by this Conservation Restriction include the following:**

- **Open Space**. The Premises contribute to the protection of the scenic and natural character of Middleton and the corridor of conserved lands between Harold Parker State Forest and Boxford State Forest, and the protection of the Premises will enhance the open-space value of these and nearby lands.
- **Soils and Soil Health**. The Premises include approximately 19 acres of Farmland of Statewide Importance as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- **Biodiversity**. The Premises include areas designated as BioMap2 Core Habitat as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- **Wildlife Habitat**. The Premises include areas designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species”, the protection of which aligns with NHESP’s wildlife and habitat protection objectives. As designated by BioMap2, the entire Premises are identified as Core Habitat for a “Species of Special Conservation Concern” and a portion of the Premises are identified as “Vernal Pool Core.”
- **Public Access**. Public access to portions of the Premises will be allowed at times and locations that do not impact the Camp Uses for passive recreation.
- **Water Quality**. Protection of the Premises will maintain water quality in the wetlands and streams that flow into Creighton Pond, the entirety of which is within the Premises.

Creighton Pond flows out across Essex Street into Boston Brook, a tributary to the Ipswich River.

- Wetlands. The freshwater wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Working Forest Land. The protection of the Premises will ensure that the forests contained on the Premises will be permanently available for sustainable forestry that is consistent with the Purposes. The majority of the Premises are identified as Prime 2 Forestland.
- Water Supply. A portion of the south westerly edge of the Premises includes Zone A and Zone C of the Emerson Brook Reservoir, a public drinking water supply, the protection of which is critical to maintaining the public drinking water supply.

## **B. Baseline Documentation Report**

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantees with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantees and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantees to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report should the Baseline Report be unavailable or if it does not adequately address the issues presented.

## **III. PROHIBITED and PERMITTED ACTS AND USES**

### **A. Prohibited Acts and Uses**

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure, in, on or above the Premises, including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising display, antenna, utilities or other structures, utility pole, tower, turbine,

- solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. **Extractive Activities/Uses.** Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
  3. **Disposal/Storage.** Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
  4. **Adverse Impacts to Vegetation.** Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
  5. **Adverse Impacts to Water, Soil, and Other Features.** Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
  6. **Introduction of Invasive Species or Non-Native Species.** Planting or introducing any species of wildlife or plants that are not native to New England or an adjacent state, as defined by current published lists of native species, including The Vascular Plants of Massachusetts: A county Checklist, published by the Massachusetts Division of Fisheries and Wildlife Natural Heritage & Endangered Species Program (2011) or as amended, and native species lists from neighboring states; planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
  7. **Motor Vehicles.** Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
  8. **Subdivision.** Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantees' intention to maintain the entire Premises under unified ownership;
  9. **Use of Premises for Developing Other Land.** Using the Premises towards building or development requirements on this or any other parcel;
  10. **Adverse Impacts to Stone Walls, Boundary Markers.** Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;

11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

## **B. Permitted Acts and Uses**

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. **Camp Use.** The following activities in the “Camp Building Envelope” shown in the sketch plan in Exhibit A provided that should the exercise of such permitted uses result in soil disturbance, Grantor shall install adequate natural stormwater infrastructure such as swales, tree filters, rain gardens, and other natural barriers, to ensure that stormwater runoff will not impair the Conservation Values or Purposes of this CR:
  - a. Operating a commercial or noncommercial day and/or overnight recreational or educational camp including transportation, food services, and restroom facilities;
  - b. Repairing, maintaining, and replacing existing structures shown in Baseline Report or expanded or new structures as permitted in this section b;
    - i. Expanding the existing recreation hall by adding a second floor, and with prior written approval from Grantees, which approval shall not be unreasonably withheld or delayed, expansion of the recreation hall footprint by up to 3,000 square feet;
    - ii. With prior written approval from Grantees, which approval shall not be unreasonably withheld or delayed constructing a First Aid Cabin, a Technology/Arts and Crafts Center with an aggregate footprint of no more than 2,500 square feet and no more than two stories high.
    - iii. The existing single-family dwelling has a current footprint of 42' x 42' or 1,764 square feet; With prior written approval from the Grantees, which approval shall not be unreasonably withheld or delayed expanding the existing single-family dwelling up to 110% of the current footprint; There shall be no more than one (1) single-family dwelling at any time within the Camp Building Envelope;
  - c. Using, maintaining, repairing, improving, or replacing the existing driveway, accessway/egress to Essex Street, yard, parking area, pool, well, and septic system (hereinafter “Infrastructure”) within the Camp Building Envelope in their existing locations as shown on the Baseline Report;
    - i. With prior written approval from the Grantees, which approval shall not be unreasonably withheld or delayed relocating Infrastructure within the Camp Building Envelope;

- ii. With prior written approval from the Grantees, which approval shall not be unreasonably withheld or delayed, and with a written determination from a qualified building professional that no feasible location for the well or septic system exists within the Camp Building Envelope, using, maintaining, repairing, improving or relocating the well or septic system on the Premises outside the Camp Building Envelope in a location and manner that does not impair the water quality, especially of Creighton Pond. For purposes of this provision, a septic system or well located within the Camp Building Envelope shall not be considered “unfeasible” merely because it is more costly to construct a septic system or well there as compared to a septic system or well located on the Premises outside the Camp Building Envelope.
- iii. With prior written approval from Grantees, which approval shall not be unreasonably withheld or delayed constructing, using, maintaining, or repairing a second means of access/egress to Essex Street, on the Premises outside the Camp Building Envelope. This access/egress way may be paved if Grantees deem it necessary to accommodate the slope.
- d. Constructing, repairing, maintaining, and replacing Recreational Fields and Facilities including a playground, ball fields, a multipurpose athletic field, a beach volleyball court, a rock climbing wall, ropes or adventure course and the like, a basketball court with up to six hoops not more than 55' x 100', tennis courts not more than 50' x 85', and picnic area.
- e. Constructing, repairing, maintaining, and replacing one (1) dock, following best practices, to provide swimming and non-motorized boating access to Creighton Pond. Motorized boats may be used in the case of an emergency or for lifesaving purposes.
- f. With prior written approval from the Grantees, installing roof mounted solar energy structures exclusively for providing power for the Premises including the single-family residence within the Camp Building Envelope limited to a capacity not higher than necessary to meet or exceed up to 20% at the time of installation, the peak power requirements of the Camp Use. The installation of any ground-mounted solar energy structures shall only be permitted if Grantees make a determination that roof-mounted installation is not feasible. The Parties agree that some power may be fed back into the public power grid during periods of either high production or periods of low use (e.g., during winter months when Camp Use is not at capacity).
- g. Maintaining, repairing, replacing and removing the dam or undertaking any other activity necessary to comply with G.L. c. 253 §44-50, as amended, and the rules and regulations promulgated thereunder (302 CMR 10.00) pertaining to dam safety.
- h. The replacement of existing utility lines and with prior written approval of Grantees, installation of new utility lines from Essex Street as necessary to service existing or permitted camp structures and activities, provided that any new utility lines shall be underground to the extent feasible.

- i. The right to hold events within the Camp Building Envelope, provided that such events are intended primarily to support the camp (such as fundraising events for camp operations, donor appreciation events, staff retreats, camper reunions and the like) and/or to promote the use of the Premises for recreational, educational or civic purposes by the public (such as community outreach and engagement events, organized nature walks, school field trips and the like), and for picnics, reunions, and the like for camp member affiliated persons from time to time.
2. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph II.B.);
3. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality; Reasonable use of herbicides, pesticides, or fungicides is permitted to the extent necessary to control invasive species provided such use (i) is based on prudent and sound silvicultural, horticultural, and ecological principles and is consistent with the conservation values of this CR, (ii) is in strict conformance with all manufacturers' directions, and (iii) minimizes adverse impacts to and contact with streams, vernal pools, wetlands, drinking water reservoirs, and any other water bodies and minimizes adverse impact to non-target species. Any said activities impacting greater than one (1) acre or within 100 feet of a wetland or water body shall require prior approval of the Grantees or be in accordance with an approved Forest Stewardship Plan;
4. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises in a location and manner that facilitates biological decomposition, and does not threaten public safety or the Conservation Values of the Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. Compost areas shall not be visible from the Public Access Trails;
5. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantees, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
6. Indigenous Cultural Practices With prior written notice of the Grantee allowing indigenous peoples to:
  - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and

- b. Harvest plant-life for traditional cultural practices, using methods which, in the sole judgment of the Grantees, ensure sustainable populations of the harvested species within the Premises, including regrowth and replanting;
- 7. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantees. A copy of the results of any such investigation on the Premises is to be provided to the Grantees;
- 8. Trails. Maintaining and constructing trails as follows:
  - a. Trail Maintenance. Conducting routine maintenance of trails and trail features identified in the Baseline Documentation Report at their current size and location and in accordance with *DCR's Trails Guidelines and Best Practices Manual (2019)*, as such guidelines may be amended or replaced by DCR from time to time.
  - b. New Trails. With prior written approval of the Grantees, constructing new trails including "Proposed Public Trail" shown on Exhibit B or relocating existing trails, provided that any construction or relocation results in trails in accordance with *DCR's Trails Guidelines and Best Practices Manual (2019)*, as such guidelines may be amended or replaced by DCR from time to time.
  - c. Trail Features. With prior written approval of the Grantees, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, viewing platforms, contouring, or other such features, together with the use of motorized equipment to construct such features;
- 9. Signs. Constructing, installing, maintaining, and replacing non-illuminated signs (no larger than four (4) square feet) and informational kiosks (no larger than (15) square feet) with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantees' interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises. Grantor may erect one sign not larger than six (6) square feet that may be illuminated, at its entrance on Essex Street, and a second similarly sized sign at a second access point, if one should be created under B(1)(c)(iii) above;
- 10. Outdoor Recreational Structures. With prior approval from Grantees, the construction, relocation, enlargement, and replacement of structures for the purpose of outdoor recreation and outdoor education including but not limited to pavilions, lean-tos, pergolas, storage sheds, boat racks, and picnic tables. Any permitted structure must meet all the following additional conditions:

- a. The footprint of each such structure, as measured to the dripline in the case of any roof or other cover extending beyond the structure's base, shall not exceed two hundred (200) square feet in size, and the cumulative total footprint of all such structures across the entire Premises, excluding the Camp Building Envelope, shall not exceed six hundred (600) square feet;
  - b. The height of any such structure shall not exceed twelve (12) feet as measured from the highest point of said structure to its lowest point at grade;
  - c. The structure shall be supported by no more than minimal footings, piers, or sonotubes, and shall have no basement, slab, or foundation;
  - d. There shall be no utility lines, including but not limited to power, communication, water, and sewer lines with associated poles, pipes, or other structures, running on, under, or above the Premises and serving said structures from sources outside the Premises.
11. **Motorized Vehicles.** Using motorized vehicles by persons with mobility impairments or as necessary to carry out the permitted acts and uses on the Premises, such as normal upkeep and maintenance of the Premises but not for recreational activities.
12. **Outdoor Passive Recreational and Educational Activities.** Fishing, canoeing and other non-motorized boating, swimming, hunting, trapping, hiking, horseback riding, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, and other non-motorized outdoor recreational and educational activities;
13. **Forest Management.**
- a. **Permitted Activities.** Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities ("Forestry Activities"), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan and/or a Forest Cutting Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall prevent damage thereto to the extent feasible. All cutting operations shall be supervised by a licensed forester.
  - b. **Requirement of a Forest Stewardship Plan.** Before any Forestry Activities occur on the Premises, Grantor shall submit a proposed Forest Stewardship Plan with a copy of this CR to the Grantees, the State Forester, and to any other required state agencies for their approval in writing. The Forest Stewardship Plan shall:
    - i. be prepared by a forester licensed pursuant to 302 CMR 14.00 (Licensed Forester) and shall follow the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" (as such guidelines may be amended by DCR or

- its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
- ii. include a statement in writing from the Licensed Forester, signed by the Grantor, that proposed Forest Stewardship Plan is consistent with the terms and purposes of this CR; and
  - iii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry (“Forestry BMPs”); and
  - iv. address how the Forest Stewardship Plan complies with this Paragraph III.B.13; and
  - v. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.
- c. Requirements of a Forest Cutting Plan. If Forest Activities exceed cutting the lesser of ten thousand board feet or 15 cords of wood during any rolling 12 month period, Grantor shall submit a proposed Forest Cutting Plan in accordance with G.L. c. 132, section 40-46, as amended and 302 CMR 16.00, prepared by a Licensed Forester, for approval in writing by the State Forester. The proposed Forest Cutting Plan shall be submitted to the State Forester for approval with a copy of the CR and a statement in writing from the Licensed Forester signed by Grantor that proposed Forest Cutting Plan is consistent with the terms and purposes of this CR . The temporary construction and use of skid roads for forestry purposes are permitted if included in a Forest Cutting Plan. Any Forest Cutting Plan must be consistent with an approved Forest Stewardship Plan.
- d. Harvesting For Personal Use. The sustainable cutting of trees only for the Grantor’s personal use, not to exceed five (5) cords or equivalent volume, during any rolling 12 month period shall not require a Forest Stewardship Plan or Forest Cutting Plan provided that any such cutting and management complies with the Forestry BMPs.

#### 14. Pond Management and Maintenance Activities

- a. With prior approval from the Grantees, activities designed to manage and maintain Creighton Pond (e.g., controlling siltation, sediment, and runoff, hydraulic dredging, aeration, and vegetation management) to support or enhance recreational uses permitted in Section III.B.12, in accordance with a Pond Management Plan described below, and in compliance with any review and/or permitting required by law, including but not limited to such review by the Massachusetts Division of Fisheries and Wildlife Natural Heritage and Endangered Species Program (“NHESP”), the Massachusetts Department of

Environmental Protection (MassDEP), and the Town of Middleton Conservation Commission.

b. Requirements of a Pond Management Plan. The Pond Management Plan shall:

- i. address topics including but not limited to, as applicable, pond information (e.g., depth, area, watershed development), aquatic species management, aquatic invasive species management and control, shore protection, water quality protection, erosion and sedimentation control, watershed management, recreation management, restoration and reseeding of disturbed areas, dredged material management;
- ii. include provisions designed to follow conservation practices such as those established by the North American Lake Management Society (“NALMS”) or such other applicable Best Management Practices;
- iii. be prepared by a lake and pond management professional with a background in aquatic ecology and/or water resource management;
- iv. include certification from lake and pond management professional that the Pond Management Plan complies with the terms of this CR;
- v. be approved by the Grantees;
- vi. be effective for a five (5) year period and shall be resubmitted every five (5) years as necessary if continued or additional pond management activities are desired.

15. Other Activities: Any activity or use not expressly permitted herein, and not already prohibited in Section III.A., shall be treated as prohibited unless Grantor obtains prior written approval from the Grantees stating that such activity or use is not inconsistent with the purposes of the CR and will not materially impair the Conservation Values.

#### C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

#### D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Acts and Uses requiring a permit, license or other approval from a public agency does not imply that the Grantees takes any position whether such permit, license, or other approval should be issued.

## **E. Notice and Approval**

1. **Notifying Grantees.** Whenever notice to or approval by Grantees is required, Grantor shall notify or request approval from Grantees, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
  - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
  - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
  - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
  - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantees to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. **Grantees' Review.** Where Grantees' approval is required, Grantees shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantees' approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantees may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. **Resubmittal.** Grantees' failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

## **IV. INSPECTION AND ENFORCEMENT**

### **A. Entry onto the Premises**

The Grantor hereby grants to the Grantees, and its duly authorized agents or representatives, the right to enter the Premises in a reasonable manner and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

### **B. Legal and Injunctive Relief**

1. **Enforcement.** The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to

the time of the injury (it being agreed that the Grantees will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees for the enforcement of this Conservation Restriction.

2. **Notice and Cure.** In the event the Grantees determine that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantees shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantees may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantees determine that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantees may notify the proper authorities of such violation.
3. **Reimbursement of Costs and Expenses of Enforcement.** Grantor covenants and agrees to reimburse to Grantees all reasonable costs and expenses (including counsel fees) incurred by the Grantees in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

#### **C. Non-Waiver**

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

#### **D. Disclaimer of Liability**

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

#### **E. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantees to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor

under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantees will cooperate in the restoration of the Premises, if desirable and feasible.

## **V. PUBLIC ACCESS**

A. Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to a portion of the Premises identified as “Pond Loop Trail” and “Proposed Public Trail” in Exhibit B, attached hereto, (collectively, “Public Access Trails”) to the general public and agrees to take no action to prohibit or discourage access to and use of the Public Access Trails by the general public, but only for daytime use and only as described in Paragraph III.B.12 excluding hunting and trapping and excluding any other activity listed in III.B.12 that cannot be conducted on the Public Access Trails (e.g., fishing, boating, swimming) provided that such agreement by Grantor is subject to the Grantor’s reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Public Access Trails not authorized in Paragraph III.B.12. Grantor shall post signage and markings at the trailhead and along the trail to communicate public access. The Grantees may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. With notice to the Grantees, Grantor may temporarily close the Public Access Trails for forestry purposes or to conduct maintenance of the Public Access Trails. Further, Grantor and Grantees agree that Grantor may seasonally (i.e., June-August) suspend public access to the Pond Loop Trail during operation of the day and/or overnight recreational or educational camp permitted in III.B.1.a. In accordance with Section III.B.8.b, Grantor may relocate the Public Access Trails. This grant of public access to the Public Access Trails is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantees hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

B. Grantees shall have the right, but not the obligation, to construct, maintain, repair and relocate the Public Access Trails and Trail Features, as defined in III.B.8.c, as well as a parking area at the location shown on Exhibit B for up to 4 cars surfaced with permeable materials, for public use for the above described purposes provided that construction, maintenance or relocation is in accordance with *DCR Trails Guidelines & Best Practices Manual* (2019) as such guidelines may be amended or replaced by DCR from time to time. Grantees shall give Grantor at least thirty (30) days notice prior to construction, maintenance or relocation of the Public Access Trails.

C. Grantees shall have the right but not the obligation to erect signs at and along the Public Access Trails in conjunction with public access, and in posting notice of ownership of the Premises along the boundaries of the Premises. The Grantees shall coordinate its activities in designing and erecting signs with any similar activities of the Grantor to avoid duplication and unnecessary signs on the Premises.

## **VI. TERMINATION/RELEASE/EXTINGUISHMENT**

### **A. Procedure**

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official (“Secretary”), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

### **B. Grantor's and Grantees' Right to Recover Proceeds**

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantees shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

### **C. Grantee's Receipt of Property Right**

Grantor and Grantees agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantees property right will be determined as of the date of termination, release, or extinguishment.

### **D. Cooperation Regarding Public Action**

Whenever all or any part of the Premises or any interest therein is taken by public authority other than the Commonwealth of Massachusetts, under power of eminent domain or other act of public authority, then the Grantor and the Grantees shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantees shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantees in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantees shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

## **VII. DURATION and ASSIGNABILITY**

### **A. Running of the Burden**

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

### **B. Execution of Instruments**

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

### **C. Running of the Benefit**

The benefits of this Conservation Restriction shall run to the Grantees, shall be in gross and shall not be assignable by the Grantees, except when all of the following conditions are met:

1. the Grantees require that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts.,.

## **VIII. SUBSEQUENT TRANSFERS**

### **A. Procedure for Transfer**

The Grantor shall incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantees not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantees may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts.

## **B. Grantor's Liability**

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

## **IX. AMENDMENT**

### **A. Limitations on Amendment**

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantees as a "qualified organizations" or "eligible donees" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantees, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

### **B. Amendment Approvals and Recording**

No amendment shall be effective unless documented in a notarized writing executed by Grantees and Grantor, approved by the Town of Middleton and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

## **X. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantees have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts

General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

## **XI. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing (including via email) and either served personally or sent by first class mail, postage pre-paid, with a copy delivery receipt requested for email, addressed as follows:

To Grantor: Boys and Girls Club of Lynn, Inc.  
25 North Common Street  
Lynn, MA, 01902

To Grantees: Essex County Greenbelt Association, Inc.  
ATTN: Director of Stewardship  
82 Eastern Ave.  
Essex, MA 01929  
Phone: 978-768-7241

Department of Conservation and Recreation  
ATTN: Commissioner  
251 Causeway Street, 6<sup>th</sup> Floor  
Boston, MA 021114-2104

Copy to: Department of Conservation and Recreation  
ATTN: Director of Land Protection  
136 Damon Road  
Northampton, MA 01060  
[Conservationrestriction.dcr@mass.gov](mailto:Conservationrestriction.dcr@mass.gov)

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

## **XII. GENERAL PROVISIONS**

### **A. Controlling Law**

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

## **B. Liberal Construction**

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

## **C. Severability**

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

## **D. Entire Agreement**

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

# **XIII. MISCELLANEOUS**

## **A. Pre-existing Public Rights**

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

## **B. Release of Homestead**

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

## **C. No Surety Interest**

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

**D. Prior Encumbrances**

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

**E. The following signature pages are included in this Grant:**

Grantor

Grantee Acceptance

Approval of Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

**F. The following exhibits are attached and incorporated herein:**

Exhibit A: Reduced Copy of Recorded Plan of Premises

Exhibit B: Proposed Public Trail

Exhibit C: Town Vote Authorizing the Grant of CPA Funds

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022,

\_\_\_\_\_, duly authorized  
Giuseppe Scianatico, President  
Boys and Girls Club of Lynn, Inc.

THE COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Boys and Girls Club of Lynn, Inc. was accepted by Essex County Greenbelt Association, Inc. this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ESSEX COUNTY GREENBELT ASSOCIATION, INC.

By: \_\_\_\_\_  
Katherine Bowditch

Its: President \_\_\_\_\_, duly authorized

By: \_\_\_\_\_  
Timothy C. Fritzinger

Its: Treasurer, duly authorized

## THE COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Katherine Bowditch, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Timothy C. Fritzinger, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## APPROVAL OF MIDDLETON SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of MIDDLETON, Massachusetts, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2022, the Select Board voted to approve in the public interest and grant the foregoing Conservation Restriction from BOYS AND GIRLS CLUB OF LYNN, INC. to ESSEX COUNTY GREENBELT, ASSOCIATION, INC. and the COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF CONSERVATION AND RECREATION, pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws and do hereby approve in the public interest and grant the foregoing Conservation Restriction.

### TOWN OF MIDDLETON SELECT BOARD:

\_\_\_\_\_  
Brian M. Cresta

\_\_\_\_\_  
Debbie Carbone

\_\_\_\_\_  
Richard Kassiotis

\_\_\_\_\_  
Kosta E. Prentakis

\_\_\_\_\_  
Jeffrey P. Garber

### THE COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_  
County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

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

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from Boys and Girls Club of Lynn, Inc. to Essex County Greenbelt Association, Inc. and the Commonwealth of Massachusetts Department of Conservation and Recreation in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: \_\_\_\_\_, 2022

Bethany A. Card  
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS  
SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Bethany A. Card, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**EXHIBIT A**

Reduced Copy of Plan





**EXHIBIT B**

Proposed Public Trail



## Exhibit B

### Conservation Restriction

Middleton

112 Acres

■ Conservation Restriction

Water

Wetlands

P Parking

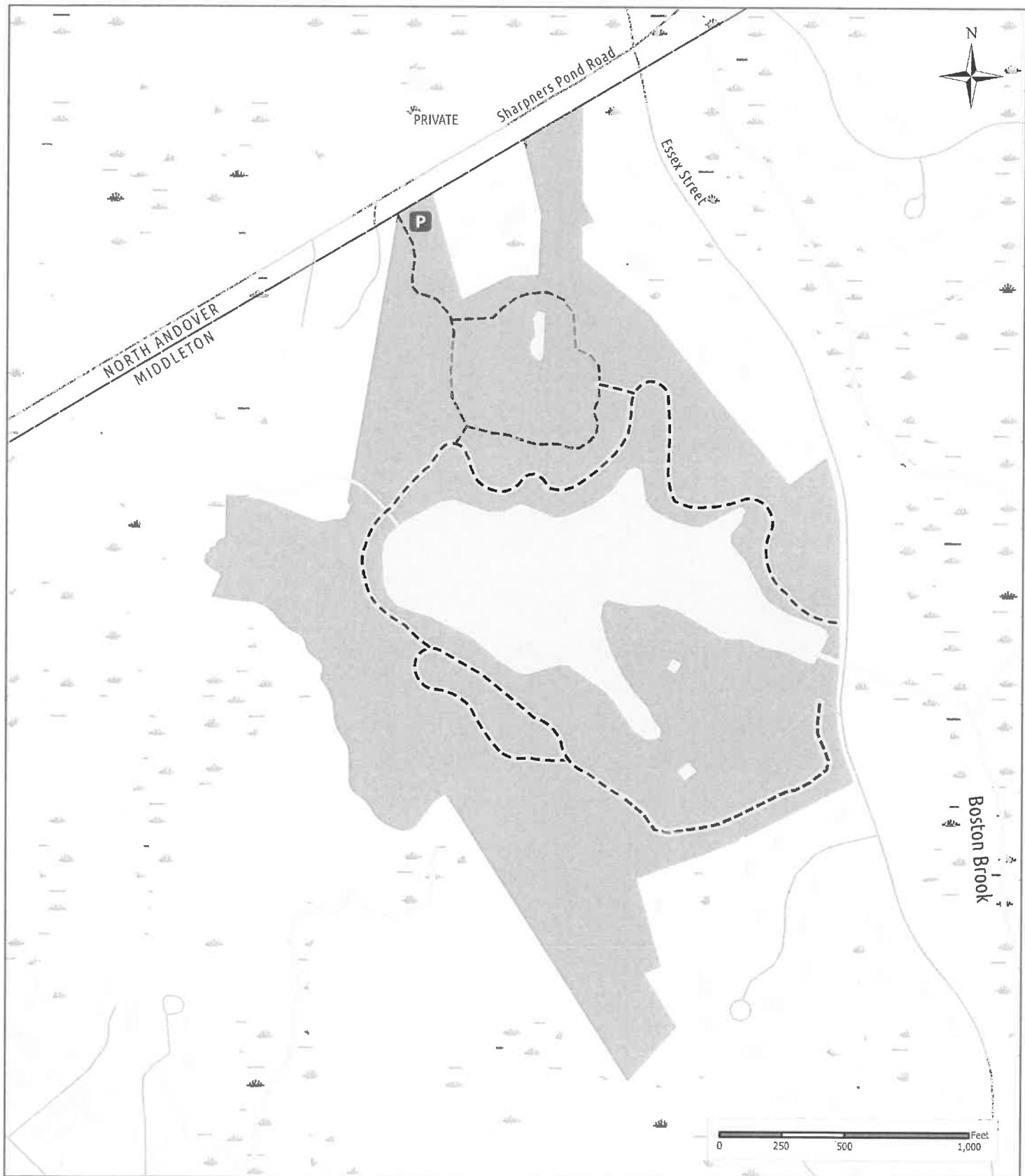
Road

Stream

— Pond Loop

— Proposed Public Trail

Seasonal Use



Source data obtained from the Office of Geographic Information Systems (Mass GIS), survey plans, and global positioning systems (GPS). Boundaries are approximate. Map produced by Essex County Greenbelt Association, 2022

**EXHIBIT C**

Town of Middleton Town Meeting Vote



**TOWN OF MIDDLETON**  
*Office of the Town Clerk*

**2021 ANNUAL TOWN MEETING**  
June 5, 2021

This is to certify that at a duly called and posted Annual Town Meeting of the Town of Middleton held on June 5, 2021, at which many more than a quorum of qualified voters were present, the following action was taken on Article 12:

**ARTICLE 12: COMMUNITY PRESERVATION FUND PROJECTS**

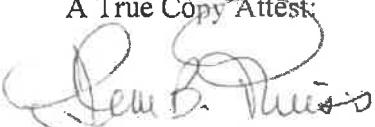
Upon a **MOTION** made by Timothy Houten and duly seconded, the following was **VOTED**:

That the Town appropriate from Fund Balance of the Community Preservation Fund the sum of **\$17,000** to replace the roof on the Tramp House, the sum of **\$50,000** to Essex County Greenbelt for a conservation restriction at Camp Creighton Pond, and the sum of **\$300,000** for the Common at the municipal complex at 105 South Main Street contingent on the approval of the project, with each item to be considered a separate appropriation, for a total of **\$367,000**, all as printed on page 21 of the Town Meeting Warrant.

Passed by a strong majority vote under the Consent Calendar "A".

June 15, 2021

A True Copy Attest:

  
Ilene B. Twiss  
Town Clerk

**COLIZI MEMORIALS, INC.**

217 MERRIMACK STREET

METUCHEN, MA 01844

PHONE: (978) 674-7033 FAX: (978) 674-7037

*From The Desk Of Michael Colizzi*

*REvised Permit*

MAY 20, 2022

DARK BARRE GREY GRANITE  
CROSS: 2-6 X 0-8 X 3-2 POLISH 2. BALANCE ROCK PITCH  
SPECIAL CELTIC CROSS CONTOUR PER  
ATTACHED PHOTO NOT THIS DRAWING.  
DESIGN ON FRONT AND BACK OF MONUMENT WITH  
BASE: 3-7 X 1-1 X 0-8 POLISH TOP: 150 POLISH BEVEL  
FRONT AND BACK WITH 100 REGULAR ROCK  
NOSINGS ON FRONT AND BACK. BRP.

OVER ALL  
HEIGHT IS:  
FORTY  
SIX INCHES

THIRTY INCHES

CROSS  
DESIGN WILL  
BE SIMILAR TO  
THIS DESIGN BUT  
NOT EXACT

TABLET  
HEIGHT IS:  
THIRTY  
EIGHT  
INCHES

TABLET  
THICKNESS  
IS: EIGHT  
INCHES

I HAVE FOUGHT  
THE GOOD FIGHT.  
I HAVE FINISHED  
THE RACE.  
I HAVE KEPT  
THE FAITH

TERESA L. "TESS"  
OCT. 10, 1964 - FEB. 14, 2014

I HAVE FOUGHT  
THE GOOD FIGHT.  
I HAVE FINISHED  
THE RACE.  
I HAVE KEPT  
THE FAITH

PHILIP J. "SEAMUS"  
OCT. 1, 1946 - OCT. 3, 2020

CROWLEY

CROWLEY

SIDE  
PROFILE

FORTY THREE INCHES

FRONT

BACK

DEAR SCOTT,  
PER OUR PHONE CONVERSATION PLEASE FORWARD THIS MONUMENT  
PERMIT TO THE CEMETERY COMMISSIONERS FOR THEIR REVIEW.

THIS IS THE FAMILY WHO HAS A MONUMENT ON THEIR LOT THAT THEY WANT TO REPLACE WITH THIS  
NEW MONUMENT WHICH WILL HOLD FOUR NAMES ON IT UNLIKE THE EXISTING ONE ON LOT.  
THIS MEMORIAL IS SLIGHTLY TALLER THAN THE RESTRICTIONS ALLOW AND WE ARE ASKING FOR PERMISSION  
TO ALLOW THIS MEMORIAL TO BE ACCEPTED.  
ON BEHALF OF THE CROWLEY FAMILY WE THANK YOU FOR YOUR CONSIDERATION IN THIS MATTER.

PHILIP	TERESA
MONUMENT	

TERESA WILL BE MOVED TO THIS GRAVE MONUMENT SO SHE CAN BE NEXT TO HER HUSBAND PHILIP
---

THIS GRAVE IS RESERVED FOR CATHERINE CATERINE WILL ARRANGE TO HAVE TERESA MOVED TO FRONT OF MONUMENT SO SHE CAN BE NEXT TO HER HUSBAND PHILIP
--



FRONT OF MONUMENT  
FACES

# Chapter 378

## Oakdale Cemetery

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

**[Most recent amendments adopted by unanimous (5-0) vote of the Board of Selectmen at a remote meeting held on May 5, 2020]**

### § 378-1 General provisions.

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

### § 378-2 Cemetery hours.

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

### § 378-3 Office hours.

All business related to the Oakdale Cemetery may be done through the Superintendent of Burials whose office is located at the Department of Public Works office, 195 North Main Street, during normal business hours, Monday through Friday, 7:00AM-3:00PM. The office is closed on all legal holidays and weekends. **[5-5-2020]**

### § 378-4 Sale of lots.

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

- A. Any former resident of the Town of Middleton must show satisfactory proof of former residency before said sale of lot and be restricted to the sale of no more than a two-grave lot. Satisfactory proof may include but is not limited to the personal knowledge of Public Works staff, birth or marriage certificate, tax or utility bill, or similar. **[5-5-2020]**
- B. Former residency purchases shall be subject to the fee structure established by the Board of Selectmen/Cemetery Commissioners which may be adjusted from time to time. All graves are sold with perpetual care.
  - (1) The fee structure is as follows:
    - (a) Single-grave lot: \$600.
    - (b) Double-grave lot: \$1,200.
  - (2) All other interment fees shall apply at the time of interment.
- C. Payment for sale of lots shall be payable to the Town of Middleton. The deed of a lot shall not be delivered, no stone or marker may be erected, and no work will be done on the lot until the purchase price is fully paid. **[5-5-2020]**
- D. A maximum of four graves may be purchased by any one household. Any requests for more than four graves must be first approved by the Board of Selectmen after a recommendation received in writing by the Superintendent of Public Works. **[Added 3-15-2016; amended 3-29-2016]**
- E. No lot or grave at the Oakdale Cemetery shall be sold to anyone who is not a current or former resident of the Town of Middleton at the time of such sale. **[Added 3-15-2016; amended 3-29-2016; 5-5-2020]**
- F. No lot or grave shall be sold to anyone who was a Middleton resident solely as a result of incarceration at any detention facility located in Middleton. **[5-5-2020]**

**§ 378-5 Lots.**

- A. Cemetery lots shall not be used for any other purpose than as a place of burial for the human dead, and all burials therein shall be under the personal charge of the Superintendent of Burials, to whom shall be paid such fees for opening a grave as shall be established by the Cemetery Commissioners.
- B. All lots will be defined by a suitable corner marker and numbered by the Department of Public Works, hereinafter referred to as the "Department," and it is unlawful for any person to remove or tamper with said marker.
- C. No lot will be deeded to more than one owner, nor will a lot be divided. No objections exist to an agreement between or among families as to the parts of the lots to be used by each, but the Department will not undertake to record or enforce such agreements.
- D. In case of the decease of a proprietor, it shall be the duty of the heirs or devisee to file with the Department satisfactory proof of ownership (MGL c. 114, § 29).
- E. If any monument or effigy or any structure whatsoever or any inscription is placed in or upon any lot which shall be determined by the Cemetery Commissioners to be improper

or offensive, they shall have the right and it shall be their duty to instruct the Superintendent of Public Works to enter upon said lot and remove such improper or offensive objects.

- F. No fence, curbing, railing, wall, hedge, embankment, ditch or other lot enclosure shall, at any time, be erected or placed in or around any lot, and the establishment of the grade of any lot shall be subject to the approval of the Superintendent of Public Works, and the work of grading shall be done by employees of the Department.
- G. Residents purchasing new graves or lots must make said purchase in the section open for sale at that time, e.g., if purchase is for a two-grave lot, it must be made in the section and row being sold at that particular time. No exceptions will be made.
- H. No proprietor shall suffer the remains of any person to be interred within his lot for hire.
- I. All interments or other work shall be under the personal charge of the Superintendent or designee(s). [5-5-2020]
- J. No sale, transfer or assignment of any lot shall be valid without the approval of the Cemetery Commission.
- K. Proprietors may erect a memorial structure on their lot subject to the regulations set forth under § 378-11, Memorial structures.
- L. Proprietors may cultivate plants on their lots subject to the approval of the Department, but if such planting becomes neglected or is deemed objectionable or detrimental, the Superintendent reserves the right to remove such planting. If done on lots under perpetual care, the owner must bear the expense of putting the ground in proper condition again.
- M. On lots or graves where no monument has been erected the sod under no condition shall be allowed to be broken.
- N. The Superintendent shall remove from lots and graves flowers or emblems whenever, in his opinion, the same have become so withered or decayed as to render their removal desirable. Floral emblems so removed will be put in a common dump and employees shall refuse to attempt to find them after they have been disposed of.
- O. The Cemetery Commission reserves the right to alter the plot of walks, avenues and unsold areas.
- P. No lights of any kind shall be allowed in the Cemetery.
- Q. Lot owners making improvements on lots that are under perpetual care will be charged with any necessary expense of putting lots in order, after such improvements are made.

#### § 378-6 Trees and shrubs. [5-5-2020]

- A. If any trees or shrubs on any lot shall by means of their roots or branches, or otherwise, become detrimental to the adjacent lots, avenues or paths, or dangerous or inconvenient to passengers, it shall be the duty of the Department, for the time being, and it shall have the right to enter into said lot and remove said trees and shrubs or such part thereof as are thus detrimental, dangerous or inconvenient.

- B. No person shall trim or remove any tree or shrub, whether or not it is on his own lot. The Department will on request perform all such work at no cost.
- C. The Department will use constant care in examining trees, removing such parts thereof as appear to be dangerous or detrimental, but expressly disclaims responsibility for damage to either persons or property resulting from falling trees or parts thereof.

**§ 378-7 Grounds.**

- A. Operators of vehicles within the Cemetery must drive with care and at a low rate of speed because of poor visibility and sharp turns.
- B. On Memorial Day no vehicle except those accompanying and a part of a memorial procession will be allowed in the Cemetery before 12:00 noon.
- C. Motorcycles, bicycles, go-carts, three- or four-wheel all-terrain vehicles and snowmobiles are excluded from the Cemetery at all times.
- D. All persons are forbidden to injure or molest any bird or wild animal, or to molest its nest or other habitation.
- E. The taking of firearms into the Cemetery is forbidden except by authorized persons on military occasions.
- F. No tree or shrub shall be removed, except by the Department, and all persons are forbidden to gather flowers, either wild or cultivated, or to break or injure any tree, shrub or plant.
- G. No employee of the Department will be allowed to receive any fee or other compensation whatsoever for service rendered to any person.
- H. Persons within the Cemetery conducting themselves improperly will be requested to leave and upon refusal will be compelled to do so.
- I. Dogs and horses are not allowed in the Cemetery at any time.
- J. All work done within the Cemetery shall be performed by employees of the Department or by permission of and under the supervision of the Superintendent.
- K. No hunting is allowed within the Cemetery property and no vehicles are to be left unattended within Cemetery property for the purpose of hunting on adjacent properties. Vehicles found violating this regulation will be towed at the owner's expense.
- L. No private vehicles will be allowed to plow out the Cemetery roads at any time. Any damage done to stones and/or the grounds, roads, trees, shrubs, etc., will be at the expense of the violator of this subsection.
- M. The Department reserves the right to open the Cemetery at a reasonable time after any winter storm.
- N. All water faucets located in the Cemetery are to be used for the sole purpose of filling buckets/jugs with water for the caring of flowers and shrubs on one's lot. In no instance is a hose or sprinkler to be hooked up to these faucets. Care in making sure water faucets

are completely shut down after use is requested. Any misuse or damage to these faucets should be reported immediately to the Department of Public Works office.

**§ 378-8 Funerals.**

All funerals must enter the Cemetery through the main gate and upon entering shall be under the charge of the Superintendent or designee(s). [5-5-2020]

**§ 378-9 Interments.**

- A. Undertakers are required to provide the Public Works Department with a minimum twenty-four (24) hour notice in advance of interment. Undertakers are required to have all interment orders signed by the proprietor or representative of a lot, or grave, and presented at the Department of Public Works office at least eight working hours before the time set for the interment. [5-5-2020]
- B. All interments must be made in permanent containers.
- C. The Department will receive telephone orders for opening a grave but disclaims liability of error in such cases. In no case will a grave which contains a body be opened until a properly signed order has been received and verified.
- D. No interment will be made without a regular order and burial permit.
- E. As the liability of error in names and dates is so great, undertakers must have all orders plainly and correctly written in ink. It is important that the proprietor should personally designate the grave to be opened in a multigrave site.
- F. No interment will be made until all fees charged for the same have been paid. There is an additional charge for the interment of a nonresident. [5-5-2020]
- G. Not more than one interment will be permitted in any one grave site other than what is provided for under § 378-14, Cremation, of these rules and regulations.
- H. Interments will not be made on Sundays. Interments on Saturdays and legal holidays will be charged extra. [5-5-2020]
- I. In case of emergency arising from extreme weather conditions or other cause beyond human control, or because of any other extenuating circumstances, the Superintendent may at his discretion postpone making a scheduled interment and shall deposit the body in the receiving tomb without charge until conditions permit interment.

**§ 378-10 Receiving tomb.**

- A. Bodies may be placed in the receiving tomb at any time, but the Superintendent reserves the right to remove and inter the body whenever it may be deemed necessary to do so. [5-5-2020]
- B. While bodies are deposited in the receiving tomb, the Superintendent is forbidden to allow any casket to be opened, except on written request from the immediate family of the deceased and in the presence of an undertaker. In no case will a casket be opened when in the opinion of the Superintendent the condition of the body is such as to render it improper.

**§ 378-11 Memorial structures.**

- A. Proprietors should consult with the Superintendent before placing orders for stonework, due to the fact that there are restrictions in various sections of the ground.
- B. All stonework must rest on a foundation of cement masonry which will be built by the Department. In no case will a foundation be built either in whole or in part over the remains of a previous interment.
- C. Applications for this work must be filed with the Department and shall give full particulars, including size.
- D. Monument Dimensions:
  - 1. In single-grave sections, monuments shall not exceed two feet, six inches (2' 6") long by one foot, zero inches (1' 0") wide at the base. The base shall not exceed eight inches (8") in height. The monument shall not exceed three feet, two inches (3'2") in overall height. **[5-5-2020]**
  - 2. On two-grave lots, monuments shall not exceed three feet, zero inches (3' 0") long by one foot, zero inches (1' 0") wide at the base. The base shall not exceed eight inches (8") in height. The monument shall not exceed three feet, two inches (3'2") in overall height. **[5-5-2020]**
  - 3. On four-grave lots, monuments shall not exceed three feet, seven inches (3' 7") long by one foot, one inch (1' 1") wide at the base. The base shall not exceed eight inches (8") in height. The monument shall not exceed three feet, two inches (3'2") in overall height. **[5-5-2020]**
  - 4. All other monuments other than headstones or headstones greater than the dimensions stated must first receive approval of the Cemetery Commission.
- E. No foundations will be constructed and no stonework will be set between November 15 and April 1, or when the ground is not in the proper condition for such work.
- F. No person shall deliver any material within the Cemetery except under the direction of the Superintendent or designee(s). **[5-5-2020]**
- G. All work must be done during the normal working hours of the Cemetery. All contractors will be held responsible for the protection of other stones, paths, avenues, graves, trees and shrubs. **[5-5-2020]**
- H. Definitions. As used in this section, the following terms shall have the meanings indicated:

**FOOT STONE**

A stone to mark the locations of a particular grave and shall be set at or below ground level at the foot of the grave. No more than one foot stone measuring no more than two feet, zero inches (2' 0") long by one foot, zero inches (1' 0") wide by eight inches (8") deep is allowed on each grave. **[5-5-2020]**

## **GRAVE MARKER**

A one-piece stone set at one or all four corners of a lot to mark the location of a particular grave. Grave markers are prohibited in single grave lots. [5-5-2020]

## **HEADSTONE**

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

## **MONUMENT**

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

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

### **§ 378-12 Perpetual care.**

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

### **§ 378-13 Disclaimer.**

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

### **§ 378-14 Cremations.**

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

**§ 378-15 Fees.**

**[Amended 3-15-2016; 3-29-2016; 5-5-2020]**

A. Grave openings:

- (1) Residents: \$700.
- (2) Nonresidents: \$2,000.

B. Weekend funeral or excavation:

- (1) Residents: \$1,400.
- (2) Nonresidents: \$2,500.

C. Cremation interment:

- (1) Residents: \$300.
- (2) Nonresidents: \$900.

D. Weekend cremation interment: \$200 in addition to regular interment fee

E. Foundations: \$200.

F. Flush markers: \$100.

G. Compressor for frost: \$100.

H. Single-grave lot: \$600.

I. Double-grave lot: \$1,200.

J. Four-grave lot: \$2,400.

K. In addition to lot costs there is an additional fee of \$5 for recording of deed.

## **Jackie Bresnahan**

---

**From:** Deb Mahoney  
**Sent:** Friday, June 10, 2022 11:23 AM  
**To:** Jackie Bresnahan  
**Subject:** cemetery waiver

Jackie,

Researching our files a cemetery marker can be 3'2" high. The request on the agenda is for a marker 3'10" high.

In the past the Select Board approved the following waivers:

February 2020 - Cardinale - marker 3'6" high

July 2018 - Giragosian – bench 5' x 4'

Peachey – 5'8" wide x 3'3" high

Rago – 4'7" wide x 3'3" high

***Deb Mahoney***

*Administrative Assistant*

*Town of Middleton*

*48 South Main Street*

*Middleton, MA 01949*

*Phone: 978-777-3617*

*Email: [deb.mahoney@middletonma.gov](mailto:deb.mahoney@middletonma.gov)*

*Please be advised the Office of the Secretary of State for the Commonwealth of Massachusetts has determined that E-mail could be considered a public record.*

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. This message may contain confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.



## OFFICE OF THE TOWN ADMINISTRATOR

Town of Middleton  
Memorial Hall  
48 South Main Street  
Middleton, MA 01949-2253  
978-777-3617  
[www.middletonma.gov](http://www.middletonma.gov)

5.

## MEMORANDUM

TO: Select Board; Andrew J. Sheehan, Town Administrator

FROM: Jackie Bresnahan, Assistant Town Administrator/HR Director

DATE: June 9, 2022

RE: Liquor Licensing

Based on the discussion at the last meeting this memo provides a current inventory of licenses; an overview of the next allotment based on population increases; and draft language for a potential request for special legislation licenses. Enclosed is the current quota from ABCC and a breakdown of the businesses in Middleton based on type of license.

### Current Licenses:

On Premise Retail: Currently, we have 14 all beverage on premise in our allotment with only 11 in use. We also have 5 wine/malt on premise in our allotment with only 4 in use. This means we have capacity for 3 more establishments to receive all beverage pouring licenses and 1 more establishment to receive a wine/malt pouring license.

Off Premise Retail: We have 2 all beverage off premise and both are in use. We have 5 wine/malt off premise in our allotment and all are in use. There is no capacity for additional off premise licenses at this time.

Seasonal Licenses: At this time we have capacity for 2 seasonal licenses and both are in use.

### Future Allotments:

After thoroughly reviewing M.G.L. Chapter 138, which overviews the liquor licensing requirements and quotas, the Town is at its max allotment by statute for On and Off Premise, as well as Seasonal. The Town's allotment for On and Off Premise would not rise again until the Town reaches a population of 25,000 people, and even then only by a small number of licenses per category. Seasonal Licenses would not increase, by statute, until at least 15,000 residents or a significant change in the summer house market (for example, the population increases that communities on Cape Cod see in the summer). The best indications for achieving additional licenses would be through special legislation.

From here, we would value input from the Board on how many and what kind of additional licenses. We have requested guidance from Senator Tarr's staff for next steps once we've determined the amount of licenses we would like to request.



# COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF THE STATE TREASURER

## ALCOHOLIC BEVERAGES CONTROL COMMISSION

95 Fourth Street, Suite 3 Chelsea, MA 02150-2358

Jean M. Lorizio, Esq.

Commission Chairman

### QUOTA BREAKDOWN

As of: 6/9/2022

Town of: Middleton (0704)

#### ANNUAL

On Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available in Quota
AB	14	11	0	0	0	3
	WM	5	0	0	0	
	WMC	1	0	0	0	1
Off Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available in Quota
AB	2	2	0	0	0	0
	WM	5	0	0	0	0

#### SEASONAL

On Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available in Quota
AB	0	2	0	0	0	0
	WM	0	0	0	0	
	WMC	0	0	0	0	0
Off Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available in Quota
AB	0	0	0	0	0	0
	WM	0	0	0	0	0

Annual	AB	SECTION 12
Club		1
General On-Premises		1
Hotel/Innkeeper		1
Restaurant		8
Annual	WM	SECTION 12
Restaurant		4
Seasonal	AB	SECTION 12
Restaurant		2

6/9/2022

Current ABCC Licenses		
Type of License		Business
On Premise Retail	All Beverage	99 Restaurant
On Premise Retail	All Beverage	American Legion
On Premise Retail	All Beverage	Blue Fin
On Premise Retail	All Beverage	Doubletree Hotel/Innkeeper
On Premise Retail	All Beverage	Ferncroft Country Club
On Premise Retail	All Beverage	Maggie's Farm
On Premise Retail	All Beverage	Marco's
On Premise Retail	All Beverage	Teresas Italian Eatery
On Premise Retail	All Beverage	The Clubhouse
On Premise Retail	All Beverage	The Villa
On Premise Retail	All Beverage	Tung's Taste
On Premise Retail	All Beverage	OPEN
On Premise Retail	All Beverage	OPEN
On Premise Retail	All Beverage	OPEN
On Premise Retail	Wine Malt	Captain Pizza
On Premise Retail	Wine Malt	Middleton House of Pizza
On Premise Retail	Wine Malt	Omega Pizza
On Premise Retail	Wine Malt	Rizzo's
On Premise Retail	Wine Malt	OPEN
Off Premise Retail	All Beverage	Dave's Convenience
Off Premise Retail	All Beverage	Mike's Discount
Off Premise Retail	Wine Malt	Fast Freddies
Off Premise Retail	Wine Malt	Howe Station
Off Premise Retail	Wine Malt	Middleton Beer & Wine
Off Premise Retail	Wine Malt	Richdale
Off Premise Retail	Wine Malt	Vinum Wine Shop
Seasonal	All Beverage	19th Hole
Seasonal	All Beverage	Halfway House

John and Samantha Miller  
Vinum Wine Shop  
210B South Main Street  
Middleton, MA 01949

May 17<sup>th</sup> 2022

Board of Selectmen; Town of Middleton, MA

Andrew Sheehan, TA

Brian Cresta

Kosta Prentakis

Rick Kassiotis

Jeff Garber

Deb Carbone

We are writing to reiterate our interest in obtaining a full liquor license at our current location; Vinum Wine Shop at 232B South Main Street. We have heard that with the new census Middleton's population is now at the 10,000 threshold for an additional full liquor license.

We've been in Middleton now for 7 years, and 2 years ago we moved to a bigger and centralized location with more accessibility to residents as well as more than ample parking. Our business has grown in our new location and we have now been able to hire employees (including a resident of Middleton). We received multiple daily requests for spirits and have to turn them away. Given our business model of quality wine and beer our customers are looking to us for artisan and small batch spirits. Each of these requests sends business and dollars outside of Middleton.

Our feeling is that the type of experience that we offer is unique to this area, and expanding our business is beneficial to Middleton.

Thank you

Samantha Miller

John Miller

Proprietors; Vinum Wine Shop

John and Samantha Miller  
Vinum Wine Shop  
210B South Main Street  
Middleton, MA 01949

September 2, 2016

Board of Selectmen; Town of Middleton, MA

Andrew Sheehan, TA

Rick Kassiotis

Brian Cresta

Todd Moreschi

Kosta Prentakis

Timothy Houten

We are writing to reiterate our interest in obtaining a full liquor license at our current location; Vinum Wine Shop at 210B South Main Street. We noticed at the most recent Board of Selectmen meeting that there was open discussion about obtaining a 3<sup>rd</sup> liquor license in-town, and we hope that our original request from September of 2015 would still be on record (letter attached).

Our vision for our boutique wine shop as a full liquor store is different from other concepts. We would carry artisan spirits and continue educating the public and offering the same quality customer service. Our feeling is that the type of experience that we offer is unique to this area, and expanding our business is beneficial to Middleton.

Thank you

Samantha Miller

John Miller

Proprietors; Vinum Wine Shop

COPY

John and Samantha Miller  
Vinum Wine Shop  
210B South Main Street  
Middleton, MA 01949

September 26, 2015

Board of Selectmen; Town of Middleton, MA

Ira Singer, TA

Christine Lindberg, Chair

Brian Cresta

Kosta Prentakis

Timothy Houten

Todd Moreschi

We are writing to you to express interest in obtaining a full liquor license at our current location Vinum Wine Shop at 210B South Main Street. Our intent is to offer the same caliber of high quality products, service and knowledge that we have shown with fine wine and craft beer. If a license becomes available we would like to immediately pursue it.

Thank you

Samantha Miller

John Miller

Proprietors; Vinum Wine Shop

Copy



## OFFICE OF THE TOWN ADMINISTRATOR

Town of Middleton  
Memorial Hall  
48 South Main Street  
Middleton, MA 01949-2253  
978-777-3617  
[www.middletonma.gov](http://www.middletonma.gov)

7.

## MEMORANDUM

TO: Select Board; Andrew J. Sheehan, Town Administrator

FROM: Jackie Bresnahan, Assistant Town Administrator/HR Director

DATE: June 9, 2022

RE: Select Board and Town Administrator Goals FY 23-25

As part of the upcoming personnel evaluations, non-union employees will be setting goals with their supervisors for the upcoming fiscal year. In an effort to better articulate the Town's priorities and goals for current and future fiscal years, below are some draft goals of the Select Board and Town Administrator. Ideally, these goals will be provided to departments so that employee goals will include both operational and professional development goals.

The goals should be timely and strategic with clear objectives for staff. Many of the example goals below were draft from notes and ideas discussed and incorporated through the annual budgeting process. We will also incorporate these goals in the final version of the FY 23 GFOA Budget and hope to revisit them as part of future budget documents.

### Some Example Goals for the FY 23-25 cycle:

- Continue to support the Town Building Committee to keep the Municipal Facilities Project on budget and deadline
- Implement the Pedestrian Improvement Plan and provide updates via Select Board meetings and the Town website
- Conduct a Town Wide Fee Study
- Develop information technology with additional projects through Regional IT and the newly funded IT support
- Increase recruitment strategies for volunteers for Town boards and committees

It would be helpful to have a preliminary discussion and suggestions during the June 14<sup>th</sup> meeting so we can finalize the goals at the June 28<sup>th</sup> meeting.



8.

**Town of Middleton  
48 South Main Street  
Middleton, Massachusetts 01949-2253  
978-777-3617  
[www.middletonma.gov](http://www.middletonma.gov)**

## Financial Administration of Grants Policies and Procedures

Approved by: Select Board

Effective: 1/25/2022  
Revised: 6/14/2022

### *Changes reflected in italics*

#### **PURPOSE:**

To establish financial and control standards and practices for federal and state grants that are centralized for purposes of control within the Town Accountant's office, to prevent deficits in grant funds (special revenue funds) and to promote timely grant reimbursements to minimize reliance on the Town's cash and accordingly optimize the Town's cash flow.

#### **AUTHORITY:**

MGL Chapter 44 §53A

#### **POLICY:**

Consistent with the requirements of state law, it is the policy of the Town that the Town Accountant will only record a grant budget on the General Ledger for a municipal department based upon a vote of the Select Board to accept the grant. The Town Accountant will monitor grant expenditures for consistency with the grant award requirements. The Town Accountant will monitor the department's submittal of reimbursement requests to assure timely reimbursements.

#### **Federal Grants and State Grants (Award Programs)**

##### **Procedures:**

- Award of Grant**

When any department receives a grant award, they should notify the Accountant and provide copies of grant guidelines, regulations and allowable costs. The Accountant and relevant department official will discuss control procedures and set up of a line item budget on the General Ledger.

- Preparation of Grant Budget Order**

After notification of an award from a granting agency , the Accountant will prepare a grant acceptance order indicating the total amount of the grant for vote of the Select Board. The documentation submitted to the board should include an assessment of the fiscal impact on the Town.

- **Vote of the Select Board**

A majority vote of the Select Board is required to formally authorize the Town to begin to make obligations and expend funds.

- **Recording of the Grant Budget Order**

The Town Accountant should record the grant budget in the appropriate fund and subfund of the General Ledger based on receipt of both the grant award letter/documentation and the vote of the selectmen. Each grant will have a unique TOWN'S FUND ACCOUNTING sub fund number. The budget should be recorded in total and then by line items approved in the grant award budget (personal services, professional services, materials etc.). DOE grants should assure coding also by program, location and grade level to assure ability to complete the Department Of Education's End-of-Year Report.

### **Grant Amendments and Revisions**

After the award of the grant, a granting agency may decrease the grant, increase the grant or make revisions to line item budgets.

- When a department managing the grant receives a grant amendment or adjustment the department must immediately forward it to the Accountant.
- The Accountant will record the grant amendment on the General Ledger and make the appropriate increase or decrease to the grant budget. If line items were adjusted the "object" budgets will be revised on the General Ledger.

### ***Procedures for Determining Allowable Costs***

*All costs incurred are reviewed monthly to determine that the cost is an allowable cost under the federal award. (200.403)*

*All costs must:*

- *Be necessary and reasonable*
- *Conform to limitation or exclusions regarding type or cost*
- *Be consistent with policies and procedures that apply to both federal and nonfederal funding*
- *Be treated consistently with other comparable costs*

- Be determined in accordance with US generally accepted accounting principles except otherwise provided in CFR 200
- Be adequately documented
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period

<b>Selected Cost Item</b>	<b>Uniform Guidance General Reference</b>	<b>Allowable/Unallowable</b>
<i>Advertising and public relations costs</i>	§200.421	<i>Allowable with restrictions</i>
<i>Advisory councils</i>	§200.422	<i>Allowable with restrictions</i>
<i>Alcoholic beverages</i>	§200.423	<i>Unallowable</i>
<i>Audit services</i>	§200.425	<i>Allowable with restrictions</i>
<i>Compensation – fringe benefits</i>	§200.431	<i>Allowable with restrictions</i>
<i>Conferences</i>	§200.432	<i>Allowable with restrictions</i>
<i>Depreciation</i>	§200.436	<i>Allowable with qualifications</i>
<i>Employee health and welfare costs</i>	§200.437	<i>Allowable with restrictions</i>
<i>Entertainment costs</i>	§200.438	<i>Unallowable with exceptions</i>
<i>Equipment and other capital expenditures</i>	§200.439	<i>based on specific requirements</i>
<i>Fines, penalties, damages and other settlements</i>	§200.441	<i>Unallowable with exception</i>
<i>Gains and losses on disposition of depreciable assets</i>	§200.443	<i>Allowable with restrictions</i>
<i>Goods or services for personal use</i>	§200.445	<i>Unallowable (goods/services); allowable (housing) with restrictions</i>
<i>Insurance and indemnification</i>	§200.447	<i>Allowable with restrictions</i>
<i>Interest</i>	§200.449	<i>Allowable with restrictions</i>
<i>Lobbying</i>	§200.450	<i>Unallowable</i>
<i>Losses on other awards or contracts</i>	§200.451	<i>Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)</i>
<i>Maintenance and repair costs</i>	§200.452	<i>Allowable with restrictions</i>
<i>Materials and supplies costs, including computing devices</i>	§200.453	<i>Allowable with restrictions</i>

<b>Selected Cost Item</b>	<b>Uniform Guidance General Reference</b>	<b>Allowable/Unallowable</b>
<i>Memberships, subscriptions, and professional activity costs</i>	§200.454	<i>Allowable with restrictions; unallowable for lobbying organizations.</i>
<i>Organization costs</i>	§200.455	<i>Unallowable except Federal prior approval</i>
<i>Plant and security costs</i>	§200.457	<i>Allowable ; capital expenditures are subject to §200.439</i>
<i>Professional service costs</i>	§200.459	<i>Allowable with restrictions</i>
<i>Proposal costs</i>	§200.460	<i>Allowable with restrictions</i>
<i>Publication and printing costs</i>	§200.461	<i>Allowable with restrictions</i>
<i>Recruiting costs</i>	§200.463	<i>Allowable with restrictions</i>
<i>Rental costs of real property and equipment</i>	§200.465	<i>Allowable with restrictions</i>
<i>Selling and marketing costs</i>	§200.467	<i>Unallowable with exceptions</i>
<i>Training and education costs</i>	§200.472	<i>Allowable for employee development</i>
<i>Transportation costs</i>	§200.473	<i>Allowable with restrictions</i>
<i>Travel costs</i>	§200.474	<i>Allowable with restrictions</i>

## **Payment of Project Invoices and Reimbursement Requests**

- Each Town department is responsible for the management of their grant expenditures consistent with the grant award requirements.
- When grant funded invoices are received, they should be reviewed, coded, and then submitted to the Accountant's Office consistent with the procedures in the town's Accounts Payable Policy.
- The Town Accountant and the relevant department official should discuss grant requirements and timing of reimbursement requests (at time of expenditure, monthly or quarterly) consistent with the reimbursement standards of the granting agency.
- Each Town department should request reimbursements from the granting agency as often as allowed per grant guidelines. The town department must submit evidence of the grant reimbursement request at the same time it is submitted to the granting agency, to assure timeliness of reimbursements.

- Since many grants are processed as reimbursements, the Accountant will monitor the “deficit” balances to assure that they are temporary balances and that reimbursements are received within the allowable timelines (60 days, 90 days etc) for that grant.
- Upon the completion of a grant project/program, the department should complete their final grant status/expenditure report to be submitted to the granting agency. The General Ledger of the Town is the official record of grants funds expended and receipts received.
- The Accountant will review the department's final grant report/close out for accuracy of funds received and expenditures. The Town's General Ledger is the official record of all grant activity. Any funds due to the granting agency should be subject to review and certification by the Accountant based upon the activity as recorded on the General Ledger.

### ***Subrecipient Monitoring and Management***

*The Town must determine whether the recipient of each sub-agreement it makes is a “contractor” or “subrecipient” for the disbursement of Federal funds. In making such a determination, the Town will utilize the following definitions: §200.23 Contractor and §200.93 Subrecipient along with the guidance found in §200.330. Generally, “subrecipients” are instrumental in implementing the applicable work program whereas a “contractor” provides goods and services for the Town’s own use. Contractors will be subject to the Town’s Procurement Policies. Subrecipients are subject to the Town’s Subrecipient Monitoring and Management Policies.*

*The Town in its administration of Federal funds will monitor any subrecipients in accordance with 2 CFR §200.330 to §200.332 Subrecipient Monitoring and Management.*

*The Town is considered a "pass-through entity" in relation to its subrecipients, and as such requires that its consultants and subrecipients comply with applicable terms and conditions (flow-down provisions). All subrecipients of Federal or State funds received through the Town are subject to the same Federal and State statutes, regulations, and award terms and conditions as the Town.*

### ***Subaward Contents and Communication***

*In the execution of every subaward, the Town will communicate the following information to the subrecipient and include the same information in the subaward agreement.*

1. *Every subaward will be clearly identified and include the following Federal award identification:*
  - a. Subrecipient name*
  - b. Subrecipient's unique ID number (DUNS)*
  - c. Federal Award ID Number (FAIN)*
  - d. Federal award date*
  - e. Period of performance start and end date*
  - f. Amount of federal funds obligated*
  - g. Amount of federal funds obligated to the subrecipient*
  - h. Total amount of Federal award*
  - i. Total approved cost sharing or match required where applicable*

- j. Project description responsive to FFATA
  - k. Name of Federal awarding agency, pass through entity and contact information
  - l. CFDA number and name
  - m. Identification if the award is R&D
  - n. Indirect cost rate for the Federal award
- 2. Requirements imposed by the Town including statutes, regulations, and the terms and conditions of the Federal award.
- 3. Any additional requirements the Town deems necessary for financial or performance reporting of subrecipients as necessary.
- 4. An approved indirect cost rate negotiated between subrecipient and the Federal government or between the pass-through entity and subrecipient.
- 5. Requirements that the Town and its auditors have access to the subrecipient records and financial statements.
- 6. Terms and conditions for closeout of the subaward.

#### ***Subrecipient Monitoring Procedures***

*The individual grant administrators are responsible for subrecipient monitoring and will monitor the activities of the subrecipient to ensure the subaward is used for authorized purposes. The frequency of monitoring review will be specified in the subaward and conducted concurrently with all invoice submission.*

*Subrecipient monitoring procedures include:*

- *At the time of proposal, assess the potential of the subrecipient for programmatic, financial, and administrative suitability.*
- *Evaluate each subrecipient's risk of noncompliance prior to executing a subaward. In doing so, the Town will assess the subrecipient's:*
  - *Prior experience with the same or similar subawards.*
  - *Results of previous audits and single audit (if applicable).*
  - *New personnel or new or substantially changed systems.*
  - *The extent and results of Federal awarding agency monitoring.*
- *Confirm the statement of work and review any non-standard terms and conditions of the subaward during the negotiation process.*
- *Monitor financial and programmatic progress and ability of the subrecipient to meet objectives of the subaward. To facilitate this review, subrecipients are required to submit sufficient invoice detail and a progress report. The grant administrators will encourage subrecipients to submit regular invoices.*
- *Invoices and progress reports will be date stamped upon receipt if received in hard copy. A record of the date of receipt will be maintained for those invoices sent electronically.*

- *In conducting regular oversight and monitoring, grant administrators will:*
  - *Verify invoices include progress reports.*
  - *Review progress reports to ensure project is progressing appropriately and on schedule.*
  - *Compare invoice to agreement budget to ensure eligibility of costs and that costs do not exceed budget.*
  - *Review invoice to ensure supporting documentation is included and invoices costs are within the scope of work for the projects being invoiced.*
  - *Obtain report, certification and supporting documentation of local (non-federal)/in-kind match work from the subrecipient.*
  - *Review subrecipient match tasks for eligibility.*
  - *Initial the progress report and invoice confirming review and approval prior to payments.*
- *The grant administrators will approve invoice payment and will initial invoices confirming review and approval prior to payment.*
- *Payments will be withheld from subrecipients for the following reasons:*
  - *Insufficient detail to support the costs billed;*
  - *Unallowable costs;*
  - *Ineligible costs; and/or*
  - *Incomplete work or work not completed in accordance with required specifications.*
- *Verify every subrecipient is audited in accordance with 2 CFR §200 Subpart F – Audit Requirements*

*Subrecipient project files will contain, at a minimum, the following:*

- *Project proposal*
- *Project scope*
- *Progress reports*
- *Interim and final products*
- *Copies of other applicable project documents as required, such as copies of contracts or MOUs*

#### ***Audit Requirements***

*All subrecipients are required to annually submit their audit and Single Audit report to the Town for review to ensure the subrecipient has complied with good accounting practices and federal regulations. If a deficiency is identified, the Town will:*

- *Issue a management decision on audit findings pertaining to the Federal award*

- Consider whether the results of audits or reviews indicate conditions that necessitate adjustments to pass through entity's own records

### ***Methodology for Resolving Findings***

*The Town will work with subrecipients to resolve any findings and deficiencies. To do so, the Town may follow up on deficiencies identified through on-site reviews, provision of basic technical assistance, and other means of assistance as appropriate.*

*The Town will only consider taking enforcement action against noncompliant subrecipients in accordance with 2 CFR 200.338 when noncompliance cannot be remedied. Enforcement may include taking any of the following actions as appropriate:*

- Temporarily withhold cash payments pending correction of the deficiency.
- Disallow all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend or terminate the subaward.
- Initiate suspension or debarment proceedings.
- Withhold further Federal awards for the project or program.
- Take other remedies that may be legally available.

### ***Closeout of Grants Procedures:***

As grants are completed, the municipal department that received the grant must prepare a grant close out package and submit it to the Accountant. If the grant had allowed drawing of funds based on estimated expenditure and actual expenditures were less, then the granting agency will require the return of unexpended funds.

The Accountant will review the department's documentation to the grant receipts and expenditures as recorded on the General Ledger. Any funds due to a granting agency must reconcile to the grant activity as recorded on the General Ledger. Only after the Accountant reviews the grant close out documentation to the General Ledger and approves it can a check be drawn to "refund" a granting agency.

### ***Federal Cash Management:***

*The grant administrators will request reimbursements for actual expenditures incurred under federal grants in accordance with the requirements of each grant (timing of requests, basis of accounting, use of standard forms and/or web portal, etc.). Consistent with state and federal requirements the Town will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.).*

*When the Town receives advance payments of federal grant funds, it must minimize the time elapsing between the transfer of funds to the Town and the expenditure of those funds on allowable costs of the applicable federal program. The Town will attempt to expend all advances of federal funds within 30 days of receipt.*

*When applicable, the Town shall use existing resources available within a program before requesting additional advances. Such resources include program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds. The Town shall hold federal advance payments in insured, interest-bearing accounts.*

*Pursuant to federal guidelines, interest earnings shall be calculated from the date that the federal funds are received from the granting agency until the date on which those funds are disbursed by the Town. Remittance of interest earnings, if applicable, shall be the responsibility of the grant administrator.*

*The Town maintains the following procedures for cash management:*

*All federal contracts the Town enters into (directly or indirectly) must include the following and be retained in the contract files in the Town Accountant's office:*

1. Requirements for subawards if allowed;
2. Requirements for cost analysis, match requirements, record keeping and billing procedures;
3. Specifics for suspension or extension options of contract; and
4. Any and all appropriate federal requirements and regulations that pertain to the award.

*Documentation must also include:*

- CFDA title and number
- Federal award identification number and year
- Name of Federal Agency
- Name of pass-through entity, if any

*All federal requirements pertaining to the specific contract and award shall be followed. Reimbursement request for costs previously incurred shall follow stated guidelines and rules within the contract or award. The grant administrators shall monitor each contract's costs and expenditures closely to ensure that they do not go over budget and that the cash is available for spending. All efforts shall be taken to avoid spending monies that are unavailable or incurring costs not expected to be reimbursed.*

*Responsibility for determining how required match amounts or limits for matching, levels of effort, or earmarking will be secured, are those of the grant administrators and accomplished in the preparation and collaboration of contract proposal and preparation with said federal agency or agencies.*

*Methods of valuing matching requirements and in-kind contributions of property and/or services, calculations of effort, etc. are maintained by the grant administrators and overseen by the Town Accountant in the management of the contract over the duration of the contract. These methods are to be based on federal requirements specific to that award as stated in the award contract, or based on accepted federal policies for that program. Day to day accounting of match, level of effort, or earmarking are monitored and documented by the Town Accountant during the course of the awarded contract.*

*Subcontracts between the Town and another entity will be established consistent with federal requirements governing the award. Unless explicitly forbidden by the granting agency the Town is*

*not obliged to make a payment disbursement under a sub-agreement for grant funds which are not first made available by the federal granting agency.*

*The Town uses the following federal requirements in establishing its procedures for administering all awards for federally funded program agreements:*

- *OMB Uniform Guidance, Subpart E (Cost Principles)*

*Additionally, the allowability of costs is further determined by any additional federal requirements pertaining to the specific contract and award.*

*Subsequent to the identification of any instances of non-compliance, the Town shall take prompt action to remedy the situation. All such action shall be documented in writing.*

9.

		Letters of Interest		How many people do we need?	Seeking (re)appointment
Select Board Appointees					
Board of Appeals - Alternate	1 year term	1 seats (June 30, 2023)	1		
Bylaw Review Committee	3 year term	4 open seats – terms to be staggered	4		
Cultural Council	3 year term	2 seats (June 30, 2025)	0	Michael Givens; Meghan Walter	
Industrial and Commercial Design Review Committee	3 year term	3 open seats – terms to be staggered	2	Linda Richards	
Memorial Day Committee	3 year term	4 open seats – terms to be staggered	1	Mira Plante; Javier Montanez; Jillian Kemp	
Municipal Property Tax Relief	3 year term	1 seat (June 30, 2025)			
Planning Board – Alternate	1 year term	2 seats (June 30, 2023) (Joint Appointment with Planning Board and Select Board)	2		
Recreation Commission	2 year term	1 seat (June 30, 2022)	1		
Scholarship Committee	3 year term	2 seats – terms to be staggered	2		

## Jackie Bresnahan

---

**From:** noreply@civicplus.com  
**Sent:** Thursday, April 14, 2022 2:25 PM  
**To:** Jackie Bresnahan  
**Subject:** Online Form Submittal: Appointment Form 2022

### Appointment Form 2022

First Name	Michael
Last Name	Givens
Board/Commission/Committee	Historical Commission
Response	Yes- I would like to be newly appointed
Email Address	mcg2132@gmail.com
Best Contact Phone Number	4109131914
Address	53 Lake St
City	Middleton
State	MA
Zip Code	01949
Resume Upload for New Applicants	<a href="#">MG_Resume (1).pdf</a>
Electronic Signature Agreement	I agree.
Electronic Signature	Michael C Givens

Email not displaying correctly? [View it in your browser.](#)

# Michael C. Givens

410-913-1914

Boston, MA

[mcg2132@gmail.com](mailto:mcg2132@gmail.com)

[www.linkedin.com/in/mgivens1](http://www.linkedin.com/in/mgivens1)

## PROFESSIONAL SUMMARY:

Accomplished marketing leader with 13+ years of progressive experience and success in digital marketing, interactive strategy and eCommerce in the hospitality/travel industry. Accomplished at creative development, website development and marketing, project management, team management, and collaborating effectively with stakeholders, vendors and clients. Expertise in:

- Digital Marketing Strategy
- Social Media Management
- eCommerce Merchandising
- Email Marketing
- Project Management
- Website Design and Development
- Search Engine Optimization (SEO)
- Web Analytics and Reporting
- Customer Relationship Management
- Contract/Vendor Negotiation

## PROFESSIONAL EXPERIENCE:

### EOS Hospitality

#### Corporate Director of eCommerce, Digital Marketing, & CRM

February 2019 – Present

Building digital, eCommerce, CRM platforms for start-up hospitality investment firm. Leading all hiring, vendor/contract negotiations, and full digital distribution strategy for portfolio, including independent and branded resorts, restaurants, full-service marinas, and spas.

- Onboarded new CRM/Email marketing platform, leading to expense savings of 40% and increased email revenue over 65% YoY
- Portfolio averaging over 40% direct revenue contribution from websites
- Recognized with 3 HSMAI Adrian Awards in 2020 for website design and brand partnerships with Sperry and LL Bean

### Hersha Hospitality Management

#### Director of eCommerce & Digital Marketing

July 2017 – February 2019

Lead all digital marketing and digital experience tactics for a portfolio of 21 independent and soft-branded hotels, with three Autograph by Marriott properties. Managed department budget and team of 2 associates. Engaged with digital agencies and vendors as well as brand support to drive exceptional performance across web products. Launched 4 new websites in first 8 months in role. Increased portfolio web direct room night and revenue contribution by 2.7% in first year working with properties.

### Northwood Hospitality

#### Director of eCommerce & Marketing Communications

January 2015 – July 2017

Lead all marketing and communication strategy for Cheeca Lodge & Spa, The London West Hollywood, and The Marker Hotel Key West. Worked closely with department leads including sales and revenue management at property and corporate levels to build effective marketing campaigns. Managed relationship with all external web vendors, advertising, and public relations partners. Directly managed over \$1.2 million in budget with full P&L responsibility. Led website redesign projects for 3 full-service, boutique hotels. Grew web channel revenue share 3.6% from 2015-2016 for portfolio of 3 properties. Drove content marketing strategy that reduced online media spend by 9.4% while increasing revenues 8.4%.

### George Washington University, College of Professional Studies

#### Digital Marketing Manager

August 2014 – January 2015

Defined full college website redesign road-map and strategy including content development, site design and functionality, and imagery. Completed website rebuild project on time and budget for college consisting of 4 locations and over 30 degree options. Consulted with CRM manager to launch new Salesforce system for college recruitment.

### Hilton Worldwide

#### Regional Manager, eCommerce & Digital

June 2012 – August 2014

Lead the digital strategy for 15+ full-service owned & managed hotels in the US Central region including local and regional promotions, SEO, PPC, website management, email, and social media. Served as the primary point for regional teams and hotels, managing full portfolio. Drove 18% increase in bookings via hotel websites YoY (\$12.4 million) in 2013. Grew web channel share 3.2% and increased site visits to portfolio 21% through site optimization and content strategy implementation.

### PRIOR EXPERIENCE:

Marriott International, SEO Account Manager

Jan 2011 – June 2012

MICROS eCommerce (formerly TIG Global), Web Marketing Analyst/Intern

May 2007 – January 2011

### EDUCATION:

B.S., Marketing, University of Maryland – College Park

May 2010

MBA, George Washington University School of Business (Marketing/Business Analytics)

May 2018

## TOWN OF MIDDLETON TALENT BANK APPLICATION

The Select Board maintains a Talent Bank of names of citizens of Middleton willing to serve on boards, commissions and committees. Names in this file are available for use by all Town Departments.

Names: Linda M. Richards Cell Telephone: 978-766-7174  
Address: 137 Liberty St. Home Telephone: 978-774-5298  
Email Address: linda.richards1019@gmail.com  
Occupation: Social Worker (hcsw)  
Background Experience: See attached resume

---

I am interested in serving on Town Boards and Committees involved in the following areas:  
(Please check all that apply. The Board encourages you to attach a recent resume if available.)

- |  |  |
|--|--|
| <input type="checkbox"/> Board of Health         | <input type="checkbox"/> Recreation Commission   |
| <input type="checkbox"/> Council on Aging        | <input type="checkbox"/> Historical Commission   |
| <input type="checkbox"/> Finance Committee       | <input type="checkbox"/> Planning Board  |
| <input type="checkbox"/> Board of Appeals        | <input checked="" type="checkbox"/> Industrial Commercial Development Review Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Zoning Bylaw Review Committee                                 |
| <input type="checkbox"/> Cultural Council        | <input checked="" type="checkbox"/> Other: <u>Board of Registrars</u>                  |
| <input type="checkbox"/> Other: _____            | <input type="checkbox"/> Other: _____  |

Amount of Time Available: flexible

Are you available year round for committee meetings? Yes  No   
If not, when are you available?

Winter  Spring  Summer  Autumn

Are there any Boards or Committees in which you are particularly interested?

Board of Registrars

Linda Richards

Signature

Please submit all responses to the Town Administrator's Office via the mailing address above or via email at:  
jackie.bresnahan@middletonma.gov

5.18.22

Date

# **Linda M Richards, LICSW**

137 Liberty Street, Middleton, MA 01949

978-774-5298 Email: lrich1019@icloud.com

---

## **Career Summary**

Experience as a clinician, supervisor, and manager facilitating program growth and development in a variety of human service settings.

Demonstrated strengths in:

- written and oral communication
- facilitating teamwork with multiple disciplines
- program and staff development
- implementing principles of Quality Improvement
- systems thinking and problem solving
- managing details within complex projects
- leadership and empowerment of staff
- flexibility, stamina, and humor

## **Post MSW Experience:**

### **Department of Mental Health Northeast Area, Tewksbury, MA (Retired)**

- Clinical Social Worker D
- Coordinator/Community Based & Residential Services- 6/98-10/01, 10/10-present
- Interim Director of Child & Adolescent Services- 10/01- 10/03
- Child/Adolescent Supervisor/ MHSPY Coordinator, Systems Integration Specialist, MetroNorth Site Office, Wakefield, MA 10/03-10/10

### **Salem State College School of Social Work, Salem, MA**

- Adjunct Faculty- 1/97-12/08

### **Private Practice, Middleton, MA**

- Consultation, supervision, and family therapy- 8/96 ~~Present~~ 2021

### **Family Continuity Programs, Inc., Beverly, MA**

- Clinical Director/Regional Director of Home-Based Services- 8/93-9/96

### **North Shore Catholic Charities Center, Peabody, MA**

- Child Welfare/Family Support Coordinator- 9/91-6/94
- Protective Service Program Supervisor- 5/88-9-91
- Family Therapist- 8/85-5/88

## **Other Relevant Experience:**

### **Cape Ann DMH Crisis Team/ Project Rap, Beverly, MA**

Crisis Team Member- 3/85-4/86

### **Danvers State Hospital/ Lawrence Unit, Hathorne, MA**

Senior Social Worker- 6/80-9/83

Solstice Adolescent Treatment Program, Rowley, MA  
Individual Therapist- 9/76-6/80

Bay Cove Mental Health Center, Dorchester, MA  
Mental Health Worker 7/75-8/76

---

## Education

---

**Master of Social Work,**  
Simmons College graduate School of Social Work, Boston, MA  
MA LICSW # 1015822

**Bachelor of Arts, Psychology**  
University of Massachusetts, Boston, MA

---

## Current Community Participation

---

2001-present  
Essex County Community Foundation, Youth at Risk Committee Member, Danvers, MA

2001-present  
Critical Incident Response Team Member, Middleton, MA, MEMA Area 1

2006-present  
Department of Children and Families Area Board Member, Malden, MA.

2009-present  
Masconomet Regional School District School Committee Member, Boxford, MA  
Chairperson, School year 2014-2015

---

References  
Available upon request



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

## **TOWN OF MIDDLETON TALENT BANK APPLICATION**

The Select Board maintains a Talent Bank of names of citizens of Middleton willing to serve on boards, commissions and committees. Names in this file are available for use by all Town Departments.

Names: Saranya Plante Telephone: 978 766 9628

Address: 16 School St. Bus. Telephone: \_\_\_\_\_

Email Address: saranya.m.plante@gmail.com

Occupation: Student

Background Experience: Eagle Scout, William T Hornaday Silver Medal, Girl Scout Gold Award, experience participating in the Memorial Day parade in the past

I am interested in serving on Town Boards and Committees involved in the following areas:  
(Please check all that apply. The Board encourages you to attach a recent resume if available.)

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Health         | <input type="checkbox"/> Recreation Commission                              |
| <input type="checkbox"/> Council on Aging        | <input type="checkbox"/> Historical Commission                              |
| <input type="checkbox"/> Finance Committee       | <input type="checkbox"/> Planning Board                                     |
| <input type="checkbox"/> Board of Appeals        | <input type="checkbox"/> Industrial Commercial Development Review Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Zoning Bylaw Review Committee                      |
| <input type="checkbox"/> Cultural Council        | <input type="checkbox"/> Other: _____                                       |
| <input checked="" type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____                                       |

Amount of Time Available: As needed (Other is Memorial Day Committee, form would not fill)

Are you available year round for committee meetings? Yes X No         
If not, when are you available?

       Winter        Spring        Summer        Autumn

Are there any Boards or Committees in which you are particularly interested?

Memorial Day Committee

  
Signature

5/27/2022

Date

Please submit all responses to the Town Administrator's Office via the mailing address above or via email at:  
[jackie.bresnahan@middletonma.gov](mailto:jackie.bresnahan@middletonma.gov)

## Jackie Bresnahan

---

**From:** noreply@civicplus.com  
**Sent:** Friday, May 27, 2022 9:46 AM  
**To:** Jackie Bresnahan  
**Subject:** Online Form Submittal: Appointment Form 2022

[CAUTION:] This message was sent from outside of the Town of Middleton. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

### Appointment Form 2022

First Name	Javier
Last Name	Montanez
Board/Commission/Committee	Memorial Day Committee
Response	Yes- I would like to be newly appointed
Email Address	jmontanez1967@gmail.com
Best Contact Phone Number	7745732210
Address	160 Forest Street
City	Middleton
State	MA
Zip Code	01949
Resume Upload for New Applicants	<i>Field not completed.</i>
Electronic Signature Agreement	I agree.
Electronic Signature	Javier Montanez

Email not displaying correctly? [View it in your browser.](#)



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

## **TOWN OF MIDDLETON TALENT BANK APPLICATION**

The Select Board maintains a Talent Bank of names of citizens of Middleton willing to serve on boards, commissions and committees. Names in this file are available for use by all Town Departments.

Names: Jillian Kemp Telephone: 978 587 5469

Address: 8 Riverview Drive Bus. Telephone: \_\_\_\_\_

Email Address: Jillianhkemp@gmail.com

Occupation: Admin ASST

Background Experience: US ARMY VETERAN, Town employee for Veterans Services  
of North Andover and Boxford

I am interested in serving on Town Boards and Committees involved in the following areas:  
(Please check all that apply. The Board encourages you to attach a recent resume if available.)

- |  |  |
|--|--|
| Board of Health  | Recreation Commission                              |
| <input checked="" type="checkbox"/> Council on Aging           | Historical Commission                              |
| Finance Committee  | Planning Board                                     |
| Board of Appeals   | Industrial Commercial Development Review Committee |
| Conservation Commission  | Zoning Bylaw Review Committee                      |
| Cultural Council   | Other: _____                                       |
| <input checked="" type="checkbox"/> Other: <u>Memorial Day</u> | Other: _____                                       |

Amount of Time Available: 2-4 HOURS/WEEK

Are you available year round for committee meetings? Yes ✓ No         
If not, when are you available?

\_\_\_\_\_ Winter \_\_\_\_\_ Spring \_\_\_\_\_ Summer \_\_\_\_\_ Autumn

Are there any Boards or Committees in which you are particularly interested?

Memorial Day Committee

Jillian Kemp  
Signature

6/9/22

Date

Please submit all responses to the Town Administrator's Office via the mailing address above or via email at:  
[jackie.bresnahan@middletonma.gov](mailto:jackie.bresnahan@middletonma.gov)